CASE MANAGEMENT SYSTEMS AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA
OFFICE OF THE DISTRICT ATTORNEY

AND

JOURNAL TECHNOLOGIES, INC.

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CASE MANAGEMENT SYSTEMS AGREEMENT

THIS CASE MANAGEMENT SYSTEMS AGREEMENT, hereinafter referred to as "Agreement", is made and entered into as of the __24th_____ day of _August_ , 2021, by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting through the County of Santa Barbara Office of the District Attorney, hereinafter referred to as "DISTRICT ATTORNEY", and JOURNAL TECHNOLOGIES, INC., a Utah corporation, whose mailing address is 915 East First Street, Los Angeles, CA 90012, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, DISTRICT ATTORNEY evaluated CONTRACTOR's proposal and desires that the COUNTY enter into agreements with CONTRACTOR for (i) the license of a case management system and related maintenance and support services, hereinafter referred to as "CMS", pursuant to the terms and conditions set forth in the Software License, Maintenance and Support Agreement attached hereto as Exhibit A-1, hereinafter referred to as the "License Agreement", and (ii) implementation services and certain conversion and interface services in connection with the CMS pursuant to the terms and conditions set forth in the Professional Services Agreement attached hereto as Exhibit A-2, hereinafter referred to as the "Professional Services Agreement";

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY; and

WHEREAS, COUNTY desires to retain the services of CONTRACTOR under the terms and conditions set forth herein, in the License Agreement, and in the Professional Services Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings attributed to them in the License Agreement or the Professional Services Agreement, as the case may be.

WITNESSETH

1. **DOCUMENTS CONSTITUTING AGREEMENT.**

   1.1. This Agreement includes the License Agreement, the Professional Services Agreement, COUNTY's list of FUNCTIONAL REQUIREMENTS and TECHNICAL REQUIREMENTS set forth at pages 24-44 of COUNTY's Original Request for Proposal (RFP) as circulated by DISTRICT ATTORNEY, dated January 30, 2017 (such list of requirements is attached hereto as Exhibit C and is hereinafter referred to as the "RFP REQUIREMENTS"), and CONTRACTOR's response to the RFP REQUIREMENTS set forth at pages 21-49 of CONTRACTOR'S Response to RFP for Prosecutor CMS, dated March 1, 2017 (such response to the RFP REQUIREMENTS is attached hereto as Exhibit B and is hereinafter referred to as "CONTRACTOR's RESPONSE").

   1.2. Upon CMS Acceptance by the COUNTY (as defined herein below), any description of the CMS or components, requirements, or criteria related thereto, as set forth in the RFP REQUIREMENTS, CONTRACTOR's RESPONSE, Statement of Work, subsequent Statements of Work, or new requirements, functions and features that arise

during testing shall be superseded and replaced by the CMS as accepted by COUNTY at the time of CMS Acceptance at no additional costs to COUNTY.

<div align="center">

TERMS

</div>

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

2. DEFINITIONS

2.1. "Acceptance Criteria" shall mean that any description of the CMS or components, requirements, or criteria related thereto, as set forth in the RFP REQUIREMENTS, CONTRACTOR's RESPONSE, this Agreement, the Statement of Work, subsequent Statements of Work, or new requirements, functions and features that arise during testing shall be superseded and replaced by the CMS as accepted by COUNTY at the time of CMS Acceptance.

2.2. "Case Management System," "CMS," "software," "CMS project", "system", "application" and "solution" shall mean the COUNTY project to procure, pursuant to this Agreement, a collection of applications and services that work together in an integrated and efficient manner to enable COUNTY and its authorized Users using its and their own computer hardware and mobile devices, and provided that they are connected to the COUNTY's network, to among other functions: (i) manage criminal cases, discovery, portals and interfaces, investigations, and victim and witness services; (ii) coordinate these functions with related services; and (iii) provide mobile real-time access to data and applications for COUNTY staff in the field, named eProsecutor® and underlying software and systems. Beyond the baseline/original configuration, all modifications and enhancements to the CMS shall be deemed to be part of the CMS as defined herein and shall be subject to all terms and conditions set forth herein.

2.3. "Deliverables" means any software, goods, services, information technology, and other items to be delivered pursuant to this Agreement, including any such items furnished beyond the baseline/original configuration in accordance with the Professional Services Agreement or any Statement of Work agreed to by the Parties.

2.4. "Effective Date" means the date on which the Agreement has been executed by both COUNTY and CONTRACTOR.

2.5. "Transition" means, on and following the termination of the Term, the separation of Deliverables and Services from COUNTY and the replacement with deliverables and services provided by a party other than CONTRACTOR.

3. DESIGNATED REPRESENTATIVE

The designated representative for COUNTY during the Term shall be Michael Soderman. CONTRACTOR's designated representative shall be Kaushik Mehta, or such other persons as designated by CONTRACTOR. CONTRACTOR Project Manager shall be assigned at a later

date. The designated Project Manager for COUNTY shall be Jose Alvarez. Changes in designated representatives shall be made only after advance written notice to the other party.

4. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

> To COUNTY: Santa Barbara County District Attorney
> ATTN: Michael Soderman
> 1112 Santa Barbara Street
> Santa Barbara, CA 93101
>
> To CONTRACTOR: Journal Technologies, Inc.
> ATTN: Maryjoe Rodriguez
> 915 East First Street
> Los Angeles, CA 90012

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This section shall not be construed as meaning that either party agrees to service of process, except as required by applicable law.

5. SCOPE OF WORK

CONTRACTOR agrees to provide services to COUNTY starting with the Statement of Work (Exhibit D) and any new mutually agreed requirements, functions and features that arise during testing. All work is to be performed under the direction of the designated Project Manager (that is, the person designated by the department identified in Section 3. Payment will be subject to satisfactory performance as determined by the designated Project Manager pursuant to the provisions of Section 11 and payment shall be made in accordance with the payment provisions of Section.6.

6. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for (i) services rendered under the Professional Services Agreement in accordance with the terms thereof and of Exhibit A-2-A attached thereto and which are incorporated herein by reference, (ii) annual license, maintenance and support fees for the CMS in accordance with the terms of the License Agreement and Exhibit A-1-A attached thereto and which are incorporated herein by reference.

> 6.1. **Not-to-exceed amount for one-time fees**. In no event shall one-time fees for implementation services, pre-Go Live software customizations, data conversion and interfaces performed under this Agreement and the Professional Services Agreement, exceed $245,000.00 unless otherwise expressly agreed to by COUNTY and CONTRACTOR in writing. Subject to the provisions of Section 6.2 below, this fee shall include any and all applicable taxes. For the avoidance of doubt, the foregoing fee limitation set forth in this Section 6.1 shall in no event

apply or be deemed to apply to any license, maintenance and support fees payable under this Agreement and the License Agreement.

6.2. **Taxes**. COUNTY hereby represents and warrants to CONTRACTOR that it is exempt from Federal excise taxes and is not subject to any California or other State or Local sales or use taxes. If COUNTY is not exempt from any such taxes or otherwise becomes subject to such taxes at any time in the future, COUNTY shall be solely responsible for the payment of such taxes.

7. LICENSE AND IMPLEMENTATION

7.1. **License**. CONTRACTOR shall license the software to COUNTY in accordance with the provisions of the License Agreement.

7.2. **Implementation**. CONTRACTOR shall provide implementation services and other professional services to COUNTY in connection with the installation of the CMS in accordance with the provisions of the Professional Services Agreement.

7.3. **Maintenance Fees**. COUNTY shall make payment of license, maintenance and support fees to CONTRACTOR based on an annual fee in accordance with the License Agreement and Exhibit A-1-A thereto (License, Maintenance and Support Fees).

    7.3.1. License, maintenance and support fees shall be subject to increase annually by the amount of increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim, which may be found at the following website under the following search criteria:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm]

    7.3.2. Changes to maintenance fees include percentage increases to CPI as seen on a year-per-year basis on the same month not to exceed four percent (4%) per year.

    7.3.3. COUNTY may increase the number of named Users at any time upon written notice to CONTRACTOR, which shall be promptly followed by payment reflecting the increased license, maintenance and support fees, calculated according to the provisions of Exhibit A-1-A to the License Agreement and pro-rated for any partial year.

7.4. **Travel, Meals, and Lodging Requirements**. CONTRACTOR shall be responsible for all travel related expenses including transportation, meals and lodging incurred in its performance of this agreement.

8. LICENSE RESTRICTIONS AND RIGHTS

The software and documentation are protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. The software is licensed and not sold to COUNTY. The license gives COUNTY limited rights to use the

software. Although COUNTY owns any media on which the software is recorded, COUNTY does not become the owner of, and CONTRACTOR retains title to, the software, any CONTRACTOR run time libraries, and all copies thereof. All rights not specifically granted in this Agreement or the License Agreement, including federal and international copyrights, are reserved by CONTRACTOR. COUNTY acknowledges that all enhancements provided by CONTRACTOR, either provided for at a contracted cost or included at no cost, are added into CONTRACTOR's proprietary core software platforms, therefore, any enhancements will remain the sole property of CONTRACTOR. COUNTY shall not make or distribute copies of the software, or electronically transfer the software from one computer to another or over a network other than to make backup copies of the software. COUNTY shall not disclose or release any proprietary software information, including but not limited to software database schemas or software technical specifications. COUNTY shall not decompile, reverse engineer, disassemble, or otherwise reduce the software to human-perceivable form. COUNTY shall not rent, lease or sublicense the software. COUNTY shall not modify the software or create derivative works based upon the software. COUNTY shall not export the software into any country prohibited by the United States Export Administration Act and the regulations thereunder. For purposes of this Section 8, documentation does not include this Agreement, and accordingly COUNTY may post this Agreement publicly on the internet as part of COUNTY's approval process.

9. **UPGRADES**

9.1.   The terms of this Agreement shall apply to all future upgrades to the software, unless otherwise stated by a new Agreement executed by the parties.

9.2.   COUNTY shall receive all future upgrades to the software during the License Term in accordance with the provisions of the License Agreement at no additional cost, so long as all license, maintenance and support fees have been paid and COUNTY is in compliance with the terms of the License Agreement.

10. **TERM**

CONTRACTOR shall commence performance upon the Effective Date of this Agreement. The "Term" of the Agreement shall continue for five (5) years from Go Live for so long as COUNTY is current in all required license, maintenance and support fees and service fees under this Agreement. The Term may be terminated earlier pursuant to this Agreement. COUNTY shall have the option to renew the Agreement and the License Agreement for three additional one-year terms in accordance with the pricing terms set forth in Exhibit A-1-A to the License Agreement.

11. **INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED RIGHTS**

11.1.   All deliverables and/or services are subject to inspection, testing, approval and acceptance by COUNTY. Inspection shall be made within a reasonable time, but in no event longer than ninety (90) calendar days after delivery. If the deliverables, services, or the tender of delivery fail in any respect to conform to the Agreement, COUNTY may reject the entire tender, or, if the deliverables are commercially divisible, may at its option, accept any commercial unit or units and reject the rest.

11.2. All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by COUNTY or other regulatory agencies at all times prior to acceptance. CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, COUNTY shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, COUNTY retains the right to

    11.2.1. Require that CONTRACTOR immediately take all necessary steps to ensure future performance in conformity with the terms of the Agreement;

    11.2.2. Propose a mutually agreed reduction in the Professional Services Agreement price to reflect the reduced value of the services performed or products provided; and/or

    11.2.3. Terminate this Agreement in accordance with the provisions of Section 30 below.

11.3. COUNTY may also terminate this Agreement for default if such default is not cured by CONTRACTOR within thirty (30) days of CONTRACTOR's receipt of written notice of such default from COUNTY.

11.4. **Inspection**. CONTRACTOR shall keep records evidencing inspections and their result, and shall make these records available to the COUNTY during performance and for four (4) years after the final payment. CONTRACTOR shall permit the COUNTY to review procedures, practices, processes, and related documents to determine the acceptability of CONTRACTOR's quality assurance system or other business practices related to performance of this Agreement.

    11.4.1. All deliverables and/or services may be subject to final inspection, test and acceptance by the COUNTY at destination, notwithstanding any payment or inspection at source.

11.5. **Test**.

    11.5.1. COUNTY shall use the criteria established in this Agreement, the Professional Services Agreement, the Statement of Work, CONTRACTOR's RESPONSE, RFP REQUIREMENTS or any subsequent sub-Statement of Work or new requirements, functions and features that arise during testing to determine the acceptance of each task and to test the deliverables and/or services.

    11.5.2. If COUNTY, in its reasonable discretion, determines that the deliverables and/or services have failed to meet a specific task,

specification or requirement in accordance with Exhibit D (Statement of Work), any sub-statement of work, this Agreement, or new requirements, functions and features that arise during testing or that features or functions said to be present in CONTRACTOR's documentation are absent or do not function in accordance with the documentation, COUNTY may execute any or all of the following:

11.5.2.1.   Require CONTRACTOR to modify the deliverables and/or services to conform to these expectations;

11.5.2.2.   Extend the acceptance testing period for a reasonable time period to allow time for CONTRACTOR to remedy the problems; or

11.5.2.3.   Terminate this Agreement and its obligations to CONTRACTOR in accordance with the provisions of Section 30 below.

11.6.   **CMS Acceptance**. During the acceptance testing period described in Section 11.5, Test, above, any issues or undelivered functionality noted during such period shall be logged by COUNTY, evaluated by CONTRACTOR and COUNTY project managers, and a plan for resolution shall be agreed upon. Any issues deemed non-critical by both COUNTY and CONTRACTOR shall be resolved, as agreed upon, within 90 days after Go Live. Go Live will occur once all functionality, configuration and features are delivered other than those set forth in the mutually agreed non-critical list (the "Non-Critical List"). Upon COUNTY's use of eProsecutor® in a production capacity at Go Live, the CMS and all components thereof will be deemed accepted by COUNTY for all purposes ("CMS Acceptance"), other than the items, if any, set forth on the Non-Critical List. Concurrent with the occurrence of CMS Acceptance at Go Live, COUNTY will pay CONTRACTOR (i) the first year's License, Maintenance and Support Fees for eProsecutor® in accordance with the provisions of the License Agreement, and (ii) the Services Fees set forth in the Professional Services Agreement, other than any amounts mutually agreed to be withheld by the parties for the remaining services or deliverables set forth on the Non-Critical List until completion thereof as set forth in the Non-Critical List, in accordance with the provisions of the Professional Services Agreement. Acceptance Criteria for the items set forth on the Non-Critical List, if any, shall be specified by the parties in the Non-Critical List.

11.7.   **Rejection**.

11.7.1.   If COUNTY determines to reject any deliverables and/or services, COUNTY shall give written notice of rejection of deliverables delivered and/or services performed during the period set forth in 11.1 of this Agreement. Such notice of rejection will state the specific respects in which the deliverables and/or services do not conform to their specifications. Acceptance by COUNTY shall be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any

warranty rights that COUNTY might have at law or by express reservation in this Agreement with respect to any nonconformity.

11.7.2. CONTRACTOR shall be responsible for reclaiming and removing any rejected deliverables and/or items at CONTRACTOR's own expense. Should CONTRACTOR fail to reclaim or remove any rejected deliverables and/or items within a reasonable time, COUNTY shall, at its option, dispose of such deliverables and/or items and charge CONTRACTOR for any costs or expenses reasonably incurred, demonstrated, and agreed-upon in accordance with the dispute resolution procedures herein.

11.8. **Corrective Action**.

11.8.1. If COUNTY discovers any practice, procedure, or policy of CONTRACTOR that materially deviates from the terms or requirements of this Agreement, which violates federal, State or local laws or regulations, COUNTY, in addition to its termination rights, may notify CONTRACTOR that corrective action is required.

11.8.2. CONTRACTOR shall correct any and all discrepancies, violations, or deficiencies within 30 calendar days or sooner.

11.8.3. In the event that CONTRACTOR's deliverables and/or services reasonably are not accepted by COUNTY, CONTRACTOR shall be liable for actual damages incurred by COUNTY arising from any negligence or willful misconduct of CONTRACTOR in connection with its performance or any uncured breach of the express warranties referenced in Section 16.1 below that caused such deliverables and/or services to not be reasonably acceptable, and/or COUNTY may terminate for cause on grounds of material breach, provided that in all cases COUNTY's actual damages are demonstrated in accordance with the dispute resolution procedures herein, and subject to Section 25 (Indemnification and Insurance).

11.8.4. CONTRACTOR shall promptly reimburse the COUNTY for the damages set forth and demonstrated in accordance with Section 11.8.3, or, at COUNTY's option, COUNTY may offset such damages finally awarded to COUNTY in accordance with such dispute resolution procedures from any payment due to CONTRACTOR under any contract with COUNTY.

11.8.5. The rights and remedies of COUNTY provided herein shall not be exclusive, and are in addition to any other rights and remedies provided by the Professional Services Agreement or License Agreement, but subject to the provisions of Section 25. The acceptance by COUNTY of late or partial performance with objection or reservation shall not waive the right to claim damage for such breach, nor constitute a waiver of the rights or requirements for the complete and timely performance of any

obligation remaining to be performed by CONTRACTOR, or of any other claim, right or remedy of COUNTY.

12. BACKGROUND CHECKS

CONTRACTOR agrees that any and all employees, agents or assignees responsible for conducting any work on DISTRICT ATTORNEY CMS project shall provide DISTRICT ATTORNEY with a completed DISTRICT ATTORNEY background package and agree to provide Live Scan fingerprints. DISTRICT ATTORNEY shall utilize this information to conduct a full background check, at DISTRICT ATTORNEY'S sole cost and expense, on any individual who will be working on the CMS. DISTRICT ATTORNEY reserves the right to refuse access to the CMS to any CONTRACTOR employee, agent or assignee who refuses to provide a DISTRICT ATTORNEY background package and/or Live Scan finger prints within ten (10) days of assignment to DISTRICT ATTORNEY CMS project. In the event that DISTRICT ATTORNEY determines that a CONTRACTOR employee, agent or assignee does not meet the internal DISTRICT ATTORNEY background criteria, they will be terminated from the project and a replacement will be provided by CONTRACTOR within five (5) business days. Background eligibility is within the sole discretion of DISTRICT ATTORNEY. Specifications of DISTRICT ATTORNEY background criteria are confidential and DISTRICT ATTORNEY will not be required to disclose the basis for any determination of ineligibility.

In addition to DISTRICT ATTORNEY background procedures, prior to presenting the DISTRICT ATTORNEY with an employee, agent or assignee for DISTRICT ATTORNEY clearance to work on this project, CONTRACTOR must have conducted prior to CONTRACTOR'S hiring or engagement of such individual, at a minimum, a complete background check including a social security number trace, address history, criminal database search, national sex offender registry search and criminal record search by jurisdiction, on all employees, subcontractors and volunteers involved with solution development or with access to DISTRICT ATTORNEY case information. Hosted solution providers may be required to have additional background clearance for employees, subcontractors and volunteers.

13. OSHA

CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

14. DOCUMENTATION

CONTRACTOR agrees to provide to COUNTY, at no charge, all documentation, and updated versions thereof, which is necessary or useful to COUNTY in its use of the software provided hereunder.

15. ESCROW

15.1. On or before the date of Go Live, CONTRACTOR shall place a copy of the source code for the CMS Software into escrow pursuant to the Software Escrow Agreement executed between CONTRACTOR and escrow agent InnovaSafe, Inc., ("Escrow Agreement"), an executed copy of which is attached hereto as Exhibit H (Software Escrow Agreement).

15.2. CONTRACTOR further agrees that on or before the date of Go Live, COUNTY shall be named as a beneficiary under the Escrow Agreement, at which time COUNTY's designated Project Manager shall execute the Beneficiary Acknowledgement Form attached to the Escrow Agreement. CONTRACTOR shall pay the Annual Beneficiary Fee to InnovaSafe, Inc. as provided in the Escrow Agreement and provide verification of the payment to COUNTY within thirty (30) days.

15.3. CONTRACTOR agrees to release the Deposit referenced in the Escrow Agreement to COUNTY pursuant to the conditions set forth in the Escrow Agreement. CONTRACTOR shall improve, add to, or otherwise modify the source code deposited into escrow at or near the time any supported release modifications of the software are made available to CONTRACTOR's licensees of the software generally.

15.4. CONTRACTOR shall be responsible for all payments owed to the escrow agent.

16. WARRANTY

16.1. Any deliverables and/or services furnished under this Agreement shall be covered by the warranties set forth in the Professional Services Agreement and the License Agreement, in accordance with the provisions thereof.

17. IN-PERSON SUPPORT AT GO LIVE

CONTRACTOR shall provide onsite resources for the Go Live date to support County Subject Matter Expert (SME) and Help Desk staff and line staff/users. CONTRACTOR shall have technical staff onsite for the first two weeks at each of the three District Attorney offices during Go Live to support staff as the product goes live to ensure the successful rollout. The main purpose of this additional Go Live support period is to closely-monitor customer service, data integrity and the smooth functioning of the implemented CMS.

18. BUSINESS CONTINUITY/DATA ROLL-BACK ACTION AT GO LIVE

In case a rollback is needed to ensure business continuity, CONTRACTOR will collaborate with staff from County's current case management system provider, Damion, during the implementation to create and test the necessary scripts to sync eProsecutor® data back to the Damion database on a routine basis. County will be responsible for ensuring the cooperation of Damion and County's other contractors that are counterparties to the conversions and interfaces. Once eProsecutor® is back up, CONTRACTOR (or in the event more than 90 days have elapsed since Go Live, COUNTY) would then run their existing data migration scripts to migrate the new/updated Damion data back to eProsecutor® to make it current. CONTRACTOR will provide COUNTY with the extraction scripts at Go Live and will train COUNTY on how to use them, and COUNTY will then assume sole responsibility for and manage the rollback process commencing 90 days after Go Live.

19. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint

venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof.   CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

20. <u>TAXES</u>

CONTRACTOR shall pay all income taxes, levies, duties, and assessments of every nature due in connection with any work or deliverables under this Agreement, and shall make any and all payroll deductions required by law. However, CONTRACTOR shall not be responsible for paying any sales tax, excise tax, use tax or similar taxes, and should CONTRACTOR be required to do so by any government agencies, COUNTY agrees to promptly reimburse CONTRACTOR for the full amount of such paid taxes plus interest and penalty, if any. Except as set forth in the immediately preceding sentence, COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf. Should COUNTY be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full amount of such paid taxes plus interest and penalty, if any.

These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

21. <u>CONFLICT OF INTEREST</u>

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would constitute a conflict of interest with the performance of services required to be performed under this Agreement.

CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

22. <u>COUNTY DATA</u>

22.1. "County data" shall mean data and information received by CONTRACTOR from COUNTY. As between CONTRACTOR and COUNTY, all County data shall remain the property of the COUNTY. CONTRACTOR shall not acquire any ownership interest in the County data.

22.2. CONTRACTOR shall not, without COUNTY's written permission and consent, use or disclose the County data other than in the performance of its obligations under this Agreement.

22.3. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY as soon as possible of any incident of unauthorized access to County data, or any other breach in CONTRACTOR'S security that materially affects COUNTY or end users. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

22.4. **Ownership of Documents and Intellectual Property**. COUNTY shall be the owner of the following items incidental to this Agreement, upon production and whether or not completed ("County Materials"): all County data collected, all County documents of any type whatsoever (paper or electronic), and any material (not including any software or other CONTRACTOR intellectual property, which is being licensed to COUNTY under the provisions of the License Agreement) necessary for the practical use of such data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any County Materials under this paragraph except after COUNTY's prior written approval.

22.5. No County Materials produced in whole or in part under this Agreement will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.

22.6. COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any County Materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder.

22.7. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions shall survive any termination of this Agreement.

23. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to Section 30, Termination, of this Agreement. CONTRACTOR may use such items only in connection

with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

24. RECORDS, AUDIT, AND REVIEW

24.1. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement.

24.2. All accounting records shall be kept in accordance with generally accepted accounting principles.

24.3. COUNTY reserves the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours, or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7).

24.4. CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

25. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit E attached hereto and incorporated herein by reference.

26. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (OR ANY EXHIBIT HERETO), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, COUNTY'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND ALL EXHIBITS HERETO AND OTHER AGREEMENTS ENTERED INTO IN CONNECTION HEREWITH SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER AND THEREUNDER TO CONTRACTOR. IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND ALL EXHIBITS HERETO AND OTHER AGREEMENTS ENTERED INTO IN CONNECTION HEREWITH EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER AND THEREUNDER TO CONTRACTOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM.

27. NONDISCRIMINATION.

The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference

with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.

28. NONEXCLUSIVE AGREEMENT.

CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

29. NON-ASSIGNMENT

CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. The foregoing restriction shall not (and shall in no event be deemed to) apply to or restrict CONTRACTOR's use or engagement of consultants who act as regular staff enhancements to CONTRACTOR and who prefer to provide services as independent contractors rather than as employees.

30. TERMINATION

30.1. **By COUNTY**. In accordance with this Section 30, COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

30.1.1. **For Convenience**. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

30.1.2. **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY shall notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part by written notice to CONTRACTOR, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

30.1.3. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions and fail to cure such default or breach within thirty (30) days following receipt of written notice of such default or breach, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by

written notice. Upon receipt of notice of termination, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the termination notice is received by CONTRACTOR, unless the notice otherwise sets forth a later date.

