



BUTTE COUNTY PROBATION DEPARTMENT

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December 8, 2016

CaseloadPRO
P.O. Box 1127
Salida, Ca 95368
Attn: Larry Stanton

Dear Mr. Stanton,

I am pleased to inform you that the Board of Supervisors approved the contract on December 6, 2016 for CaseloadPRO to provide the Criminal Justice Case Management System and Related Support Services.

I have enclosed the fully executed copy of the contract for your records. Please let me know if you have any questions.

Sincerely,

Michelle Sawyer
Administrative Analyst, Associate
(530) 538-7849
Mksawyer@buttecounty.net



Grant Hunsicker, Director

2081 2nd Street T: 530.538.7261
Oroville, California 95965 F: 530.538.6760

buttecounty.net/generalservices

December 8, 2016

Notice of Award

Request for Proposals (RFP) #318-2016

Thank you for submitting a proposal in response to **RFP #318-2016 Criminal Justice Case Management System and Related Support Services**. We value competition and recognize the time and effort required to respond to a solicitation request. The evaluation committee has completed the scoring of all proposals and presentations. Based on the recommendations from the evaluation committee the contract has been awarded to

CaseloadPRO

You may, if you wish, obtain a debriefing of the scoring of your proposal. Please contact Samantha Skinner Contracts/Procurement Agent at 530-538-7097 or sskinner@buttecounty.net within 10 days of receipt of this letter. Please note that the debriefing will not compare submitted proposal, but will include a review of the scoring process and any other pertinent information we feel may enhance your opportunities on future solicitations.

Again, thank you for submitting your proposal. We look forward to hearing from your firm with the next solicitation opportunity.

Respectfully,

Michelle Sawyer

*Administrative Analyst, Assoc
Butte County Probation Department*

ButteCounty
CALIFORNIA

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Butte County Probation Department

Summary

A Request for Proposal (RFP) for Criminal Justice Case Management System and Related Support Services was posted to the Butte County Public Purchase website on March 18, 2016. The County of Butte Probation Department (Probation) received eight proposals as follows: Aeon Nexus, Automon, Caliber, Capita, CaseloadPRO, Corrections Software Solutions (CSS), Journal Technologies, Inc. (JTI), and Tyler Technologies.

A three-member Proposal Evaluation Committee (PEC), appointed by Probation, met and conducted a final review of proposals on July 6, 2016. The review involved an analysis of the written proposals, including an examination of the strengths and weaknesses of each individual proposal in relation to the standards established in the RFP and using the scoring system published in the RFP. Each PEC member scored the proposals according to weighted criteria of 70 points. The RFP Facilitator, a fiscal staff member, scored the proposals according to weighted criteria of 30 points. The scores were then compiled into a final rating for each proposal. The proposals with the four highest scores were then invited to give on-site demonstrations the week of July 11th – July 15th. The PEC members were:

Butte County Probation Department Proposal Evaluation Committee Members	
Committee Member	Title
Jonathan Allen	Information Systems Analyst
Eileen Lamentia	Information Systems Analyst
Dwayne Martin	Program Manager

Overview of Process

Prior to the evaluation meeting, PEC members were provided copies of the RFP, addendums to the RFP, Probation RFP instructions and the proposals. The PEC scored the proposals, consistent with the instructions, by a formula of their choosing, as explained in detail below.

The major criteria and points for scoring were as follows:

Evaluation Criteria/PEC

1. System Features and Functionality as described in this RFP = **50 possible points.**
2. Description of Approach = **20 possible points.**

Total possible points from each PEC member:

70 points

The PEC scores for the System Features and Functionality were calculated by subtracting the least mandatory features (217) in a proposal from the maximum (236) mandatory features and then dividing that number (19) by the maximum points (50) for a total of 2.63 points. 2.63 points per mandatory feature over 217 were given to each proposal. The proposal meeting all 236 mandatory features was given 50 points and the proposal with the least mandatory features was given one point. *Ex. Automon: 234 (mandatory features) less 217 (the least mandatory features) for a difference of 17. $17 \times 2.63 = 44.71$, therefore 45 points were assigned to Automon.*

The PEC scores for the Description of Approach were calculated using the same general method as above except there were 65 maximum points (1-5 points were assigned, using a Likert scale, per criteria 6.c) on page 9 of the RFP) and the points were converted to the

corresponding points wherein 20 points was the maximum. Proposals that received all 65 points were given 20 points and the proposal with the least points (48) was given one point. *Ex. Capita: 61 points less 48 for a difference of 13. $13 \times 1.05 = 13.65$, therefore 14 points were assigned to Capita.*

Description of Approach Criteria	Possible Points	Aeon	Automon	Caliber	Capita	CaseloadPRO	CSS	JTI	Tyler
Discovery and analysis of County requirements	5	5	5	3	5	5	5	5	5
Analysis of current systems and data conversion	5	3	3	4	3	5	5	5	5
Configuration of hosting environment	5	5	5	1	5	5	3	5	5
Development and implementation of interfaces	5	5	5	5	5	5	5	5	5
Software installation and configuration	5	5	5	5	5	5	5	5	5
Training	5	5	5	4	4	5	5	5	5
Acceptance testing	5	5	5	5	5	5	5	5	5
Final implementation	5	5	5	5	5	5	5	5	5
Documentation	5	4	5	1	5	5	4	5	5
Data back-up	5	5	5	4	5	5	5	5	5
Ongoing maintenance and support	5	5	5	1	5	5	4	5	5
Methods for controlling and revising project plan	5	5	5	5	5	5	5	5	5
Level of involvement expected from County	5	4	4	5	4	5	5	5	5
Total	65	61	62	48	61	65	61	65	65
Score	20	14	15	1	14	20	14	20	20

A summary of the PEC scores are below:

Committee Member Criteria	Possible Points	Aeon	Automon	Caliber	Capita	CaseloadPRO	CSS	JTI	Tyler
System Features and Functionality	50	47	45	42	47	47	34	50	1
Description of Approach	20	14	15	1	14	20	14	20	20
Total	70	61	60	43	61	67	48	70	21

Evaluation Criteria/Facilitator

1. Experience and References = **10 possible points**
2. Cost = **20 possible points**

Total possible points from the Facilitator:

30 points

Experience and References

Scored from reference checks, types of references, implementation locations as well as current product placement. A maximum of 5 points were given for Experience and a maximum of 5 points were given for references. Experience was rated per the table below. References were given a maximum of 4 points on each question for a total maximum of 20 points. Points were then divided by the maximum points. The points were then multiplied by the 5 point scale and rounded to the nearest whole number. *Ex. CSS: 20 + 18 = 38. 38/40 = .95. .95 x 5 = 4.75, therefore 5 points were given to CSS for references.*

Possible Points	5	4	3	2	1
Prior Experience Level	Probation department reference, located in Ca, using current product	Probation department reference, located outside Ca, using current product	Probation department reference, located in Ca, using other product	Reference other than Probation department, located in Ca, using other product	Reference other than Probation department, located outside Ca, using other product

	Possible Points	Aeon	Automon	Caliber	Capita	CaseloadPRO	CSS	JTI	Tyler
Experience	5	2	5	1	3	5	5	3	2
Total	5	2	5	1	3	5	5	3	2

References	Possible Points	Aeon	Automon	Caliber	Capita	CaseloadPRO	CSS	JTI	Tyler
Reference 1	20	12/12	20	20	20	20	20	20	20
Reference 2	20		18	18	5/16	19	18	20	7
Total	40	12/12	38	38	25/36	39	38	40	27
Score	5	5	5	5	3	5	5	5	3

Cost

Costs were based on a five year term and adjusted for consistency to 180 users. Maximum points (20) were given to the lowest cost with one point given to the highest. The difference (\$1,866,776) between the highest price (\$2,516,480) and the lowest price (\$649,703.76) was divided by the possible points (20) for a total of \$93,339 per point. The cost of each proposal was then subtracted from the highest price and the total was multiplied by \$93,339. *Ex. CaseloadPRO: \$2,516,480 - \$866,550 = \$1,649,930. \$1,649,930/\$93,339 = 17.67, therefore 18 points were assigned to CaseloadPRO.*

A summary of the Facilitator scores are below:

Facilitator Criteria	Possible Points	Aeon	Automon	Caliber	Capita	CaseloadPRO	CSS	JTI	Tyler
Experience and References	10	7	10	6	6	10	10	8	5
Cost	20	16	19	17	19	18	20	15	1
Total	30	23	29	23	25	28	30	23	6

The PEC average score and the Facilitator score was totaled for each proposal to obtain a cumulative score. The total possible score for each proposal was 100 points. After scores were determined ranking was applied, as below:

Description of Scores	Possible Points	Aeon	Automon	Caliber	Capita	CaseloadPRO	CSS	JTI	Tyler
Committee Member Scores	70	61	60	43	61	67	48	70	21
Facilitator Scores	30	23	29	23	25	28	30	23	6
Total Scores	100	84	89	66	86	95	78	93	27
Rank		5	3	7	4	1	6	2	8

Recommendation

Based on the ranking of the proposals and the demonstrations, the PEC and Facilitator contend that the proposal submitted by CaseloadPRO is considered superior and that Probation should engage in negotiations to contract for services.



REQUEST FOR PROPOSALS
318-2016
Criminal Justice Case Management System and Related Support Services

March 18, 2016

Issued by:
Michelle Sawyer, Administrative Analyst, Associate
Butte County Probation
42 County Center Drive
Oroville, California 95965
530-538-7849
mksawyer@buttecounty.net

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1) RESPONDENT ADMONISHMENT

Respondents are reminded that it is their responsibility to:

- a) Read carefully all of the contents of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- b) Ask for clarification before final due date of questions.
- c) Immediately inform the County of any problems with this Solicitation.
- d) Be complete in response.
- e) Submit all responses by the required dates and times.

2) INTRODUCTION

The County of Butte is seeking a firm to provide a hosted criminal justice case management system, juvenile detention management and related support services for the County of Butte Probation Department.

Butte County intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as **Exhibit 1** to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected contractor.

3) BACKGROUND

The Butte County Probation Department protects the community through services provided to the courts and offenders. The department has three distinct divisions: Adult, Juvenile and Juvenile Detention. Each division provides unique services designed to assist with community protection and offender treatment interventions. These services are accomplished by administering a myriad of assessments unique to each division/program focus. The current staffing is 116 in Probation and 50 at Juvenile Hall, for a total of 166. The Department currently uses the CASE 4.1 case management system which was originally developed by Synovation, later owned and developed by Journal Technologies. There will be approximately up to 300 system users.

All County office locations are interconnected by an IP-based computer network that is operated and maintained by the County's Information Services Department. This

network provides shared file storage, electronic mail, calendaring, firewall, network security, and electronic document imaging and management services.

4) SCOPE OF SERVICES

The County is seeking a hosted criminal justice case management system and juvenile detention management that has been written specifically for the needs of a Probation Department and a Juvenile Detention facility. The system should be designed to interface and share data among other agencies and law enforcement, as well as calendar systems. The system must accommodate a single name record entry in a fully relational table and be capable of tracking all case management and detention management activities for that name record.

The County prefers to select an application that has been installed and successfully implemented in California and which is supported by a vendor who continues to receive positive reviews from its customers regarding service and support. While it is understood that a minor amount of customization of forms and business rules may be required to meet the County's particular needs, the expectation is that the system will be essentially an off-the-shelf solution.

The system should improve customer service, productivity, and efficiency throughout the Probation Department, including but not limited to; improving the efficiency and automation of law enforcement referrals, Court reports, tracking of probation cases and caseloads, processing and tracking of minors in custody, and offender risk assessment.

The firm selected for this work shall provide a hosted criminal justice case management system, juvenile detention management and related support services as described in more detail in **Exhibit A: System Requirements Questionnaire**, **Exhibit B: Technical Environment Specifications** and **Exhibit C: Additional Requirements**.

Exhibit A details the system requirements that the County is hoping to satisfy with implementation of a new case management system. This Exhibit is formatted as a questionnaire, and all proposals must include a completed copy of this questionnaire indicating whether the proposed system meets each of the listed requirements. Additional pages may be included to elaborate on the responses. Exhibit B details the County's technical environment specifications. This information is presented in the form of a questionnaire that must be included with the proposal.

System implementation will require conversion and import of data from the current Probation case management system. Conversion will include all data fields and tables currently populated with data and residing in the current system. A software service agreement is required, with clearly defined deliverables, guaranteed availability (via phone), response times and minimum qualifications for support staff. A deliberate and predefined project plan for implementation is required that is modeled after past successful implementations. The plan must list milestones, key tasks, implementation

training, resource assignments for an appropriate level of redundant operations during implementation, and contingency planning to ensure continued successful operation of County processes. In an effort to maximize the effectiveness of implementation, implementation training and ongoing (on call) training over the course of the contract will be required for all impacted staff. Impacted staff will include personnel from the Probation Department as well as from other County offices and other local law enforcement agencies.

5) **FORMAT FOR PROPOSALS**

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. The County shall receive all Submissions no later than **April 29, 2016, at 5:00 pm or postmarked no later than April 29, 2016.**

Submit Proposals to:

**Michelle Sawyer
Probation Department
County of Butte, California
42 County Center Drive
Oroville, CA 95965
530-538-7849
mksawyer@buttecounty.net**

- a) The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:
 - i) Submissions shall contain eight (8) hard copies, printed material on 8-1/2" X 11" paper.
 - ii) One (1) electronic copy shall also be emailed to mksawyer@buttecounty.net.
 - iii) Submissions shall be in the order noted below.
 - iv) Submissions may also include color and fold out charts and graphs.

- b) **Mandatory Content and Sequence of Submittal:**
 - i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the firm submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the firm, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

- ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- iii) Firm's Experience Summary shall be a maximum of eight pages (not including resumes) in length and shall describe the firm's general history and experience in criminal justice case management. Experience and focus in the public sector is of vital importance.

This section shall include a general history and description of your firm, including number of years you have been engaged in developing and supporting criminal justice case management systems, number of employees, organizational structure, and background of the principal personnel.

Provide brief resumes of those personnel who will be assigned to work on the project. To ensure continuity, the County will require that the Contractor designate those employees who will be working on the project and not make substitutions without the County's written consent. The Contractor will be expected to designate a Project Manager with both criminal justice and information technology experience.

Provide details on any litigation in which your firm has been engaged in the past five (5) years.

Provide copies of your most recent audited financial statements.

Provide any additional information about your firm that you believe would be helpful to the County in evaluating your proposal.