30.2. **By CONTRACTOR**. Should COUNTY fail to pay CONTRACTOR all or any part of the payments set forth in the Professional Services Agreement, the License Agreement or in any exhibit to either of the foregoing, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement and the License Agreement and Professional Services Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

30.3. **Termination Payments**. In the event of termination of the contract for any reason (including any of the foregoing subsections of this Section 30), COUNTY shall remit payment to CONTRACTOR for all services and deliverables performed or delivered in a reasonably satisfactory manner prior to such termination, whether or not completed or accepted at the time of termination.

31. <u>ENTIRE AGREEMENT AND AMENDMENT</u>

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

32. <u>COMPLIANCE WITH LAW</u>

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

33. <u>CALIFORNIA LAW</u>

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in State court in the County of Santa Barbara, or in the federal district court nearest to Santa Barbara County.

34. <u>PRECEDENCE</u>

In the event of conflict between or among the provisions contained in any part of this Agreement and the provisions contained in the Exhibits, the documents shall be interpreted in and given the following order of precedence (i) this Agreement, (ii) the License Agreement, (iii) the

Professional Services Agreement, , (iv) Exhibit E, (v) Exhibit F, (vi) Exhibit G, (vii) Exhibit H, (viii) Exhibit D, (ix) Exhibit B, and (x) Exhibit C.

35. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State, or County government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

36. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that either COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

37. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

38. REMEDIES NOT EXCLUSIVE

Unless expressly stated in this Agreement or in any Exhibit hereto, no remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

39. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

40. NO WAIVER

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

41. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assignees.

42. EXECUTION OF COUNTERPARTS; AUTHORITY

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

43. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request, in accordance with the provisions of Sections 3 and 4 of the License Agreement. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

44. DISPUTE RESOLUTION

44.1. **Informal Dispute Resolution**. If a dispute, controversy or claim arises between the parties related to this Agreement, the parties shall attempt to resolve the dispute informally through discussions between the parties.

45. DISENTANGLEMENT

45.1. This section shall apply upon termination of this Agreement for any reason.

45.2. CONTRACTOR and COUNTY shall reasonably cooperate with one another in good faith and jointly develop a transition plan designed to ensure a smooth transition and transfer of the services and of the County data to COUNTY or to COUNTY's other contractors. CONTRACTOR may require a commercially reasonable non-disclosure agreement in connection therewith.

45.3. As part of the transition plan that COUNTY and CONTRACTOR develop upon termination of their contractual relationship, COUNTY agrees to provide CONTRACTOR a list of services desired and CONTRACTOR will provide to the

County one or more Statements of Work covering such services and the amounts and rates that CONTRACTOR would charge for such services on the basis of achievement of milestones set forth in such Statements of Work (the "Transition Services Fees"). In addition, COUNTY shall continue to pay to CONTRACTOR any license, maintenance and support fees payable with respect to the Licensed Software for all periods during which COUNTY or any of its Users continue to Use the Licensed Software, including for any Use of the Licensed Software during the transition plan or at any other time following termination of this Agreement or the License Agreement.

46. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

47. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform any obligation under this Agreement or any Exhibit hereto (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

48. COUNTY DATA AND PERSONAL INFORMATION REQUIREMENTS

48.1. With respect to any and all Customer Data, COUNTY is (a) responsible for securing such Customer Data on its own computer systems and networks, (b) obligated not to send CONTRACTOR any such Customer Data in connection with the performance of this Agreement unless no other option is available, and never to send the only copy of any Customer Data to CONTRACTOR, (c) responsible for obfuscating any personally identifiable information, including without limitation any Protected Health Information (as defined below), from any such Customer Data before transmitting or delivering it to CONTRACTOR, and (d) responsible for copying and encrypting with commercially available strong encryption any such Customer Data before transmitting or delivering it to CONTRACTOR, and must ensure that all such transmissions and deliveries are effected in a safe and secure manner. "Protected Health Information" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under Subpart E of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

    48.2. CONTRACTOR shall comply with the requirements of Section 6.2 of the License Agreement with respect to any Customer Data received by COUNTY.

49. <u>EXHIBITS AND ATTACHMENTS:</u>

The following Exhibits and Attachments are incorporated herein by reference and constitute a material part of the Agreement. For purposes of the Exhibits and Attachments, "you", "Journal Technologies," "JTI," and "Journal" refers to CONTRACTOR, while "us," "we," and "our" refer to COUNTY. All references to "eCourt" in the RFP response are understood and accepted by both COUNTY and CONTRACTOR to mean eProsecutor®, unless stated otherwise by CONTRACTOR.

Exhibit A-1:   License Agreement

Exhibit A-2:   Professional Services Agreement

Exhibit B: Contractor's Response

Exhibit C: Original Request for Proposal (RFP) as circulated by District Attorney

Exhibit D: Statement of Work, Deliverables and Project Schedule

Exhibit E: Indemnification and Insurance Requirements

Exhibit F: [Reserved]

Exhibit G: Support Agreement

Exhibit H: Software Escrow Agreement

Case Management System Agreement between the **County of Santa Barbara** and **Journal Technologies, Inc**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on August 24, 2021.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
    Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
    Bob Nelson
    Chair, Board of Supervisors

Date: _____
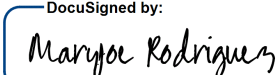
RECOMMENDED FOR APPROVAL:
Office of the District Attorney

By: _____
    6D4A74A7D7F4493
    Department Director

Title: _District Attorney_____

CONTRACTOR:
Journal Technologies, Inc.

By: _Maryjoe Rodriguez_____
    CC6227C6F2AB4E9
    Authorized Representative

Name: _Maryjoe Rodriguez, Vice President_
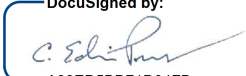
APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _Victoria Parks Tuttle_____
    8A8D072E4FAB401
    Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy Schaffer, CPA
Auditor-Controller

By: _C. Edi_____
    A99ED5BD71D04FB
    Deputy

APPROVED AS TO FORM:
Risk Management

By: _Ray Aromatorio_____
    D3DB8526E16F47F
    Risk Management

EXHIBIT A-1
Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and the County of Santa Barbara District Attorney Office (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1.   DEFINITIONS

        1.1   **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

        1.2   **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

        1.3   **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

        1.4   **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

        1.5   **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A ("LICENSE, MAINTENANCE AND SUPPORT FEES"), together with all related Documentation.

        1.6   **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees").

        1.7   **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

(3) unauthorized access to or acquisition of Customer Data;

(4) a loss of Customer Data;

(5) a ransom or cyber extortion demand involving Customer Data;

(6) misuse of Customer Data; or

(7) an actual or alleged failure to:

>>(a) provide adequate notice, choice, consent, access, or security regarding Customer Data;

>>(b) take appropriate steps to ensure the accuracy of Customer Data;

>>(c) adequately minimize the collection, processing, use, or retention of Customer Data; or

>>(d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12   **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, PC/CPU, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, or (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface.

2.   LICENSE

2.1   Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2   License Term and License, Maintenance and Support Fees.

2.2.1   License Term. The License Term shall commence on the date of initial Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will use the Licensed Software as of or immediately following such Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of final Go Live, and thereafter may be renewed for successive one-year periods (the "**License Term**"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2   License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Attachment 1 in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License,

Maintenance and Support Fees are subject to increase in accordance with Attachment 1. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Attachment 1, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

      2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 ("Licensor's Responsibilities") shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

      2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

      2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit H ("SOURCE CODE ESCROW AGREEMENT"). Licensee shall complete the beneficiary enrollment form and provide the completed form to Licensor for submission to InnovaSafe.

3.   MAINTENANCE AND SUPPORT

3.1   Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2   Support. Support for the Licensed Software is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Licensor using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3   Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.   Any member of the DISTRICT ATTORNEY's Information Technology team is recognized as an Application Administrator of DISTRICT ATTORNEY for support purposes.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Attachment 2 ("SYSTEM REQUIREMENTS").

Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions

contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3   Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach

4.4   No Other Warranties. The warranties and representations stated within this Agreement are exclusive, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

5.   LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST THREE YEARS OF THE LICENSE TERM.

6.   CONFIDENTIALITY

6.1   Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful

access or unauthorized or improper disclosure.   Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2   Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure.   Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

6.3   Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

Attachment 1
LICENSE, MAINTENANCE AND SUPPORT FEES
eProsecutor®

1.   Licensed Software: eProsecutor®. The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.

2.   Annual eProsecutor® License, Maintenance and Support Fees: $117,000 (and adjusted for any CPI increase after the first year as set forth below), which includes:

(a) Licensed Software licenses for up to 143 agency Users (i.e., Users identified in clause (a) of the definition of "User" in Section 1.12).

(b) 29 additional licenses (i.e., 20% of agency Users) for unlimited use of the Licensed Software by other governmental agencies via interfaces (i.e., Users identified in clause (b) of such "User" definition).

For a total of 172 User licenses.

If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below (by first applying the then current number of JustWare® licenses purchased by the County Public Defender's Office (which currently has 65 User licenses) to determine which User Group row (based on such aggregate User license number) to use in the table below to obtain the correct Per License amount for each User added or subtracted), but subject in all events to a minimum annual License, Maintenance and Support Fee of $50,000. COUNTY may increase the number of named users at any time upon written notice to CONTRACTOR, which shall be promptly followed by payment reflecting the increased license and maintenance fees, calculated according to this Attachment 1 and pro-rated for any partial year:

Pricing Schedule for System User Licenses

User Groups*	Licenses	Annual License and Maintenance Fees	
		Per License	For Group
1-50	50	$ 1,000	$ 50,000
51-100	50	800	40,000
101-200	100	700	70,000
201-500	300	500	150,000

*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. Each additional agency User shall require the purchase of 1.3 additional User licenses.

An annual Consumer Price Index (CPI) adjustment will automatically be applied to the annual License, Maintenance and Support Fees for each year of the License Term after the first year, not to exceed 4% per year. The applicable CPI adjustment indicator shall be the Consumer Price Index for All Urban Consumers (CPI-U) for [Los Angeles-Long Beach-Anaheim, which may be found at the following website under the following search criteria:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm

Customer On-Premise - Primary   (51-500 user)
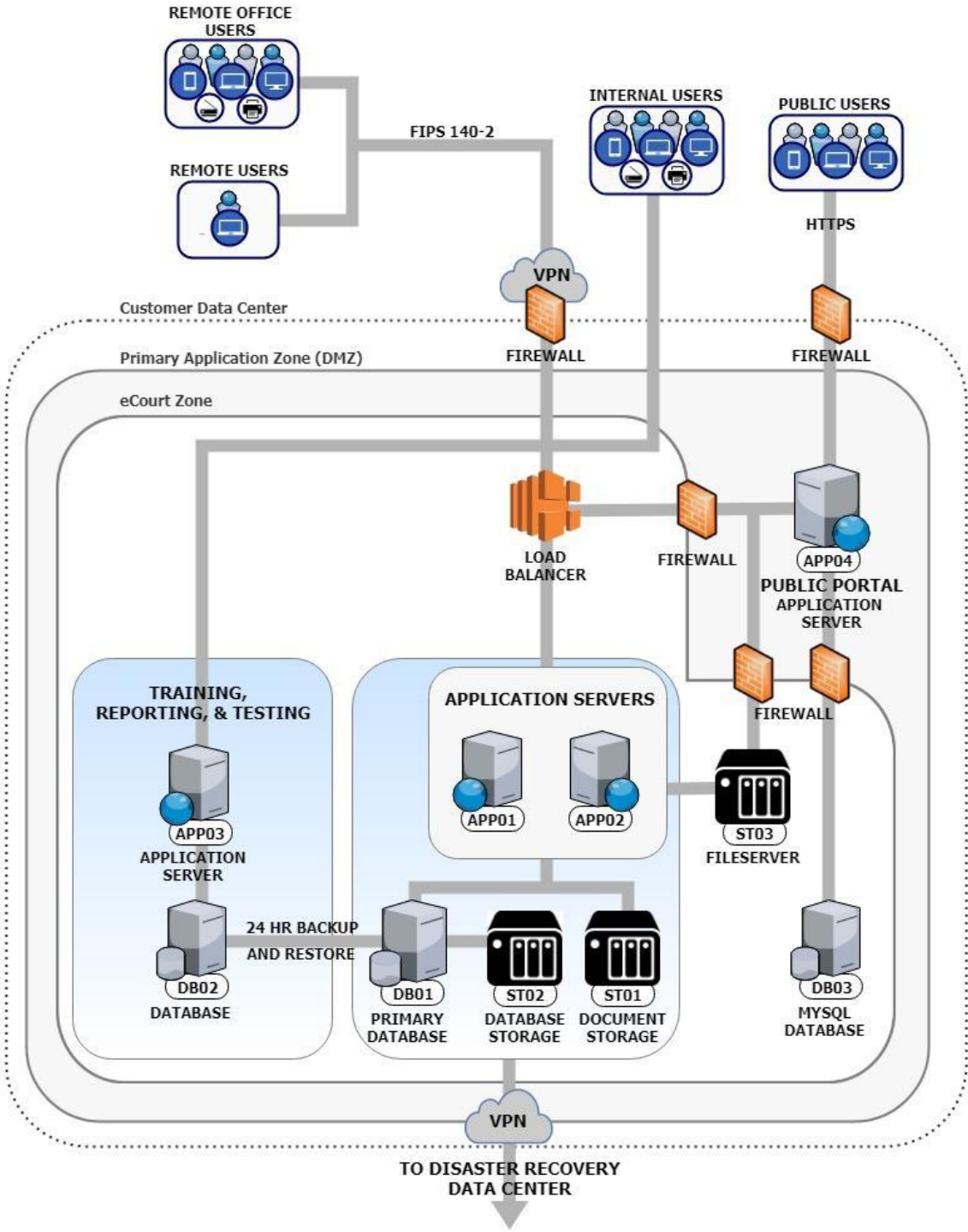
Hardware/Software Manifest

- *APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- *APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data

- ○ 500 GB for report server data
- ● ST02 - Database storage device with
  - ○ 1 TB for DB
- ● ST03 - Document/app server storage device with
  - ○ 1 TB for Documents
  - ○ 500 GB for app server data
  - ○ 100 GB for config mgmt data
  - ○ 500 GB for report server data
- ● ST04 - Database storage device with
  - ○ 1 TB for DB
- ● Load balancer
- ● Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.

EXHIBIT A-2

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Journal Technologies**"), and the County of Santa Barbara Office of the District Attorney (hereinafter "**Client**"), is made as of the date executed by both Journal Technologies and Client (the "**Effective Date**").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1.   DEFINITIONS

1.1   **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2   **Go Live** has the meaning ascribed to such term in the License Agreement.

1.3   **License Agreement** means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4   **Licensed Software** has the meaning ascribed to such term in the License Agreement.

1.5   **Project** means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work.

1.6   **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as <u>Attachment-1</u> for the initial Services or in the applicable Statement of Work for additional Services.

1.7   **Services** means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Agreement.

1.8   **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Agreement.

2.   SERVICES

    2.1   Projects. Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

    2.2   Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or Attachment 1 hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

    2.3   Procedure for Agreement upon Statements of Work.

        2.3.1   Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

        2.3.2   Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

        2.3.3   Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

    2.4   Journal Technologies' Employees and Subcontractors; Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees

    2.5   Status Reporting. Journal Technologies will provide reasonable status reports to Client upon request, as further detailed in Exhibit D – Statement of Work, section 4.4, Project Status Reports.

2.6   Status Meetings. If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities, as detailed in Exhibit D – Statement of Work, section 4.3 Project Status Meetings.

2.7   Go Live. Upon the occurrence of each Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.8   Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the Exhibit A-1, Software License, Maintenance, and Support Agreement.

3.   WARRANTIES

3.1   Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2   Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3   No Other Warranties. The warranties and representations stated within this Exhibit A-2 are exclusive, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Warranties with respect to the operation of any deliverable shall be as set forth in Exhibit A-1, Software License, Maintenance, and Support Agreement, or Exhibit D, Statement of Work.

4.   PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for all Services Fees for the Licensed Software shall become due and payable upon the final Go Live of the Licensed Software for such Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5.   LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES.   IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6.   CONFIDENTIALITY

6.1   Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized

possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2   Journal Technologies' Responsibilities.   Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3   Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

ATTACHMENT-1
PRICING PROPOSAL
(excluding license, maintenance and support fees)

Professional services, including expenses (Notes)	One-Time Cost
Implementation Services	$150,000
Conversion	$65,000
Interfaces	$30,000
	$245,000

Notes

There must be significant involvement from Client's IT personnel during the conversion and interfaces. The interfaces require a willing and capable data exchange partner at agencies with which Client wishes to interface. Since Client's IT department will become familiar with eProsecutor® API, Client will be able to assist with and maintain the interfaces as well as develop interfaces.

The following interfaces are included:
- Tyler Odyssey system
- Versaterm
- Santa Maria Police Department

Any additional interfaces will be done pursuant to Statements of Work.

Journal Technologies has assumed that Client's IT department, in consultation with Journal Technologies' project team, will complete the mapping and transfer of the legacy data to a common database system provided by Client's IT department. From the common database Journal Technologies will insert it into eProsecutor® thus completing a full data conversion. Client's team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. The data conversion fee represents the cost to convert Client's legacy data (which is Damion) into eProsecutor®. Any additional conversions will be done pursuant to Statements of Work. With Client's approval, Journal Technologies might use a third-party to assist with the conversion and interfaces.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal Technologies has prepared this Attachment-1 on the assumption that Client is exempt from federal excise taxes and without the inclusion of any California or local sales or use taxes. Any sales, use, excise or

similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including subsequent training and legislative-type updates, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' current hourly rate is $175.

Prior to Go Live, Journal Technologies will provide administrative training to Client's Application Administrators (as such term is defined in Exhibit A-1) to train them to make Client's desired configuration changes to the Licensed Software, including charging code changes.

County of Santa Barbara, CA

Response to RFP for
Prosecutor Case Management System

_____

Submitted by:
Journal Technologies, Inc.
eProsecutor Case Management System

915 E. 1st Street
Los Angeles, CA 90012
(213) 229-5434

Copy

March 1, 2017

Tab A   **Proposal Checklist**

Name of Company: <u>Journal Technologies, Inc.</u>

Service to provide: (title):   <u>Case Management System for District Attorney</u>

Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

☒ Tab A – Proposal Checklist *(this page)* 2

☒ Tab B – Proposal Cover Page *(signed by Authorized Signatory)* 4

☒ Tab C – Company Profile/ Experience 5

☒ Tab D – Acknowledgements 9

☒ Tab E – Scope of Services 12

☒ Tab F – References 50

☒ Tab G – Bidder Attachment 53
    Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Bidder's Response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	eProsecutor Configurable Features	54
Attachment 2	Project Management and Timeline	62
Attachment 3	Training	79
Attachment 4	Data Conversion Approach and Strategy	88
Attachment 5	Interfaces Approach and Strategy	97
Attachment 6	Hardware and System Software	101
Attachment 7	Resumes	111

Cost and Financials

Please provide Tabs H and I in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.

☒ Tab H – Cost/Budget Narrative

☒ Tab I – Financial Statement

Tab B	Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the company on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Santa Barbara to pursue any remedy authorized by law, which shall include the right, at the option of the County of Santa Barbara, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

The County of Santa Barbara Purchasing Division on behalf of the Office of the District Attorney County of Santa Barbara is soliciting proposals from qualified firms to provide:

Prosecutor Case Management System

NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST BE DELIVERED TO:

County Purchasing Division
105 E. Anapamu St., Room 304
Santa Barbara CA 93101-2070

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name: Journal Technologies, Inc.

Mailing Address: 915 E 1st Street

City: Los Angeles   State: CA Zip: 90012

Remit to Address: same as above

City: State: Zip:

Phone # (213) 229-5434   FAX # (213) 229-5375

Contractor Website: www.journaltech.com

Name: Gerald L. Salzman   Title: President

Signature: *Gerald L. Salzman*   Date: 2/27/17

Email: Maryjoe_rodriguez@dailyjournal.com

Please Check ☐ Veteran ☐ Local Preference

Tab C   Company Profile/ Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER'S RESPONSE: Journal Technologies, Inc.

2. Proof of non-profit status, if applicable

BIDDER'S RESPONSE: N/A

3. Company overview of services or activities performed, including:

    a. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

    b. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services

    c. Company size - number of staff

    d. Location of the office from which the work under this contract will be provided and the staff allocation at that office

BIDDER'S RESPONSE:

Charles Munger, J.P. Guerin and Gerald Salzman are the Directors of Journal Technologies, Inc. Mr. Munger is Chairman, Mr. Guerin is Vice-chairman and Mr. Salzman is the Chief Executive Officer, President, Treasurer and Secretary. Jon Peek (Logan, Utah) and Ronald Beach (Corona, CA) are the Chief Operating Officers. The implementation team reports to Mr. Salzman.

Implementation Team
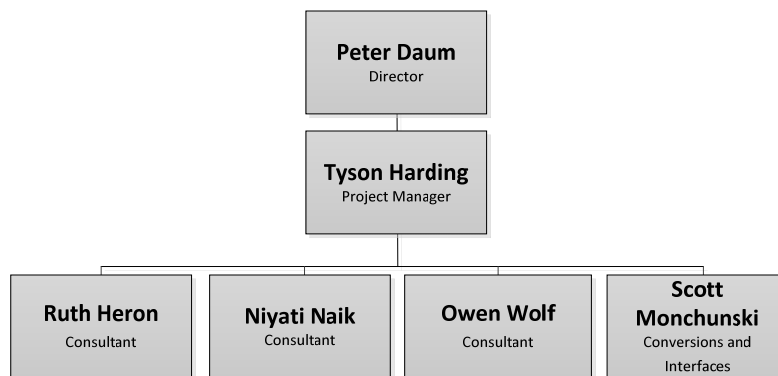
4. Provide your company's mission statement.

> **BIDDER'S RESPONSE:**
> Journal Technologies provides case management solutions for justice agencies.

5. Please indicate whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.

> **BIDDER'S RESPONSE:**
> Journal Technologies, Inc. is a wholly-owned subsidiary of Daily Journal Corporation.

6. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

> **BIDDER'S RESPONSE:** None

7. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

> **BIDDER'S RESPONSE:**
> The Daily Journal Corporation merged its three wholly-owned technology companies which provide case management systems for justice agencies — New Dawn (1996), Sustain (1984) and ISD (1981) into one entity, Journal Technologies, Inc. Periodically, we use third-party providers of conversion and interface services. We will get your approval if we decide to use these service companies.

8. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

> **BIDDER'S RESPONSE:**
> In a lawsuit against the Riverside Superior Court that alleges certain data contained the Court's public website should not be made available to the public, we have been named a defendant. We expect to be dismissed as a party on the case.

9. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers. Hosted solution providers may be required to have additional background clearance for employees, subcontractors and volunteers.

> **BIDDER'S RESPONSE:**
> We will provide all necessary background checks and clearances.

10. **Credentials/Resumes/Certifications/Licenses**

    This section shall state all employees/subcontractors responsible for administering or providing services. Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

    a. Position Title

    b. Responsibilities

    c. Qualifications/Experiences

    d. Certifications/Licenses, if applicable

    e. Any other information, which will assist in evaluating qualifications.

> **BIDDER'S RESPONSE:**

See Tab G, Attachment 7 – Resumes.

Peter Daum
a. Product Owner-eProsecutor and eDefender
b. Technical lead for all eProsecutor customer-specific configuration requirements.
c. Peter is the product owner of eDefender and eProsecutor, and is an expert in the functionality and configuration of the products. He has implemented eProsecutor and eDefender defender configurations during his 16 years with Journal Technologies.
d. B.S. Business Administration
e. Peter is an expert in the functionality and configuration of the products and has extensive experience in software development and managing information services departments.

Tyson Harding
a. eProsecutor Project Manager
b. Project manager and configuration expert.
c. Tyson is a project manager and eProsecutor configuration implementer team. He will configure the system to integrate the installed configuration with user business practices.
d. B.S, M.S in Management Information Systems and Science

Ruth Heron
a. Assistant Project Manager
b. Project Manager and Configuration consultant for eProsecutor
c. Ruth will assist with project management and configuration as well as requirement gathering.
d. MS Office Certified; Project Management

Niyati Naik
a. Configuration consultant
b. Configuration for eProsecutor
c. Niyati will provide the technical expertise for configuration of eProsecutor and assist with requirements gathering.
d. B.S., A.S. Computer Science

Owen Wolf
a. Configuration consultant
b. Configuration for eProsecutor
c. Owen will provide the technical expertise for configuration of eProsecutor and assist with requirements gathering.
d. Computer Science and Biochemistry-In progress

Scott Monchunski
a. Data Conversion Lead

b. Scott is the data conversion and interface lead for Journal Technologies and an expert in the eProsecutor framework and configuration.
c. Scott has project management and extensive conversion and interface expertise with Journal Technologies since 2005 and is the lead developer for interfaces and data conversions.
d. B.S., Information Systems

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab D   Acknowledgements

1.   Clarifications, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exceptions, or deviation must be clearly identified. If your firm has no clarification, exceptions, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A (which is located in the Terms and Conditions Document) and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Confidentiality
- Subcontractors
- Reporting Requirements

Do you have any other exceptions/deviations? If so, please provide an explanation:

BIDDER'S RESPONSE:

<div align="center">Clarifications/Exceptions</div>

We have identified certain requirements in the RFP that our legal counsel believes require clarification or, in some cases, modification. Below is a list of these items, with explanations of our concerns and proposed alternatives.

1.11.1 Precedence. Since JTI's proposal responds to and qualifies the RFP, JTI believes that in the event of any conflicts in the contract documents, the Responder's Reply should come before the RFP. Accordingly, the Reply would have second priority and the RFP would have third priority.