Describe related past projects completed along with a discussion comparing similarities with this proposed project. [SM1]

This section shall also contain a comprehensive list of references preferably California criminal justice agencies wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- (1) Client name, address, contact person name, telephone number, fax number and email address.
- (2) Detailed description of services provided similar to the services outlined in the Draft Scope of Work.

- iv) System Features and Functionality shall include completed Exhibits A and B as well as an overview description of system functionality with screen shots and examples as needed to clearly describe how the system integrates workflows, eliminates redundant data entry, and connects to supporting systems.

Provide a detailed description of each software module, hardware component and service item. Describe the hardware and operating system requirements of the proposed system. Describe how the proposed system can integrate with other third party applications/services, through either standard interfaces or with strategic alliances that your firm has developed.

Provide samples of reports that may be generated from the proposed system. Provide a sample copy of your firm's service agreement with clear descriptions of what is covered and what the maximum allowed response time will be.

Describe the product road map for the proposed system, including planned upgrades or major revisions, and the customer relations model that will be followed to plan for these events, including providing training on any system changes and enhancements.

Describe in detail the application's technical architecture, hosting security architecture, components, dependencies, and architectural (not functionality) roadmap. Describe your commitment and time line to keep pace with new dependent third party software components and innovations. Also respond for any dependent third party components.

Describe how your firm manages overall code development processes, particularly when creating customs for a client. Describe the process for code release management to customers' production sites.

Describe the system's overall functionality, components, services, abilities, and processes for information security, auditability, server/desktop manageability/administration, and overall disaster recovery requirements and capabilities.

The proposal shall also include the timeline for completing all required tasks.

- v) Description of Approach shall include all of the following activities:
- A. Discovery and analysis of County business requirements
 - B. Analysis of current systems and data conversion
 - C. Configuration of the hosting environment in conjunction with County network operations staff
 - D. Software installation and configuration
 - E. Training, including training on operation of the system as well as training to perform diagnostics of system problems. All training is to be presented at County facilities.
 - F. Acceptance testing
 - G. Parallel process monitoring
 - H. Final implementation
 - I. Documentation – describe the system-level and end-user

- documentation that will be provided to the County.
- J. Data back-up and disaster recovery methodology, including documentation, implementation, training, testing, and verification
- K. On-going maintenance and support

Describe your firm's methods for controlling and revising the project plan. These should include plans and requirements for risk identification and management, ongoing communication with the County, and change orders.

Describe the nature and level of involvement that is expected from County technical and criminal justice personnel during implementation of the system and in ongoing operations.

- vi) Cost shall detail the cost portion of the proposal. Provide an itemized breakdown of all costs associated with the criminal justice case management system, juvenile detention management and related support services including but not limited to:
 - A. Software license costs
 - B. Implementation costs, including all activities listed in section iv) above
 - C. Annual maintenance costs corresponding to the proposed service agreement
 - D. Hourly rate for any additional services, such as customizations, additional training and emergency response
 - E. Basis for cost adjustments on subsequent years of a contract
 - F. Additional cost projections over the next five years relating to product upgrades or major revisions
 - G. Any other cost considerations relative to the total cost of implementation of the proposed system

Prices quoted shall be valid until a contract is entered into as a result of this RFP and shall be fixed for the term of the contract.

- vii) Draft Scope of Work shall be identified as "Attachment III – Scope of Work" for incorporation in the final contract to be awarded to the successful firm. This is the document in which the proposing firms are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the County, these should also be clearly described as County tasks in the Draft Scope of Work. If the proposing firm included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee will include representatives from the Probation department and may include staff from other departments of the County. The criteria for selecting the firm includes but is not limited to the items below:

a) Experience and References.

Firm's general history, organizational structure, and background of key personnel
Resumes of personnel assigned to project
Any litigation
Additional information
Related past projects
References

b) System Features and Functionality.

Hosting security
Completed Exhibit A
Completed Exhibit B
Overview description of system functionality
Detailed description of software/hardware and support service
Integration
Sample reports
Service agreement
Product road map
Technical architecture
Code development process
System's overall functionality, components, services, abilities, etc
Timeline

c) Description of Approach

Discovery and analysis of County requirements
Analysis of current systems and data conversion
Configuration of hosting environment
Development and implementation of interfaces
Software installation and configuration
Training
Acceptance testing
Final implementation
Documentation
Data back-up
On-going maintenance and support
Methods for controlling and revising project plan
Level of involvement expected from County

d) Cost

License
Implementation
Annual maintenance
Hourly rate
Basis for cost adjustments
Additional cost projections

Any other cost considerations

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firm as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Weight
Experience and References	10%
System Features and Functionality	50%
Description of Approach	20%
Cost	20%
Total	100%

Following the evaluation of the written proposals, the proposer(s) receiving the highest scores shall provide a system demonstration, including an opportunity for County staff to engage in a hands-on test of the system. Demonstrations shall be conducted as part of the final selection process. Demonstrations may or may not have their own separate scoring during the evaluation process.

8) RULES OF PROCUREMENT

Time Line Summary

Event	Date
Solicitation Publication	3/18/16
Final Date to Submit Questions	4/8/16
County Responses to Questions	4/15/16
Submittals Due to County	4/29/16
Proposals Evaluated by County	5/2/16 – 5/6/16 estimate only
Demonstrations	5/10/16 – 5/12/16 estimate only
Notice of Intent to Award	5/18/16 estimate only

Question Submission:

Any questions related to this RFP are to be directed to Public Purchase at publicpurchase.com (RFP 318-2016) by **4/8/16**. **Do not** contact other County personnel or selection committee members regarding this project or the selection procedures.

9) COUNTY RESERVED RIGHTS

All proposing firms responding to this RFP should note the following:^[IT2]^[SM3]^[SM4]

- a) All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- b) The selected firm is expected to perform and complete the project in its entirety.
- c) Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.
- d) The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of County. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- f) The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
- g) Issuance of this Solicitation in no way constitutes a commitment by the County to award a contract. If the County determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.
- h) Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard County Contract as provided in Exhibit A and comply with County insurance requirements. The County may modify the contractual requirements of the contract prior to execution of a contract for services.
- i) The County reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The County reserves the right to award more than one contract if it is in the best interest of the County.
- j) The County reserves the right to reject any or all submittals received if the County determines that it is in its best interest to do so. Further, the County may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.

- k) The County may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l) The County may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
- m) Firms that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the General Services Department, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.538.7261. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.
- n) Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Director, General Services, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the firm's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved firm knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.

10)MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as **Exhibit 1**.

11)DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a firm's proposal contains any such proprietary information or trade secret that the firm does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the firm as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any firm's proposal and such documents contain

material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the firm agrees to defend, indemnify, and hold harmless the County, its officers, volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopied composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this Solicitation and any potential subsequent purchase order or contract. Your submission of a response is considered your consent to the County's disclosure of the submitted information.

Exhibit 1: Software License, Modification and Maintenance

Software License, Modification and Maintenance

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service Contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract (Complete Dates in Just One of the Following Three Rows)					
Term Begins			Term Completion Date		
On Following Date			On Following Date		
County Department					
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)					
Price \$	Fixed Price	Annual Price	Monthly Price	Hourly Rate	
Not-to-Exceed Price	\$	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
CONTRACTOR Contact Information			COUNTY Contact Information		
CONTRACTOR			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Facsimile			Facsimile		

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Software and Professional Services Contract
- Attachment III – Scope of Work
- Exhibit B – Software Licensing
- Exhibit C – Software Maintenance
- Exhibit D – Schedule of Charges and Payments

By signature below, the department head or his other deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Software and Professional Services Contract."

Typed or Printed Name

Signature

Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

By _____
Bill Connelly, Chair Date
Board of Supervisors

Name Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By _____

By _____

Exhibit 1: Software License, Modification and Maintenance

**ATTACHMENT I
TERMS AND CONDITIONS**

1.0 Definitions

- 1.1 **Acceptance:** The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Contract; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2 **Acceptance Certificate:** A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3 **Acceptance Plan:** That document, delivered as a component of the Implementation Plan document, that defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 **Agreement:** This Contract, all schedules, attachments, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 **Authorized Representative:** The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 **Compliance Update:** A change made to the Software to reflect a mandated change in the applicable law.
- 1.7 **Computer System:** The desktop hardware and software components and programs that are used by County in conjunction with the Software, but do not include the Hosting Servers.
- 1.8 **Confidential Information:** Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Contract or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (i) Recipient knew before Discloser provided it; (ii) which has become publicly known through no wrongful act of Recipient; (iii) which Recipient developed independently, as evidenced by appropriate documentation; or (iv) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 **Copyrights:** Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 **Customization:** Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as "Enhancements."

Exhibit 1: Software License, Modification and Maintenance

- 1.11 **Data:** All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12 **Data Conversion Plan:** The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.
- 1.13 **Database Software:** 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 sub-system as part of the operation of the Software.
- 1.14 **Defective Work:** Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Contract.
- 1.15 **Deliverables:** Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Contract and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables") or Deliverables required from County ("County Deliverables").
- 1.16 **Derivatives:** Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.17 **Documentation:** Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.18 **End User:** Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.19 **Enhancement:** A change or addition, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; provided, however, that Enhancements do not include any New Product.
- 1.20 **Error:** Either (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21 **Error Correction (may also be referred to as "Patch"):** Either (i) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.22 **Explanatory Documentation:** Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.
- 1.23 **Final Acceptance Certificate:** County's final written acceptance of the Programs and services to be provided under this Contract.
- 1.24 **Hardware:** The Computer System components and equipment, other than the Licensed Software and Third-Party Software.

Exhibit 1: Software License, Modification and Maintenance

- 1.25 *Hosting Services Agreement:* That certain Hosting Services Agreement, between Contractor and Hosting Vendor, providing for the Hosting Servers that store the Hosted Software and Data for County's access.
- 1.26 *Hosting Servers:* Those servers controlled and managed by Contractor for hosting the Hosted Software and which may be accessed by County for purposes of utilizing the Hosted Software.
- 1.27 *Hosted Software:* A fully operational, stable and up to date Version of the Software that Contractor will make accessible to County via the Internet and that is installed on the Hosting Servers.
- 1.28 *Implementation Plan:* That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.29 *Intellectual Property:* Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.30 *Licensed Software:* The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.31 *Maintenance Release:* A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.32 *New Product:* Any change or addition to Software and/or related Documentation that (i) has a value or utility separate from the use of the Software and Documentation; (ii) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (iii) is not made available to Contractor's licensees generally without separate charge.
- 1.33 *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.34 *Object Code:* Machine readable compiled form of Licensed Software provided by Contractor.
- 1.35 *Party:* Either Contractor or County, and "parties" means both of the same.
- 1.36 *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.37 *Professional Services:* Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Contract.
- 1.38 *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.39 *Project Management Plan:* A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.
- 1.40 *Programs:* The Software, as written by the Contractor and approved Third Party Vendor, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine.

Exhibit 1: Software License, Modification and Maintenance

to operate on the Hardware for purposes of accomplishing the functional capabilities set forth in this Contract.

- 1.41 **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.
- 1.42 **Seat:** A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.43 **Site:** 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 applicable Schedule.
- 1.44 **Software:** The software program(s) identified on Exhibit D, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Contract. The term "Software" excludes any Third-Party Software.
- 1.45 **Software Acceptance Date:** The date of final acceptance of the System by County as described in Attachment III of this Contract.
- 1.46 **Specifications:** The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published Documentation.
- 1.47 **Subsequent Release:** A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Contract. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.48 **Support Services:** Those services provided by Contractor as described in Exhibit C - Software Maintenance.
- 1.49 **System:** The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.50 **System Cutover:** The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.51 **Test Period:** The thirty (30) 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 Implementation Plan for commencement of Acceptance Testing.
- 1.52 **Third Party Software:** Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.53 **Trademarks:** Trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.54 **Update:** A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Product or added features for which Contractor generally imposes a separate charge.

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- 1.55 **Upgrade:** Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.56 **Users:** People who, in accordance with the terms of this Contract, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.57 **Version:** A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, 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").
- 1.58 **Warranty Period:** Commencing on the Software Acceptance Date and continuing during the Term, including any renewals or extension, all Errors shall be corrected by the Contractor without charge to the County.
- 1.59 **Work or Project:** The implementation, assembly, installation, optimization, and integration as required by this Contract, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Contract to the County.

- 2. **Scope of Work.** The work to be undertaken is identified in Attachment III – Scope of Work which is made a part of this Contract.
- 3. **Reimbursement.** The work shall be performed for the Fixed Price, Annual Price, Monthly Price or Hourly Rate as indicated above in the Variable Information Table, but shall not exceed the Not-to-Exceed Price if included in the Variable Information Table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the Variable Information Table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
- 4. **County Project Manager.** The County Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the Variable Information Table.
- 5. **Independent Contractor.** Contractor is an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of County nor is the Contractor a partner or in any way directly affiliated with the County. Contractor agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
- 6. **Ownership of Data.** County is and shall remain the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion, except for Software which shall be owned or licensed as provided in this Contract. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country except as provided in this Contract or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other similar materials prepared under this Contract, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Contract.