Tab D Acknowledgements – 1. Clarifications, Exceptions, Deviations. Since the sample service agreement and Terms and Conditions Document

have not been provided to JTI, JTI is unable to agree that any contractual terms contained in those documents are non-negotiable, including the provision listed in Tab D Acknowledgements – 1. Clarifications, Exceptions, Deviations. JTI will review all agreements, terms and conditions proposed by the County at the time they are provided.

Tab D Acknowledgements – 3. Transition. JTI is willing to provide transition services to the DA's Office in the event of termination or expiration of the Agreement, but for the avoidance of doubt, such services will be provided at JTI's then-current rates. JTI is unable to agree that any such activities can be done without charge and accordingly proposes striking the words "without additional cost" from clause 3) of this section.

2. **Evidence of Insurability/Business Licenses**

   All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3 **Transition**

   Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

   1) Continue delivering services in all geographic areas currently served in Santa Barbara County until notified otherwise; and

   2) Assist the DA's Office in the orderly transition and transfer of all collaborations and committees to the DA's Office and the subsequent Contractor(s); and

   3) Provide, in a timely manner, all file and information deemed necessary by the DA's Office for use in subsequent contracting activities without additional cost to the DA's Office or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and

   4) Cooperate with the DA's Office during a transition close-out period to ensure orderly and seamless delivery of services to residents of Santa Barbara County.

CERTIFICATIONS

I, Gerald L. Salzman, a duly authorized agent of Journal Technologies, Inc., hereby certify that Journal Technologies, Inc. submission of this proposal in response to the Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

See Clarifications/Exceptions above.

Signature _____   Date: 2/27/17

Title of Agent/Officer President

Tab E   Scope of Services

This RFP has a space provided under each question the County has of the Bidder. This RFP is available for electronic download at https://www.countyofsb.org/gs/purchasing/bids.sbc

Bidders must address all points in this section. The awarded bidder must:

Services

Acquire all required expert services to ensure successful implementation, historical data accessibility, conversion, migration, and ongoing management and support of the proposed solution.

BIDDER'S RESPONSE:
See response to "Proven System" below which illustrates our services.

Proven System

The proposed System must be one that has proven itself by operating in a District Attorney's office. Any version of the proposed System must have been in production for at least six months prior to the date of submission of the proposal.
Or
Bidder must have substantial experience in the development and support of a workflow based CMS with Document Management integration utilized by a minimum 50 plus user base.

BIDDER'S RESPONSE:

Journal Technologies has been providing case management systems to governmental agencies for more than 25 years and serves over 500 justice agencies in 42 states and internationally.

A list of California and other installations, including earlier versions, and recent clients in various stages of implementation follows. To illustrate our configurability and flexibility to serve all justice agencies, we have listed some of our clients in other agencies. eProsecutor/eDefender for prosecutor and public defender offices, eCourt is for courts and eProbation for probation departments with all sharing the same system architecture, just different configurations.

California

District Attorney

- Solano
- Colusa
- Mendocino

- Butte Fresno

District Attorney

- Orange County (480)
- Imperial
- Santa Barbara

- Mendocino
- Santa Clara
- San Joaquin
- Humboldt

Court

- Los Angeles (1,700)
- Riverside (1,000)
- Imperial (200)
- El Dorado
- Madera
- San Benito
- Merced
- Placer

- Tulare (300)
- Humboldt
- Contra Costa
- Lake
- Modoc
- Trinity
- Mono
- Tuolumne

Probation

- Modoc
- San Joaquin
- Butte
- San Luis Obispo – accounting and Probation Collections

- Mendocino
- Mono
- Solano

California Government

- Department of Industrial Relations – Occupational Safety and Health Appeals Board

Other Experience

District Attorney including Attorney General
- Gilbert, AZ Monroe, NY (200)
- Fairfax, VI
- Montana
- Salt Lake City
- Connecticut (400)

Public Defender
- Cook County, Chicago (750)
- Connecticut (450)
- Kootenai, ID
- Oregon (545)
- Yuma, AZ

Court
- King County District Court, Seattle (370)
- King County Superior Court, Seattle (260)
- Las Vegas Municipal Court (225)
- Fort Worth Municipal Court
- Georgia AOC – 50 courts (650)

Probation
- Milwaukee
- Marietta, GA
- Salt Lake
- Bellevue, WA
- King County, (Seattle)
- Bellevue, WA

Government
- Office of Administrative Hearings, D.C.
- Office of Administrative Hearings, OR

International
- Southern Australia Courts (585)
- Saskatchewan Court of Appeal and Sheriff Dept., CAN
- Alberta Court of Appeal, CAN

Lifecycle

If applicable, explain your application lifecycle; i.e. how often the application is upgraded, when do versions go out of support, etc.

BIDDER'S RESPONSE:

We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. The upgrades in versions are deployed as ".war" files, which contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eProsecutor and do not affect any custom changes made for a particular client. This will take care of any extensions to the product made by you.

Software

Provide all necessary software to ensure a fully functional system that satisfies the requirements detailed in this RFP. This may be phased by training, test, and production software as appropriate for the bidder's solution including web servers, app servers and necessary hardware, operating systems, database software and client access licenses for either the database vendor and/or your software system be it either per user or processor.

BIDDER'S RESPONSE:

We will provide the eProsecutor software. We do not provide/install hardware and its maintenance and support.

Data Conversion/Migration

Migrate historic case information from existing case management system into the new system. Current system has approximately hundreds of tables and voluminous records.

BIDDER'S RESPONSE:

See Tab G, Attachment 4 – Data Conversion Approach and Strategy

Interface Development

Develop or migrate existing data interfaces using the County's infrastructure and existing DA's Office technologies available in current CMS to/from DA's Office and Law & Justice partner systems.

BIDDER'S RESPONSE:

See Tab G, Attachment 5 – Interfaces Approach and Strategy

System Customization/Configuration

Customize the system to meet the specific needs of the DA's Office as outlined in the Functional and Technical requirements herein.

BIDDER'S RESPONSE:

We will configure eProsecutor to meet your specific needs.

System Hardware Requirements

Provide specifications for redundant hardware system with ability to accommodate 15% annual expansion over a five year period.

BIDDER'S RESPONSE:

See Tab G, Attachment 6 – Hardware and System Software

System Training

Based on your business model, provide the necessary training to effectively leverage the system to meet the needs of the DA's Office. On-site training is required.

BIDDER'S RESPONSE:

The training program and documentation will be tailored to your configured screens, processes and procedures for each division. We need to train what was configured. Your staff will be deeply involved in the configuration and workflow processes, and from these sessions will come a jointly developed training program.

We use an onsite, train-the-trainer approach for end users because it is the most effective method of gaining user acceptance and creating in-house training expertise that matches the specific business processes of each user. We have an unlimited budget for implementation training using the train-the-trainer approach. Once in-

house support and training expertise is established, ongoing and new hire training is handled by the agency so that users are being trained by in-house experts in their unique business processes.

Training and online "help" share the three components of the online documentation. All of the help functions can also accommodate both audio and video.

i.   The universal view provides the complete eProsecutor documentation; its Table of Contents can be sorted by role to parallel training courses and facilitate the focus during "refresher" reviews.

ii.   Most screens have "help" that is brought to the user's open screen when you click on the "?" at the top of the screen. Consequently, the user continues to see what they are working on while they view the help information.

iii. Every element on the screens can also have tailored help. Just insert a "?", for example, next to a dropdown, and then click on it to see a note explaining the dropdown while the screen remains open.

We work to minimize future dependency on us through knowledge transfer and the development of a client Help Desk that is staffed by experienced individuals who have worked on the project and thus have both a firm grasp of eProsecutor and how it was implemented. As a result, they are able to effectively triage problem reports with hardware, network, and user errors being handled locally in an expeditious manner with us standing by to provide support or to handle problems related to software defects or functionality deficiencies.

Also see Tab G, Attachment 3 – Training

System Administration

Based on your business model, provide the necessary training to effectively administer the system. On-site training is required.

> **BIDDER'S RESPONSE:**
>
> System administrators will be involved (trained) from the start, and this will include configuration, workflow and the associated business rules, notice mapping, form generating, document scanning, etc. Also see Tab G, Attachment 3 – Training.

Information Security Standard

Bidder must be able to meet at minimum CJIS information security standards

> **BIDDER'S RESPONSE:**
>
> See Tab G, Attachment 6 – eProsecutor Architecture

System Documentation

Provide the proper documentation necessary to effectively utilize and administer the system.

> **BIDDER'S RESPONSE:**
>
> Administrative guides for system administration and basic form configuration will be provided. Because the system will be configured to your business processes, configuration documentation will be jointly developed to match the business of your users. Onscreen help guides can be configured for each screen and data entry field and accessed with a single click. Also see our response to "System Training" above.

Integration/Migration Experience

Please list outside partner systems (jails, law enforcement, state systems, courts, etc.) which your system has interfaced with and list the contact information for each customer.

> **BIDDER'S RESPONSE:**
>
> See Tab F – References and Tab G, Attachment 5 – Interfaces Approach and Strategy

Integration/Migration Method

Please describe your method for interfacing and/or data exchange with outside partner systems (jails, law enforcement, state systems, courts, etc.)

> **BIDDER'S RESPONSE:**
>
> See Tab G, Attachment 5 – Interfaces Approach and Strategy

Hosted Solution (if applicable)

If your proposed solution includes a hosted environment proposal, are you Criminal Justice Information Services (CJIS) compliant?

> **BIDDER'S RESPONSE:**
>
> eProsecutor can be hosted on your servers or in the Cloud, and it is compliant with CJIS. Also see Tab G, Attachment 4 – Hardware and System Software

What are your Disaster Recovery/Business Continuity plans and service level commitments?

> **BIDDER'S RESPONSE:**
>
> Your web-based system can be hosted by Amazon Web Services which is one of the largest cloud hosting companies with industry-leading security. Disaster recovery is included in your hosted solution.
>
> We conduct quarterly third-party penetration and vulnerability tests on every hosted customer environment. Tests span discovery, exploitation, brute-forcing and reporting, providing advanced evasion and post-exploitation methods.

The DA's Office retains all rights to our intellectual property and data. In the event the decision is made to migrate our data from your system to another, what level of assistance and access can be expected?

> **BIDDER'S RESPONSE:**
>
> We will assist with the transfer of the database pursuant to a Statement of Work.

Timeline

Explain how you will meet a 12-month project timeline.

> **BIDDER'S RESPONSE:**
>
> See Tab G, Attachment 2 – Project Management and Timeline

Records Retention

Explain how you will facilitate records retention by generating reports\alerts\database actions - based on charge codes, statute of limitations, and or departmental records retention schedules.

> **BIDDER'S RESPONSE:**
>
> Using business rules and triggers based on your specific records retention policies and data elements, various reports, automated alerts, and database actions can be configured to address records retention business needs.

Implementation Phases Expectations

The DA's Office is interested in replacing all functions as they exist today so that it can discontinue the use of the current CMS. It also wishes to eliminate other peripheral databases tied to case management tracking. As a result, the DA's Office requests that solution providers plan for a two-phase system implementation. The phases and the mandatory services are described below.

Phase I – Core Case Management Implementation Activities

This phase must encompass all of the services required to successfully provide CMS capabilities that meet or exceed all of the functional requirements.

- Project planning, management, and reporting, including the development and presentation of:
  - Project management plan.
  - A data conversion plan.
  - A Business Process Review.
  - A gap analysis.
  - A training plan.
  - A test plan.
  - A roll back plan.
  - Configuration and customization of the proposed CMS to meet or exceed the functional equivalent of the current CMS.
  - Identification of DA procedures to successfully implement the CMS in a manner that is cost-effective for the County.
- Training of DA Office staff members that will result in their proficiency in the operation of the proposed CMS. The DA's Office wishes to adopt a method that will train all end users on the CMS and is not interested in adopting a train-the-trainer approach until after implementation.
- Preparation and delivery of CMS implementation documentation, including:
  - System operating instructions
  - Procedures
  - Training
  - Scripts and Results
- Data conversion:

  - All active subject information from current CMS.
  - Ancillary databases identified by the DA Office.
- Development of interfaces to external systems such as the SBPD – Versaterm system, Tyler/Odyssey the Santa Barbara Superior Courts CMS, and our Law and Justice data sharing system.
- Testing of the CMS as configured to meet the functional requirements listed herein.

- • Delivery of Test and Development Environments functionally equivalent to the production environment.

- • Development of Templates and Forms currently utilized by the DA's Office.

- • Support of:
  - o Acceptance testing.
  - o Data conversion validation.
  - o System cutover and roll back.
  - o Post-implementation operations, including on-site support provided full- time for 30 calendar days following go-live. Elevated response resolution for an additional period of 180 calendar days.

> **BIDDER'S RESPONSE:**
>
> See Tab G, Attachment 7 – Project Management and Timeline, and Attachments 3 – Training, 4 – Data Conversion Approach and Strategy, and 5 – Interfaces Approach and Strategy.

Phase II – Ongoing Support

This phase involves professional and technical services, as well as software updates, necessary for the DA's Office to effectively manage and maintain the system implemented. Specifically, it will include:

- • Preventive maintenance
- • Remedial maintenance
- • Help desk support
- • On-site staff support
- • System enhancements
- • Train the Trainer – for ongoing and new hire training

> **BIDDER'S RESPONSE:**
>
> The annual license and maintenance fees include licenses, updates, upgrades and routine support. Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate and expenses. However, because eProsecutor is configurable, the IT department and power users will be able to make most changes.
>
> Also see Tab G, Attachment 2 – Project Management and Timeline

Reporting Requirements

Monthly Summary Report.
The Contractor shall provide a Monthly Summary Report to the DA's Office by the 6th workday of each month following the previous month in which services were provided during Phases I and II. The report shall include, but is not limited to:

1. Any maintenance or upgrade work completed, initiated, pending or planned.

2. Any customization work completed, initiated, pending or planned.

3. Downtime (if applicable) including explanation and remediation as well as how it will be prevented in the future.

4. Open items from the preceding month and cause for non-closure/completion.

> **BIDDER'S RESPONSE:** *In this area, acknowledge you have read the statement above and will provide all required reporting.*
>
> There must be jointly "published" project status reports. Our project manager reporting to your project manager serves no purpose. Management needs to know about the total project. The content of these reports will change as the project progresses.

Business and Technical Requirements

Each solution provider must specify their ability to meet the specified functional and technical requirements by placing an "X" in the applicable column in each row. Descriptions of each column heading are as follows:

Response Column	Definition
"Current" Current Capability	Specification will be met by the proposed solution that is installed and operational in other agencies and can be performed by the CMS. *The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.*
"Future" Future Release	Specification will be met by a future release of the product. *The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered within six months of baseline solution installation.*
"Custom" Custom Development	Specification will be met by software currently under development, in beta test, or not yet released. *The cost of required specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation. The costs of desired specifications (Req No. begins with '15') are to be provided separately.*
"N/A" Not Available	Specification cannot be provided either as part of the baseline solution or future enhancement. *Any qualifications or limitation of "current" responses will cause the response to be rated "N/A".*

NOTE: Each requirement must be addressed in the proposal, or an assumption will be made that the solution provider cannot accomplish the specification. The DA's Office seeks solutions that meet all specifications with no or minimal required modifications to the solution provider's standard application. However, the inability to meet a requirement will not automatically eliminate a solution provider from consideration.

FUNCTIONAL REQUIREMENTS

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1001	Make sections/information of records "read only" depending on authorization to prevent unauthorized edits, deletes, etc. (example – Victim Advocate's case notes,	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
	scanned letters from victims, Investigator reports).					
GN1002	System needs to have flexibility to change/adjust fields for input and/or track depending on new requirements.	X				
GN1003	Robust search function that would allow searching on various fields including phone number, address, Name, DOB, etc.	X				
GN1004	Ability to scan/save various documents and file types into the CMS and make content searchable when possible.	X				
GN1005	User customizable homepage and/or dashboard.	X				
GN1006	Have email and CMS notifications for new service requests sent to the appropriate division once the service request is made.	X				
GN1007	Ability to filter/sort assigned cases by case type/grant type/active/closed etc.	X				
GN1008	Ability to populate the forms, briefs, filings, motions and work requests	X				

GN1009	A button to generate various templates with pertinent/case specific information automatically filled in (i.e. Transport Orders Jury Instructions, Personal Service Sub Forms, Complaint Amendment, Witness Lists on pleading paper, Exhibit List, CalCrim Forms, Verdict Forms).	X				
GN1010	Approval mechanism built into the system for transportation requests, travel requests, witness fees, etc.	X				
GN1011	Document sharing/sending within Department.	X				
GN1012	Document sharing/sending to outside entities/partner agencies.	X				
GN1013	Ability to track and manage statistics.	X				
GN1014	Ability to easily create, and modify statistical and activity reports for grant and other reporting needs - could be used to track billable hours as well.	X				
GN1015	Supports the use of multiple pointing devices, hot keys, key combinations, buttons, and hyperlinks.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1016	Ability to track caseloads – assigned/pending/opened/stage of case, etc. – in a manner that provides a picture of that particular user's productivity.	X				
GN1017	Customizable workflows.	X				
GN1018	Work order tracking.	X				
GN1019	Function for Supervisors to assign cases – ability to sort by crime type/Office location/DDA assigned.	X				
GN1020	Tag metadata for searching via topics.	X				
GN1021	Ability to scan/add/publish documents and files directly into a specific case.	X				
GN1022	Event Reminders within the CMS and pushed to Outlook calendars.	X				

GN1023	The solution supports the sending of emails using Simple Mail Transfer Protocol (SMTP) especially Microsoft Exchange integration.	X				
GN1024	Special Security Controls - Confidential Flags – limiting access to case and/or documents to specific users (because of Contracts, Confidential Informants, Confidential Notes, Attorney Wall, etc.).	X				
GN1025	A calendar function for groups and individual users that also integrates with Exchange 2013 or higher.	X				Events are pushed to Exchange recipient using their assignment as event involved persons.
GN1026	Remote access to information from mobile devices.	X				
GN1027	Ability to package different types of files in a format that can easily be sent as an e-mail attachment.	X				
GN1028	Mobile Device recognition/screen scaling.	X				Mobile device screens are natively touch enabled. Development of system using Responsive Screen design is in progress and will be included at no additional cost when released.
GN1029	Ability to create pre-filing tasks or record work, even on cases that have not been filed, or for grand jury type of assignments independent of potential filing.	X				
GN1030	Dashboard Checklist that re-directs to the specific area of the system that will accomplish that checklist task.	X				

| GN1031 | Ability to subscribe to notifications specific to a case or person. | X | | | | |
| GN1032 | Previously entered Case or record information re-populates forms; e.g. if case number entered, defendant's name, | X | | | | |

Req No.	Description	Current	Future	Custom	N/A	Comments
	investigator's name and charge populates automatically and are editable.					
GN1033	Being able to track all changes made on a case, service request, etc., automatically date/time stamping all changes including the user name of who made the change.	X				
GN1034	Import photos, video, diagrams, voice recordings, etc. into the database.	X				
GN1035	Eliminate duplicate entries, by warning the user of existing information.	X				
GN1035b	Eliminate duplicate entries by auto populating fields that have already been entered.	X				
GN1036	A case, service request or record automatically shows if there are any attached documents such as investigator reports, narratives, etc.	X				
GN1037	Be able to copy text or entries from a page.	X				
GN1038	One button printing.	X				All screens can be printed and print buttons are available in document views.
GN1039	The solution supports interfaces to federal, state, and local applications. It supports real-time data transfer, as well as batch mechanisms for data transfer, including file transfer protocol (FTP).	X				
GN1040	Be able to know what assignments are finished/completed during any given month.	X				

GN1041	Events and documents are not deleted if an officer, witness, or DA employee status changes; e.g. retires, leaves office, changes positions, etc.	X				
GN1042	Notification of pending work order requests. If there is a RUSH request, a way to mark requests as "urgent".	X				
GN1043	Ability to highlight a field and change it without using backspaces.	X				
GN1044	The CMS and supporting hardware is available for use 24 hours per day, 7 days per week.	X				
GN1045	Ability to distinguish type of phone number, i.e, Home, Cell, Work, Contact, Fax, etc.	X				
GN1046	No one can alter or delete event entries unless authorized and if so this action is logged.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1047	Ability to link family members, or other pertinent groupings or relationships.	X				
GN1048	Ability to track multiple/previous addresses, phone numbers, etc.	X				
GN1049	The solution allows authorized users, groups, or roles to make corrections when a data entry error occurs.	X				
GN1050	The solution supports the output of reports in a variety of formats, including MS Word, Excel, or Access; XML; and PDF.	X				
GN1051	The solution provides the ability to compile and retrieve robust statistical reports.	X				
GN1052	The solution provides complex query functionality by which queries can be combined and nested.	X				Jasper Reports and Crystal Reports can be used as the report writing tool and include nested reports

GN1053	The solution provides query and ad hoc reporting capabilities for every element within the database.	X				
GN1054	The solution provides the ability to produce summary reports of the user roster and access rights.	X				
GN1055	The solution allows individuals and/or groups to request and receive specific information as it becomes available or as events occur.	X				
GN1056	The solution provides automatic distribution of information to individuals, roles, or defined groups based on established rule sets.	X				
GN1057	The solution provides the ability to display, update, and manage static information, such as manuals, study guides, codified laws, Web site links, and contact information.	X				
GN1058	The solution has the ability to provide summary data capabilities to specifically authorized users in order to extract information from defined query sets for external analysis. It is expected that this capability will initially involve gathering and presenting such information in predefined reports but will increase to include an access capability for various analysis needs.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1059	The solution supports the ability for authorized users to mine data from log, transaction, and activity files.	X				
GN1060	Create Record# for cases that are not yet a criminal case (still investigating, Victim Services, Civil, etc.)	X				
GN1061	Robust ability to create templates and forms.	X				

GN1062	Automatic display/notification that subject (defendant, witness, victim, etc.) has or is a part of multiple cases current or closed.	X				
GN1063	Support for OneNote files for collaboration including remote syncing.		X			The scope of integration will need further definition. One Note files can be stored in the filing cabinet
GN1064	Provide E-R Diagrams for each business function and report.	X				We do not provide Entity Relationship (database diagrams) for configured processes but there is a data dictionary and workflow narrative that can be generated by administrators.
GN1065	Solution provides ability to create reports and templates.	X				
GN1066	Ability to enforce a records retention policy.	X				Using business rules and triggers based on your specific records retention policies and data elements, reports, automated alerts, and database actions can be configured to address records

Req No.	Description					Comments
						retention business needs.
GN1067	Ability to facilitate records retention by generating reports\alerts\database actions - based on charge codes, statute of limitations, and or departmental records retention schedules.	X				
GN1501	Barcode system compatibility for digital and physical evidence scanning (e.g. EvidenceOnQ or others).	X				We can generate barcodes for evidence number tracking and can connect a barcode reader which will fill in an open field.
BI1001	Ability to search for information other than name or court number. For example: vehicle, gangs, monikers, etc.	X				
BI1002	Ability to search all cases by a specific task, i.e. search all search warrants an investigator has served, or search for all activity by user name.	X				
BI1003	Ability to search based on activity; e.g. run a search for a specific activity like Fingerprinting.	X				
BI1004	Ability to tag a person as being dangerous, a threat, 3rd strike, etc.	X				
BI1005	Ability to send email with basic case information without having to retype it.	X				
BI1006	Attorneys can see the events that the investigators are inputting, but make them read only.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
BI1007	Ability to track requests including who it is assigned to, date, and time.	X				
BI1501	A link on case info that shows all evidence that has been booked into our office. Link with property/evidence.	X				Links to law enforcement property and

						evidence is done via an interface.
BI1502	Connect the software with CLETS by highlighting a Driver's License number and pulling up the DMV records.	X				Links to DMV and the ability to retrieve information is done via an interface.
CL1001	Prompts when changes are made to default entries.	X				A form validation rule would be used when a form is saved
CL1002	See all related /associated cases by suspect name.	X				
CL1003	Consolidated areas to see all generate documents, notes, etc. on a case.	X				
CL1004	Broaden search parameters to include all potential spellings (i.e. Gonzalez, Gonzales) using 'Wildcard' and 'fuzzy logic' searches.	X				
CL1005	Ability to send specific documents to a default printer type.	X				
CL1006	Tickler to indicate when a case or person is no longer on Probation or any other type of program or status.	X				
CL1007	Customizable screens.	X				
CL1008	Identify and locate all of a defendant's cases from his name.	X				
CL1009	Consistent shortcut keys to navigate the system.	X				
CL1501	California Department of Correction (CDC) search field.	X				Connections to external systems can be made using a hyperlink to a site or an interface.
CL1502	Folder Tracking Function – track when sending files to other office locations.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
CL1503	General public viewing information screen (a screen or tab that shows just the information approved for public consumption)	X				
DA1001	Drop down boxes for charges, priors, defendants, etc.	X				
DA1002	A discovery page that has all the pertinent information filled out (i.e. case number agency information, etc.) and check boxes for commonly requested items (i.e. photos, interview tapes, etc.)	X				
DA1003	Ability to enter status updates of discovery or other requests.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
DA1004	Notification of when discovery tasks are completed	X				
DA1005	A screen which has a witness list with check boxes indicating whether to mail personal service witnesses and dates and automatically generating by pulling pertinent information from the system.	X				
DA1006	Link defendants with multiple cases.	X				
DA1007	Brady icon or designation allowing for a search of law enforcement personnel either by last name or badge number. Or have the name of a law enforcement witness change color allowing the DDA to automatically know there is Brady and the issue needs to be addressed.	X				
DA1008	When there is particular information needed for the charges [i.e. name of victim; location of burglary, date for multiple different crimes etc.] a box appears requesting that information.	X				
DA1009	Ability to visually flag a person (i.e. Brady, Marsy's Law, Sideways, Defendant with multiple active cases, etc.)	X				

DA1010	Ability to restrict access to specific contact information based on case or role.	X				
DA1011	Reminder to verify/flag status at specific intervals.	X				
DA1012	Work order status triggered by case status changes (i.e. case closed, work orders cancelled, Rap Sheets at filing/1381/etc., 969b at Information)	X				
DA1013	Cancelation of work orders and Call Offs when case changes to closed or sentencing.	X				
DA1014	Case status changes triggers DOJ scientific testing cancellations (Drug, DNA, GSR, etc.).	X				
DA1015	Attorney Dashboard contains work request status.	X				
DA1016	Automatic Defendant Priors tracking.	X				Prior cases of a defendant stored in the system are automatically tracked under the name record. Out of jurisdiction priors can be added as a prior case type and tracked under the name record.
DA1017	Attachments searchable via full document or file including Case Alerts.	X				
DA1018	Search all attorney work product in document text.	X				
DA1019	Victim Availability flags.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
DA1020	Automated 'Offer Alerts' to Managers/Attorney of Offers, Staffings, and signatures.	X				

DA1021	Case Timeline feature that allows for at a glance view of activity done on a case Including investigations view.	X					There are different ways to configure this functionality using documents, ROA messages, or a view.
DA1022	Defined work requests such as RAP sheet request automatically generated for all wits / defendants.	X					
DA1023	Officer contact information maintained, including those who are retired.	X					
DA1024	Link to Exposure reference guides or other reference guides like CrimeTime.	X					We can create an icon that opens a new browser window to connect to other systems
DA1025	Centralized area for recording information about experts that have testified on cases, including transcript copies. Collect transcript bank of experts; an 'Expert Bank'.	X					
DA1026	Keyword and tag word search for cases in the database for later research. Data clearinghouse searches for topics for later cases.	X					
DA1027	Implement best practice alerts. e.g. attorney and advocate gets a pop up message that this case hasn't had victim contact in 6 weeks, RAP sheet older 12 months, etc.	X					
DA1027	Updateable sentencing table.	X					
DA1501	Ability to track out-of-county subject related info; i.e. Brady info	X					
DA1502	Able to share info with other laws enforcement offices.	X					
DA1503	Sentencing Calculator calculates all possibilities and ranges.	X					Sentence ranges and special instructions can

					be displayed per charge.
DA1504	Automated Sentencing Calculator.	X			See DA 1503
DA1505	Link to LEO vacation logs, training dates, Attorney vacation, etc.	X			
DA1506	Victim, Witness, Attorney calendar availability built into court date selection tool.	X			Time off and other currently-scheduled event conflicts for an event involved person are displayed when time slots are utilized.
DA1507	Electronic faxing to and from CMS.	X			This is an interface with a fax service and would be addressed as part of interface development
DA1508	Native configurable Bates Stamping with digital evidence scanning process.	X			
DA1509	Witness access in to see if their case is going to prelim.	X			

Req No.	Description	Current	Future	Custom	N/A	Comments
DA1510	Web based call off interface.	X				
DA1511	Secure ID sent with subpoena for logging into website for info.	X				ePublic portal includes a registration process to allow a case involved person online access to selected case information
DA1512	Case status changes triggers Removal of discovery packages from e-Discovery clearinghouse upon closed case.	X				

DA1513	Automated receipts, logs and tracking of eDiscovery.	X				
DA1514	Sentencing exposure calculated based on total charged crimes.	X				See DA 1503
VS1001	Ability to keep information related to Family Justice Center services separate/confidential.	X				
VS1002	Ability to email saved documents from the case management system (example: email restitution documentation and statement of loss to Probation Dept.)	X				
VS1003	From assigned cases – date of next hearing and type of next hearing automatically populates to the advocate's calendar.	X				
VS1004	Ability to receive a "task" assignment within the case management system.	X				
VS1005	Ability to document the amount of time that was spent on a specific task/service.	X				
VS1006	Notification generated when a specified status changes (e.g. WARRANT case becomes active again).	X				
VS1007	Generate reports related to each advocate's caseload and the status of cases – assigned/attempted contact/open/closed; ARR/FSC/Prelim/TRC/JT etc.	X				
VS1008	Notification to advocate of subpoenas issued and whether they were personal service or mailed.	X				
VS1009	Ability to identify who 'personal service subpoena requests' are assigned to in the Bureau.	X				
VS1010	Ability to verify whether 'personal service subpoenas' are served or pending.	X				
VS1011	Any updates made to victim or witness contact information automatically updates the information accessed by other divisions (example – IT's serving subs have access to same address/phone info).	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
VS1012	Data entry/Statistical record keeping – mandated services list are drop down and editable (i.e. in addition to mandated and optional services per PC 13835.4 and 13835.5 include entries for presentations/community education and outreach, VRW preparation/participation, eliminate codes that are not used).	X				
VS1013	Crime type codes used by Victim Services match criminal codes.	X				
VS1014	Ability to open/work/track cases that are not attached to a criminal case yet.	X				
VS1015	Ability to track Direct Victim Restitution & VCGCB Restitution.	X				
VS1016	Ability to track amounts and to which victim/victims the DDA should order restitution for.	X				
VS1017	Ability to create/identify relationships between victims/witnesses linked to a specific case (and relationship history).	X				
VS1018	When a victim/witness case is opened, any additional victims/witnesses attached to the criminal case are automatically linked and there is a mechanism to notify the advocate there are additional people to contact.	X				
VS1019	A function to flag a victim (e.g. potential speakers/recipients for Victim Services/DA Office events, DV Awareness month, Victim Rights Week, Giving Tree, etc.).	X				
VS1020	Ability to generate and evaluate stats related to victim services provided even when not attached to a criminal case.	X				
VS1021	Ability to generate reports for partner agencies at defined stages of a case that will be sent automatically when requisite data is recorded into the CMS.	X				

Req No.	Description					
DAIC100	Case Event Entries	X				
DAIC101	Case Notes Window	X				
DAIC102	Investigation Report Template	X				
DAIC103	Makes a Good Cause Document available	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
DAIC104	Assignment Retrieval Functionality	X				
DAIF105	User Friendly and intuitive navigation within the system	X				
DAIF106	Services Provided and Event Entry Consolidated to the same screen	X				
DAIF107	Robust Note Entry Function with Word Capabilities	X				
DAIF108	Assign more than one user to requested tasks	X				
DAIF109	Ability to archive Whole Folders - not just single items	X				
DAIF110	Drag & Drop items into the Discovery Archive	X				
DAIF111	One shared Discovery archive for ALL divisions	X				
DAIF112	File Sharing Mechanism (Like Box.Com)	X				Files can be uploaded to the public portal for retrieval by authorized portal users.
DAIF113	No separate modules, i.e. Criminal, Juvenile, VW, etc.	X				
DAIF114	E-Books Integration (index with hyperlinks to evidence)			X		The API can be used to interface

Req No.	Description	Current	Future	Custom	N/A	Comments
						with other systems.
DAIF115	Spell Check for Note and Comment Fields	X				
DAIF116	Automatic Email Alert for Investigative Assignments	X				
DAIF117	Loading Video to Archive or Link to Video Bank	X				
DAIF118	Click on Court # hyperlink to access Court case Information			X		Court information can populate data fields using an interface and a link to court access websites embedded in a navigation menu.
DAIF119	Automatic interface to import Court Events			X		See DAIF118
DAVC200	Case Note Function	X				
DAVC200	Access to Court Dispositions	X				See DAIF118
DAVC200	Adhoc Reports	X				
DAVC200	Workload Reports	X				
DAVC200	Event Notifications	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
DAVC200	Marsy's Law Functionality	X				
DAVC200	Last/ Top 20 Case List Drop Down	X				
DAVC200	Assignment Retrieval	X				

DAVC200	Service Tracking	X				
DAVC200	Restitution Collection Tracking	X				
DAVC200	Cross Talking Modules	X				All functions are contained in a single solution.
DAVF200	No separate modules, i.e. Criminal, Juvenile, VW, etc.	X				
DAVF200	Automate Assignment Notification	X				
DAVF200	Advocate Assignment Queue matches updated Criminal Case Information (once charged)	X				
DAVF200	Public portal to provide general information	X				
DAVF200	Assignment retrieval - search by case status	X				
DAVF200	Ability to assign multiple service requests at once	X				
DAVF200	Search and find by character (OCR)	X				
DAVF200	Automatic alert when case status changes	X				
DAVF200	Restitution/Financial Module - track V/W fees/costs	X				
DAVF200	Case Calendar Integration, i.e., Outlook	X				
DAVF200	Check Box Format for Services provided	X				
DAVF200	Easier/automated access to Jail Management System and Information	X				
DAVF200	Ability to send to browser case information printout in VW	X				
DADC300	Templates - Document Generation Function	X				
DADC300	Bate Stamping Function	X				

Req No.	Description	Current	Future	Custom	N/A	Comments

DADC300	Evidence Document Request	X				
DADC300	DA Report and Case History	X				
DADC300	Service Assignment - Investigations, VW	X				
DADC300	Ability to Flag Cases for different reason	X				
DADC300	Discovery Archive	X				
DADC300	Team Security	X				
DADF300	Service Assignments - Multiple Requests	X				
DADF300	Service Assignment to Secretary staff	X				
DADF300	Module Integration - One Archive	X				
DADF300	Hyperlink Jail Management System to access OR/BR Mugshots, etc.	X				
DADF300	Automated Case Timeframe Tracking such as 1368 cases	X				
DADF300	Multiple colors to differentiate people as to what type of case, i.e., Gangs, Sex Offenders, Brady Issues	X				
DADF300	Automate the Evidence Request Process - Property	X				
DADF300	Electronically signed Certified Copies of court documents (used over and over)	X				
DADF300	Search capability by characters (OCR)	X				
DADF300	Discovery Module Search Feature (recent upgrade)	X				
DADF300	More robust bate stamping function	X				
DADF300	Use of bar coding to identify evidence needed (EDR)	X				We can generate barcodes for evidence number tracking and can

					connect a barcode reader which will fill in an open field
DADF300	Motion Databank - Digital Signatures	X			
DADF300	Intuitive Navigation	X			

Req No.	Description	Current	Future	Custom	N/A	Comments
DADF300	Case Calendar Integration, i.e., Outlook	X				
DADF300	IPAD/Phone Integration for courtrooms	X				
DADF300	Full Page view of witness information	X				
DADF300	Integrate One Note or similar software products	X				One note files can be stored in the filing cabinet.
DALC400	Read only access to other departments	X				
DALC400	Quick Launch Access to Favorites	X				
DALC400	Adhoc/Standard Reports	X				
DALC400	Discovery Tracking	X				
DALC400	Flagging cases	X				
DALC400	Templates for Document Generation	X				
DALC400	Multi Charging – combining two police reports into one Filed complaint	X				
DALC400	Hyperlink based navigation	X				
DALC400	Hyperlink based navigation with hover over for preview of data	X				
DALC400	Recent last/ Top 20 Case accessed list	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
DALC400	Bate Stamping - continuing/maintaining numbering and naming convention	X				
DALC400	Copy case events with ability to Clear Comments/People/detail	X				
DALC400	Separation of witnesses - Civilian vs Non Civilian	X				
DALF400	No Modules per division, staff see data across all units	X				
DALF400	One Discovery Archive for all units	X				
DALF400	Interface with MDP Program			X		Interfaces can be created for justice partners.
DALF400	UCC codes match Court Codes	X				
Req No.	**Description**	**Current**	**Future**	**Custom**	**N/A**	**Comments**
DALF400	E-Discovery (Paypal) - for Discovery and any other financial collections	X				Various payment options are available.
DALF400	Retain previous document text for future document generation	X				
DALF400	Purging Function - Automatic calculation of when it's time to purge	X				
DALF400	Video Storage or hyperlink to video repository	X				
DALF400	File Location tracking mechanism	X				
DALF400	Flagging persons with different color flags for different purposes	X				
DALF400	Interface with Juvenile Court			X		Interfaces can be created for justice partners.
DALF400	Digital Certified Copies	X				
DALF400	I-Subpoena or similar automated Subpoena tracking system			X		Interfaces can be created for justice partners.
DALF400	Simplified Batch Processing of documents (Subpoenas)	X				

DALF400	All Cases for a suspect/defendant viewable in one location	X				
DALF400	Lexis-Nexis integrated with system			X		Interfaces can be created for justice partners. Link to open Lexis-Nexis from within system is provided.
DALF400	Case Crime Types pre-calculated to/by charge codes	X				
DALF400	Work flows included in application	X				
DALF400	Ability to update multiple case dispositions at once	X				
DALF400	Centralization of documents	X				
DALF400	Ability to organize Discovery archive case items more logically to case flow	X				
DALF400	Hide Fields that aren't used - or eliminate them	X				
DALF400	Automatic Email Event notification based on type of events	X				

TECHNICAL REQUIREMENTS

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1001	Solution based on virtualize-able architecture or cloud hosted.	X				
IT1002	The solution has a Web-based client interface.	X				Web based, no client interface
IT1003	Utilizes SQL- or Oracle-Based Robust Database	X				
IT1004	N-tier architecture solutions based on MS .NET or Java 2 Platform, Enterprise Edition (J2EE).	X				
IT1005	Windows based Server 2012 r2 or higher or Cloud based	X				
IT1006	The client interface runs on MS Windows 7 or newer	X				Web based, no client interface

IT1007	An import/export mechanism for database updates, reporting, and data sharing	X				
IT1008	The client interface operates on browser enabled platforms, including desktop PCs, mobile computers, smartphones, and tablets.	X				Web based, no client interface. Operates on all platforms.
IT1009	A Data Access Layer (DAL) for simplified database usage	X				
IT1010	The client is optimized for MS Internet Explorer 10 and above.	X				IE10 is supported
IT1011	Certification that system it meets or exceeds HIPPA, CJIS or other security standards	X				
IT1012	The solution utilizes 'best-of-breed' Web format design.	X				
IT1013	Two-tiers: Web, mobile, and desktop	X				
IT1014	The CMS application utilizes a GUI that is intuitive and customizable for the end user.	X				
IT1015	Two-factor authentication and/or security certificate for mobile access.	X				
IT1016	When the server recovers from a sudden stop, the CMS application recovers itself without manual intervention.	X				The web service can be set to start automatically and the application will recover itself
IT1017	Robust audit trail and logging including client specific tracking of update processes.	X				
IT1018	The solution provides system event logging.	X				
IT1019	The solution provides the ability to log all user transactions for audit purposes.	X				
IT1020	Active Directory integration for authentication.	X				
IT1021	The solution writes error messages to the application log file.	X				
IT1022	Document and data file reference capability for external and scanned documents.	X				
IT1023	The CMS error messages are in plain English and meaningful.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1024	The solution provides access to all functions through a logical set of menus or tabs.	X				
IT1025	The solution provides drop-down (admin) editable menus for valid values for fields.	X				
IT1026	The solution allows for updates via data exchanges with partner systems.	X				
IT1027	The CMS integration with office productivity products supports the MS Office 2010 suite and newer versions.	X				
IT1028	The solution provides the capability to interface with a content/document management system that is separate from case processing (e.g., if the CMS solution excludes content/document management capabilities but integrates with SharePoint).	X				
IT1029	The solution provides the capability to use the same content/document management system for imaging.	X				
IT1030	The CMS database interfaces are accessible through Open Database Connectivity (ODBC), Java Database Connectivity, and/or ActiveX Data Objects (ADO) .NET.	X				
IT1031	The solution provides controls to ensure the referential integrity between related data elements in a multiuser environment, (e.g., cascading delete and ensuring that multiple users cannot make changes to the same file at the same time).	X				The system uses optimistic record locking to prevent multiple users from concurrently updating the same record. If another user attempts to update a record locked by another user a warning is returned to the user.

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1032	The solution provides a method for converting the existing data from the current CMS as well as ancillary systems for units within the DA's Office (e.g., Insurance Fraud, Victim Center).	X				We will use custom scripts to convert data to eProsecutor and have experience in converting data from Damion.
IT1033	The solution provides a method for consolidating related databases, including tools for cleansing converted data.	X				We will use custom scripts to consolidate related databases. Data cleansing must be defined and priced separately from the data conversion after examination of the source data. It is not included in the conversion price in this response.
IT1034	The solution provides master index capabilities, employing a database-indexing infrastructure that will optimize information searches while maintaining peak system performance.	X				
IT1035	The solution does not contain usernames or passwords in the database.	X				Passwords are encrypted and stored in the database.
IT1036	Any interfaces between the CMS and other systems uses standard messaging protocols	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
	and be sufficiently documented so the interfaces can be used by future applications.					

IT1037	The solution provides the ability to move information in a structured XML format based on the National Information Exchange Model (NIEM) and other exchange models	X				
IT1038	The solution is adaptive and uses extensible architecture for future expansion and scalability without the need for major architectural modifications.	X				
IT1039	The solution utilizes a system architecture that is open, nonproprietary, and portable.	X				eCourt is an n-tier, web-based application developed on Java 2 Enterprise Edition (J2EE) platform.
IT1040	The solution complies with IP networking standards and provide network services to any TCP/IP-based client or requesting service.	X				
IT1041	The operational production availability of the proposed solution is at least 99.5 percent.	X				
IT1042	The solution configuration design provides internal redundancy.	X				
IT1043	The solution configuration design is capable of providing geographic redundancy.	X				
IT1044	The solution's storage systems includes sufficient redundancy to ensure the continued availability of data after the failure of any single component or interface in the system.	X				
IT1045	The solution provides robust system backup/archiving tools and strategies.	X				
IT1046	The solution has the capability to execute scheduled, unattended online system backups.	X				
IT1047	The solution has the ability to restore from system backups.	X				
IT1048	The solution is scalable to handle additional users, increased processing requirements, and increased data or index requirements.	X				

IT1049	The solution provider is able to remotely access the application for support purposes when authorized by the DA's Office.	X				
IT1050	The solution is sized to accommodate future growth for the next five years.	X				
IT1051	The solution supports Secure Sockets Layer (SSL) protocol, at a minimum, and password protection.	X				

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1052	The solution provides the ability to accept authorized user information from certified partner Lightweight Directory Access Protocol (LDAP) repositories.	X				
IT1053	The solution enforces password complexity, in accordance with the DA's Office and Santa Barbara County Security Policy.	X				eProsecutor can enforce various types of password complexity
IT1054	The solution includes password controls that prevent multiple users from creating the same username/password.	X				The system requires a unique username and password combination. Passwords can be re-used with different user names.
IT1055	The solution provides the ability for an authorized administrator to add, modify, and delete personnel and group or role authorizations.	X				
IT1056	The solution provides the ability to control access at the data element level.	X				
IT1057	The solution ensures that certain records cannot be modified without supervisor or administrator notification.	X				

IT1058	The solution requires client-side digital certificates for all Web interfaces with administrative access, which will be issued by a certificate authority.	X					The system can require the use of SSL certificates.
IT1059	The solution audits all activities via an audit service, including access, management, and security changes, and is based on an individual service definition level.	X					In addition to tracking data changes there is also a security access log
IT1060	The solution provides for software upgrades and maintenance that do not result in extended downtime in the CMS application.	X					
IT1061	The solution has robust outage and disaster recovery capabilities, including the ability to recover in-process data.	X					The system utilizes transaction-based processing for system updates. Failed transactions are rolled back to the status prior to the attempted transaction. In-process (posting) data would not be recovered in the event of a system outage because the system uses browser clients which do not store any of the in-process data.
IT1062	The solution provides remote system administration and user management capabilities.	X					

IT1063	The solution minimizes any requirement to permanently store information locally (e.g., not utilizing the Web browser cache).	X				
IT1064	The solution's reporting model supports MS SQL Server reporting services or Oracle equiv.	X				SQL queries can be run against the database but the use of SSRS within the system is not supported. eProsecutor natively supports the use of Crystal and Jasper reports to run inside the application.
IT1065	The solution provides the ability to collect and provide statistical information about the performance, capacity, and accuracy of the data	X				This information is available directly through SQL tools
Req No.	**Description**	**Future**	**Custom**	**N/A**	**Comments**	
	itself and the management operations of the CMS.					
IT1066	Test and Development systems are environments similar to production.	X				
IT1066	Proven methodology for failing over to replica backup server should primary server fail and fail back once primary server is restored	X				

Assumption

Assumptions, if any, made by bidder in order to fulfill scope of service and requirements.

> **BIDDER'S RESPONSE:**
>
> eProsecutor is a configurable system, but also contains a large number of workflows, screen designs, business rules, searches and reports when it is installed. Requirements are met by the configurability of the system to accomplish each business need.
>
> Any data exchange partner must allow API calls to their data.

Tab F	**References**

References

All bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include Santa Barbara County Elected Officials, Department Directors, or the Office of the District Attorney Santa Barbara staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Please verify that all reference information is correct.

Reference 1	
Company name:	Nassau County District Attorney, New York
Address:	262 Old Country Rd, Mineola, NY 11501
Contact person:	Gordon Trabold, IT Director
Email address:	gordon.trabold@nassauda.org
Telephone address:	(516) 571-3800
Project name:	eProsecutor legacy system
Dates worked performed:	2013-2014
Summary of scope of services:	Nassau County District Attorney uses a legacy version of our product. The office includes 375 users across 18 bureaus including District Court, County Court, Felony Screening, Grand Jury, Vehicular Crimes, Special Victims, Major Offense, and Early Case Assessment.

Reference 2	
Company name:	Office of the Solano County District Attorney
Address:	675 Texas Street, Suite 4500, Fairfield, CA 94533
Contact person:	Alexis A. Eastwood
Email address:	aaeastwood@solanocounty.com
Telephone address:	707-784-7588
Project name:	eProsecutor legacy system

Dates worked performed:	September 2014 thru 2015
Summary of scope of services:	Solano County has 125 users of our legacy product, utilizing the Public Portal and API for interfaces.

Reference 3	
Company name:	Office of the Mendocino County District Attorney, Public Defender and Probation
Address:	P.O. Box 1000, Ukiah, CA 95482
Contact person:	David Eyster
Email address:	eysterd@co.mendocino.ca.us
Telephone address:	(707) 463-4195
Project name:	eProsecutor legacy system
Dates worked performed:	2010-2013
Summary of scope of services:	Mendocino County DA has 134 users of our legacy system including use of the API to interface with their police department New World records management system. Mendocino County also uses the API for an interface to their court's case management system, the Sheriff's office to the DA, and exchanges of information with the other county agency databases that use our system.

1. Provide a list detailing contracts that your company has been awarded during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: See Tab E – Proven System for a list clients.

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: Rutherford County, TN and Journal Technologies mutually decided to end their efforts to install a new case management software system in the Rutherford County Courts. Despite the good faith efforts of the parties, both parties recognized that the project did not work out as either had intended. A judge in the Santa Barbara Superior Court, CA wanted a different solution. The State Bar of California kept changing requirements, and after more than three years of work, they came up with more than 750 additional changes. And all of management changed at the Bar.

Tab G   Bidder Attachment

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as the example shows below:

Below is an example:

Tab D   Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER'S RESPONSE:
Journal Technologies, Inc. is a wholly-owned subsidiary of Daily Journal Corporation

2. Proof of non-profit status, if applicable

BIDDER'S RESPONSE:

Please provide one copy of Tabs H and Tab I in a clearly marked, sealed envelope. These items should be in the original binder only and not in the copies.

Attachment 1 – eProsecutor Configurable Features

In the following overview the processes described apply to civil and criminal matters, since the base configuration of eProsecutor is designed to handle both types of legal practice. The configurability of eProsecutor allows the user interface to reflect the practice methods and terminology unique to the office.

Overview of Selected Processes

- **Intake workflow**: electronic and manual receipt of a case or assistance request from an office, agency, or individual. New matters are assigned to a reviewer for initial review and subsequent assignment to an attorney, investigator, or paralegal, with a time standard for review and assignment.
- **Case assessment workflow:** review and matter classification by a reviewing attorney, charge selection by a filing attorney, and charge document generation.
    - **Case assignment-manual:** workflow for case assignment. A new case or matter has been received and an initial review performed. All new matters are manually assigned or reassigned to an attorney, with receipt and acknowledgement by the assigned party.
- **Case assignment-automated:** workflow for automatic case assignment based on team or specialty team. Charge is filed or matter is received, workflow assigns case to a team leader based on a date schedule (e.g., team A takes all cases filed on Mondays or during a duty week, or filed in a specific courtroom) or specialty team leader based on the type of charge or matter received, (contract review, filed lawsuit, FOIA request, crime category, advisory opinion request, etc.), then manual assignment of case to a team member.
    - Ability to automatically assign cases based on the number of existing cases of a team member, and/or an automatic evaluation of the weight of the cases currently assigned to each team member based on a weight assigned to the case, and automatic assignment of a new case to the person with the lowest case weight.
- **Hearing-specific proof outline:** the ability to link a case research item (element of the allegation, issue, or complaint) to a specific hearing type, and create a proof/fact outline supporting the position on that issue, which could be exported to a document or viewed on an in-court screen from which the attorney could conduct the hearing.
- **Co-Defendant or Joined defendant and plaintiff tracking** if co-defendants or plaintiffs are present in a single case filing.
- **Searches for common statistical needs**
    - Specific charge or grouping of related matters (all traffic charges, lawsuit types, requests for advisory opinions, FOIA requests, with final disposition of the matter, judgment or findings, or sentence imposed.
    - Current cases assigned to each staff member.
    - Cases assigned to attorney and age of case from the date of the beginning of the action.
    - Cases assigned to an attorney with future events listed, speedy trial expiration date shown, due date, and by days to expiration of a time standard or speedy trial period.
    - All cases closed in a specified time period, grouped by attorney, including matter type, charge severity, showing disposition type (plea, finding, judgment, or

recommendation) for each charge or matter, with the ability to sort by each type of resolution.
- o Cases opened and closed in a specific time period.
- o Upcoming hearings and trials grouped by attorney and ordered by date of closest event to date of report.
- **Discovery**
  - o methodology to receive case-related documents, e-mails, files, or police reports, scan and assign to a case, notify a discovery clerk or investigator of the information received, and in person, e-mail, or public portal disclosure of electronic or physical discovery files to a defendant or their attorne.
  - o method of tracking disclosure of all items, with dates of disclosure, so undiscovered/undisclosed items can be easily identified.
- **Subpoena generation process:** workflow to generate physical subpoenas and victim/interested party notification letters for specific event dates for a specific case, and as a "batched" job of subpoenas for multiple cases.
- **Investigations:** workflow to assign tasks/investigation items as free-form items and checklist items to a supervisor and then an investigator or paralegal, with corresponding screens and searches to track progress towards completion and due dates.
- **Subpoena Service:** workflow to assign personal service of a subpoena to an investigator, track all service notes, and relate certificate of service to the subpoena served.
- **Motions filed and legal analysis of issues:** ability to associate keywords or some type of topical organization to documents created by prosecutors so that the research can be located at a later date when similar issues arise. Commonly referred to as a "brief bank".
- **Time standards:** workflows with speedy trial calculation including excluded time periods, reset trial periods, and the ability to track progress toward and notify persons about upcoming due dates and missed time standards.

eProsecutor Features

Configurability and flexibility

eProsecutor is configurable; this is why we can provide a unique solution for governmental agencies. Using our core eProsecutor configuration, we will modify it to accommodate your unique business needs.