Exhibit 1: Software License, Modification and Maintenance

7. **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 Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Contract or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Contract, and at no additional cost to County, maintain the Software to be compatible with supported operating systems and databases. 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 such future resources and upgrades.
8. **Intellectual Property.** County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, and other information relating thereto (including all Customizations developed for County), including all patents, trademarks, copyrights, trade secrets, Customizations and other Intellectual Property rights. No rights, other than those granted pursuant to the License, are transferred to County.
9. **Warranty.** Contractor warrants the Software to operate in all material respects as specified in the Contractor-provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any malicious software. Contractor warrants as follows for all customization made by Contractor for the County: (i) All Customizations will continue to be supported by Contractor under its Maintenance Agreement as defined in Exhibit C; (ii) All Customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; and (iii) All future software versions, revision, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the Customizations. These provisions shall apply for as long as the County is covered by the Contractor's Maintenance Agreement.
- Should the Software, as sold and installed hereunder, fail to meet any standards or requirements as detailed in this Contract, Contractor shall, without further charge to County, provide additional or substitute Software or modification to the Software of whatever kind and as is necessary, in order to meet Contractor's obligations under this Contract.
10. **Source Code Escrow.** Contractor, on behalf of its customers, has entered into an escrow agreement, and deposited its source code for the Software and relevant explanatory documentation. Within 30 days following Final Acceptance by the County, Contractor shall add the County to the list of customers that are reflected on its multi-party escrow agreement. Such deposit shall be updated from time to time by Contractor such that what is on deposit with the Escrow Agent reflects Enhancements, Customizations and other modifications to the Software licensed to the County. Should certain events reflected in the escrow agreement occur, then the County may demand the release, and upon such demand receive the source code and accompanying documentation from the Escrow Agent. In the event the source code is released to the County, the County shall have the right to use the source code to provide technical improvements and enhancements to the Software, but shall not have the right to sell, assign or transfer the right to use the Software to another party. Contractor's obligations and the County's rights under the escrow arrangement shall cease to exist upon termination or expiration of this Contract.
11. **Confidentiality.** The Contractor shall comply as follows and in accordance with the required performance of this Contract:

Exhibit 1: Software License, Modification and Maintenance

- a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the Contractor in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the County and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this Contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the Contractor in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the Contractor in the performance of duties or as a consequence of performing said duties.
 - c. Contractor agrees to inform all employees, agents, associates and partners of the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. Contractor shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. Contractor agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the Contractor and included on any memory device that may be housed in a computer, or other device (such as a "mobile device") may become subject to HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this Contract, Contractor may be required to stipulate to the fact that no such files exist.
12. **Termination.** This Contract may be terminated for any reason by either the County or Contractor by a thirty (30) day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

12.1. **Disentanglement**

If directed by County, Contractor shall cooperate with County and County's other vendors and Contractors to ensure a smooth transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Contract being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under this Contract, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of the Contract. Contractor shall not receive any additional or different compensation for the work

Exhibit 1: Software License, Modification and Maintenance

otherwise required by this section. Contractor's obligation to provide these services shall not cease until the Disentanglement is completed to the County's reasonable satisfaction.

12.2. Return, Transfer and Removal of Data and other Assets

Upon termination of this Contract, Contractor shall return to County all County-furnished assets in Contractor's possession.

Upon termination of this Contract, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee.

12.3. Effect of Termination

Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Contract shall not affect the County's rights to the Software pursuant to Exhibit B - Software Licensing provided that County has paid all Software license fees set forth in the Exhibit D and County is not in breach of any provision of this Contract or the Exhibits. If County terminates this Contract prior to the payment of all Software license fees, or if County is in breach of this Contract, 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 County within one (1) month after the termination date. Obligations and rights in connection with this Contract which by their nature would continue beyond the termination of this Contract, including without limitation, Sections 11 and 13 of this Attachment I, shall survive termination of this Contract.

13. Indemnification. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Contractor agrees to accept responsibility for any and all loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall also be liable to County for any and all loss of or damage to County property arising out of or in connection with Contractor's performance under this Contract.

14. Right to Monitor/Audit and Associated Liability. It being understood by the parties hereto that the County's funding source herein may be County, State and/or Federal appropriations, and therefore Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with County, State or Federal mandates and to reimburse the County for any liability upon the County for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

15. Record Retention and Availability. Contractor shall maintain and preserve all records related to this Contract in its possession (or will assume the maintenance of such records in the possession of any third party performing work related to this Contract) for a minimum period of three (3) years from the effective date of this Contract, or until all State and/or Federal audits are complete, whichever is later. Upon request, Contractor shall make available copies of these records to County, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this

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contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

16. **Compliance with California Public Records Act.** Contractor understands that, except for disclosures prohibited under Section 11, Confidentiality, County may be required to disclose to the public certain records it receives from Contractor pursuant to the Public Records Act. Contractor agrees to contact County immediately upon receiving a request for information under the Public Records Act and to comply with County's instructions on how to respond to the request as required by law.
17. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and sub-contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
18. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this Contract shall be valid unless made in writing, signed by the parties hereto in accordance with County Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
19. **Representations and Warranties.** Contractor by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated.
20. **Contractor's Standard of Care.** County has relied upon the professional ability, experience, and credentials presented and represented by the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
21. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code section 22032 (b) for public works contracts.
22. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
23. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to, all nondiscrimination laws. Specifically, the Contractor, by executing this Contract, stipulates and certifies that it complies and will comply in good faith as well as all actions, with the following regulatory requirements:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicap or age;
 - b. Environmental protection legislation generally, including regulations regarding clean air and water, endangered species, handling of toxic substances, and the public's right to know;

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- c. Drug Free Workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, and the Public Health Service Act;
- d. National Labor Relations Board - Public Contract Code section 10296;
- e. Domestic Partners – Public Contract Code section 10295.3; and
- f. The Americans with Disabilities Act.

24. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

25. **Contractor Performance and the Breach Thereof.** The County may terminate this Contract and is relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the County shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this Contract and the balance, if any, shall be retained by the County.

26. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I - Terms and Conditions shall prevail.

27. **No Delegation Or Assignment.** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, assets sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the Contractor in breach of this Contract. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.

28. **Conflict of Interest.** Contractor and Contractor's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

- a. This Contract is entered into by County upon the express representation that Contractor has no other contracts in effect with County except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this Contract by reference herewith and hereby subjected to these Terms and Conditions (Attachment I).
- b. Contractor understands and will adhere to the County's policy that no contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from employment, without notifying the Director of Human Resources in writing:

Brian Ring, Director of Human Resources
3 County Center Drive
Oroville, CA 95965

- c. Contractor stipulates by execution of this Contract that it has no business or other interests that provide(s) any conflict with the interest of the County in the matters of this Contract. Contractor recognizes that it is a breach of ethics to not disclose any interest that may constitute a conflict of interest to the County for the advice of County Counsel on the matter prior to executing this Contract.

29. **Canon of Ethics.** Contractor, by execution of this Contract, agrees to act in the best interest of, and on behalf of, the County and its constituents in all matters and Contractor agrees to perform its

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obligations under the Contract in an honest, fair, prudent and diligent manner as dictated by reasonable standards of conduct for its profession.

30. **Severability.** The terms and conditions of this Contract shall remain in force and effect as a whole separate from and even if any part hereof the Contract is deemed to be invalidated.
31. **No Implied Waiver.** In the event that the County at any point ignores or allows the Contractor to break or not fulfill an obligation under this Contract, or otherwise breach this Contract, it does not mean that County waives its future rights to require the Contractor to fulfill those obligations.
32. **Entirety of Agreement.** This Contract inclusive of all Attachments herein stipulated and made part of the Contract constitutes the entire agreement between these parties.

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EXHIBIT "A"

Acknowledgement of Other County Contracts

List any and all contracts that you have with the County or any County departments. If none, you must stipulate "none." This page cannot be left blank or omitted from the Contract.

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ATTACHMENT II

Insurance Requirements for Software and Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) Certificates of Insurance for all relevant coverages listed in Section A below; (2) All Endorsements listed in Section B below; and (3) a "Declarations Page" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

A. MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:

- 1.) Commercial General Liability Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than \$1,000,000 per occurrence. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) Automobile Liability Insurance. ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the Contract.)*
- 3.) Workers' Compensation Insurance. As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) Data Processing Liability (Errors and Omissions) Insurance. (If applicable. See Note below.)

Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per claim and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work", as opposed to "physical work", then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

B. INSURANCE POLICY ENDORSEMENTS

- 1.) The Commercial General Liability policy shall contain or be endorsed to contain the following:

The County, its officers, officials, employees, and volunteers are covered as additional insureds on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt has been given to the County. *(Note: We recommend*

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Contractor's insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides coverage equal to coverages noted in Section A1 above and all items listed in Section B above.)

2.) **Workers' Compensation Insurance.**

The Contractor's Workers' Compensation Insurance policy shall contain or be endorsed to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and sub-Contractors.

C. **OTHER INSURANCE PROVISIONS**

1.) **Primary Coverage.** For any claims related to this Contract, Contractor's insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insureds providing primary insurance coverage for the same "occurrence", offense, claim or suit.

2.) **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

3.) **Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.

4.) **Deductibles and Self Insured Retentions.** Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

5.) **Acceptability of Insurance Carriers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County. (A.M. Best Ratings can be accessed over the internet for no cost at www.ambest.com).

6.) **Claims Made Policies.**

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

- a.) The Retroactive Date of the policy must be shown and must be before the Contract or beginning of Contract work.
- b.) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.
- c.) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.

7.) **Verification of Coverage.** Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by

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this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

- 8.) Sub-Contractors. Contractor will require and verify that all sub-Contractors maintain insurance meeting all the requirements stated herein or cover sub-Contractors under their insurance policies. Upon request, Contractor shall provide County proof that all sub-Contractors are covered by their own insurance or the Contractor's insurance policies.
- 9.) Special Risk or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

Exhibit 1: Software License, Modification and Maintenance**Attachment III – Scope of Work****1.0 Objectives of the Project**

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the County to utilize Contractor's <Insert name of software system> software. In fulfilling its respective obligations as described in this Attachment III – Scope of Work and the resulting implementation plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

2.0 Project Personnel

2.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Contract. If, during the course of the implementation of this Contract, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

Implementation Engineers

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

2.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.

2.3 Contractor's Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.

2.4 County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Contract, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.

2.5 Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.

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2.6 Contractor will solicit and consider input from County prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that County's concurrence with a substitution will not be construed as an acceptance of the substitution's performance potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Contract.

2.7 Upon request by County, Contractor shall replace any Contractor personnel who County determines, at County's sole discretion, to be unable to perform Contractor's obligations under the Contract, including but not limited to, inappropriate or unprofessional personal conduct and/or professional disabilities.

3.0 County Responsibilities

3.1 The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.

3.2 The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.

3.3 County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the subject material and learn how to use the Software, including operation of workstations in a MS Windows environment.

3.4 County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.

3.5 The County is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist County in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.

3.6 The County will provide timely access to its office facilities for Contractor personnel as needed during County's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the County Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.

3.7 The County will provide timely access to all areas of its premises required for Contractor to perform its responsibilities under this Contract. Access to restricted areas (including the server room, wiring closets, etc.) will require an authorized escort.

3.8 The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

3.9 The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.

3.10 The County shall be responsible for participating in the Product Overview sessions; Contractor-led "train-the-trainer" sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the

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Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.

- 3.11 The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.
- 3.12 The County shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the County site.
- 3.13 The County shall provide a facility that will serve as the software solution lab where computer terminals will be set up for interfacing with the test and development database.

4.0 Contractor Responsibilities

- 4.1 Contractor will provide County with required specifications for Local Hardware, including software specifications for required operating systems and network software, so that County may procure and/or configure the necessary Local hardware at County's expense.
- 4.2 If requested by the County, Contractor will provide technical support services to assist County in evaluating its Local Hardware; identifying network, communications and computer resources required to properly operate the Software; and installing and configuring the Local Hardware for the County. If Contractor provides these services, it guarantees to the County that, at the time of installation, the Local Hardware will be properly configured and installed, and will provide sufficient network communications, and computer resources to support the anticipated number of End Users.

5.0 Place of Performance

Contractor will perform project work at its own locations as well as in County offices. County will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work.

6.0 Project Management Plan

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto:

- 6.1 **Project Schedule:** A preliminary high-level Project Schedule is provided in Section 12 below. The Contractor and County Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.

The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.

- 6.2 **Deliverables:** A list of the key Deliverables, a form for tracking the completion of the Deliverables, and a sample of the Deliverable Acceptance Statement to be used to document completion of Deliverables. Deliverables will be tracked and County's acceptance of Deliverables will be documented. Deliverable documents will be provided to the County Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to produce them (e.g. Word, Excel, MS Project) unless specified differently in the Deliverables List or otherwise mutually agreed by the project managers.

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Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Contractor Project Manager will notify the County Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the County can take possession of the deliverable. Where delivery method includes a delay before the County is in receipt of the item, e.g. mail, then the delivery date will be when the County receives the item.

- 6.3 **Data Conversion Plan:** A description of the overall approach, responsibilities, and timing of the process for converting data from the County's legacy database to the Licensed Software. The Data Conversion Plan will be based on a two-step data conversion effort. The County will design and develop the programs to extract and cleanse the data from the current data structures into an intermediate file format. Contractor will design and develop the programs to convert the data from the intermediate files into the new system. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the County for the purpose of validation in the accuracy of the data and files extracted/imported.
- 6.4 **Issue Management Plan:** A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.
- 6.5 **Interface Specifications:** A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications.
- 6.6 **Training Plan:** A description of the strategy for providing comprehensive training in all aspects of system usage, administration and problem resolution will be developed during Project Initiation. The training strategy will include a needs analysis to define who needs training and on what topics, development of training curriculum, arrangement of training logistics, preparation of training materials, and assessing training effectiveness. Training will include classroom lectures and interactive training in concert with the online help resources and user manual. All training will have prescribed user-oriented objectives. Contractor will provide training materials. The Training Plan will incorporate training for the following groups of County staff, and include the indicated content:
- a. Trainers – Contractor will provide general end-user 'train-the-trainer' training to designated County 'Trainers'. This training will be conducted during the pre-installation period. The information the County 'Trainers' acquire will be used as they train the End Users. Several different 'train-the-trainer' classes will be taught prior to live implementation.
 - b. Key Users – County staff members identified by management who will be working with Contractor as a part of the installation and implementation team. This includes members of the County-designated Support Team who will be the principal points of contact with Contractor for ongoing maintenance as described in Exhibit C.
 - c. Supervisors/Managers – County staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.
- 6.7 **Risk Management Plan:** A high-level description of activities that Contractor and the County will implement to mitigate identified areas of risk to the successful completion of the Project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each Project risk at the appropriate management levels. The set of identified Project risks is monitored via Project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continuously be reassessed during the reporting/status updates for the project. Details on procedures in place for managing

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risk during the implementation process, including a template for a Risk Log to be used in tracking risks and their mitigations, will be defined in this plan.

- 6.8 **Resource Plan:** A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.
- 6.9 **Communication Plan:** A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the County during the execution of the Project.
- 6.10 **Change Control Plan:** The procedures to be used for requesting and approving changes to the Project, including changes initiated by either the Contractor or the County. It should include a Change Request form template and list of situations/activities that will require a duly authorized Change Request to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. The Change Control Process will include, at a minimum:
- a. A change request must be made in writing by the party desiring the change, to document the potential change.
 - b. The change will be reviewed and, if acceptable to County, Contractor will submit to County an estimate of the impact to cost, schedule, scope, and quality.
 - c. Contractor will continue performing the services in accordance with the original Contract unless otherwise agreed upon by the County's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.
 - d. All change requests will be logged and tracked.
 - e. Contractor's Project Manager and County's Project Manager will adapt project plans to incorporate approved changes.
- 6.11 **Document Control Plan:** A description of the manner in which Contractor will index and publish project documentation, and make that documentation available to the County.
- 6.12 **Acceptance Plan:** A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Contract or agreed upon in writing by both parties, acceptance testing will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:
- a. The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:
 - i. For the life of this Contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and
 - ii. If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.
 - iii. The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Contract is terminated.
 - b. "Final Acceptance" is defined as:
 - i. The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, and

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- ii. The final delivered product fully implemented in County's live production environment AND
- c. County will have thirty (30) days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the parties, in which to accept or reject it in writing. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Contract until County accepts the product or terminates this Contract upon written notice to Contractor.

6.13 Quality Management Plan: A high-level description of Contractor's procedures for ensuring the overall quality and efficacy of the Software.

7.0 Project Initiation

- 7.1 Contractor will, in accordance with the Document Control Plan, establish a documentation library that is available to County. County shall have the option of making all documentation available on County's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.
- 7.2 Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.
- 7.3 Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:
 - a. Identify all product configurations necessary to enable functionality to meet defined requirements;
 - b. Identify business processes changes required to be adopted by the Client in order to deploy the software; and
 - c. Familiarize client resources with the software for ultimate production usage – as introductory informal training.
- 7.4 Contractor will install the Software into a test area on County's Local Hardware for initial testing and training.

8.0 Project Execution

- 8.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.
- 8.2 Contractor will provide regular status reports in accordance with the Communication Plan.
- 8.3 Data Mapping Review
 - a. The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.
 - b. The County will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema
 - c. The Data Mapping Review will consist of the following tasks:
 - i. Confirm the source files containing data to be converted.
 - ii. Identify the data elements to be converted, or not converted, from each source file.
 - iii. Outline the programs required to extract the data.
 - iv. Provide an approach for controls and reconciliation to ensure the completeness of the mapping.

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- v. Identify data purification issues, including problem, magnitude, and correction alternatives.
 - vi. Document mapped data elements/files within a working document.
 - vii. Provide a "field-level" mapping of source file data elements to the new system database.
- d. In order to efficiently move through this process, the County may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

8.4 Data Conversion Development and Test

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

- a. County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- b. Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.
- c. Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

8.5 Data Conversion Delivery

- a. Contractor will load the converted data into the agreed upon environment, so the County can conduct acceptance testing in accordance with the Acceptance Plan.
- b. Contractor and the County will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:
 - i. Initial data load – This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate County data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.
 - ii. Full/Complete data load – This conversion builds from the Initial Data Load to include all business rules and a complete set of the County data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities.
 - iii. Production data load – this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

9.0 Training

Contractor will provide training in accordance with the Training Plan. Data used during training will be the County's converted data. In addition to training with the converted data, mock "live" sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee's skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

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10.0 User Acceptance Testing (UAT)

10.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County's business requirements and the Product Feature List:

<insert list here>

10.2 The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.

10.3 Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by County as critical then that error will be tracked and corrected as part of the UAT process.

10.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.

10.5 Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.

10.6 The following activities will take place during UAT, as further defined in the deliverables section of Schedule:

- a. Development of the Test Strategy Plan
- b. Development of Testing Scenarios and Scripts
- c. Execution of the Test Plan
- d. Management, documentation, reporting of test results
- e. Fault status tracking

11.0 Project Deliverables and Deliverables Acceptance

For each of the Deliverables there will be a formal acceptance process by which the County Project Manager provides Contractor with assurance that the County is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the County.
- b. For major project deliverables, Contractor will meet with the County Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.
- c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the County Project Manager.
- d. The County Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
- e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
- f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
- g. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the

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submitted DAS is also defined for each deliverable. In the event the County does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.

- 11.2 Deliverables List: Contractor will provide the deliverables described in the Deliverables List below. This Deliverables List is subject to revision in the Deliverables section of the Project Plan.

<Insert Deliverables List>

- 11.3 Final Project Acceptance

- a. Upon completion of all Deliverables, Contractor will present County with a Notice of Completion.
- b. Upon receipt of the Notice of Completion, County will: (a) sign the Notice of Completion, indicating County's final acceptance of the project; or (b) submit in writing to Contractor notice of any errors that County believes exist within the Software.
- c. If County has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Exhibit C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by County to memorialize Acceptance.

12.0 Project Schedule

The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of the date of preparation of this Contract. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule will be included in the Project Plan that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project. The current implementation schedule calls for an X to Y month deployment. The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date.

<Insert Project Schedule>

13.0 Additional Services

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Contract shall be subject to the applicable rates as described in Exhibit D.

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Exhibit B – Software Licensing

1.0 Agreement to License

This Contract provides for the license of Software by Contractor as Licensor to County as Licensee, in accordance with the terms and conditions of this Contract. Contractor shall license to County and County shall license from Contractor, the Software as described in Exhibit D - Schedule of Charges and Payments.

2.0 Grant of License

Unless this Contract is terminated in accordance with the provisions of Attachment I - Terms and Conditions, Contractor grants to County a, nontransferable, revocable and nonexclusive subscription license for use of the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this Contract. Such use shall be limited to County only. Title to the Software remains with Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Customizations, Derivatives and Enhancements thereto. Any data supplied by the County shall remain the property of the County.

3.0 Right to New Versions

If Contractor creates a new Version of the Software, Contractor will provide that new Version to County at no additional charge so long as the County is current with payments to Contractor for the Annual Software Subscription Fee. The delivery of each Version and Release will include Installation, any necessary data conversions, and Release documentation that will include Release/Version notes, and any updated Training materials prepared by Contractor. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the User Training with respect to each Version and Release. For clarity, new Versions will maintain the functionality of Customizations, Enhancements and Interfaces performed by Contractor and provided for under this Contract or any Change Order. County understands implementation of a new Version may require County to upgrade its Computer Systems.

4.0 Third Party Software

County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to County hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third persons.

5.0 Acceptance Testing

During the Test Period, County may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, County shall promptly notify Contractor in writing, and Contractor shall work diligently to correct all priority 1 nonconformities at no additional charge to County.

6.0 Local Hardware

6.1 In order to be executed and to perform in a satisfactory manner, the Software must be installed on Local Hardware that provides sufficient network, communications, and computer resources to support the anticipated number of End Users. The Local Hardware must be properly configured, installed, managed, and maintained. County is solely responsible for ensuring that the Local Hardware meets these standards and for ensuring that its Local Hardware is installed according to the schedule mutually agreed by both parties.

6.2 The Local Hardware and third party technologies required to properly execute the Software may change over time. Additional network, communications or computer resources may be required to enable County to install and use enhancements, promotions or new Versions of the Software. Contractor will make best efforts to give the County a minimum of 180 days' notice of additional third party software products that may be required, and provide

Exhibit 1: Software License, Modification and Maintenance

information to allow County to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

7.0 Rights of County as Licensee

- 7.1 If the Software is licensed on a per seat basis, County may use and execute the Software only on the licensed number of Seats designated on Exhibit D - Schedule of Charges and Payments. Unless otherwise provided on Exhibit D, County must purchase a license for each Seat that has access to the Software.
- 7.2 If the Software is licensed on a Site basis, County may use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in Exhibit D, County must purchase a license for each site for which the Software is used.
- 7.3 County may 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) Contractor'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 Contractor upon request. All copies that are made by County shall be the property of Contractor.
- 7.4 County may make copies of the Documentation for County's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.
- 7.5 County may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.

8.0 Restrictions

In addition to other restrictions set forth in this Contract, County may not:

- 8.1 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 Contract;
- 8.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Contract) in a commercial, retail, service bureau, or similar enterprise;
- 8.3 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 Contract;
- 8.4 Without prior written approval of Contractor, modify or manipulate the data in the Software's database, except by means provided in the Software;
- 8.5 Without prior written approval of Contractor, 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 Contract; or
- 8.6 Intentionally remove the labels or any proprietary legends from the Software or its Documentation.

9.0 Tools and 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 for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

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10.0 Documentation

Contractor will provide Documentation of the process and procedures for use of the Software, including all screens. Documentation will be embedded in the Software and accessible to End Users through a "Help" icon or menu.

11.0 Right to Audit

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor's written request, during normal business hours and at times mutually agreed upon by the parties, to audit County's use of the Software to monitor compliance with this Contract. If an audit reveals that County has exceeded the restrictions on use, County shall be responsible for the prompt payment to Contractor of any underpayment of license fees.

Exhibit 1: Software License, Modification and Maintenance

Exhibit C – Software Maintenance

1.0 Scope of Software Maintenance

- 1.1 This Exhibit C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software Licensing (Exhibit B) between the parties, as listed on Exhibit D - Schedule of Charges and Payments. This Contract provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Contract does not provide for maintenance services for any third party software not provided by Contractor to County or for any hardware.
- 1.2 Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor 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 Contractor as additional consulting services for which County will be billed at Contractor's then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

2.0 Term of Software Maintenance

- 2.1 The initial term ("Initial Term") of this Exhibit C shall begin on the effective date of this Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall continue in effective for sixty (60) months following the System Cutover. Unless sooner terminated or extended in accordance with the terms hereof, the term of this Exhibit C shall remain in effect for a period ending on the date immediately prior to the fifth (5th) annual anniversary date of the Maintenance Agreement Effective Date.
- 2.2 Upon expiration of the Initial Term, subject to the same fees paid by Contractor during the prior term unless adjusted in accordance with Section 3 below, Exhibit C will automatically renew for a successive period of one (1) year ("First Renewal Term"), as set forth above, unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the Initial Term that Exhibit C will not be renewed beyond the Initial Term. Thereafter, Exhibit C will automatically renew for successive periods of one (1) year ("Subsequent Term(s)") unless either party gives the other party written notice at least ninety (90) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as "Term".

3.0 Software Support and Maintenance Fees

Software Support and maintenance fees shall be as detailed in Exhibit D - Schedule of Charges and Payments.

4.0 Hosting Services

Contractor shall arrange hosting of the Software on behalf of the County. For the Term of this Contract and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Contract and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following such change. Contractor will make commercially reasonable efforts to choose a new hosting provider that conforms to the specifications as set forth here:

<Insert specifications here>

Should Hosting Vendor not be approved by County, Contractor agrees that County will be offered the option of purchasing servers and maintaining the system by County, or selecting a new Hosting Vendor that is acceptable to both Contractor and County. If County decides to move to its own

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hosting provider or on premise there is the potential for lost functionality and the County will be responsible for all of the cost related to the move. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality.

- 5.0 Data Backup, Retention and Disposal.** Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six (36) months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used. In addition, Contractor will provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from Contractor's production systems.

- 6.0 Administrative Functions Performed by Contractor.** Contractor shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring. If any change requested by the County for the administration of the Software require changes to reports, interfaces, workflows, creation of an event(s) or similar, the change order process outlined in Exhibit C will be used to describe the work to be performed and any costs to be borne by County.

- 7.0 Confidentiality of County Information.** Any information obtained by Contractor or a sub-contractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The system must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the County.

8.0 Covered Maintenance

Contractor will provide to County: (i) all services required to ensure that the Software operates in conformity with all Specifications; and (ii) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Contract. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

9.0 County Obligations

- 9.1** County may designate up to five (5) persons by whom requests by County for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. County may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.
- 9.2** County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 9.3** County shall maintain a Computer System that shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or damage

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caused by any computer virus on County's Computer System, except those which may prove to be attributed to Contractor's software or activities.

9.4 County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System. Contractor 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 other than that which is caused by an employee of Contractor. Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.

9.5 **Software Administration.** County, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords.

9.6 **Communications Equipment.** County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's provision of use for the Software.

10.0 Compliance Updates

Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support. Contractor will provide up to 1000 hours of technical effort per calendar year in furtherance of legislative compliance updates. Any hours over 1000 that are required to meet a compliance update effort by Contractor shall be spread on an equitable basis across Contractor's affected client base on a time and materials basis.

11.0 Service Level Agreement

11.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.

11.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.

11.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

11.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment that is required at County's location for remote support is to be obtained by County.

11.5 Contractor 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 County-recognized holidays.

11.6 Response Policy

Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate

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the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

<Insert table illustrating negotiated Service Level Agreement, with definitions and response standards for each priority code.>

11.7 Remedies

In the event Contractor fails to meet the service level standards described herein, County may, without penalty, withhold payment for maintenance and support fees until said standards are met.

12.0 Right to Modify or Cancel Support

12.1 County may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days' notice to Contractor.

12.2 County may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days' notice to Contractor.

12.3 County may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide County with right to any software upgrades released during that period.

12.4 The parties agree that County may request additional services not covered under this Contract by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (i) additional Training; (ii) programming, configuration and data migration or repair; (iii) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, 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 and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by County. The County shall be charged at the rates set forth in Exhibit D for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Exhibit D, unless specified otherwise in the Change Order. Any impact on the Software License Fee will also be reflected in the Change Order.

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Exhibit D – Schedule of Charges and Payments

1.0 License Fees

<Insert description of License Fees

2.0 Implementation Costs

<Insert description of Implementation Costs>

3.0 Maintenance and Support Fees

The maintenance and support fees for the Licensed Software are as follows:

Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$

The annual Maintenance and Support fee for Year One is included in the Total Project Charges and will be paid in accordance with the payment scheduled described in Section 6.1 of the Schedule E. Fees for subsequent years are due on the anniversary date the date of Final Acceptance.

4.0 Payments

4.1 <Insert payment schedule based on schedule of deliverables>

4.2 The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of Contractor's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.

4.3 Any cost adjustments to the Contract must be agreed upon by the parties by amending this Contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this Contract through the Change Request process.

4.4 Payment will be made by County upon receipt by County of invoices from Contractor. County will be allowed thirty (30) days to process each payment.

4.5 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

4.6 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.

4.7 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this Contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by

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County's Project Manager.

5.0 Taxes

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

6.0 Payment Terms

All payments are due net 30 Days following County's receipt of an accurate invoice.

Exhibit A: System Requirements Questionnaire

This lists Butte County's requirements for a Case Management Software System to meet the needs of our Probation Department, including Juvenile Hall. Though the term "requirements" is used here, the County understands that some compromises may need to be made in system functionality in order to select the system that will best meet our needs. So, we have indicated in the Code column M for a Mandatory requirement (included in base system) or D for a Desirable requirement. If bidder does not currently comply with a mandatory requirement they have the opportunity to comply by RFP award date. Please complete this questionnaire, indicating whether your proposed system complies with each of the listed requirements. Include the completed questionnaire with your proposal. Provide explanations as needed on additional pages, using the ID numbers to relate your responses to the listed items.