- *Configurable Navigation* – eProsecutor's Site Navigation Manager allows you to adjust general navigation of the system to perfectly fit the needs of the specific user role.
- *Configurable Screens* – Our Screen Builder utility enables you to not only control the data being displayed on case-management screens, but it also provides functionality to display the data in different views and styles (columnar vs. tree, grouping, different colors and icons, etc.) for different users.
- *Configurable Data Elements* – Our Metadata Tool enables administrators to precisely meet any new requirements by extending our baseline database tables. This includes creating new entities and fields, creating relations between different tables, and assign data types to the fields. With some additional configuration using the Screen Builder, a new form can be quickly created and modified in a fraction of the time that older systems would require for similar changes.

- *Configurable Business Rules* – These types of rules are used to represent behaviors of the type IF condition THEN action. For example, "IF pending charges still exist, THEN the case cannot be disposed". Through a web administrative interface, users with appropriate security can create and manage business rules in real-time without changing the underlying code.

eProsecutor's configurable structure supports a wide range of prosecutorial activities including:
- *Criminal and Civil Case types* are all managed with eProsecutor, as well as the other essential agencies of your office, including Victim/Witness, Administration, Grant Tracking, and Investigations.
- *Investigations* can be created either before or after a formal complaint or incident occurs. Investigators, documents, meetings, and people related to an investigation can be tracked. Investigation screens are completely configurable and use the full functionality of eProsecutor. Confidential sources can be displayed or hidden based on user security settings.
- *Evidence and Exhibits* can be added to cases at any time and a chain of custody can be established through tracking of dates, times, locations, and custodians in possession of the evidence. Images of evidence can be attached for use as proxies during hearings.
- *Property* seized as a result of arrests or investigations may be recorded, including serial numbers, descriptions, and estimated or assessed values. Disposition of forfeited property can be tracked through property sales records which can record both bids and final sale amounts.
- *Data Searches* are configurable and can be scheduled to run automatically and saved on a user-by-user basis. Searches can be configured with "drilldown" sub-views to provide an extensive amount of detail.
- *Digital and electronic signatures* and electronic stamping can be configured for all documents. Additionally, all documents are securely stored and a complete document history is available that logs all activity on the document such as viewing, printing, e-mail, etc.
- *Trial Management* is accomplished through a variety of features such as case checklists, calendars, workflow/task assignments with deadlines, proof outlines, and a highly configurable workflow engine to track and notify appropriate staff as a case proceeds to trial.
- *Victim/Witness* services, meetings, notes, service referrals, VAWA grant tracking, and notifications use the same workflow engine to manage all aspects of an advocate's work to provide the best victim services possible.
- *Administration/Supervisor* needs are met using management-specific workflow and work queues, reports, data entry validations, and our powerful ad-hoc data Search functionality that allows administrators to create and modify searches against virtually any data entry field. Security can be configured in a variety of ways to share or restrict different aspects of a case from other users.

Workflow
eProsecutor's workflow engine can accommodate automated workflows by nearly any data-driven parameters including case type, agency, case status or any event-driven activity. eProsecutor's built-in workflow configuration utility enables your administrators to control all aspects of workflow including (i) creating new workflows or modifying existing ones, (ii) identifying the

specific event or action that inserts work into the queue, (iii) determining how many items may be assigned, (iv) automating actions to take if work is not completed within the specified timeframe, etc. We will configure your workflows to accommodate the various processes of your units or divisions.

eProsecutor's workflow system contains a variety of functionalities.

- *Configurable Triggers* – Triggers initiate items in workflow queues based on either data-driven or event-driven actions such as the filing of a document, the entry of a judgment or disposition, the creation of a document, etc. Triggers are often configured to move items into "automated" queues, which can automatically update case records with virtually any kind of data.
- *Configurable Time Standards* – Time Standards work very much like triggers except that they are based on the age of items rather than "listening" for a particular action. For example, an item can be created in a workflow queue if a party fails to comply with an order of the court within a set number of days from the filing of a document. Similarly, the time standards give supervisors the flexibility to specify different actions, such as automatic escalation, based on the age of an item within a work queue. These actions include routing the item to another work queue, notifying the user that the item requires immediate attention, notifying the supervisor, or some combination of all of the above. Multiple time standards can be put into place so that, for example, the user gets a message when the item is five days old, the user and supervisor are both notified when the item is 10 days old, and the item is automatically routed to another queue (with notifications), as needed, when the item reaches 15 days old.
- *Ad-hoc Workflow Redirection* – Users with supervisor rights can redirect work from one staff member to another in the event of an absence, special assignment, or other circumstances that require a temporary reallocation of work.

Calendaring
The calendaring system provides a monthly, weekly and daily view, and can be searched by official, attorney, facility, case type, resource and date. The monthly view shows at a glance the number of events scheduled in the morning and afternoon, and the number of events that are reserved. The weekly and daily views show the events that are scheduled. The electronic case file can be opened by clicking on the event link. Events can be scheduled, reserved, and rescheduled; agency business and time off can be scheduled. eProsecutor's Outlook interface also posts events to an attorney's Outlook calendar.

Document Management
eProsecutor provides a document management system as well as scanning, indexing and storage of paper-based and electronic documents. All documents, regardless of file formats (scanned images and electronic files such as PDF, Word, Excel, PowerPoint, Visio, text, audio, video), are easily stored, managed, and retrieved from within eCourt for a single, centrally managed repository that has the necessary security and automation features to support the business.

There are no physical limits in the system regarding the maximum storage capability other than the capacity of the servers containing the documents. Records retention is configured using metadata stored on each file and business rules or searches to identify and process specified files.

Each file has a unique storage ID and document hash within the system, and business rules are used to assist in the identification of duplicated objects.

Case documents are generated from user-developed templates that are created with our Document template tool. The tool allows users with the appropriate security profile to create an unlimited number of templates using Word, and all data fields in the system are available to be inserted into templates without writing database queries. Complaints, Responses, Answers, Amended Charges, Briefs, Motions, and Petitions merge the document with data stored in the case or person record, and can be regenerated at any time. Documents can be indexed with unique identifiers, allowing motions and briefs to be located and retrieved using a document search. When a document is generated by eProsecutor, it is automatically associated to the case and saved to the repository. Additionally, when the user has to provide edits prior to saving the document and sending it, they can upload it to eCourt using the Microsoft Word ribbon tool bar and all revisions are saved.

Document generation is easily linked to automated workflows. Subpoenas, notices to officers and event notifications for witnesses and victims can be automatically generated as soon as a date is entered, or at a later date as part of a batch print triggered by a business rule.

Scanning is an integral part of the document management system. Documents can be scanned individually or as a batch, which allows you to quickly import documents with the additional ability to perform image enhancements. There are three ways information can be captured: Scan Now, Scan Later, and Bulk scanning. This combined offering provides scanning functionality at every level.

- Scan Now is a feature that is launched directly within the eProsecutor document interface. Users that are creating a document record can choose the Scan Now button to drive a scanner that is directly attached to their PC.
- Scan Later is a feature that is used when there is a need to quickly identify the documents with a cover page and perform the scanning later. The user selects Scan Later to automatically print a cover page that will tie the document to the specific case and document record in eProsecutor. This way you can centralize your scanning equipment and staff.
- Bulk Scanning is a feature that provides the ability to batch scan thousands of pages across multiple scanners. This allows you to quickly and efficiently scan large volumes of documents.

Our approach to capturing information falls under two philosophies - day forward or back file. All three features can be used for either strategy. However, you would typically see Bulk Scanning be used for the backlog of paper and the other two for capturing all of the paper moving forward. eProsecutor provides point and click access to all documents and their associated records. You can retrieve and enhance document images, view keywords associated with the document and change them if appropriate, add a note, highlight, stamp or signature. Users may also print documents, send them via internal or external email, save the document to the desktop or clipboard, and view the document's audit trail with a date and time stamp for each action performed on that document record, and by whom.

Electronic Discovery
Discovery is connected to the central filing cabinet of a case so that documents, files, and images physical evidence can be assembled into a discovery packet, Bates Stamped, disclosed as eDiscovery using the Public Portal, or copied to physical media for in-person delivery. Complete tracking of the contents of each discovery packet, delivery and receipt of the packet, and discoverable items not yet disclosed is a standard feature in eProsecutor. Using Workflow, a new discoverable item can be automatically assigned to the pending work queue of an attorney or investigator for review, classification as discoverable or privileged, redaction, and disclosure, if appropriate.

Dynamic Advanced Searching and Ad-Hoc Reporting
Along with a library of pre-defined searches, you can compose custom searches across all case elements in the database. The criteria for these inquiries can be based upon range of parameters you require such as case type, case number, unique person identifier, statute number or charge, docket code, calendar date, event type, or date, etc. Search results can be sorted by column and "drill down" into case information via hyperlinks. The search builder provides an easy to use user interface for constructing both the search criteria and search results. Building searches does not require database knowledge and can be done in real time. They can also be downloaded as Microsoft Excel, .pdf, .rtf, .xml and .csv format documents.

- *Saved Searches* – Often times, users run certain searches more frequently than others. eProsecutor provides "saved search" functionality in which an individual's search parameters can be saved for future use and are readily accessible from the left hand navigation panel under "*My Saved Searches*."
- *Reports* – eProsecutor provides full reporting capabilities, with possibilities to output the reports into pdf, xls, html, xml and many other formats. eProsecutor supports ad-hoc as well as batch processing of pre-designed reports. The reporting module is fully integrated with the eProsecutor workflow system, which allows automatic and batch processing of reports. It also uses the bundled document management system for storing reports on demand or when they are automatically processed in batch mode. The report module is based on a popular, open source, reporting framework called JasperReports (http://jasperforge.org). With this system, agencies use their tools of choice (such as the iReport free desktop application, http://jasperforge.org/projects/ireport) to design the reports. Then the report designs are uploaded into eProsecutor and configured, and thus become available for ad-hoc or batch processing. You can also use Crystal Reports.
- *Expression Builder* - The ability to perform configurable searching and reporting in eProsecutor is due to our Expression Builder utility which is the backbone of nearly all customized inquires to the database including Searches, Reporting (including statistics), Work Queues, Form Builder, etc. To shield users from the complexity of generating these queries, the Expression Builder allows users to "point-and-click" their way into creating whatever queries are necessary.

Public Facing Website
The Public Portal, which is fully integrated with eProsecutor and is installed in separate servers away from the production system, will facilitate efiling of documents by law firms, if desired, distribute and receive discovery, and allow communications with defense attorneys, victims, and

others. E-filing users must register in order to use the system. Just as eProsecutor is configurable, the Public Portal can be configured and customized to meet a variety of online access requirements.

Ability to Integrate with Other Systems
The ability to effectively exchange data between information systems is critical to the success of integrated justice information systems. eProsecutor's Data Exchange API is built on eProsecutor's configurable metadata layer; new fields and columns added to the system are immediately available to the applications that exchange data between systems. In this manner, eProsecutor system administrators that oversee these data exchanges can rapidly make changes to the information sent from (or added to) eProsecutor. So instead of waiting weeks or months for new API functions to be hard-coded into the system, eProsecutor administrators have the ability to test and deploy their data exchange applications as quickly as needed.

Additional eProsecutor Functionality
Dashboard
Every user has a dashboard which can be customized by an individual user to contain a variety of gadgets such as current cases, upcoming events, notepad, workflow assignments/tasks and embedded searches/reports. Gadgets can be rearranged by simply dragging them into position. Dashboards for every attorney can contain a list of only their cases, with additional caseloads visible to managers based on their security level.

Time and Billing
Expense and time entries are stored on the case and tracked by date, activity or expense type, user, and time expended. Time can be associated with grants or other administrative classifications, if needed, and extensive notes available to document the work performed. Time entries can be set to different statuses as part of an approval process connected to a Workflow and related to parties on the case. eProsecutor allows a wide variety of time tracking needs to be addressed, such as different increments of billing time, different rates for different services performed by the same user and pre-defined time entries based on specific types of user activities.

With the configurability of eProsecutor, agency-specific processes to automate time entry using start and stop triggers can be created beyond the core time tracking features. Once entered, time and expenses can be collated into billing invoices to be sent electronically or generated using an agency-defined template document, and statistics can be generated using our Data Search capability. Results can also be outputted to a variety of different file formats, such as .pdf, .xls, and .csv files. Tracking judgments, fines or other obligations and payments is standard functionality.

Notes
Notes allow attorneys and others to attach "virtual post-it notes" to nearly any case. Notes are often used to organize simple reminders and memos about case information that don't require formal database fields. Users can quickly create notes of virtually any length with high levels of custom formatting (font, color size, indentation, bullet items, etc.). Most important, every note is "security enabled" allowing the note author to precise control who can read/edit the note.

A popular feature of Notes is called "My Library" which acts like a repository of commonly used notes. Individual users can build their own library of these text snippets and can "reuse" them anywhere in the system that accepts text input. Users can create their own personal index of notes or add notes to a common "Court Library" which can be used by court staff. All notes can be categorized and tagged so the user can rapidly find the exact note they are looking for. My Library allows attorneys to save their commonly used snippets of text and re-use them in any written document.

Case Assignments

Any number of attorneys, investigators, support staff, victim advocates, etc., can be assigned to cases. Users can be reassigned from cases (and the history of that assignment is saved). Cases can be reassigned as a bulk operation using a search and mass update.

Checklists

eProsecutor's Checklists component can be used to help monitor and prepare cases. These checklists can include the major steps in the case as well as the required documents, which can be "mapped" to eProsecutor's document received screen. And checklists can be customized with case notes. Thus, the overall status of the case can be recorded on the checklist and viewed in the work queues by the appropriate personnel.

Both Case- and Person-centric

eProsecutor supports both case-centric (activity for all of the participants within a case) and person-centric (activity for all of the cases for a specific participant) activity. Typically, legacy case management systems have been limited to the former, and they provided detailed case history information (referred to by courts as the Register of Actions) on a case-by-case basis, including information such as the documents filed, actions and decisions of the court, and the case participants (including the parties, their legal representatives, expert witnesses, etc.).

Joinders

eCourt has unique functionality in which a user can establish different types of links (or "joins") between two or more related cases. Once joined, a variety of actions can automatically take place when records for one case are affected. For instance, the agency can identify logical groups of cases with common staff assignments and other group-applicable business rules. Once joined, for example, scheduling and financial actions affecting any one of the cases can be automatically applied to all of them.

Minutes/In-Court Processing

eProsecutor simplifies this process. Its Minutes component provides tools to enable users to quickly record information using pre-defined templates, cut and paste, use short-cut keys, and optionally use a bar-code reader to select commonly used text. Most importantly, information recorded through minutes is posted directly to the CMS, eliminating the need to double enter the information. eProsecutor's workflow tools can then, for example, process the information according to rules established by the agencies (send out alerts, schedule an event, etc.).

Attachment 2 – Project Management and Timeline

We will utilize the results of the initial planning meetings guided by the Project Management Plan and Project Work Plan to jointly build the installation tasks and the responsibilities that will complete the project within a 12 month timeline. Training, Testing, Roll-back, Risk Management, and Issue Management plans are all utilized to ensure a successful, timely, cost-effective implementation.

eProsecutor comes configured for most common prosecution processes (screening, discovery, charging document generation, etc.) but is easily modifiable to meet the unique needs of your agency. The gaps between the limitations and workarounds required by your existing case management system and your "real life" processes and goals will be closed by eProsecutor.

Since eProsecutor is highly configurable, it is a long-term solution that can be adapted by your administrators to meet future workload and business practice changes. Our product development is ongoing, with best practices from every project incorporated into the baseline product. Justice system agencies, and prosecution offices in particular, are and have always been the focus of our business, so eProsecutor will continue to provide efficiency and productivity advantages well into the future.

Our project team will work with your department subject matter experts and your project implementation team to understand your business processes. We have had particularly good success demonstrating a base system to the staff that meets most of the requirements and then steadily meeting side-by-side with your subject matter experts over the course of several weeks to configure the system to meet your requirements. With so many configurability tools built into eProsecutor, our configuration team can make system changes extremely quickly -- often in a matter of minutes to the surprise of clients who are used to waiting days and weeks for features. Our progress is then confirmed by a formal Conference Room Pilot in which your test users review the system for any final issues. This approach may seem unconventional at first glance, but we've found that it often reduces the amount of issues that slip through the cracks since the agency is focused on interacting with our team rather than writing extensive documentation. For some projects, our approach has shaved weeks (even months) off the actual project go-live.

We follow an Agile model of system implementation and configuration. The required changes can be made in real time or divided into two-week sprints. Instead of waiting a long time for configuration to be done and then reviewing all of them together, this Agile methodology will allow for frequent reviews and hands-on training of the system. We will train the agency's IT staff to be able to make future changes. Any configuration changes are stored in the database, thus eliminating code check-in and check-out. We usually make these configuration changes on a configuration environment and then export the changes, which are XML files, into the test system.

Typically, we host the system during the design and configuration phases while providing you with access just as if it had been created on your hardware. With at least some of the configuration data and sample personnel/scheduling information in eProsecutor, the system will start to come alive, and you can begin to check off your functionality requirements.

We have developed the following major implementation tracks, which are further segmented into design and configuration, and then implementation/roll-out in the Project Work Plan. Many of the tracks are fairly independent and can be done in parallel.

<div align="center">

Milestones (Deliverables)
(See Summary Project Work Plan)

</div>

Tracks	Tracks
Directory	Searches and Reports
Calendar	Minutes
Case header	Accounting/timekeeping
Folder Views	Public Portal
Case Notes	Interfaces
Case Initiation Processes	User Security
Checklists	Testing
Joinders and Person Identifiers	Training
Exhibits	Deployment
Workflows, including time standards	Technical
Notices and Documents	

<div align="center">

Implementation Processes

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The adoption of a new case management system provides the opportunity to consolidate duplicated business processes and create new, more efficient practices using eProsecutor. While many processes are consistent between each unit, every business unit in an agency will have unique needs, so case screens, field labels, workflows, and notifications can be configured to suit the needs of each business unit. (Case initiation screens, searches and reports, documents, and automation are the most common items configured to meet agency needs.)

The implementation process consists of multiple phases:
- *Project initiation* – project kick off and gathering of initial requirements (including lists of users, documents, reports, and codes from your existing system). Creation of a "sandbox" system using the initial information so users can better visualize how eProsecutor will relate to your processes.
- *Detailed requirements gathering* – meetings with project team and subject matter experts to understand the process and reporting needs of your agency.
- *Configuration and feedback* – configuration of any additional screens and automation not already provided by eProsecutor. Frequent review by JTI implementation team, agency project team members, and subject matter experts to ensure success and avoid last minute changes that can cause delays.
- *Interfaces* – configuration and review of interfaces to obtain or provide case data.
- *User acceptance testing* – a structured testing process for gaining final sign off on the configuration.

- *Administrator training* – we train your administrators how to maintain users and documents throughout the configuration and testing process.
- *User training* – we train your trainers because only your subject matter experts are capable of explaining to your users the "how" and "why" of using eProsecutor to process your cases and address the daily problems you solve.
- *Go live* – JTI is at your office(s) to address any issues that come up as "the plan meets reality."

Even with the structured implementation and configuration process used to deliver eProsecutor, there is always the possibility of unforeseen project delays. The most common points of schedule risk come from the availability of subject matter experts and interface activities. Since getting a new case management system is a very infrequent occurrence, your team must actively participate to ensure success.

The configuration and testing of interfaces requires working with other agencies and effort must be made to keep a high level of communication between your agency and the justice partners providing the "other end" of interfaces.

Preliminary Implementation Timeline (Maximum of 12 Months)

	1	2	3	4	5	6	7	8	9	10	11	12

Project Plans and Status Reports

Demonstrate and Configure

    Directory & Persons

    Calendars

    Case headers and folder views

    Document Received Processes

    Case Initiation Processes

    Workflows, including time standards

    Complaint Intake Processes

    Notices and Documents

    Searches and Reports

    Public Portal

User Security

Testing

Training

Deployment

See Summary Project Work Plan for details.

<u>Summary Project Work Plan</u>

To be tailored to your project.

Our project team will work with your subject matter experts to configure your screens, workflows, documents, searches, reports, and notifications. Examples of the work breakdown items are listed below.

Facilities/Organization/Personnel/Case, Hearing, Event and Other Types

JTI to demonstrate and train the agency personnel responsible for the following information so that they assist and make future changes.

Facilities
  Agency to provide its facilities data to the extent desired (locations, floors, Agency rooms, capacity, handicap access, equipment, etc.)
  JTI to configure and load facility data.

Organization
  Agency to provide its organizational structure (divisions, departments, etc.)
  JTI to configure and load organizational data.

Personnel
  Agency to supply list of personnel for both Agency and non-Agency.
  JTI to configure and load personnel data.
  Agency will keep the Directory current.

Roles
  Agency to provide roles (not individual job titles) for both Agency and non-Agency personnel serving the Agency and ancillary data requirements for each role, such as bar number, badge number, former law firms, classes attended, bond companies, etc.
  JTI to configure and load role data.

Case Types
  Agency to supply case types, sub case types.
  JTI to configure and load these types.

Hearing, event and other types and case phases
  Agency to supply list of hearings, events and other types by case type/sub case type.
  JTI to configure and load these types.

Information Updates
  Agency to provide any changes to facilities, organization, case, hearing, event and other types to JTI which will maintain the tables until the go-live.

Calendars and Scheduling

Holidays and other Calendar Information

Agency to supply Agency holidays, standard working hours and any special types of Agency business and off time.

JTI to enter holidays and standard working hours and configure Agency business and off time types.

Calendaring and Scheduling (Configured and will only need to be updated)

Agency to determine which roles/individuals/Agency rooms are to have calendars.

Agency to provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.

Agency to determine if they want to use calendar time slots for any events.

Agency to determine configurable information on the individual Daily, Weekly and Monthly Agency Calendars.

JTI to create assignment procedures and configure the calendars.

Agency to maintain/modify the Calendars if requirements change.

JTI to demonstrate using Conference Room Pilot.

Case Initiation and Navigation (Some cases could be received electronically.)

Case Initiation (Configured and will only need to be updated.)

Agency to provide case initiation and update screen shots and lookup lists of the current system. (workbook)

Agency to provide the information/format received from other agencies that also initiate cases.

Agency to provide rules for case numbering and the processing procedures for cases that have not yet been filed with the Court, for example, an agency-initiated investigation or a grand jury investigation.

Agency to supply any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.

Agency and JTI to determine case initiation validation rules and error messages.

JTI will configure case initiation and update screens and lookup lists.

Navigation and Other Screens (Configured and will only need to be updated.)

Agency to provide information to be modified on the Case Header, including the composition of the case name for internal purposes, alerts, and any case information not currently included.

Agency to provide information to be modified on the Case Summary screens.

Agency to provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and for pop-up messages.

JTI to configure Navigation and other screens.

JTI to demonstrate using Conference Room Pilot.

Agency Business Process Review and Workflow for each case type

Agency to have available any existing workflow diagrams, notices, reports, minutes, etc. for each case process.

JTI to facilitate discussions with Agency to review its processes, identify potential process improvement opportunities and determine the processes to be automated using workflow. (Many workflow processes have been configured, and they will be updated to accommodate the Agency's requirements.)

JTI and Agency to review the procedures and processes to determine Time Standards. (For example, automatically schedule a hearing 14 days after an event.)

Agency to provide the case assignment process, weighted case assignment rules, caseload balancing policies and conflict rules.

JTI to build assignment business rules.

JTI to build workflows and time standards.

JTI to demonstrate using Conference Room Pilot.

Notices and Documents

Agency to review notices/documents to consolidate as appropriate.

Agency to provide current notices/documents used for internal and external communications and any regularly created documents. This includes the library of standard motions that will be included in My Notes Library or the Agency's Library for all to use.