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
A. General System Requirements					
A.1	M	Application print functions must be accomplished through local windows network printing services.			
A.2	M	The system must allow for easy modifications or additions to drop down menus.			
A.3	M	The system must allow for renaming any or all system fields to meet local agency or user requirements.			
A.4	M	Ability to seal or expunge records but maintain compliance with AB989.			
A.5	M	Ability to search for and merge duplicate records.			
A.6	M	Ability to delete records.			
A.7	M	Ability to maintain employee tables via application.			
A.8	D	Ability to document and track work actions performed by staff and provide for the auto-creation of agency-defined documents, events, and notification, based on these work actions.			
A.9	D	Ability for the closure of a case to auto-create agency defined documents, events, system reports, and notifications.			
A.10	D	The system must provide a method for automatically linking/triggering events, case status changes, documents, and correspondence.			
A.11	D	The system must provide the ability to initiate and schedule future tasks on individual or group events based on the occurrence of prior tasks or events determined by agency-defined business rules.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
A.12	D	The system must provide automated tickler, alert, or prompt capability, including the ability to identify events coming due or overdue, periods about to expire or expired, and events of which user should be aware based on agency-defined business rules. Users will have the ability to edit standard alerts and create manual alerts.			
A.13	M	The system must use a graphical user interface (GUI) to provide a standard, user-friendly, look and feel. The system should make good use of GUI features including windows, menus, scroll bars, pop-up windows (dialogs), buttons, and list boxes. Small fonts, small symbols and non-intuitive processes shall be considered design weaknesses.			
A.14	M	This system must be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements.			
A.15	D	The system must provide a context sensitive help selection that can be accessed from any screen that displays help related to the screen in use.			
A.16	D	System shall have the availability of a detailed, on-line system manual with guides for various user roles.			
A.17	M	Ability to change officer name without disturbance of established data linkages, i.e. allow a permanent officer id #.			
A.18	M	Ability to identify officers by officer id# and not exclusively by caseload #, maintaining history of officer caseload assignment.			
A.19	M	Ability to designate specific fields as required and to not permit the user to advance past a required field or screen without completing it.			
A.20	M	Ability to track and audit record changes and user viewing history by user id.			
A.21	M	System must provide 24/7 access.			
A.22	D	Administrators are capable of restricting individual user access time.			
A.23	M	The system shall allow for a least 300 users with varying levels of security privilege that determine which parts of the system are accessible and editable.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
A.24	M	The system shall retain all non-active staff user records in the system and all records shall retain these users as connected and owners of the journals, events and other components created or recorded while that staff person was in Butte County Probation Department (BCPD).			
A.25	M	All date fields, time, zip codes, SSN and other key fields shall have data validation to limit wrongly formatted data entry.			
A.26	D	The system shall provide a means of simple spell checking for all free-text fields.			
A.27	D	The system shall prompt users to save information when users navigate off screen.			
A.28	M	An externally hosted system shall be provided and the necessary hardware maintained by the vendor in a secure datacenter to standards acceptable to County ITD and made available in writing.			
A.29	M	The system shall provide connectivity in real time.			
A.30	D	BCPD is interested in the functionality that would allow DPOs to plan out their caseload visitations using a routing logistics tool that would calculate the optimal route for their anticipated caseload each day and week. This functionality shall permit staff to generate optimal assignments and routes to permit the optimization of client assignment.			
A.31	D	Ability to support Electronic Signature for required documents.			
B. Calendar					
B.1	D	Ability to export event information to Outlook.			
B.2	D	Ability to produce schedules for individuals, events, tasks, locations, and dates (e.g., mandatory dates reports are due for court). These schedules must be printable; exportable to Excel, and Adobe Acrobat; web accessible, and exportable to Outlook.			
B.3	D	Ability to consolidate and/or display individual, division and department wide schedules.			
C. Cases (Adult and Juvenile)					
C.1	D	Data should have default values where applicable.			
C.2	D	The system must allow for any file type to be linked and opened from a central document repository (e.g., scanned documents, documents generated, and mug shots).			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
C.3	D	The system must allow users to view all involvements to a case on one screen, i.e., a case inquiry identifies the defendant, co-defendant, victim, parent/guardian of juvenile, and any related cases.			
C.4	D	Ability to easily copy entire case information, including charges and involved person, for co-defendant based cases.			
C.5	M	Ability to capture and track an unlimited number of addresses, phone numbers and e-mails for any individual.			
C.6	M	Ability to track the dates associated with all charges.			
C.7	M	The system must include or allow for a case supervision level rating.			
C.8	D	The system shall include case supervision level history.			
C.9	M	The system must provide a facility for reopening previously closed cases, retaining previous case closure and current reopening information.			
C.10	M	The system must provide for the mandatory use of agency-specified "codes" in certain fields, such as statutes and case status.			
C.11	M	Ability to transfer cases and outstanding activities between Probation Officers by individual case, multiple cases or entire caseloads.			
C.12	M	Ability to track event information including, but not limited to, type, location, date and time, and event notes.			
C.13	M	Ability to store an unlimited number of associated law enforcement agencies.			
C.14	M	The system must allow users to open multiple sessions of the application at the same time.			
C.15	M	The system must allow for only one record or ID per individual with unified demographic data.			
C.16	D	The ability to view and edit history on relevant screens. (e.g. caseload assignment history, case status history)			
D. Charges					
D.1	M	For each charge, the system must track the sentence, the sentence credit and suspended time, and the sentence location.			
D.2	D	For statistical purposes the system must provide the ability to track arresting charges.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
D.3	M	For statistical purposes the system must provide the ability to track final charges.			
D.4	D	The system must allow users to track location information for the charge(s).			
D.5	M	The system must be able to update charge tables (statute, offense code), and effective date range(s) for present and future crimes while maintaining the past charge table's effective date range(s) on past cases.			
D.6	M	The system must have the ability to track non-monetary provisions (e.g., work program, community service, service restitution) based on court order.			
D.7	M	The system must record an unlimited number of charges per case, per defendant and per grant of probation.			
D.8	M	The system must track conditions of the court placed on the case.			
D.9	M	The system must track statute enhancers and statute modifiers.			
D.10	D	The system must allow users to indicate if a charge has been reduced and automatically reduce the charge.			
E. Compatibility					
E.1	M	Interfaces with regulatory agencies as needed to meet any mandated reporting requirement(s) should be incorporated wherever possible in order to reduce and/or eliminate duplicated data entry and the errors inherent in those duplicate efforts.			
E.2	M	The system must be able to support ODBC data base queries at a minimum.			
E.3	M	A one-way interface to a third party assessment tool.			
E.4	D	A two-way interface to a third party assessment tool.			
E.5	D	ORCS (Own Recognizance Computer System) - Track offenders released on Own Recognizance.			
E.6	D	Ability to upload and track drug testing data from drug testing vendor's reports.			
E.7	M	The system must provide an interface to State of California Dept. of Justice (JCPSS).			
E.8	D	Interface to Smart Justice.			
E.9	D	The system must be GJXDM (Justice XML) compatible to provide for integration with other agency and state case management systems.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
E.10	D	The system must provide an interface to the state child protective systems CWS / CMS.			
E.11	D	The system must provide an interface to Microsoft SharePoint for document imaging and document management capabilities.			
E.12	M	The system must use Offense codes from DOJ with CJISCODES.			
E.13	D	The system should automate the data input process, alleviating the amount of redundant data entry and improving the efficiency and integrity of the data housed within the system by transferring and receiving data to and from County Justice agencies, including: <ul style="list-style-type: none"> • Sheriff's Jail Management System • Sheriff's Records Management System • District Attorney • Courts (Tyler Odyssey) 			
E.14	M	The system should utilize the Microsoft Office suite of products for document generation and be capable of using a web-based reporting systems such as Crystal Reports for weekly and monthly reporting.			
E.15	M	The system must provide one-way integration with a phone reporting system.			
E.16	D	The system must provide two-way integration with a phone reporting system.			
E.17	M	The system must provide for local data exports.			
F. Database					
F.1	M	In case of a system failure, there must be a means to restore lost data within a 4 hour timeframe from backed up data.			
F.2	M	The system must provide the ability to add new, custom fields of information to the database, to define characteristics of those fields (e.g., required or not, type of field) and to allow validation.			
F.3	M	The database must be fully relational and require only single entry of data elements, e.g., name records must be entered only once and linked to other tables by reference only. There must be no duplicate entry required for data elements.			
F.4	M	The system must be able to back up data to the county.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
F.5	M	The system must be available in a multi-user environment providing concurrent access to an individual and allowing for each user to edit data in different nodes of the same individual. (e.g. Juvenile Hall counselor updating detention management while Probation Officer updates contacts and support staff updates hearing data at the same time on the same individual)			
F.6	D	The system shall provide for simple exporting functionality of all core system data from tables by non-database administrator staff using a simplified query or reporting system accessible to authorized users only. This export utility shall allow the user to export raw data in CSV or Excel formats.			
F.7	M	The system must have the ability to have more than one individual open simultaneously.			
G. Detention Module					
The system must have the ability to record the following data elements:					
G.1	M	Arrest information to include arresting agency and identifying report number.			
G.2	M	Admission date/time.			
G.3	M	Capture booking reason and all other pertinent booking information.			
G.4	D	Automatic notification to Probation Officer when the minor is admitted to a facility and any status change including release.			
G.5	M	Minor's current physical location (e.g. facility, building, floor, room, bed) including date & time, within facility and multiple facilities and maintain history of transfers.			
G.6	M	Personal property inventory and status.			
G.7	M	Detention conditions.			
G.8	M	Medical information, health and activities & recreation. (e.g. medications, allergies). Include history.			
G.9	M	Initial client intake process shall allow for manual entry of stay away orders and provide visual warnings of current orders.			
G.10	M	DNA tracking.			
G.11	M	Psychological information (e.g. psychotropic medications, suicide risk/watch, psychological evaluations). Include history.			
G.12	M	Allowed visitation, by name and relationship. Ability to link photos.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
G.13	M	List of all parents' and guardians' addresses and phone numbers.			
G.14	D	Current custodian indicator.			
G.15	M	Minor's current address.			
G.16	M	Nutrition information (e.g. special diet requirements, food allergies).			
G.17	M	Scheduled court hearings, including department and location. Include history.			
G.18	M	Capture required days in custody (e.g. Court Ordered) and calculate balances. Include proposed release date based on days that remain to be served.			
G.19	M	Calculate minor's actual days in custody. Differentiate between various types of custody (e.g., pre- and post-disposition, electronic monitoring).			
G.20	M	Daily facility population by facility/building/unit/room.			
G.21	D	Room check logs by shifts. Include history.			
G.22	D	Room check timer.			
G.23	D	Capture shift notes to allow sharing of facility information for next shifts.			
G.24	M	Track incident reports and grievances requiring senior staffer approval. Include history.			
G.25	M	Track incidents by type and outcome.			
G.26	D	Track 48 hour petition requirement on minors detained.			
G.27	M	Capture release date/time.			
G.28	M	Capture release information, to whom minor is released (e.g. parent, guardian, other county, and private placement).			
G.29	M	Ability to track and calendar client program and outcomes.			
G.30	M	The system shall have components to prevent unauthorized or dangerous cohabitation for youth in Juvenile Hall and Camp Condor, as defined by internal mandated housing protocol. The system shall, at minimum, track and alert staff of the following: client's gang affiliation, stay away orders, co-participant relationships, victim relationship, age, sex, and client status. Such fields must be visible on primary screens.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
G.31	M	The system shall allow a quick view of health and safety items, including but not limited to, health, safety (room conflicts), dietary restrictions, bed availability, gender, age, and client status.			
G.32	M	The system shall display a schematic overview of all facilities with clear labeling and annotations of each facility and the capacity of rooms. This schematic shall be dynamic.			
G.33	M	Assignments of clients to rooms shall be accessible from the case record, or room schematic view.			
G.34	D	The system shall allow for items collected as evidence to be recorded and tracked by storage location and responsible staff.			
G.35	M	The system shall track all compliance items in order to support facility compliance with Board of State & Community Corrections Monthly & Quarterly Juvenile Detention Profile Surveys.			
G.36	D	The system shall track the following items: discipline, school attendance, grades & other school activities, exercise, safety & security.			
G.37	M	The system shall track service referrals – referral to youth and/or families to outside service providers			
G.38	M	A Points Program designed to incentivize behavior and achievement. The system shall track resident progress and achievements status by tracking the client's status by week or date and with the ability to run reports on an individual client and aggregate reports by unit and DPO.			
G.39	M	The system shall capture detentions in other institutions. (Used for Assessments.)			
G.40	M	The system must have an interactive facility map which shows name and gender in each cell and would show room availability during room assignment.			
G.41	M	The system must have a roster report showing all individuals in a pod or the entire facility with Offense, Offense level, Medical codes, Gender, Age, Length of time served, commitment time, etc.			
H. Documents					
H.1	M	The system must allow documents to be linked to an individual for future reference.			
H.2	M	The system must allow users to automatically generate documents and forms in commonly used formats from within the application and linked to a file.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
H.3	D	The system must contain a document scanning feature that allows users to scan hardcopy documents directly into the electronic case file.			
H.4	M	The system must be able to store multiple documents per individual.			
H.5	D	The system shall allow users to edit documents and to route electronically for further editing and electronic approval as needed. The system shall log which users made which edits.			
H.6	D	The system shall assign a standardized naming convention for each document created based on the document type. The system shall allow for customization of naming conventions.			
H.7	D	The system shall allow users to easily access and retrieve created and imported documents.			
I. Email/Notifications					
I.1	D	The system must be able to provide automatic notification via email or other message system of activities or changes in case (e.g., notify prosecutor, officers, judges, other case participants of noteworthy activity in case) based on agency-defined business rules.			
I.2	D	The software application must have the ability to use Microsoft Exchange for case- and name-based email correspondence and create an audit trail of the mail sent.			
I.3	D	The system shall allow a user to email a client or other department staff from within the application and directly creating an email in Microsoft Outlook. Various templates shall be possible to activate at different system components with predefined subject fields and content templates.			
J. Search Capabilities					
J.1	M	The system must allow users to conduct searches for Name records using many combinations of search criteria, including, but not limited to, partial name, address, social security number, date of birth, sex, race, caseload, school, Agency Reference Numbers (e.g. FBI #, CII #, file #, etc.). All key information fields shall contain relevant validation screening.			
J.2	D	The system must provide the ability to search on all data fields or data or combinations of data fields.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
J.3	D	The system must provide the ability to search on ranges of information in applicable fields, such as date and weight fields.			
J.4	D	Searches may be conducted using either explicit "like", or SOUNDEX type specifications and incorporate wildcard characters.			
J.5	D	All searches must be exportable to third party programs for further use and printing.			
J.6	D	The system shall also allow for simple and highly visible cross-referencing of accounts by address, unique identifiers, police report numbers and other identifiers.			
J.7	D	Results screens and lists of clients or cases shall be sortable via column buttons or tools to allow for simple re-ordering of results based on all fields displayed, including name, DPB, City or unit.			
K. Individuals					
K.1	D	The system must allow for an unlimited number of co-defendants and victims per court case.			
K.2	M	The system must allow users to enter an unlimited number of name-specific relationships, such as brother, sister, business associate, etc.			
K.3	M	Relationship records can be shared with multiple individuals. (e.g. An individual's father can be linked with other individuals without creating multiple father records.)			
K.4	M	The system must allow users to view all cases linked to a name, and from this view allow users to go directly to a chosen case.			
K.5	D	The system must allow users to view all involvements to an individual on one screen, i.e., a name inquiry identifies, at a minimum, all aliases, all cases, the person's relationship to each case (for example, client, defendant, victim, witness, or parent/guardian of juvenile) and any associated charges.			
K.6	M	The system must be able to track an unlimited number of relationships between Name records (including aliases and monikers).			
K.7	D	The system must be designed to accommodate use by multiple agencies and/or divisions while still using the same master name database.			
K.8	M	The system must store an unlimited number of aliases linked to the primary individual.			