Agency to provide Word documents for each notice/document and Agency.

JTI to map variables to the database and set up Document Templates.

JTI and Agency to determine business rules for generating notices/documents and relationship to workflows

Minutes (if utilized)

Agency will provide samples of meetings and suggest additions.

JTI will create Minutes for each type of hearings/meetings and Agency and JTI will create MS Word documents to reflect the decisions.

JTI to demonstrate using Conference Room Pilot.

Dashboard (Internal and Public Portal) − Configured and will only need to be updated

Agency to determine the dashboard views, including internal views and Public Portal, which then can be selected by each individual to tailor their personal dashboard.

Agency to decide to put any other case/calendar-type information on the Public Portal.

Agency to determine if they will accept electronic documents via the Public Portal directly from lawyers.

JTI to configure the Public Portal, and the Agency to provide a link from its existing website.

Searches and Reports

Searches can be used to eliminate the need for some existing reports.

Agency to provide copy and categorize reports by consumer (outside Agency, internal use), by case type and frequency.

Agency to review and consolidate as appropriate with JTI's guidance.

Agency and JTI to review existing Searches and Reports.

Agency and JTI create Search and Report configuration list.

JTI and Agency to create the searches and reports.

Other Processes

Seal cases and documents
Agency to provide seal-type information.

JTI to configure.

Warrants and Subpoenas
Agency to provide warrant and subpoena processes, including modifications, forms, service tracking, etc.

JTI to configure.

Archive
Agency to determine process to archive cases.

JTI to configure archive processes. (Also part of workflow.)

Interfaces using the API

Agency will provide the requirements for the information exchange, i.e., the conditions that trigger it, what information will be transferred, the format of the information exchange, the manner of the exchange (real time or batch), required controls (such as header and trailer records), etc.

JTI will configure and unit test the API and provide test entries, and the Agency will determine go-live readiness.

Testing

Acceptance Testing
JTI and Agency to develop acceptance plans centered on Conference Room Pilots and test cases.

JTI to certify that eProsecutor is ready for acceptance testing.

Agency to test eProsecutor per the acceptance test plan and note any defects.

Training

Agency to assign in-house help desk personnel early in the project. They should participate in all stages.

JTI to train IT personnel and administrative users, including help desk personnel, from day one with the training to continue throughout the project.

JTI to directly train the accounting personnel.

Agency and JTI to develop end user training plans.

Implementation

JTI to prepare eProsecutor for implementation.

Agency Administrative users and super-users to train end users.

JTI and Agency to migrate data from legacy information systems.

Agency to conduct implementation testing over weekend prior to implementation.

Agency and JTI to conduct "go / no go" review.	
eProsecutor to be implemented in production.	
(Although the Public Portal will be implemented, the Agency may not wish to immediately expose this site to the public pending any post-implementation data clean-up activities that may be required.)	

Technical Environment

JTI to setup a configurable system in Los Angeles and to provide the Agency's implementation staff with access.	
JTI to provide hardware, software and system network specifications	
JTI to train the IT personnel for the system installation, if needed	
Agency IT to setup Production system, including the Public Portal, Testing, Training, Staging system and provide JTI with VPN credentials.	
Agency and JTI to verify that all systems are ready to go-live	

Testing

We will work with the agencies to provide a testing plan which will allow for complete end -to-end system testing. We will conduct all the unit testing, integration testing, functionality testing and performance testing related to the system and the code.

Since eProsecutor is a configurable system and a lot of functionality will be configured specifically for each agency, we will support the agency in the development and execution of a plan to cover system testing, integration testing, performance testing, security testing, UAT, load testing and benchmark testing. We will configure the system for the agency, however the end to end system testing and development of use cases for user acceptance will be the responsibility of the agency. We will however support the development of these user/test scenarios.

We will work with the agency to provide a testing plan which will allow for complete end -to-end system testing. We will conduct all the unit testing, Integration testing, functionality testing and performance testing related to the system and the code. The detailed testing plan will be developed after the configuration has been completed; you have to have the configurable screens and workflows before you determine how to test the new processes.

Our quality assurance and testing practices combine an adherence to industry standards along with a comprehension of the flexibility necessary to successfully implement and upgrade clients with unique business requirements.

Whenever we deploy a new version of our software, professional QA department with staff run typical quality assurance tests such as:

- Black box testing based on requirements and functionality.
- White box testing based on knowledge of the internal logic of the code.
- Unit testing to test particular eProsecutor functions or code modules.
- Integration testing of combined parts of eProsecutor (workflow, calendar, etc) to determine if they function together correctly.
- Integration testing of external interfaces.
- Performance testing to ensure eProsecutor performs under stress.
- User acceptance testing to determining if eProsecutor is satisfactory to an end-user.

Performance Testing for the software

We consider performance testing to be a "catch all" phrase that generally refers to a set of tests that involve measuring various types of system performance while the system is under load, stress, high volume, etc. conditions. The relevant performance testing methodologies used in the development of eProsecutor are as follows:

Internally, eProsecutor uses LoadRunner and Grinder to simulate clients and conduct performance tests. This is an iterative process and the goal is to achieve as high a CPU utilization as possible. If the CPU utilization doesn't increase (and hasn't yet peaked) with the addition of more users, we stop and look for bottlenecks (in the database or the application). We are looking into using JProbe

to identify many of these hot spots. Ideally, the CPU utilization (at steady state) is usually in the 90-95% range. Although throughput won't increase with the addition of more load, response times will increase as more clients are added. The throughput at this point determines the capacity of the hardware.

Journal Technologies engaged an independent testing organization, SysTest Labs, in Denver to conduct an evaluation of eProsecutor to:
- Determine how many users can be added to system before system failure.
- Provide a profile of transaction response times at various concurrent user levels to determine the point when transaction response times exceed acceptable levels.
- Identify performance and/or operational bottlenecks and recommend performance improvement measures.
- Pinpoint defects that may surface under load conditions.

The testing was conducted in five phases with increasing numbers of users logged-in to eProsecutor and increasing numbers of active, concurrent users, culminating with 5,000 users logged-in with 1,200 of them actively performing work (the simulated user activities included case creation, case update, case and person searches, and the processing of cash receipts) at the same time and the database loaded with 10,000,000 cases.

SLI's analysis confirmed that during the heaviest load on the application:
- There were no errors and eProsecutor did not experience a system failure (SLI recommended that higher user loads would be needed to stress the system to failure.

All web pages had average page times of 0.43 seconds or less. Overall Average Page Time was 0.08 seconds on the last cycle of testing.

Since eProsecutor is a configurable system and a lot of functionality will be configured specifically for the agency, we will support the agency in the development and execution of a plan to cover system testing, integration testing, performance testing, security testing, UAT, load testing and benchmark testing. We will configure the system for the agency, however the end to end system testing and development of use cases for user acceptance will be the responsibility of the agency. We will however support the development of these user/test scenarios.

During User Acceptance Testing (UAT), we will work closely with you to ensure the configuration and related interfaces are rigorously tested prior to acceptance and production cutover. We propose some of the following approaches, processes, tools and methodologies in support of UAT:

Strategy and Planning
The testing strategy will be considered early in the engagement to remain consistent with the overall project plan and ensure sufficient resources from the client will be available to participate in the testing effort. The test plan, developed with the client to ensure input and agreement, will include sections such as scope, schedule, test scripts, script execution and defect resolution processes, testing tools, resources and responsibilities, reports, and acceptance criteria.

Script Development

Test scripts will be developed with the client to ensure the product goes through a balanced testing program that includes end-to-end business processes as well as targeted testing for interrelated features such as security and interfaces. The scripts will be loaded into a central test management tool to facilitate script updates. Functional requirements will be mapped to test scripts to ensure complete coverage during the test execution phase. We will also work with the client to determine and load any test data needed in the system prior to execution of specific test scenarios.

Execution and Defect Resolution

Wide client participation during the test execution phase is an opportunity to identify obscure issues as well as encourage system adoption. Regular communication with participants, including an orientation on test management tools and testing processes, will be provided to client resources who will serve as testers during this phase. Testers will execute assigned scripts and log defects in defined cycles, and then retest the fixed defects in subsequent cycles. Regression testing will also be conducted to ensure the product remains stable after each build.

Testing Reports

Standard testing reports will be produced for the project team to track progress, status, and highlight any issues requiring management attention.

Operational Readiness Testing

A detailed cutover plan will be developed in conjunction with the overall engagement plan, but our proposed process for Operation Readiness Testing is to begin in parallel with UAT. While UAT is conducted in the training environment, we can begin addressing certain requirements in the production environment that are not dependent on the final configuration from UAT, such as connectivity to scanners and printers; connectivity to DMS; connectivity to 3rd party interfaces; loading users and their security profiles; and performing realistic load, performance and failover tests on the application, network and hardware. Once UAT is complete, the configuration from the testing environment will be migrated to the production server where 3rd party interfaces, connectivity to peripherals, and the go-live configuration will be retested to ensure the entire application is functioning as expected. Final cutover activities will occur the weekend before the go-live date, when the client can make a go/no go decision.

User Acceptance Entry and Exit Criteria

We propose the entrance criteria for a specific test cycles should include a stable system, the appropriate test data has been pre-loaded into the database, and communication to client staff has been delivered to discuss the schedule and objectives of the test cycle and script assignments. Exit criteria for the cycle should include the complete execution of assigned scripts. The client should expect a small pause between cycles to refresh the data (if needed) and remediate issues found during the previous cycle, thereby becoming entrance criterion for the next cycle. Final acceptance criteria should include at least one execution of the defined test scripts and the resolution of all issues found during testing deemed critical for go-live.

The 30 support staff are primarily located in Logan, Utah with others working out of the Los Angeles office. We have added five support staff during the past five months and expect growth to continue.

<div align="center">

Support Services Organization

(See Attachment)

</div>

<div align="center">
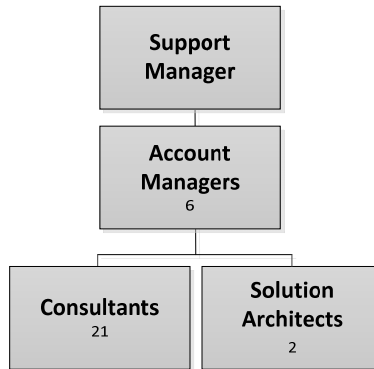
On average, our Support Team members have worked in a JTI Support role for over 3.5 years, with an average industry-related experience of over six years.

</div>

Support Case Life Cycle

During the implementation of eCourt, your Account Manager will make regular onsite visits with the implementation team to help gain an understanding of processes, business rules, workflows and interfaces. And to get to know your eCourt Administrators.

To ensure a smooth transition from implementation to Support, there is a soft transitionary period of about 90 days or more after the go-live during which both your implementation and support teams provide support. Even after a full transition to Support, implementation personnel are available to help provide solutions.

Your eCourt System Administrators and Help Desk personnel are trained during the implementation to become the front line of support for your end users. They can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases. In addition, access is provided to a searchable Knowledge Base, including product documentation and training materials.

We are passionate about your phone calls never going to voicemail. Our streamlined call answering tree continues to roll over and expands to include additional staff including our executive team.

All support issues are logged into our internal database, JIRA, which stores customer information including contracts, go-live dates, designated court administrators, etc. Every support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties and solution information.

We immediately acknowledge receipt of your request. The majority of support cases are resolved during the first contact and in less than one hour. For others we generally provide an initial response within four (4) hours of first contact for non-critical issues and sooner for critical issues. If the error is categorized as "Critical" we will provide a solution through a service release as soon as possible.

Troubleshooting to obtain reproducible steps of an application error begins immediately. We work closely with your eCourt Administrator while resolving each support request. When necessary, cases are escalated to our Solution Architects and then to the development team as indicated in the subsequent Support Case Flow diagram.

Throughout this process your Account Manager and Consultant updates you on the progress. Also, automated notifications are sent with each status update.

Upon solution verification from your eCourt Administrator, the support case is time and date stamped as closed, and an automated notification is sent to your eCourt Administrators with the solution. (A link is included in all notifications to allow feedback to the Account Manager.)

Support Case Flow
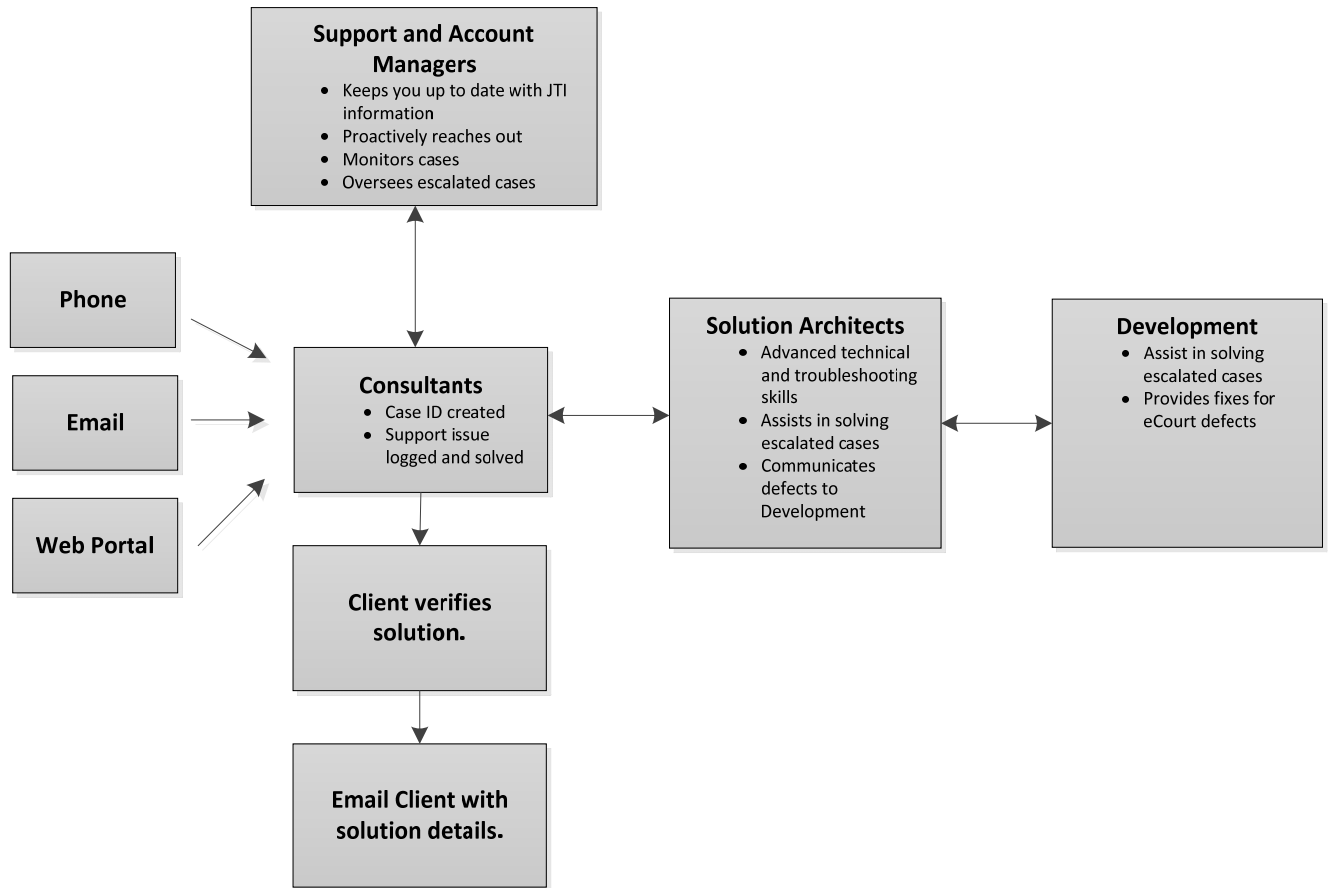
Contact Information
Support is available from 5:00 a.m. to 7:00 p.m. Mountain time, Monday through Friday, except for federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension.

Telephone:	1-877-587-8927 ext. 6
Email:	Support@JournalTech.com
SupportWeb:	Support.JournalTech.com

Training
The Continuing Education Program includes courses taught by implementation and development personnel, training guides, practical exercises, training videos, visits at customer sites and regular CJIS security awareness training. This is the current schedule for a 27-week training program in progress.

Current Training Schedule

Continuing Education Topics	Week	Source
Processes and Procedures	Weekly	Support Manager
Basic eCourt Overview	1	Video, User Guide
Dashboard	2	User Guide
eCourt	3	Live Instructor
Entities / Metadata and Lookup-Lists	4	Video, Config Guide
Navigation	5	Config Guide
Directory	6	Video, User Guide, Config Guide
eDefender	7	Live Instructor
Security Administration	8	Config Guide
Financials	9	Live Instructor
Conditions	10	Video, Config Guide
eProsecutor	11	Live Instructor
Workflows / Rest API Configurations	12	Video, Config Guide
SQL	13	Live Instructor
Action Items / Work Queue Items	14	Video, User Guide
Business Rules / Groovy	15	Video, Config Guide
eProbation	16	Live Instructor
Time Standards	17	Video, Config Guide
System Administration	18	Live Instructor
Calendar	19	Video, User Guide, Config Guide
Dockets / Minutes	20	Video, User Guide
eDefender	21	Live Instructor
Form Builder	22	Video, Config Guide
Screen Widgets	23	Config Guide
Document Viewing/Reviewer Screen	24	User Guide, Config Guide
eProsecutor	25	Live Instructor
Document Templates & Fields	26	Video, Config Guide
Reviewing Documents / Stamping	27	Video, User Guide, Config Guide

Support Services Staff

Support Manager

Our Support Manger oversees all operations. He ensures the right staff is assigned to solve your case and monitors the progress of each case from his electronic case board. He also manages the training program for new employees and continuing education for current staff.

Account Managers

Your assigned Account Manager will already be familiar with your system since he works closely with the implementation team throughout your project. They see your cases on their electronic case board and monitor the progress via our internal database (JIRA). They provide up-to-date information about JTI, best practices, software maintenance, billing questions, and coordinate non-routine requests.

Consultants

Consultants answer and respond to phone calls, emails and Web Portal requests. They are responsible for case creation and tracking of all incidents and solving most incoming issues on the spot. They will help walk you through steps, troubleshoot problems, and provide all the information you need. When the problem is more complex, they ask for assistance from our Solution Architects. However, the primary responsibility for the case remains with the Consultant.

Solution Architects

Solution Architects are seasoned members of the support team with advanced technical and troubleshooting skills. They are an extension of the Los Angeles development department. They assist in solving escalated cases and identify when an issue is categorized as a defect or a configuration issue. They work with Development to fix any bugs. In addition, they take an active role in training and coaching the support team.

Attachment 3 – Training

Training begins with the eProsecutor demonstrations and the subsequent involvement of agency subject matter experts and supervisors who must understand the issues that matter to the end users.

We will jointly list the "concerns" of those who will have much to do with the successful implementations. Just like any other risk, the implementation staff must continually work to reduce the anxieties caused by change. We will use periodic Conference Room Pilot demonstrations to communicate the progress and seek input from those who will make the system work.

Because eProsecutor is configurable, your staff will not be "forced" into using a system that doesn't meet their expectations. With that momentum, we expect all initial concerns will be eliminated as they are involved in implementing their system. People want to eliminate the repetitive nature of their work day and efficiently dispatch their responsibilities while using modern technology.

We provide direct training for those with specialties, including accounting personnel, and train-the-trainer for the remaining users. Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn…and that is the basic training! Then you will be able to configure the areas of eProsecutor that need to change when your business processes change, and provide first level support for your users from day one.

We train your trainers on what was configured, so the training program and documentation will be tailored to your configured screens, processes and procedures. The agency's staff will be deeply involved in the configuration and workflow processes, and from these sessions will come a jointly developed training program.

We have an unlimited budget for implementation training during implementation; we will train until you want no more.

Training and online "help" share the three components of the online documentation. All of the help functions in eProsecutor can also accommodate both audio and video.

1. The universal view provides the complete eProsecutor documentation; its Table of Contents can be sorted by role to parallel training courses and facilitate the focus during "refresher" reviews.
2. Most screens have "help" that is brought to the user's open screen when you click on the "?" at the top of the screen. Consequently, the user continues to see what they are working on while they view the help information.
3. Every element on the screens can also have tailored help. Just insert a "?", for example, next to a dropdown, and then click on it to see a note explaining the dropdown while the screen remains open. Since each field can have a help note, it is possible to create self-paced training forms for new users to click on each help icon to step them through the data entry for each screen.

We work to minimize future dependency on us through knowledge transfer and the development of a client Help Desk that is staffed by experienced individuals who have worked on the project and thus have both a firm grasp of eProsecutor and how it was implemented. As a result, they are able to effectively triage problem reports with hardware, network and user errors being handled locally in an expeditious manner with us standing by to provide support or to handle problems related to software defects or functionality deficiencies. Knowing where to go with questions reduces anxieties which can cause projects to fail especially during the first days after the go-live.

We have never seen an IT person who didn't want to use eProsecutor because it incorporates the latest technology that all want to get their hands on. They recognize that they are able to provide more service to the agency and participate in solving the issues of change without being dependent on the software provider. The IT staff will be trained to do the system upgrades.

<u>From Project Work Plan - Training For Non-Technical Personnel</u>

Task Name	Category	Resource Names
The agency's subject matter experts and in-house help desk personnel will be trained at each step of the implementation. The in-house Help Desk personnel must be ready to provide help during the roll-out and help train new personnel	Train	Agency
The agency's train-the-trainers will take charge after the configuration is completed. (They have to train the users on the configured system.)	Train	Agency
Provide basic user documentation -	Train	JTI
Log-in	Train	JTI
Navigation	Train	JTI
Directory	Train	JTI
Contact Groups	Train	JTI
Calendar and scheduling events	Train	JTI
Case views	Train	JTI
Case initiation	Train	JTI
Joinders	Train	JTI
Notes Library and Case Notes	Train	JTI
Docket, Minutes and disposing changes	Train	JTI
Checklists	Train	JTI
Workflow and time standards	Train	JTI
Accounting	Train	JTI
Prepare for end-user training	Train	Agency
On-screen help -	Train	Agency
The universal view provides the complete eProsecutor documentation; its Table of Contents can be sorted by role to parallel training courses and facilitate the focus during "refresher" reviews	Train	Agency

Most screens have "help" that is brought to the user's open screen when you click on the "?" at the top of the screen. Consequently, the user continues to see what they are working on while they view the help information	Train	Agency
Every element on the screens can also have tailored help. Just insert a "?", for example, next to a dropdown, and then click on it to see a note explaining the dropdown while the screen remains open	Train	Agency
Video -		Agency
Incorporate video instructions from supervisors for each screen or task, for example, filing a document	Train	Agency
Create course curriculum for each role using the configured screens and workflows. Typically, this includes a basic user training course that covers the subjects listed as documents above and a specific business area course	Train	Agency/JTI
Prepare the training schedule, arrange for the facilities and notify the end users	Train	Agency
Train the users	Train	Agency

From Project Work Plan – Training Technical Personnel

Task Name	Category	Resource Names
TRAINING FOR TECHNICAL PERSONNEL		
Actual learning takes place by doing; thus, the technical staff will be involved in all stages of the implementation	Train	JTI
Focus -	Train	JTI
Metadata/database structure and dropdowns - an understanding of the eProsecutor database elements	Train	JTI
Entities	Train	JTI
Viewing entity definitions	Train	JTI
Viewing entity field details	Train	JTI
Modifying an entity field	Train	JTI
Adding a new entity field	Train	JTI
Deleting an entity field	Train	JTI
Using forms	Train	JTI
Using validations	Train	JTI
Using rules	Train	JTI
Adding a new entity	Train	JTI
Exporting all entity definitions	Train	JTI
Exporting the data dictionary	Train	JTI
Archives	Train	JTI

Viewing metadata archives	Train	JTI
Searching for a metadata archive	Train	JTI
Archiving metadata	Train	JTI
Restoring archived metadata	Train	JTI
Deleting an archive entry	Train	JTI
Comparing metadata archives	Train	JTI
Working with Lookup Lists	Train	JTI
Viewing the lookup list screen	Train	JTI
Viewing the lookup list items	Train	JTI
Searching for a lookup list	Train	JTI
Using lookup lists	Train	JTI
Lookup Items	Train	JTI
Create lookup list relationships	Train	JTI
Displaying metadata usages	Train	JTI
Adding a new lookup list	Train	JTI
Deleting a lookup list	Train	JTI
Exporting a lookup list	Train	JTI
Importing a lookup list	Train	JTI
Forms - The form builder provides the toolkit used to consume the eProsecutor metadata.	Train	JTI
Introduction - what is a web form?	Train	JTI
Types of forms	Train	JTI
Case initiation	Train	JTI
Header	Train	JTI
Folder views	Train	JTI
Add	Train	JTI
Update	Train	JTI
Search	Train	JTI
General form features	Train	JTI
Panels	Train	JTI
Lookup	Train	JTI
Auto complete	Train	JTI
Zip code lookup	Train	JTI
Date/time picker	Train	JTI
Cascading drop-downs	Train	JTI
Show if	Train	JTI
Help messages	Train	JTI
Forms footer icons	Train	JTI
Data integrity check features	Train	JTI
Required fields	Train	JTI
Hidden form items with default values	Train	JTI
Data validations	Train	JTI