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ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
K.9	M	The ability to specify Gang Affiliation and Gang Relationship, type of involvement and end of affiliation information.			
K.10	M	A client's relationship to other subjects must be maintained by the system. This function shall identify the two subjects and the nature and implications of the relationship.			
L. Navigation					
L.1	D	The system must allow users to freely move from screen to screen without having to return to the main menu.			
L.2	D	The system must provide a dynamic, office- or division-wide activity list where system users can control, navigate directly to specific cases, and view events, case statuses, documents, and prosecutor and defendant activity involvements. The view of this event information is displayed based off of system user searches and displays on spans of time, locations, specific events, add dates, and status.			
L.3	M	Workflow tools must be available to help automate common case management tasks and processes and should be customizable by a local administrator user to show or guide a series of defined steps and/or goals as determined by BCPD. All workflows shall have visual prompts to guide a user through the required process and dependencies to prevent missed steps. Such workflows may include mandates for contacts, reports, assessments, and other defined tasks. When navigating from screen to screen, the system must have the ability to maintain the current information and carry the information to the next screen to eliminate the need to re-enter any information.			
M. Numbers					
M.1	D	For those cases and names with duplicate identifiers (i.e. DL number, SSN's, court numbers) the system must prompt system administrators as to whether they would like to link the duplicate identifiers to the name or case record.			

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ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
M.2	D	The system must allow for an unlimited number of additional system-generated numbers that can be associated to the case and name. These number schemes must be able to be completely defined by each agency, must be able to include case type, agency, and/or division abbreviations, sequential number (e.g. CR-04-1234), and be generated office-wide, division-wide or for certain case types.			
M.3	M	The system must capture unique identification numbers for individuals, including FBI numbers, California Identification and Information numbers, Social Security numbers, and Driver's License numbers.			
M.4	M	The system must allow for an unlimited number of identification numbers that can be associated to the case and name. (e.g., multiple SSN's, Driver License Numbers).			
M.5	M	The system must apply data entry formatting in applicable fields, i.e., Phone Number (###) ###-####x####, ZIP Code [##### (-####)], or Canadian ZIP Code (?#? #?#).			
M.6	M	The system must be able to allow the linking of law enforcement numbers (e.g. citation#, report#) to specific charges.			
M.7	M	The system must be able to allow the linking of law enforcement and court numbers to specific cases. These law enforcement and court numbers must be completely searchable to find cases. To force data entry and for proper document formatting, number entry must be masked based on agency defined standards. (e.g., law enforcement numbers may follow a numbering convention 04-1234, compared to a court number with a numbering convention of SF07-123).			
N. Query and Ad Hoc Retrieval					
N.1	D	Users shall have the capability to perform ad hoc queries using simple or complex conditional queries.			
N.2	D	String of query commands should be unlimited.			
N.3	D	Queries shall be constructed either using simple form filters, or by a query builder tool.			
N.4	D	The system will allow for ad hoc reports to be created using any of the fields of data related to a person, case or officer, without requiring the knowledge of programming languages.			
N.5	D	The system will have the capability to export caseload data and financial data to Microsoft Excel.			

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ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
N.6	D	The system will be able to direct reports to a workstation screen, file, network printer, or e-mail account.			
N.7	D	Ability to generate mug shot line-ups based on demographic queries.			
N.8	D	Ability to publish ad hoc report scripts to a shared environment.			
N.9	D	Ability to retain ad hoc report scripts.			
O. Reports					
O.1	D	Reports should be able to show graphs, charts, or other graphical representations of data.			
O.2	D	The system must allow for the placement of reports in user-defined locations in order for eased execution of reports. (e.g., Calendar reports are run from the Calendar screens or tables.)			
O.3	D	The system must allow the general user to easily run reports without having any report writing knowledge.			
O.4	D	The system must be able to generate a summary report for all involvements tracked in the application for any individual.			
O.5	M	The system must include a collection of commonly used standard reports including activity tracking related to user input and case contact activity.			
O.6	D	The system must include a flexible report writer to create custom views for statistical and managerial reports without need of programming assistance.			
O.7	D	The system must provide the ability for reports to be distributed to and viewed by personnel not using the application.			
O.8	M	The system must provide the ability for reports to be exported to multiple formats, such as Adobe Acrobat, Excel, and HTML.			
O.9	M	The system must provide the ability to format reports to accommodate multiple paper sizes and viewing layouts.			
O.10	D	The system must provide end users with the ability to schedule reports to run at a pre-determined time, and must be able to print to a variety of printers and plotters.			
O.11	M	The proposed application software shall have the capability to generate form letters or reports in MS Word.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
O.12	M	Using MS Word templates or a form letter generator (wizard), form letters and reports shall be generated prefilled with specific data stored within the proposed application software database. For example, the package shall be able to download MS Word files containing notices or reports (e.g. appointment letters, termination letters, detention hearing notices, petitions, Probation reports, VOPs) to the user's PC.			
O.13	D	The proposed application software will allow form letters/reports, with the capability of utilizing data stored, as explained above, to be added or modified as necessary.			
O.14	M	Whenever a document or report has been generated, allow user to link completed document to related case file for future reference.			
O.15	D	Auto-generated documents should automatically link to the related case file for future reference.			
O.16	M	Generated reports shall be available to be viewed on the user's PC, printed as a hard copy, or e-mailed.			
O.17	D	All reports must be capable of being run for current point in time and/or a historical point in time or range.			
O.18	D	Whenever a document or report has been generated, allow user to link completed document to related case file for future reference.			
O.19	M	The system must be able to accommodate in-house created reports accessible by users.			
O.20	D	Each case record and client record shall contain a progress and status report that allows the supervising DPO quick visibility into the progress of each client.			
O.21	D	Every change or edit to a court compliance report or status shall be saved as a revision to the record and shall allow for a new status or updated record to be saved (including who has accessed and/or made edits to file, etc.).			
O.22	D	The system must be able to generate a report for the annual CPOC survey and AB109 report.			
P. Security					
P.1	M	For key records, such as name and case information, the system must track the date, time, and id of the person who added the record, and the date, time, and id of the person who last modified the record. Information must be reportable through database query.			

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ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
P.2	M	For reports that are created and viewed, the system must provide users with the ability to define security that determines if the reports can be opened, moved, deleted, or copied.			
P.3	M	In accordance with applicable State law, staff with a designated user level shall be able to expunge and/or seal records while maintaining the ability to retain statistical data associated with the offender.			
P.4	M	The system must have multiple levels of user security that provide for read-only, read-write, and update access.			
P.5	M	The system must provide the ability for reports to be run from a secure website.			
P.6	D	All applications must authenticate using LDAP and Microsoft Active Directory protocols.			
P.7	M	The password module should have the ability to "lock-out" users after a designated number of failed attempts. The module must require administrator intervention to remove the lockout and/or should have the ability for users to reset their password using security questions or email verification.			
P.8	M	Passwords must be encrypted during user authentication.			
P.9	M	Security measures must ensure the confidentiality of all files within the system. A unique login and password must be available to each user, and must be linked to the defined application capabilities for each user.			
P.10	M	System and application level passwords must be required to access the system and application modules. Users should be able to change their own passwords.			
P.11	M	Utilities should be incorporated to enforce rules for password construction. Rules should provide for minimum length passwords, allow for a combination of alpha, numeric, and special characters, provide for a mixture of upper and lower cases, and force password change on predetermined basis of time.			
P.12	M	The system administrator must be able to define security on both a group and an individual level, with the ability to provide custom views of the system, based on access rights, while still providing system administrators a global view on all records.			
P.13	M	The system administrator must be able to control access to the system by maintaining users and roles.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
P.14	D	The system must allow remote fire-walled agencies to utilize the software application.			
P.15	M	For security purposes the areas accessed must be able to be defined by Butte County's technical staff based on groups, roles, or users. For example, a law enforcement officer can only query certain areas of the application while the administration can query the entire application.			
P.16	M	The system must provide for security based on the type of case; for example, access to juvenile cases can be restricted.			
P.17	M	The system must provide for security on at least the following levels: screen, function (add, modify, etc.), and case type.			
P.18	D	The system must provide multi-agency, multi-division, and multi-jurisdiction security for Case records such that employees of one agency can be restricted from viewing/modifying the Case records of another agency using the application.			
P.19	M	The system must support various types of access privileges, for example, read only, update, no access.			
P.20	M	The system Database Administration Module must allow the System Administrator to create, store, and assign user groups having similar access capabilities. When a new user is assigned a user ID and password, the System Administrator must be able to simply select from a pre-established user access group, or if needed customize user access for a group to create a new category.	m		
Q. Support					
Q.1	D	Annual user group meetings are held in California for customers.			
Q.2	M	Live technical support is available Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Time.			
Q.3	M	System should be totally supported by the selected vendor including operating system, database, and application for the life of the contract.			
Q.4	M	The vendor will have an emergency contact telephone number available, 24 hours a day, seven days a week for priority problems. Response time must be stated by contractor.			