Business rules	Train	JTI
Using the form builder	Train	JTI
Forms list screens	Train	JTI
Form general options	Train	JTI
Form items	Train	JTI
Add data fields	Train	JTI
Add panel	Train	JTI
Add static text	Train	JTI
Add XREF (Cross Reference)	Train	JTI
Form panel	Train	JTI
Zip code module - Zip code search	Train	JTI
Importing/exporting forms	Train	JTI
Case initiation forms	Train	JTI
Creating a case initiation form	Train	JTI
Running a case initiation form	Train	JTI
Case initiation from the navigation bar	Train	JTI
Header forms	Train	JTI
Creating a header form	Train	JTI
Displaying a header form	Train	JTI
Folder views	Train	JTI
Creating a folder view	Train	JTI
Displaying a folder view	Train	JTI
Add forms	Train	JTI
Creating an add form	Train	JTI
Displaying an add form	Train	JTI
Saving an update form as an add form	Train	JTI
Update forms	Train	JTI
Creating an update form	Train	JTI
Displaying an update form	Train	JTI
Saving an add form as an update form	Train	JTI
Search forms	Train	JTI
Creating a search form	Train	JTI
Search form items table	Train	JTI
Search criteria specific field properties	Train	JTI
Sub-query field property	Train	JTI
Pivot table searches	Train	JTI
Mass forms	Train	JTI
Mass add forms	Train	JTI
Mass update forms	Train	JTI
Navigation menus	Train	JTI
Creating a top navigation menu	Train	JTI
Creating a left navigation menu	Train	JTI

Creating a case navigation menu	Train	JTI
Menu Items	Train	JTI
Calendar - Calendar functions, as well as eProsecutor's time slot and scheduling features.	Train	JTI
Working with the Calendar view	Train	JTI
Displaying events by month	Train	JTI
Displaying events by week	Train	JTI
Displaying events by day	Train	JTI
Searching events in the Calendar view	Train	JTI
Using the search bar	Train	JTI
Working with saved searches	Train	JTI
Scheduled events in the Calendar view	Train	JTI
Using the schedule event screen	Train	JTI
Using the calendar assistant widget	Train	JTI
Using bulk schedule from a search	Train	JTI
Rescheduling an event	Train	JTI
Removing a scheduled event	Train	JTI
Working with time slot templates	Train	JTI
Searching for a time slot template	Train	JTI
Viewing a time slot template	Train	JTI
Creating a time slot template	Train	JTI
Removing a time slot template	Train	JTI
Working with time slots	Train	JTI
Viewing time slots	Train	JTI
Modifying a time slot	Train	JTI
Adding additional time slots	Train	JTI
Removing a time slot	Train	JTI
Configuring holidays	Train	JTI
Adding a new holiday	Train	JTI
Deleting a holiday	Train	JTI
Holiday schedule	Train	JTI
Configuring location off-time	Train	JTI
Adding a location off-time	Train	JTI
Deleting a location off-time	Train	JTI
Configuring person off-time	Train	JTI
Adding a location off-time	Train	JTI
Deleting a location off-time	Train	JTI
Documents - Learn how to create document templates using Microsoft Word and the eProsecutor template builder.	Train	JTI
Create a new document definition	Train	JTI
Create document templates	Train	JTI
Document template fields	Train	JTI

Document template root	Train	JTI
Document template fields	Train	JTI
Create document template in Word	Train	JTI
Install document mapping macro	Train	JTI
Use document mapping macro	Train	JTI
Assign the template to document definition - document root configuration	Train	JTI
Document generation	Train	JTI
Frequently asked questions	Train	JTI
Install the eProsecutor Document MacroEnable or Trusting the Macro	Train	JTI
Directory - Learn to setup Directory with the agency's personnel l list, as well as lists of people and organizations with the agency regularly interacts.	Train	JTI
Organizational directory	Train	JTI
Adding a new organization	Train	JTI
Using organization information	Train	JTI
Searching for an organization	Train	JTI
Deleting an organization	Train	JTI
Importing multiple organizations	Train	JTI
Person directory	Train	JTI
Adding a new person	Train	JTI
Using person information	Train	JTI
Searching for a person	Train	JTI
Deleting a person	Train	JTI
Importing multiple people	Train	JTI
Assigning person security	Train	JTI
System properties	Train	JTI
Business processes - foundation to build business process workflows.	Train	JTI
Process group	Train	JTI
Process	Train	JTI
Process general	Train	JTI
Process triggers	Train	JTI
Work queue	Train	JTI
Manual work queue	Train	JTI
Automatic work queue	Train	JTI
Process graph	Train	JTI
Workflow monitor	Train	JTI
Checklists - Learn how to create configurable checklists that can be automatically added to cases based on predefined criteria.	Train	JTI
Using the checklist screen	Train	JTI

Update a checklist item	Train	JTI
Additional checklist item	Train	JTI
Notes - features allow users to create case notes and to store and categorize important content for later user.	Train	JTI
My notes	Train	JTI
Custom note templates	Train	JTI
Shared notes	Train	JTI
Case notes	Train	JTI
Search and filter case notes	Train	JTI
Additional case notes	Train	JTI
Security - Tools to setup, restrict views and actions.	Train	JTI
Groups tab	Train	JTI
Creating a group	Train	JTI
Deleting a group	Train	JTI
Security permissions summary	Train	JTI
Users tab	Train	JTI
Creating a new user	Train	JTI
Removing a user	Train	JTI
Searching/filtering users	Train	JTI
Applying a group to a single user	Train	JTI
Applying a group to multiple users	Train	JTI
Authorities tab	Train	JTI
Creating authorities	Train	JTI
Access level permissions	Train	JTI
Deleting authorities	Train	JTI
URLS tab	Train	JTI
Creating a URL pattern	Train	JTI
Removing a URL pattern	Train	JTI
URL pattern types	Train	JTI
Entity/Case type tab	Train	JTI
Creating entity/case type permissions	Train	JTI
Removing entity case type permissions	Train	JTI
Tasks tab	Train	JTI
Editing task permissions	Train	JTI
Task definitions	Train	JTI
Forms tab - editing form security	Train	JTI
Reports tab	Train	JTI
Rules tab	Train	JTI
Creating rules	Train	JTI
Removing a rule	Train	JTI
ACLS tab	Train	JTI
Logs tab	Train	JTI

Reports/Searches - JTI will provide entity relationship training in support of the agency's report/search building needs.	Train	JTI
Report screen tab	Train	JTI
Common report screen icons	Train	JTI
Report search criteria	Train	JTI
Input parameters for archived reports only	Train	JTI
Run report form buttons	Train	JTI
Public Portal - How to setup and maintain	Train	JTI
Download the eProsecutorPublic installation package	Train	JTI
Install MySQL	Train	JTI
Install MySQL Client Tools	Train	JTI
Setup the Database	Train	JTI
Setup the Application User	Train	JTI
Grant the Application User	Train	JTI
Install PHP	Train	JTI
Install PEARInstall eProsecutorPublic Application	Train	JTI
Review Configurations -	Train	JTI
Screens	Train	JTI
Advanced screen conditions	Train	JTI
Workflows	Train	JTI
Time standards	Train	JTI
Notice mapping	Train	JTI
Searches and reports	Train	JTI
Minutes	Train	JTI
Dispositions	Train	JTI
Accounting including fines, fees, etc.	Train	JTI

Attachment 4 – Data Conversion Approach and Strategy

Using our tools and methodology, we have completed data migrations from the following databases: MS SQL, Alpha 4, Pervasive.SQL, bTrieve, EBCIDIC, Excel and comma delimited extracts.

Conversion Preparation

Before the conversion process begins, JTI and Agency will follow the steps below to prepare for conversion.

Prepare Environment for Source Data Analysis
To perform data analysis on legacy data, we will need an instance/copy of the production data for each of the legacy systems.

Create Data Description Document for Source Data
To understand the legacy system and its data structure, the Agency needs to provide the legacy system data description document for each of the legacy systems, which will include:

- technical environment (operating system and database platform)
- database type (relational or hierarchical)
- data elements
- data formats and standards
- data volume
- vendor or other relevant contact information
- data dictionaries (ERD Diagrams);
- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database
- future disposition of the legacy system (whether it will be decommissioned or maintained)

Create Conversion Testing Specifications
The testing specification describes how the Agency will test converted data and report issues. It will include:

- A sample of the test cases from each legacy database to test conversion against. Each conversion iteration will only be tested for this sample.
- The most critical data elements to look for in the conversion
- Data quality assurance criteria for concluding testing
- Any reports that need to match for conversion testing.

Analyze Source Data

We will jointly analyze the source data, assess the quality of the data and identify risks that may affect data conversion activities and outcomes. While the Agency is responsible for any scrubbing of the source data, we will assist, if needed. We will jointly prepare the Data Quality Assessment Report that includes the Risk Analysis and identify at the minimum:

- Data integrity issues
- Data cleansing effort required
- Recommendations for the extent of inclusion of data source/data element in the conversion
- Identify and document issues, risks and barriers that may interfere with the data conversion work stream
- Propose recommendations and options for mitigating the identified risks

After preparation for conversion is complete, the initial review of the structure and quality of the existing databases will somewhat determine the conversions processes, but generally it will follow the process and steps outlined below.

Data Conversion Process
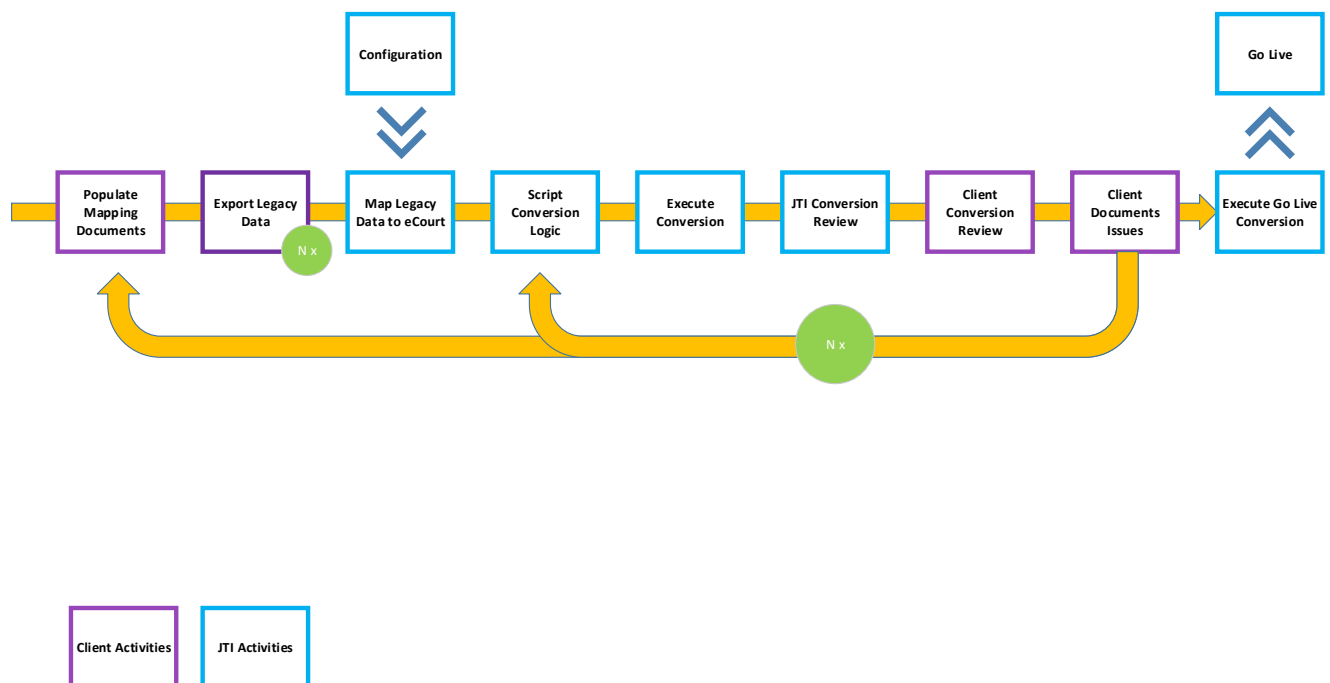
Populate Mapping Documents and Data Conversion Specifications

The conversion testing specification and the data conversion specification will control the conversions. The conversion scripts will be written based on these specifications. We will jointly prepare a document which will include:

- Data integrity analysis and cleansing methodology
- Data validation methodology
- Timing, sequencing and coordination of the data conversion tasks
- Amount of data (i.e., how far in the past data will be converted)
- The data mapping between each of the source databases and the staging database
- The data mapping between the staging database and eProsecutor
- All transformations that need to be done between the source database and staging and between staging and eProsecutor
- Source data filtering rules, including data elements to filter out
- Source data attributes used to identify duplicate data from multiple data sources
- Strategy to merge duplicate data from multiple data sources
- Source data load sequence and dependencies
- Storage requirements for data to be converted
- Conversion procedures

The Client will populate the Conversion Mapping Document (Columns A-E) with tables and fields identified in the Legacy System that need to be converted into eProsecutor. Copy the "Template" tab as this will maintain the formatting and create a new tab for each entity/table in the existing system. Be sure to flag the fields to Convert Y or N if you decide to export all the fields from your Legacy System but do not expect to convert them into eProsecutor.

Conversion Mapping Document example

	A	B	C	D	E	F
Table Description: This Table contains the data related to Case.						
			Source			eCourt En
	Source Table	Source Field	Datatype	Convert?	Comments/Questions	eCourt En
	Case	CasType	Code	Y	Values are E and G what does this mean? Need List Values	case
	Case	CasType	Code	Y		case
	Case	CasCaption	String	Y		case
	Case	CasCategory	Code	Y		case
	Case	CasCategory	Code	Y		subcase
	Case	CasRelName3	String	Y		case
	Case	CasSource	Code	Y		case
	Case	CasDate	Date	Y		case
	Case	CasDate	Date	Y		subcase
	Case	CasUserDate	Date	Y		case
	Case	CasFilingType	Code	Y		case
	Case	CasFilingType	Code	Y		subcase
	Case	CasUserRef	String	Y		case
	Case	CasStatus	Code	N		
	Case	CasStatusDate	Date	N		
	Case	CasUserCode2	Code	N		
	Case	CasDispDate	Date	Y		dispositionDa

Case (Sample) Template (+)

The Client will populate the Code Table Mapping Document (Columns A-B) with tables and fields identified in the Legacy System that needs to be converted into eProsecutor. These are codified values in the source system that will be mapped to codified values in lookup lists in eProsecutor. Copy the "Template" tab as this will maintain the formatting and create a new tab for each code lookup table in the existing system.

Code Table Mapping example

A	B	C	D
Code Table Description: This table contains the Address Types.			
Source		**eCourt**	
Source Code	**Source Label**	**eCourt Code**	**eCourt Label**
944110	Business Address	BUS	Business Address
943100	Homeless	HLESS	Homeless
941100	Home Address	HM	Home Address
981100	Placement Address	JPLC	Placement Address
931100	Mailing Address	ML	Mailing Address

ADDRESS_TYPE (Sample)　　Template　　⊕

Update Project Work Plan and Schedule

Data conversions are typically difficult to estimate given the volumes of data involved and the fact that significant aspects of the conversion, such as historical data type changes and old legacy conversions exacerbate the problems faced by the conversion team. At this stage we will have a better idea of the amount and quality of the data we are dealing with, hence it would be appropriate to revisit the project schedule and make necessary adjustments to set realistic expectations.

Export Legacy Data

The client will provide an initial export of the data from their Legacy System based on the Conversion Mapping and Code Table Mapping documentation and import it to the eProsecutor Stage database in SQL Server on the Conversion Server.

> 💡 **Note:** The structure for the tables in the eProsecutor Stage database is up to the Client. If it's easy to create one staging database table for each table in the Legacy System, then do so. For example, if in your Legacy System, you have a Case entity and a Party entity that relates to Case, and an Address entity that relates to Party, you can simply create three tables in eProsecutor Stage called: Case, Party, and Address. It is important to note that the data must be related by the information provided by the Client, primary and foreign keys must be provided in the mapping.

Map Legacy Data to eProsecutor

JTI will map the Legacy Data to eProsecutor with assistance from the Client.

Script Conversion Logic

JTI will create the conversion scripts that execute the logic identified in the Conversion Mapping and Code Table Mapping documents (or in the Issues List and Change Requests for subsequent iterations).
The conversion scripts will:

- Extract source data
- Validate the completeness of extracted data
- Transform, cleanse, filter out, and merge source data
- Map source data to the staging database
- Load source data into the staging database
- Validating converted data

Execute Conversion

JTI will execute and monitor the conversion scripts in the conversion environment.

JTI Conversion Review

JTI will perform preliminary review in the Conversion Environment to look for:

- Any exceptions and data integrity errors
- Spot check data in the application to look for any obvious errors
- When the data is checked, JTI will move a database backup of the converted data (eProsecutor Conv) into the Client's Conversion Review Environment.

Client Conversion Review

The Client will review the conversion to verify that the data has been converted per the signed-off Testing Specifications and mapping documents.

Client Documents Issues

The Client will provide written feedback according to their testing via the Conversion Issues List that follows:

a. If the issue is related to missed logic defined in the signed-off mapping documents, it will be fixed in the next conversion iteration for the Client's review.
b. Any newly identified requirements will need to result in Change Requests documented by the JTI Project Manager.
c. When the iteration meets the signed-off mapping documents and no outstanding Change Requests exist, the JTI Project Manager will request final sign-off on the conversion from the Client.

> **Note:** Data clean-up activities should occur as part of the Legacy Data Export activities performed by the Client. The JTI Delivery team will notify the Client of data errors that surface during the data conversion and will work with the Client to discuss, decide on, and document strategies for dealing with bad data (fixing data manually, putting data that does not fit into a notes field, etc.) Decisions will be documented in either the Data Mapping documents or the Conversion Issues List.

From the Project Work Plan – Conversion

Task Name	Category	Resource Names
Implement User Roles and Authorizations	Security	JIT/Agency
Identify sensitive data fields that needs to be encrypted in the database	Security	Agency
Implement database fields encryption	Security	JTI
Identify configuration settings that need to be encrypted in the main configuration file (cmsuser.properties)	Security	Agency
Implement configuration file settings encryption	Security	JTI
Approval of Security	Security	Agency
Data Conversion		
Provide Data Conversion Approach and Strategy	Conv	JTI
Approve Data Conversion Plan	Conv	Agency
Prepare Environment for Source Data Analysis	Conv	Agency
Create Data Description Document For Source Data	Conv	Agency
Template for Source Data	Conv	Agency
Technical environment (operating system and database platform)	Conv	Agency
Database type (relational or hierarchical)	Conv	Agency
Data elements	Conv	Agency
Data formats and standards	Conv	Agency
Data volume	Conv	Agency
Vendor or other relevant contact information	Conv	Agency
Data dictionaries (ERD Diagrams);	Conv	Agency
Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database	Conv	Agency
Future disposition of the legacy system (whether it will be decommissioned or maintained)	Conv	Agency
Analyze Data Sources	Conv	JTI / Agency
Steps for Analysis	Conv	JTI / Agency
JTI and the Agency will analyze the source data, assess the quality of the data and identify risks that may affect data conversion activities/outcomes. Any scrubbing/cleansing of data will need to be performed at the source database level by the Agency.	Conv	JTI / Agency
Data integrity issues	Conv	JTI / Agency
Recommendations for the extent of inclusion of data source/data element in the conversion	Conv	JTI / Agency

Identify and document issues, risks and barriers that may interfere with the data conversion work stream	Conv	JTI / Agency
Propose recommendations and options for mitigating the identified risks	Conv	JTI / Agency
Create and Approve Data Conversion Strategy Document	Conv	JTI / Agency
Create Conversion Testing Specification Document	Conv	Agency
Content of Document	Conv	Agency
Data integrity analysis and cleansing methodology	Conv	Agency
Data validation methodology	Conv	Agency
Timing, sequencing and coordination of the data conversion tasks	Conv	Agency
Amount of data (i.e., how far in the past data will be converted)	Conv	Agency
The data mapping between each of the source databases and the staging database	Conv	Agency
The data mapping between the staging database and the Application	Conv	Agency
All transformations that need to be done between the source database and staging and between staging and the final database	Conv	Agency
Source data filtering rules, including data elements to filter out	Conv	Agency
Source data attributes used to identify duplicate data from multiple data sources	Conv	Agency
Strategy to merge duplicate data from multiple data sources	Conv	Agency
Source data load sequence and dependencies	Conv	Agency
Storage requirements for data to be converted	Conv	Agency
Conversion procedures	Conv	Agency
Prepare Data Conversion Environment	Conv	Agency
Create and Approve Data Conversion Specification Document	Conv	JTI / Agency
Approve the Data Conversion Specification Document	Conv	Agency
Update Project Work Plan and Schedule	Conv	JTI / Agency
First Conversion	Conv	JTI
Create Conversion Scripts	Conv	JTI
Steps for Scripts	Conv	JTI
Extract source data	Conv	JTI
Validate the completeness of extracted data	Conv	JTI
Transform, cleanse, filter out, and merge source data	Conv	JTI
Map source data to the staging database	Conv	JTI
Load source data into the staging database	Conv	JTI
Validating converted data	Conv	JTI

Run First Full Conversion	Conv	JTI / Agency
Test Conversion and Report deficiencies that are not in compliance with the testing specification document	Conv	Agency
Review Conversion Issues	Conv	JTI / Agency
Second Conversion	Conv	JTI
Make fixes to Conversion Scripts	Conv	JTI
Run Second Full Conversion	Conv	JTI / Agency
Test Conversion and Report deficiencies that are not in compliance with the testing specification document	Conv	Agency
Review Conversion Issues	Conv	JTI / Agency
Final Conversion	Conv	JTI
Make fixes to Conversion Scripts	Conv	JTI
Run Third Full Conversion	Conv	JTI / Agency
Test Conversion and Report deficiencies that are not in compliance with the testing specification document	Conv	Agency
Approve Data Quality Assessment Reports, including risks	Conv	Agency
AFTER Agency APPROVAL, CONVERSIONS READY TO GO-LIVE	Conv	Agency

Attachment 5 – Interfaces Approach and Strategy

If the court decides to use eProsecutor's document management and image capture system, workflow, dashboard, eFiling and the web portal which were demonstrated, no integration is required. We have provided some additional information on these functionalities.

eProsecutor provides the following API's for data exchange interfaces.

eProsecutor Entity API

The eProsecutor Entity API is a REST Web Service API which provides CRUD (Create, Read, Update, Delete) operations on any eProsecutor Entity (data table). Using this API 3rd party applications can:

- Query the eProsecutor system Entities (data tables) using the API's query language
- Insert, Update or Delete data in any of the tables (provided the 3rd party authentication and sufficient security privileges in eProsecutor to perform these operations).

Features:

- Lightweight and efficient API based on REST and JSON.
- Provides access to all entities in the system, provided sufficient security privileges are set.
- Powerful and efficient tools to query the system using eProsecutor's API Query Language.
- All operations are audited and secured via standard eProsecutor Security

eProsecutor Portal/IVR Integration API

The Portal/IVR API is a SOAP Web Service API which provides functions to perform the following operations:

- Expose eProsecutor Insert Forms to display and submit
- Expose eProsecutor Searches to query eProsecutor
- Accept payments for:
    a. Discovery Payments
    b. Payment Plan Installments
    c. Restitution Payments
    d. Document Download payments

The Portal/IVR API is primarily used by eProsecutorPublic (JTI's public portal application). But it is also used by 3rd party's such as (ATI and nCourt) for their IVR and Web applications to accept payments for Courts.

ECF 4.0 (NIEM) API for eFiling

The ECF 4.0 (NIEM) API provides eFiling Functions implemented at the EFM and CMS level, so they can be consumed by the EFSPs. This is a SOAP Web Service API compliant to the specifications provided by OASIS ECF 4.0. The API provides the following functions:

1. CourtRecordMDEService
   a. GetCase
   b. GetCaseList
   c. RecordFiling

2. FilingReviewMDEService
   a. GetPolicy
   b. GetFeesCalculation
   c. ReviewFiling
   d. GetFilingList
   e. GetFilingStatus
   f. NotifyDocketingComplete

This API is designed to be consumed by any ECF 4.0 compliant EFSP to implement eFiling.

Asynchronous batch processing via File Transfer, Business Rules and Workflow

This API is eProsecutor's feature to handle batch job interfaces via File Transfer, Business Rules and Workflow. eProsecutor's Workflow and Business Rule engines are used to read a variety of file formats including: XML, XL, CSV, Fixed Length from a folder and update the system. Many interfaces to legacy systems, are implemented using this API mechanism.