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ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
Q.5	M	The vendor must maintain a customer accessible section of their web site in order for enhancement/bug submission. Contractor shall document, track and report problems, change requests and bugs and the resolution of such. Contractor shall assign incident number to all such reports and queries and shall maintain these incidents in a tracking database.			
Q.6	D	The vendor shall have a message board/forum access, and online access to support users and for the sharing of documents and reports with other customers.			
Q.7	D	The vendor will designate a specific employee or team to serve as the vendor's liaison with the Butte County Agencies using the product.			
Q.8	D	The vendor will develop a work plan to document how they will resolve potential and actual problems including the availability of backup resources should they be needed.			
Q.9	D	Vendor supplied user's manual and/or help screen or training materials updated as changes are made to the system.			
Q.10	M	Error description for mandatory fields.			
R. Training					
R.1	M	Training will include a system overview, data entry and inquiry, document and form generation, and use of all modules, including use of imaging for adding documents to the system.			
R.2	M	The system must provide a test database, independent of the actual database, for training & validation purposes.			
R.3	D	The vendor must make available, subject to renewal of annual support and maintenance, ongoing opportunities for end user training, either onsite or web-based meeting.			
R.4	M	The vendor must provide a detailed training schedule prior to implementation.			
R.5	D	The vendor must provide training using detailed training plans.			
R.6	M	Customized training for BCPD staff who shall be using and administering the system for internal support, customization and optimization. - Approximately 5			
R.7	M	Customized training for Juvenile Hall staff. - Approximately 50			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
R.8	M	Customized training for Support staff – Approximately 15			
R.9	M	Customized training for Probation Officers – Approximately 90			
R.10	D	Trainings using text, graphics and video must be provided for real-time guidance and training on new topics and updates.			
R.11	M	Training time availability: Institutional staff require trainings during evenings and weekends. The bidder shall state if evening and weekend trainings shall be made available and if there are any limitations.			
R.12	D	Standards and Training for Corrections (STC) Certification: Upon award, the contracted vendor must work with the Probation's Training Unit to get the classes STC certified through the STC entity.			
R.13	D	Bidders shall describe training documentation provided and state if there shall be an On-Line User Guide by function/module.			
S. Updates					
S.1	M	The vendor shall keep systems current with Federal, State, and Butte County laws, mandates and reporting requirements at least annually, at the beginning of the calendar year, and upon request by BCPD, as laws, penal codes and other reporting codes or business processes are changed as part of maintenance contract.			
S.2	D	Any system updates and changes to the system shall be pushed out to the users in coordination with IT staff and updated training tools and support shall be provided during these times.			
T. Juvenile and Adult Records					
T.1	M	Name fields should include middle name and a suffix field (e.g. Jr., Sr., and III).			
T.2	M	Capture date of birth and demographics (height, weight, hair, and eye color).			
T.3	M	Capture physical and mailing address. Ability to automatically update history when changes are made to address.			
T.4	D	Ability to validate via USPS (United States Postal Service) on mailing address.			
T.5	M	Capture telephone numbers including multiple types (e.g. home, work, cell, and message). Include history.			
T.6	M	Capture electronic mail address.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
T.7	D	System shall validate if address exists and alert staff of unverified addresses.			
T.8	M	Capture employment information to include history.			
T.9	D	Capture any agencies that may be involved or need notification on individual (e.g. Parole, CPS (Child Protective Services), ICE (Immigration and Customs Enforcement)).			
T.10	M	Capture gang information to include type of involvement (e.g. affiliated, claims, validated).			
T.11	M	Ability to upload and store various photos to case file to include mug shots and attach a description, date & event to each image. Ability to keep historical photographs and index by date and rank photographs for default pictures.			
T.12	M	Identifying marks should include various types of marks including tattoos, scars and other physical features.			
T.13	M	Capture race, ethnicity, nationality, marital status, and primary language.			
T.14	M	The proposed application software must include a message system or alert pop-up to allow for automatic notification to users and staff of case status, status changes, calendar appointments and event information.			
T.15	D	The proposed application software must include a message system or alert pop-up to allow for automatic notification to SPO or failure to meet department set caseload standards or caseload status changes.			
T.16	M	Warnings and/or flags. Ability to identify cases that pose potential hazards and/or conditions that merit special attention. (Officer Safety)			
T.17	D	The system shall allow for items collected as evidence to be recorded and tracked by storage location and responsible staff.			
T.18	M	Ability to automatically assign offense levels based on highest level grant, i.e. felony, misdemeanor, status offense, infractions.			
T.19	M	Ability to identify and track transfers in and out.			
T.20	M	Ability to assign search conditions.			
T.21	M	Ability to assign individuals to programs.			
T.22	M	Ability to track client program activities.			
T.23	M	Ability to track victim restitution, fines, payment history, due dates, and remaining balance information.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
T.24	D	Ability to track file location.			
T.25	M	Ability to track multiple sanctions.			
T.26	D	Both Adult and Juvenile Service Divisions have incorporated a "response grid" which outlines appropriate DPO actions in response to a client status. The system shall provide a method of tracking response actions including, but not limited to: violations, incentives, and overrides, according to the established guidelines of the current and/or future response grids.			
T.27	D	The system shall allow for recording of assigned Supervisor tasks including but not limited to court report reviews and case file audits.			
T.28	M	A current supervisor or senior staff user can reassign a client. The system shall maintain a historical record of all assigned staff throughout the lifetime of the case.			
T.29	D	The system shall allow senior staff to view the caseload assignments and activity levels of individual and groups of DPOs through simple graphical displays and summary statistics. These views shall be configurable to filter by certain caseload criteria, such as gender, ethnicity, supervision status, and other core fields. The system shall also have the ability to weigh cases by risk.			
T.30	D	Multiple health assessments per client must be possible with a customizable reporting form and a summary view that displays all assessments for a client.			
T.31	M	The system must be able to track internal & external service to include dates and status.			
T.32	D	Caseload dashboards and reports shall be configurable to include or exclude inactive clients who are no longer under probation supervision.			
T.33	D	The system shall provide a consolidated overview dashboard of BCPD major status, caseloads, alerts and customizable key metrics.			
T.34	M	The system shall provide a dashboard style view of each client and provide case plan statuses, mandated conditions configurable by Probation Department, court requirements and the status of each condition.			
T.35	D	The system shall provide a dashboard of the comparative caseloads for each DPO with summary statistics of assessment levels of clients, number of weekly or monthly client contacts, and major benchmark outcomes sortable by column headers.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
T.36	D	The system shall provide a simplified dashboard of the most recent and the previous client assessments showing benchmark levels, using color and symbols to communicate areas of concern or strength and easy comparison of changes between assessments along with symbols to represent the top three identified needs such as alcohol, housing, etc.			
U. Adult Intake/Court Services					
U.1	M	Assign intake Probation Officer and capture history on each referral.			
U.2	D	Automatic notification to Probation Officer of new assignments and of important case and/or event information.			
U.3	M	Input offenses on each referral from a global offense table.			
U.4	M	Capture arrest information (e.g. Arresting Agency, Agency Report ID).			
U.5	D	Custody information to include location.			
U.6	M	Victim information. Ability for victim to be an individual or a business.			
U.7	M	Capture criminal history on defendant.			
U.8	M	Capture scheduled court hearings to include type of hearing, department, location and appropriate attorney information and which reports were filed.			
U.9	M	Capture disposition information on each court hearing.			
U.10	M	Ability to capture and view history of risk assessments.			
U.11	D	Ability to schedule future assessments.			
U.12	M	Document Probation Officer investigation information (e.g. interview of defendant, victims, and PO reports).			
U.13	D	Ability to develop court reports and/or any necessary documents based on information captured in CMS. System shall store all historical court reports with ability to view past reports connected to each case & client.			
U.14	M	Ability to document terms and conditions ordered, including fines, fees and restitution.			
U.15	D	Capture confinement time ordered by Court and time served/credits.			
U.16	M	Capture case status, include supervision type and level.			
U.17	M	Assign a supervision Probation Officer and capture history of assignment.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
U.18	M	Supervision beginning and end dates.			
U.19	M	Case Closure date and reason			
U.20	D	Set due dates on action items assigned by the Probation Officer.			
U.21	D	Ability for the Probation Officer to manage workload by easily viewing upcoming deadlines on caseload.			
U.22	D	Ability to prepare Violation of Probation documentation on specific grants of probation, to include required Court documents and hearing notices.			
U.23	M	Track bench warrants on individuals by court case.			
U.24	M	Program status and history. Track participation and compliance to include start and termination dates.			
U.25	D	Ability to flag terms and conditions when ordered term/condition is met or completed.			
U.26	M	Manage drug testing requirements and results.			
U.27	M	Jail start, end and release dates and purpose.			
U.28	M	Ability to distinguish between supervision statuses. (e.g. re-entry, AB109, Mandatory Supervision, formal probation, etc.)			
U.29	M	Capture arrest information. Include arresting/referring agency and any identifying report number.			
U.30	D	Initial client intake process shall provide warnings of known relationships and conflicts with other current clients.			
U.31	M	Initial client intake process shall allow for the entry of known relationships as new records and through connections to other clients or persons known in the system. These contact records shall have basic demographics, contact information, and other related details stored, which shall include, but are not limited to, names, addresses, crimes, and events.			
U.32	D	Intake process shall allow for electronic signature by client of necessary consent and/or waiver forms or attachment of scanned forms to the case record. Status of all current signed waivers shall be visible on the client record view.			
U.33	D	At the initial intake, a supervisor or intake user shall be able to assign a client to be assessed by any available investigation or assessment staff. An assignment shall result in an electronic notification of the relevant staff to this new task.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
U.34	D	Upon completion of each assessment, the record shall have the ability to be approved by an authorized reviewer. All completed assessments shall be part of a workflow or queue process to allow for rapid response from review staff.			
U.35	M	Subjects may be connected to multiple probation referrals reflecting multiple and unique supervision terms. A client view shall clearly identify all present and past case records.			
U.36	M	A workflow managed intake process shall be supported allowing the authorized user to enter (or import from a supported connecting system) the full client demographics and contact information along with case details. This shall include education level attained, school enrollment, employment, foster care status, emergency and family contact information, and information about relatives and friends.			
U.37	M	Case records shall allow for the recording of violations, revocations, reinstatements, and other incidents pertaining to supervision terms. Tracking shall include those who initiated the violation (the DPO, Court, DA or other) and the DPO's response.			
U.38	D	If the case records in U.37 are outside of required response, then the system shall alert the DPO and Supervisor and automate a request for a Supervisor to review and possibly override.			
U.39	M	Case records shall allow for the recording of incentives for probationer good behavior.			
U.40	M	Violations and sanctions shall be recorded against each client and be visible on a compliance view/report. Such violations statistics shall be available in the reporting module.			
U.41	M	Ability to create a 'short content' for Terms and Conditions. (e.g. Search, Test, etc. in lieu of longer condition)			
V. Juvenile Intake/Court Services					
V.1	M	Input offenses on each referral from a global offense table.			
V.2	M	Co-participant information. Ability to identify if there are co-participants.			
V.3	M	Assign Intake and/or investigation Probation Officer. Capture history of assignment on each referral.			
V.4	M	Capture criminal history on minor.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
V.5	M	Ability to identify parent/guardian, who minor is living with, when capturing relationship information.			
V.6	M	Capture school information. Include history.			
V.7	D	Document probation investigation information (e.g. interview of minor, parents, victim, and school).			
V.8	M	Ability to capture and view history of risk assessments.			
V.9	D	Ability to schedule future assessments			
V.10	M	Ability to record disposition information on referral.			
V.11	M	Track referrals submitted to District Attorney and status.			
V.12	M	Identify petition information filed by the District Attorney.			
V.13	M	Ability to track referral and offenses as submitted by referring agency, filed on by District Attorney and sustained by the Court.			
V.14	M	Capture scheduled court hearings to include type of hearing, department, location, and appropriate attorney information.			
V.15	M	Capture disposition of each court hearing.			
V.16	M	Enter terms and conditions ordered, including fines, fees, and restitution and maintain a history.			
V.17	M	Capture case status, include supervision type and level.			
V.18	M	Violations shall be recorded against each client and such violations shall be clearly visible on a compliance view/report, for each client. Such violations statistics shall be available in the reporting module.			
W. Juvenile Supervision					
W.1	M	Assign a supervision Probation Officer and capture history of assignment.			
W.2	M	Supervision start and end dates and end reason.			
W.3	M	Set due dates on action items assigned by the Probation Officer.			
W.4	M	Ability for Probation Officer to manage workload by easily viewing upcoming deadlines on caseload.			
W.5	D	Ability to track school performance, including IEP's (Individualized Education Program).			
W.6	M	Program and/or placement status and history. Track program type, participation and compliance to include start and termination dates.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
W.7	D	Ability to prepare violation of probation documentation to include required court documents and hearing notices.			
W.8	D	Ability to flag terms and conditions when ordered term/condition is met or completed.			
W.9	M	Manage drug testing requirements and results.			
W.10	M	Ability to track bench warrants.			
W.11	M	Capture Placement information and generate SOC 158.			
X. Contact Management					
X.1	M	Ability to enter contacts by types and ability to identify result of contact as well as events.			
X.2	M	Identify type of contact performed (e.g. office, field, school, employer, jail).			
X.3	M	Identify Probation Officer that made contact. Ability to enter additional officers present.			
X.4	M	Identify institution staff, if contact made while in probation-operated facility.			
X.5	M	Identify who contact was with (e.g. parent, spouse, employer, school).			
X.6	M	Identify result of contact (e.g. search, drug test, arrest).			
X.7	M	Ability to set permissions on contact editing.			
X.8	D	Include time involved performing contact.			
X.9	D	Identify actions that may be required based on type of contact made.			
X.10	D	Track EBP specific contacts e.g. MI, ART, group, parent project performed by the Officer.			
Y. Programs					
Y.1	M	Capture program name.			
Y.2	M	Capture type of program (e.g. work program, EMP) and sanction level.			
Y.3	M	Capture referring agency and/or Probation Officer.			
Y.4	M	Capture reason for referral (e.g. court order, sanction).			
Y.5	M	Days or hours required in program.			
Y.6	M	Ability to schedule and track attendance days/hours.			
Y.7	M	Track status (e.g. not started, in-progress, completed, and failed).			
Y.8	M	Capture start and completion dates.			

Exhibit A: System Requirements Questionnaire

ID	Code	Features	Complies Fully	Does Not Comply	Can Comply by Demo Date
Y.9	M	Track all participants by program.			
Y.10	M	Capture goal base programs.			
Z. Client Communication					
Z.1	D	Clients shall have the ability to report in using phone, or via a web portal for secure client use. This ability shall be customizable for certain levels of supervised clients.			
Z.2	D	Each approved probation clients shall be issued a secure login ID and password for the securely hosted web portal. This portal shall provide a client with the ability to report-in and to view all assigned benchmarks, event dates, terms of probation and other pertinent case information.			
Z.3	D	Clients calling in to report status may leave voice messages that are accessible to the system users and such messages can be automatically translated into text to be emailed or stored against a client's record.			
Z.4	D	Major benchmark events, court dates and other recorded activities with due dates shall automatically push out a phone call or email reminder to the client ahead of each event. These warnings shall have customizable settings and modes for both administrator and supervisor adjustment.			
Z.5	M	Call-in Service or two-way integration (auto generation of client contact) with external service provider.			
Z.6	M	Appointment reminder service or two-way integration with external service provider.			
Z.7	D	Auto update address, phone, etc. with call-in service.			

Exhibit B: Technical Environment Specifications

The following specifications define the technical environment in which a Vendor-hosted system would operate.

Code	Requirement	Complies Fully	Does Not Comply	Complies With Exception
	Client:			
M	• Browser-based			
D	• Must be browser-agnostic, including mobile devices			
D	• Must be kept compatible with latest version of Internet Explorer & Java			
M	• 128 bit encryption or better			
M	• CAPSHA for login or other acceptable security solution.			
	Other Requirements:			
D	• Interface with SharePoint for document management			
M	• Must be capable of being backed to local BCPD servers			
M	• System must use secure cloud storage			

Exhibit

C:

Additional

Requirements

Implementation and Data Migration Plan

a. Planning and Discovery Phase

Points shall be awarded to firms who can provide a realistic but aggressive discovery and planning timeline. The steps necessary for this phase must be laid out in the RFP.

b. Implementation Phase

A full implementation plan shall be required to be developed by the firm with BCPD and Central IS.

Points shall be awarded to Firms who can provide a realistic but aggressive implementation timeline. Implementation plans shall be provided in draft form based upon the firm's past experience and recommendations.

c. A detailed project implementation plan in MS Project or County approved equivalent is to be provided as follows:

- (1) Configuration: Preliminary system modification/development plan
- (2) Customization Plan
- (3) Data Migration Plan
- (4) Data conversion Plan
- (5) Preliminary functional acceptance test plan for the applications and interfaces
- (6) Preliminary system performance test plan
- (7) Training Plan: Preliminary training, training documentation
- (8) Cutover plan: high-level plan

d. Data Migration Requirements – Migration of current data is required from the following sources:

(1) Client Database and Facilities

Current client data for all juvenile and adult cases, imported documents and juvenile detentions resides in an Oracle database and shall require complete migration to the provided system. **NO DATA LEFT BEHIND!**

e. System Guarantee – Any bugs and malfunctions identified shall be fixed and patched by Firm at no additional cost to BCPD and in an expedited timeframe unless determined to be a minor flaw with minimal operational impact.



**BUTTE COUNTY GENERAL SERVICES
PURCHASING SERVICES**

2081 2nd STREET
OROVILLE, CALIFORNIA 95965-3413
Telephone: (530)-538-4353 Fax: (530)-538-6760

GRANT HUNSICKER
General Services Director

JANET WOODS, C.P.M., CPPO
Contracts/Procurement Agent, Sr.

February 25, 2022

TO: All Contractors
FROM: Michelle Sawyer, Administrative Analyst, Assoc.
SUBJECT: Addendum #1 to RFP No. 318-2016, Criminal Justice Case Management System and Related Support Services

Addendum #1 to RFP No. 318-2016, Criminal Justice Case Management System and Related Support Services is as follows:

1. Deadline date for County Responses to Questions is being extended to 4/21/16.

All other items remain the same.



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GRANT HUNSICKER
General Services Director

JANET WOODS, C.P.M., CPPO
Contracts/Procurement Agent, Sr.

February 25, 2022

TO: All Contractors
FROM: Michelle Sawyer, Administrative Analyst, Assoc.
SUBJECT: Addendum #2 to RFP No. 318-2016, Criminal Justice Case Management System and Related Support Services

Addendum #2 to RFQ No. 318-2016, Criminal Justice Case Management System and Related Support Services is as follows:

QUESTIONS: The following questions were asked; responses are listed after each question:

1. Question: Can the County provide vendors with the available funding for this project?

Answer: That information will not be available for this RFP.

2. Question: What assessment tool are you looking for the case management system to integrate with?

Answer: Noble Software Group,

3. Question: What is the desired timeframe for implementation?

Answer: The timeframe for implementation is as soon as possible – to be negotiated in contract negotiations.

4. Question: Do you have an approved budget for the initial purchase and the annual costs? If not please explain how you intend to fund the initial purchase?

Answer: That information will not be available for this RFP.

5. **Question:** You are requesting that "The system must provide an interface to the state child protective systems CWS / CMS" The state does not provide an interface to this system. Are you looking to have this in the future?

Answer: *This is desired and not mandatory.

It would be a plus if it could be provided. Experience with those kinds of systems is a plus.

6. **Question:** Is your juvenile department responsible for juvenile traffic cases?

Answer: No

7. **Question:** What systems are currently interfaced to your current case management systems?

Answer: Offender link
Noble Assessments
BJADS

8. **Question:** Can you please tell us who the provider is for the following systems:

Sheriff's Jail Management System
Sheriff's Records Management System
District Attorney

Answer: *This is desired and not mandatory.

Sheriff Jail & Records-- Archonix
DA - Justware

9. **Question:** Can you please provide us with the name of the vendor that supplies you with your phone reporting system?

Answer: Offender Link from Fieldware, LLC

10. **Question:** Can you provide more detail as to your requirements for A.7 Ability to maintain employee tables via application.

Answer: Probation must be able to create, edit, etc. employee records, groups, passwords, etc. within the case management system interface.

11. **Question:** Can you provide more detail as to your requirement T.26 - Can you please provide a copy of your response grid"

Answer: The system shall provide a method of tracking response actions (incentives, violation, sanction overrides). We are interested in a system that has the ability to track violation behavior. EXAMPLE (select one or more of the following: dirty urine test, missed office appointments, etc.) and how the officer responded to the behavior (selection of one or more of the following: increased office reporting, increased testing, jail, etc.). The system would need to provide a weight score to the violation(s). If the sanction(s) provided falls outside the score, then an override section will appear and would need to be filled out (or selected

from a drop down list). The system shall also have a section to track incentive behavior (select one or more of the following: completed class, attended group, completed GED, etc.) and how the officer responded to this behavior (decreased office reporting, provided positive feedback, certificate of accomplishment, etc.).

12. Question: Can you provide more detail as to your requirements for T.19 Ability to identify and track transfers in and out.

Answer: Outgoing Transfers: Transfer packet sent date and which County sent to. Date of transfer out (date jurisdiction ended for us)

Incoming Transfers: Transfer packet received date and which County it was received from. Date of transfer in (date jurisdiction was transferred in to us)

13. Question: Can you provide more detail as to your requirement T.30 - Multiple health assessments per client must be possible with a customizable reporting form and a summary view that displays all assessments for a client.

Answer: *This is desired and not mandatory.

Primarily applies to juveniles during the booking process.

14. Question: G. 32 - What is the definition of "dynamic" here? Do you want to be able to change the floor plan of the facility or do you mean dynamic in the sense that it shows the juvenile information changing?

Answer: Floor plans are expected to be static. Dynamic: Juvenile information displayed. Drag and drop of juvenile room assignments.

15. Question: D.4 - The system must allow users to track location information for the charge(s). Please provide an example of charge location. Is there where an alleged offense took place?

Answer: "Casino"/Gambling establishment. Yes.

16. Question: D.10 - The system must allow users to indicate if a charge has been reduced and automatically reduce the charge. Is this in reference to Prop 47?

Answer: *This is desired and not mandatory.

This addresses both adult (Prop 47 and 176 motions) and juvenile charge reductions.

17. Question: E.1 - Interfaces with regulatory agencies as needed to meet any mandated reporting requirement(s) should be incorporated wherever possible in order to reduce and/or eliminate duplicate data entry and the errors inherent in those duplicate efforts. Please list specific interfaces that are required.

Answer: State JCPSS interface

18. Question: Data Migration: Will County resources be available to explain the structure and meaning of data to be migrated?

Answer: Yes, we have extensive experience with the Oracle 11 tables and views.

19. Question: U.38 - If the case records in U.37 are outside of required response, then the system shall alert the DPO and Supervisor and automate a request for a Supervisor to review and possibly override. What does this mean?

Answer: *This is desired and not mandatory.

Assuming if a PO responds to a violation and the response falls outside the identified responses an alert is generated.

20. Question: Data Migration: In order to estimate the level of effort, we must have a detailed definition of the data to be migrated, the type of system it currently resides in (e.g. Oracle 11, SQL Server 2014, etc.).

Answer: Oracle 11

Grants of probation: 18696

Court cases: Adult and Juvenile: 30475

Adults & Juveniles including family members: 53083

Records including pictures: 20835

Records including electronic documents: 63585

Total tables excluding lookup and reference: 460

21. Question: Data Migration: Will the vendor be permitted to have a copy of the data sources locally to facilitate development of data migration processes?

Answer: Yes, we can provide an export of the Oracle 11 tables.

22. Question: Exhibit A states in the introduction that mandatory requirements not currently provided be provided by RFP award date. The table in Exhibit A states requirements be available by the demo date. Which date are missing requirements due (demo date or award date)?

Answer: Demo date

23. Question: Will you consider a 30 day extension of the due date?

Answer: No

24. Question: Is the CAPSHA login for Butte County personnel or required for outside (probationer) access for web reporting. Can you define 'acceptable security solution'

Answer: CAPSHA or similar security measures are needed for probation staff access to the system. An acceptable security solution is something more robust than simply a login and password to guard against hacking.

25. Question: Can you provide more information on SharPoint Solution

Answer: *This is desired and not mandatory.

The County has a central SharePoint server from Microsoft. Existing interface or experience with MS SharePoint is a plus.

26. Question: The required backup to Butte is for Disaster Recovery or for full access as a secondary server?

Answer: Both, we would like a full table/view export for backup and local ad-hoc queries.

27. Question: You request hosted solution. Is that referring to hosted locally or hosted by vendor remotely?

Answer: Hosted by vendor remotely.

28. Question: The County has identified a desire for a "hosted" solution, but in other sections the County references on-site/on-premise solutions. For example - section 7.4 states "Contractor will install the Software into a test area on County's Local Hardware for initial testing and training."

What is the desired approach for the County overall?

Please rate your preference in order for the more preferred solutions.

-Fully Hosted

All services hosted from the Cloud as a software as a service (SaaS),

-Hybrid

Application hosted from the Cloud and database secured on-premise with County,

-Wholly On-Premise

All services secured within County domain, or

-Other

Please describe

Answer: Fully hosted, 7.4 should read: Contractor will install the software into a test area for initial testing and training.

29. Question: Exhibit A: System Requirements Compatibility E.13, Page 53

From experience, we know the details with exchanging data with the Sheriff's Jail, RMS, DA and Courts systems is involved requiring substantial discovery and analysis from both vendor and County. Thus, it is challenging to describe, let alone estimate the level of effort to exchange data between systems or project likely additional costs.

What are the expectations of BCPD regarding a consultative approach with these exchanges / interfaces?

Can the BCPD describe in more detail the needs and wants of this requirement?

Is/are there any additional design documentation materials available?

Answer: *This is desired and not mandatory.

Terms for these additions will be handled later in the contract phase after the selection process is complete. Prior experience is a plus.

30. Question: Exhibit A: System Requirements Compatibility E.15, Page 53

Is the BCPD open to switching to the vendor's built-in fully integrated phone reporting system or is it required to maintain its current vendor phone reporting system?

If integration is required, what company and product/service is BCPD currently using?

Answer: We would certainly consider proposals, this is an RFP after all. Offender Link from Fieldware, LLC is being used currently for phone reporting and appointment reminders.

31. Question: Exhibit A: System Requirements Client Communications, Z.5, Page 74

Please provide additional clarification to: "auto-generation of client contact with external service provider"?

Is this referencing external access to third-party/referral agencies?

Answer: No, external provider would pass information to CMS via web service. This service would create a client contact note (like Offender Link) in CMS.

32. Question: Data Conversion: Can the County provide the approximate number of primary records (juvenile, adult cases); average size of record; whether or not the records include unstructured data (e.g. photos, documents, audio or video); and number of primary data tables to migrate (excluding look-up tables and reference data)?

Answer: Grants of probation: 18696

Court cases: Adult and Juvenile: 30475

Adults & Juveniles including family members: 53083

Records including pictures: 20835

Records including electronic documents: 63585

Total tables excluding lookup and reference: 460

33. Question: E.1) Interfaces - Can the County provide a list of mandatory reporting agencies, existing interfaces and systems required to interface to?

Answer: JCPSS, DOJ Report

34. Question: Data Conversion: Are the adult and juvenile records stored in the same database and same format? Or are these considered two separate systems for data conversion purposes?

Answer: They're all in the same system, using same base "individual" records. Hearing tables differ, other structures differ, same database.

35. Question: Implementation Plan: Within the implementation plan requirement there is a request for both data conversion and data population. So as to avoid ambiguity would the county be willing to provide a definition for each of these tasks and the activities anticipated within each?

Answer: Data conversion includes the testing, converting and validation process. Data population is the final load process into production system.

**Having these items included or experience with these types of items is a plus. Check marking or saying "yes" to "Complies Fully" means the item is included in the base product. If the item is not included in base product, it should be specified.*

All other items remain the same.



**BUTTE COUNTY GENERAL SERVICES
PURCHASING SERVICES**

2081 2nd STREET
OROVILLE, CALIFORNIA 95965-3413
Telephone: (530)-538-4353 Fax: (530)-538-6760

GRANT HUNSICKER
Director – General Services

JANET WOODS, C.P.M., CPPO
Contracts/Procurement Agent, Sr.

April 29, 2016

TO: All Contractors

FROM: Janet Woods, Contracts/Procurement Agent, Sr.

SUBJECT: Addendum #4 to RFP No. 318-2016, Probation Criminal Justice Case Management System

Addendum #4 to RFP No. 318-2016, Probation Criminal Justice Case Management System is as follows:

The Due Date for Proposal submission has been extended to 5:00 PM on Friday, May 13, 2016.

All other items remain the same.



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GRANT HUNSICKER
Director -- General Services

JANET WOODS, C.P.M., CPPO
Contracts/Procurement Agent, Sr.

May 05, 2016

TO: All Contractors
FROM: Samantha Skinner, Contracts/Procurement Agent
SUBJECT: Addendum #5 to RFP No. 318-2016, Probation Criminal Justice Case Management System

Addendum #5 to RFP No. 318-2016, Probation Criminal Justice Case Management System is as follows:

1. **The Due Date for Proposal submission has been extended to 4:30 PM on Friday, June 10, 2016.**

2. **Clarification**

Please indicate if the system is compliant with Targeted Case Management (TCM) activities (complies fully). If not, could the system be modified to facilitate the County's TCM activities at no additional cost to the County? Such modifications may include, without limitation: adding mandatory data fields, adding mandatory questions, flagging or tagging documentation of TCM activities for easy identification, and coordinating extraction/sharing of documentation related to the County's TCM activities with other department systems of record and/or with other department vendors (can comply by the demo date)? Please indicate if the system does not comply. Responses are limited to one page.

3. **RULES OF PROCUREMENT**

Time Line Summary (See next page)

Event	Date
Solicitation Publication	3/18/16
Final Date to Submit Questions	5/20/2016
County Responses to Questions	5/27/2016
Submittals Due to County	6/10/16 at 4:30PM
Proposals Evaluated by County	6/13/16 – 6/17/16 estimate only
Demonstrations	6/20/16 – 6/24/16 estimate only
Notice of Intent to Award	7/1/16 estimate only

4. Question Submission:

Any questions related to this RFP are to be directed to Public Purchase at publicpurchase.com (RFP 318-2016) by **5/20/2016**. **Do not** contact other County personnel or selection committee members regarding this project or the selection procedures.

5. For all firms that have submitted your proposals, be sure to submit the additional requirements along with an acknowledgement of the Addendum numbers and changes.

All other items remain the same.



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GRANT HUNSICKER
General Services Director

JANET WOODS, C.P.M., CPPO
Contracts/Procurement Agent, Sr.

February 25, 2022

TO: All Contractors
FROM: Samantha Skinner, Contracts/Procurement Agent
SUBJECT: Addendum #6 to RFP No. 318-2016, Probation Criminal Justice Case Management System

Addendum #6 to RFQ No. 318-2016, Probation Criminal Justice Case Management System is as follows:

QUESTIONS: The following questions were asked; responses are listed after each question:

- 1. Question:** The RFP states that the current staffing is 116 in Probation and 50 at Juvenile Hall, for a total of 166. However, the RFP also states that there will be approximately up to 300 system users. Can the County please clarify what types of users the difference (134) represent? Also, can the County confirm that this RFP wishes for cost proposals to reflect 300 users, not 166 users?

Answer: We would like the quote for 300 users. The other users would be for future growth, outside agencies, non-full time staff, interns, etc. If you'd like to provide us with a cost break-down between the 300 and the 166, which would be acceptable.

- 2. Question:** Question regarding Addendum #5 - What mandatory questions does the county require?

Answer: An example of the TCM Mandatory fields would be the National Provider Identifier number, TCM Encounter Type.

3. **Question:** Question regarding Addendum #5 - What type of mandatory fields does the county require for the TCM activities?

Answer: An example of the TCM Mandatory fields would be the National Provider Identifier number, TCM Encounter Type.

4. **Question:** Question regarding Addendum #5 - What agencies and/or outside vendors does the information need to be shared with? Are those agencies already identified through the previous requirements listed in the RFP?

Answer: Ramsell Public Health & Safety is the company with contracted with MAA/TCM Activities and would need to share the information. Addendum 5 was added to address the new TCM contract that was not included in the original RFP.

5. **Question:** Addendum #5 clarification question - how do you want this submitted if the RFP was previously submitted? Email (please provide email address) or hard copy? If hard copy, how many and what format?

Answer: Responses to Addendum #5 may be submitted via email to mksawyer@buttecounty.net.

6. **Question:** We do not see Addendum #3 under the list of documents for the bid. Can the County confirm that there is no Addendum #3?

Answer: Correct

All other items remain the same.