Some of eProsecutor's API Interface experience

California DOJ	California DMV
EDR	DOL
ATS Red Light Camera	TSI Collections
TRIO	Oracle Financials
Master Calendar (Pro-Tem Billing)	King County Link2Gov
CCIS (Law Enforcement)	CCAP
Formfox drug screening	SCRAM
Nexmo	Laserfiche
Rule (Groovy)	State of Utah eFiling Service Provider
Hexagon Law Enforcement Records (RMS)	Cloverleaf Integration Management Server
Portal/IVR	

Task Name	Category	Resource Names
Interfaces		
Provide a list of interfaces	Interface	Agency
For each interface establish implementation approach	Interface	JTI/Agency
Design, build and test interfaces	Interface	JTI/Agency
Provide documentation for host system interfaces that includes:	Interface	Agency
Business purpose of the interface	Interface	Agency
All the data elements provided by the interface	Interface	Agency
The communication protocol(s) the interface supports	Interface	Agency
Any security needs/requirements for communicating with the interface	Interface	Agency
Identify any other technical risks associated with implementing the interface	Interface	Agency
The projected volume of data to be transmitted	Interface	Agency
Create the Interface Specification Document that includes:	Interface	Agency/JTI
The data element mappings between the two systems and other requirements such as filtering, throttling, queuing, retention period, and resending/republishing of messages	Interface	Agency/JTI
The frequency/trigger at which the interface needs to run	Interface	Agency/JTI
Specifications of the data and transport mechanisms required for the Interface transaction such as:	Interface	Agency/JTI
TCP/IP addresses;	Interface	Agency/JTI
Host and other DNS names;	Interface	Agency/JTI
Ports and firewall rules; and	Interface	Agency/JTI
Secure networking requirements (e.g., SSL certifications, VPN, etc.).	Interface	Agency/JTI
Specifications for monitoring the traffic through the Interface, and reporting requirements	Interface	Agency/JTI
If any middleware that needs to be used to manage the interface transactions	Interface	Agency/JTI
The data flow diagram	Interface	Agency/JTI
Requirements for identification of exception types and exception processing of transactions	Interface	Agency/JTI
Specifications for downtime and recovery strategy	Interface	Agency/JTI
System administrator account provisioning requirements for Interface access and control	Interface	Agency/JTI
Bandwidth requirements based on transaction volumes	Interface	Agency/JTI
Develop Interface Test Plan that includes:	Interface	Agency/JTI
The testing tools used to test the interface	Interface	Agency/JTI
Identification and documentation of relevant test scenarios for the Interface	Interface	Agency/JTI

Test scripts (including test script for reviewing historical data where applicable) for the Interface	Interface	Agency/JTI
The test conclusion criteria	Interface	Agency/JTI
Develop Interface based on the Interface Specification Document that includes all development/configuration changes in the Application	Interface	JTI
Test Interface based on the test scenarios and other conditions specified in the Interface Test Plan document.	Interface	Agency
After any changes required, retest and finalize	Interface	JTI/Agency
AFTER Agency APPROVAL, INTERFACES READY TO GO-LIVE	Interface	Agency

Attachment 6 – Hardware and System Software

eProsecutor can be installed on your servers or cloud-hosted.

Your Servers

We have included an in-house system configuration of hardware and system software that may be suitable for the agency; it also provides for the eProsecutor Public Portal. The system includes fail-over application and database servers that allow uninterrupted access to eProsecutor if the primary servers are down. A duplicate system will probably be required if you want off-site disaster recovery. All can be virtualized using VMWare or equivalent.

Your IT department will want to determine the physical environment and network requirements for the widely used hardware and install the centralized hardware and system software. The basic network requires a minimum 100MB to end-users and a 1G core switching.

Users only need a web browser (Internet Explorer 10+, Chrome, Firefox, etc.) to access eProsecutor and the Public Portal from desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled. eProsecutor is database agnostic; you can use Oracle or SQL which is used by many of our customers.

There are several choices for the hardware. You can purchase/lease equipment at significant discounts or you might already have some of the equipment. eProsecutor supports twain compliant scanners such as Kodak i2800, as well as the Fujitsu fi-5530C, fi-5750C, and fi-6770 models. Consequently, you should use your costs of any additional equipment and system software you need in the planning process.
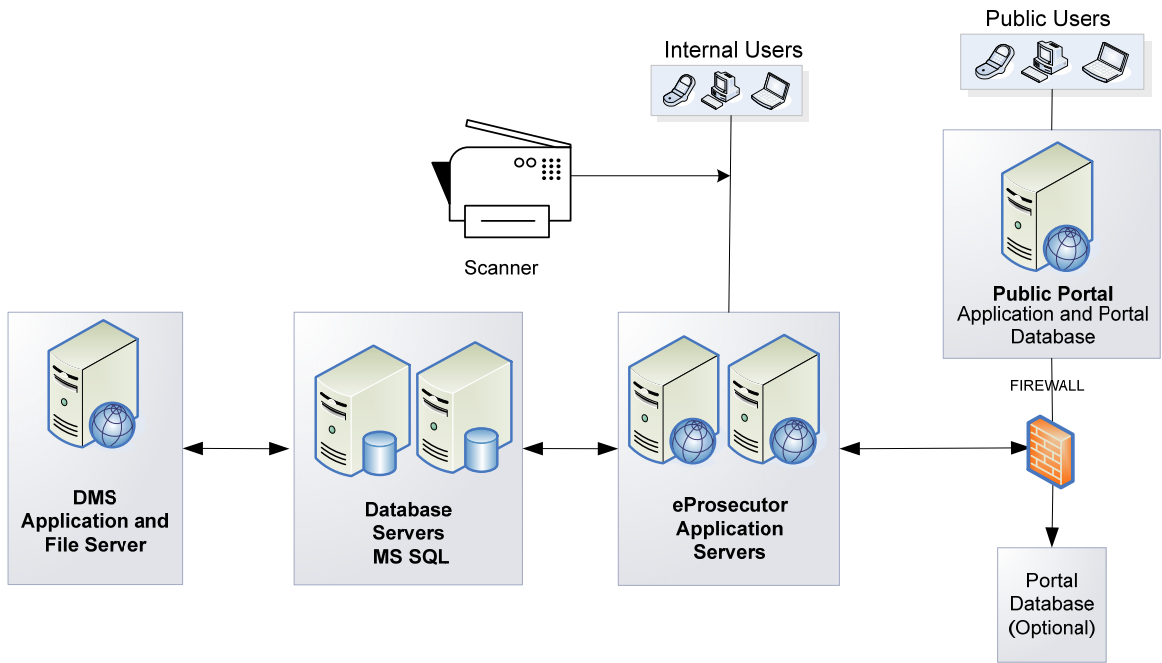
We do not provide hardware and system software and its maintenance and support; it is the IT departments' responsibility to provide, install, maintain and support the hardware and system software. We can assist with the installation.
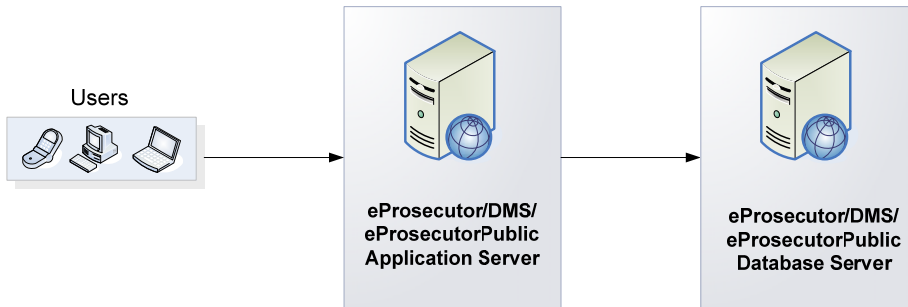
Hosted

Your web-based system can be hosted by Amazon Web Services which is one of the largest cloud hosting company with industry-leading security. Disaster recovery is included in your hosted solution.

We conduct quarterly third-party penetration and vulnerability tests on every hosted customer environment. Tests span discovery, exploitation, brute-forcing and reporting, providing advanced evasion and post-exploitation methods.

Hardware and System Software

Internal Users

Public Users

Scanner

Public Portal
Application and Portal Database

FIREWALL

DMS
Application and
File Server

Database
Servers
MS SQL

eProsecutor
Application
Servers

Portal
Database
(Optional)

DEVELOPMENT, TESTING, TRAINING, AND STAGING

Users

eProsecutor/DMS/
eProsecutorPublic
Application Server

eProsecutor/DMS/
eProsecutorPublic
Database Server

Hardware and System Software

Virtual Server Specifications

		# Machines	Memory GB	# Cores
Production				
	eProsecutor	1	8	8
	eProsecutor DB	1	32	8
Optional	Report DB	1	16	4
	Portal	1	4	4
	Portal DB	1	8	4
Staging/Testing/Training*				
	eProsecutor	1	4	2
	eProsecutor DB	1	4	2
	Portal	1	2	2
	Portal DB	1	2	2
Development*				
	eProsecutor	1	4	2
	eProsecutor DB	1	4	2
	Portal	1	2	2
	Portal DB	1	2	2

* Can be used on demand and can combined into one VM.

Workstation Hardware Configuration

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Any
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Ethernet NIC
Operating system/version	Windows 7 or 8/8/1
Other required software and versions	Browser of your choice. Supported browsers IE 10+, Firefox, Chrome. Java Runtime Environment 7 for printing.
Third-party applications, versions, and purpose	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format).

eProsecutor Architecture

eProsecutor is an n-tier, web-based application developed on Java Enterprise Edition (JEE) platform, an industry standard. A principle reason of choosing JEE is that it provides a superior match of cross-platform flexibility and performance relative to competing application environments. As a result, you can leverage your existing software investments.

The core design pattern of eProsecutor is the Model-View-Controller (MVC) pattern, a proven, established methodology of architecting enterprise web applications. MVC separates design concerns (data persistence and behavior, presentation, and control), decreasing code duplication, centralizing control, and making the application more easily modifiable.

The software architecture consists of the following components:

- *Application Layer:* See below for detailed description of the main Application architecture.
- *Client Layer:* This consists of the various web-enabled devices (desktop PC's, notebooks, iPhones, PDAs, etc.), the browsers installed on them as well as any 3rd party applications installed on them. Since eProsecutor uses standard Javascript/AJAX throughout the application, the clients may use Internet Explorer, Firefox or Chrome on all workstations throughout the organization (including branch offices, etc). On the other hand 3rd party applications can communicate with eProsecutor throw the built-in Web Services APIs (see below).
- *Data Layer:* This includes the relational database (RDBMS) and the storage media supporting it. eProsecutor is database agnostic through the use of the Hibernate framework (details below). eProsecutor does not use triggers, cursors, stored procedures or any other database objects whose functionality may change across database platforms. eProsecutor employs a relational database model with referential integrity strictly enforced. eProsecutor indexes the baseline fields needed for general use. However, due to the configurable nature of eProsecutor, system administrators are free to create indexes on additional fields as they see fit.

Application Layer Architecture

The Application Layer is composed of many modules, such as the data access layer, customizable metadata, security, configurable screens and searches, workflow, business rules, conditions, cash receipts, assessment engine, calendaring, minutes, directory, reports, document management, dashboard, etc. Below is a brief description of some of the most important modules that make-up eProsecutor's architectural back-bone.

- ➤ *Data Access* – The Data Access module is the lowest layer in the application and is in charge of handling all communication with the DBMS. eProsecutor uses the prominant open source Hibernate framework as the main method for query execution and persistence management. Hibernate manages the connection to the database and provides object/relational persistence and query services. The use of Hibernate also ensures that eProsecutor is database agnostic – it can run on Microsoft SQL Server, Oracle or MySQL.

Hibernate also provides other important performance benefits such as built-in entity and query caching.

➢ *Metadata* – Customizable Metadata is an abstract layer right above the Data Access layer and is in charge of providing information about all the entities in the system to other modules such as Screen Builder or the REST API. This module enables clients to extend eProsecutor baseline tables (entities) and add completely new fields, tables and relationships to the system without the need of additional development or eProsecutor upgrades. This functionality allows clients to exactly meet their present and future data requirements. All the features provided by other modules, such as the Screen Builder, the Searches or the REST API, are equally available for these custom entities as they are for built-in entities.

➢ *Security* – See below in the security section.

➢ *Screen Builder* – The Screen Builder is one of the most often used administrative tools in the system. It not only gives clients control of the data being displayed on case-management screens, but also provides functionality to display the data in different views and styles (columnar vs. tree, grouping, different colors and icons, etc).

➢ *Searches & Reports* - eProsecutor ad hoc reporting is done through it's powerful configurable searches. eProsecutor searches are built using eProsecutor's custom search builder. The search builder provides an easy to use user interface for constructing both the search criteria and search results. Building searches does not require database knowledge and can be done in real time. Users can save commonly used search criteria, these "saved searches" can be displayed on the user's dashboards where they can be opened or run in one click. Each criteria field can be filtered using various operators, such as equals, greater than, less than, soundex, contains with wildcard support, and many more. Date differences, day of week, month, year, and other standard date functions are available when building criteria   and   results.

From the search results users can select multiple results then execute bulk operations, such as reschedule event, update cases, update addresses, adding of attorneys, etc. The user can easily sort the search results by clicking the column headers and pagination size of the results can be controlled user. Search results can also be exported in multiple formats, including: Excel, XML, CSV, PDF, and RTF.

eProsecutor searches can be made into drill down searches by grouping on various search results. When grouping various aggregate functions are available, for example: averages, counts, maximums, minimums, and summations. Result data can also be pivoted to more advanced layouts.

In cases where searches can provide the desired report, eProsecutor also has a built-in support for Jasper Reports and Crystal Reports engines. These engine makes it possible to design professional looking reports, then register the report in eProsecutor which can then be run against the live data or on the reporting database.

In addition to on the spot execution of reports and searches they both can be setup on a schedule (ex: weekly, monthly, annual, etc.). eProsecutor will automatically run these scheduled report / searches then the results will be emailed of posted on the appropriate user's dashboard.

➤ *Conditions & Business Rule Engine* – eProsecutor condition engine is a custom, forward chaining processor built using a "best practices" approach for processing production/inference rules. These types of rules are used to represent behaviors of the type IF condition THEN action. For example, "IF pending charges still exist, THEN the case cannot be disposed". The key aspect of the business rule engine is that through a web administrative interface, clients can create and manage business rules in real-time without changing the underlying code.

eProsecutor also contains a complete business rule engine. This engine allows for easy management of custom rules. eProsecutor includes standard business rules for automatic notice generation, automatic scheduling, official assignment, and many more. Users can modify these existing rules or create new rules using the user-friendly Groovy scripting language. Also, eProsecutor interface allows for rules to be executed in test / debug mode, for   rapid   development.

➤ *Workflow Engine* – eProsecutor's workflow engine allows for the processing of business procedures or "workflows" during which information or tasks and documents are passed from one participant to another in a way that is governed by rules or procedures. The workflow processor has complete access to the business rule engine to carry out all automated functions. By design, the workflow engine can exist on separate, dedicated clustered servers to increase efficiency.

As an example of workflow, courts are increasingly accepting electronic filings from both the bar and the public. In eProsecutor, an electronic filing can be directed to a work queue where the filing can be reviewed and accepted by a staff member. Upon acceptance of the filing and the cashiering of the filing fees, the filing can be directed to a case creation queue where the case would be initiated; a judicial officer assigned and a hearing scheduled; the appropriate notices generated; and the original filing and the notices posted in the electronic case file in the document management system. Should the case require proof of service prior to the hearing, an item can be created in a work queue to verify that the filing party has provided it. This is a superior alternative to the customary setting of an OSC, which then has to be vacated when the proof of service is filed, thus avoiding the additional work involved as well as the potential difficulty if the proof of service is misfiled.

eProsecutor also includes a workflow management console, which provides a complete view of all tasks inside a work queue and allows for modification to a single task or multiple tasks at once. Each work queue management screen contains a summary at the top of the page that details all open tasks for the queue along with the following: number of high priority tasks, number of unassigned tasks, number completed today, number received today, number past due, number due today, number due tomorrow, number due in two to

three days, the number of tasks aged fifty to seventy-five percent, number of tasks aged over seventy-five percent, and how the queue is performing compared to the pre-configured tolerance levels. The statistics are provided for the entire work queue and also broken down by individual participating in the queue.

➢ *Web Services and API* – See Integration.

➢ *Dashboard* - The dashboard consists of multiple gadgets. Each user in the system can choose what gadget they wish to display on their dashboard and how they are organized. The gadgets can be organized in several layouts. eProsecutor also has built in user based color schemes, enabling each user to choose look and feel they are most comfortable with. Gadgets can be rearranged by simply dragging them into position. Some of the currently supported gadgets are: saved searches, assigned cases, upcoming events, recent cases, embedded reports, work flow assignments, court news, recently archived reports, embedded calendar, notepad, etc.

eProsecutor dashboard is complete implementation of java portlet specification (JSR-168). The dashboard implementation based on an open standard allows for rapid development of future gadgets and allows for clients extend eProsecutor's dashboard and develop their own gadgets.

Virtualization

On the server side eProsecutor can run on bare hardware, as well as inside Virtual Machines, such as VMWare or Microsoft HyperV. eProsecutor could also be fully hosted on the cloud such as Amazon's   AWS.

On the client side, since the main requirement is a simple web browser such as Internet Explorer or Chrome, the users' Desktop environments could be virtualized in to fit the court's IT infrastructure.

Security

eProsecutor has constructed a sophisticated security paradigm based on the Spring Security Framework (http://www.springsource.org/spring-security). This approach allows administrators to design their own flexible operational hierarchies of security levels using criteria such as agency, case type, role, etc.

All application objects (system functions or tasks, cases, business rules, forms, reports, etc) are passed through a security audit to check user privileges before proceeding with a transaction. Additionally, eProsecutor allows for a number of sensitivity settings for case data including private, sealed confidential, and medically sensitive. Other points concerning security:

- eProsecutor supports multiple methods of authentication, including Microsoft Active Directory and LDAP, Single Sign-On, OAuth2. eProsecutor also supports Remember-

Me authentication, which allows the user to forgo the login prompt for a period of time when logging into eProsecutor. Two-factor authentication is also supported.

- Multiple configurable password policies are supported, such as expiring passwords after [n] days, not allowing password reuse, minimum length and other strength measurements of passwords, etc. Password resetting is done through configurable secret questions. Passwords are never sent through email or any other means; they are only reset based on one-time tokens.
- An administrator defined timeout period can optionally cause the system to disconnect users who have been inactive for a set period of time.
- eProsecutor validates that web application inputs to prevent against SQL injection or cross-site scripting attacks.

The following concepts are used in eProsecutor's security:

User: A user is anyone who has access to the system. Users are authorized to perform tasks based on the group they belong to. Additionally, Access Control Lists (ACLs) can be used to grant special permissions to individual users.

Group: Groups are collections of users. Every user must belong to a group but cannot belong to more than one group. All rights ("Authorizations") to perform tasks are set at the group level. [1*]

Authority: Authorities are defined by the system administrator and determine the access rights to resources (such as URLs, Tasks, Forms, etc.). Then groups are granted authorities. Each group can have multiple authorities granted to them.

Seals: Cases or documents can be sealed by inserting a seal record into the case or document. In addition to permanent seals, eProsecutor supports sealing for a limited period of time by setting their start and finish dates.

The court administrator can add permission to access sealed cases and documents to an existing authority or to an authority specifically created for this purpose. Then that authority can be granted to a user (through the user's group). Users with such authority can access sealed cases and documents.

Access Control List (ACL): ACLs are used for handling instance (or record) level security. Each secured object in the system may have an ACL. Objects can inherit ACLs from their parent objects (e.g. a Sentence can inherit ACLs from its parent Charge).

Security Rules: In cases where special security requirements cannot be satisfied with the built-in security methods, eProsecutor provides hooks for writing custom business rules granting or denying access for specific situations.

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1 However, users of a group may not always have the exact same permissions to a resource because ACL entries may give them special permissions.

Access Levels: Access levels are another way to handle instance (or record) security and might be easier to configure and use than ACLs. Each authority in the system can be configured with a access level from 0 to 50. Each secured object can also be assigned a security level from 0 to 50. eProsecutor will then check and prevent access to an object if the user has no authority with high enough access level for the corresponding object.

URL security: eProsecutor also allows securing any page in the system based on its URL. This is perhaps the easiest way to configure security to prevent unauthorized access to certain areas of the application. For example, it can be used to prevent non-administrator users from ever getting to administrative pages.

Encryption

- *Communication* – To ensure full end-to-end encryption of all communication between eProsecutor and the clients (either users' workstattions or 3rd party applications), eProsecutor should be run under https. It is our strong recommendation to run eProsecutor with only with https protocol enabled. The eProsecutor Installation Manual provides detailed step-by-step instructions on how to correctly configure the TLS/https settings for eProsecutor.
- *Passwords* – To ensure that passwords will not be lost even in the event of a data breach, eProsecutor saves the user passwords in the database using the strong BCrypt hash algorithm. This algorithm incorporates additional features (such as built-in salt and variable number of rounds) that makes it resistant to brute-force attacks.
- *Other Secrets* – To provide interoperability with external services such as Microsoft Exchange or Google Calendar, eProsecutor allows the users to save their passwords for these system as part of their user profile in eProsecutor. These passwords are encrypted in the database using the standard *PBEWithMD5AndDES* algorithm. The master password for this encryption algorithm can be saved in a protected storage provided by the host operating system. The master password can also be rotated periodically by the system administrator to provide additional safety for these saved secrets.
- *Encryption for data at rest* – eProsecutor can encrypt specific database columns on demand. However eProsecutor itself does not provide ways to encrypt the entire database. The vendor of the DBMS can provide options for encrypting the entire database or the database can use disks encrypted by the host operating system.
- *Encryption of documents* – When using eProsecutor's built-in Document Management System, the actual document files are stored on the filesystem. eProsecutor does not currently encrypt individual documents. If document encryption is necessary, the document storage can be configured to use a disk or folder that is encrypted by the host operating system.

Installation, Upgrades and Maintenance

eProsecutor comes with a detailed installation manual, with step-by-step instructions of all aspects of the setup process.

We provide (i) quarterly service level releases which also includes patches and some bug fixes and (ii) an annual release of a new version. The upgrades in versions are deployed as "war" files, which

contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eProsecutor and do not affect any custom changes made for a particular client, so any configuration made by you will remain intact.

Auditing, Monitoring, Logging

Audit Logs and Version Tables: The audit-logging feature in eProsecutor is an essential part of the administration of the system. eProsecutor provides full audit-logging capabilities for all the domain objects. The database contains version tables for each entity, where the modification of the data ("Create", "Update", "Delete") is recorded. This includes information about the user, the time, the action that was performed ("Create", "Update", "Delete"), the name and the record number of the affected entity, the IP number of the client browser, etc. Additionally, these changes are grouped by database transactions, that they were part of. The version tables are useful not only for auditing purposes, but also for recovering accidentally changed or deleted information.

Application Logs: As part of normal operations eProsecutor writes lots of log messages (error, debug, info, warning) into log files. The log files are important for troubleshooting issues that are not easy to reproduce. The log files are restricted in size and in number, and are automatically rotated by eProsecutor. These ensures that there will be enough information in the log files when needed and also allows controlling the amount of space the log files will take on the disk. Similarly, the application also generates access log files, that contain information about the time and the duration of access as well as the resource accessed.

eProsecutor also logs and keeps track of other metrics during normal operations. For example all searches, reports, business rule executions are logged into appropriate database tables, including detailed timing information. This type of logging is useful both for auditing, but also for finding out slow running searches, reports or rules, and give us the opportunity to optimize them. They also provide a good way of detecting system performance regressions over time or from version-to-version.

Monitoring: eProsecutor has built-in tools for self-monitoring, such as system memory or CPU use. However, it's typically better to use 3rd party tools for monitoring the system externally, as they provide a more independent view of the system. There is a vast selection of 3rd party tools – both free and commercial - to monitor a standard Java web application running under the standard Tomcat application server. All of these tools can be directly used with eProsecutor. We are also working with independent vendors that can provide monitoring both for our cloud solutions as well as courts who are hosting on their own.

Peter Daum   Product Owner

Experience Summary

Information technology executive with a proven record of success in growth-oriented businesses in a variety of industries. Has managed operations and information services departments and developed and implemented long-term business plans. Extensive experience in new product development and the design, implementation, and project management of new applications.

Employment History

Journal Technologies
2009-Present

Project Manager/Implementation Consultant
Gathers user requirements and configures screens, business rules, and work flows for court case management system. Develops web-based portal and electronic filing applications. Currently engaged in providing subject matter expertise and Product Development assistance to the eDefender and eProsecutor products.

Daily Journal Corporation
2002-2009

Director of Information Services
Leads software development and network management teams by planning, designing, and deploying new software and network solutions. Implements security and disaster recovery solutions and controls for Sarbanes-Oxley compliance. Replaced legacy client-server applications with web-based application service provider solutions, including primary production software for editorial and advertising departments. Designed and deployed custom document imaging solution resulting in significant increase in productivity and reduction in consumables and maintenance costs. Upgraded aging corporate wide area network infrastructure, servers, workstations, and productivity applications. Managed the construction of new office building and data center.

Journal Technologies
1999-2002

Software Project Manager
Managed software teams to develop electronic filing, electronic data interchange, cash management, and universal fine calculation modules. Developed user requirements, created project plans, managed project timelines and budgets, and provided leadership to keep projects on track and within scope throughout the software development life-cycle.

Millennium Health Card, Jacksonville, FL
1997-1999

Vice President of Operations

Directed operations and customer service departments for start-up membership discount program focusing on health care market segment. Managed provider network and member directory publication. Managed operations activities to enable new product launch in just over one year. Designed customer service management system and operational processes necessary to support transactions and settlement over VISA network. Analyzed direct marketing responses to create fulfillment and customer service staffing plans.

Ideon Group, Jacksonville, FL
1994-1997

Vice President and General Manager

Responsible for planning, development, and launch of two new consumer services for a $200 million direct marketing company with over 13 million customers. Managed $20 million marketing budget and 100 employees. Developed business cases, customer service strategy, and negotiated technology and vendor contracts. Directed the creation and execution of marketing and customer acquisition programs. Established national network of product service providers.

AT&T Universal Card Services, Jacksonville, FL
1990-1994

Information Services Manager

Developed information technology business and financial plans and internal controls for start-up credit card issuer, supporting growth to 16 million customers and 3,000 employees. Established performance metrics and quality standards for Information Services Group. As member of cross-functional rapid prototype team, developed and tested new products. Directed reengineering and quality assurance efforts utilizing statistical process control, benchmarking and process improvement methods to improve the effectiveness of technology and marketing initiatives.

Education and Training

Bachelor of Science in Business Administration (Finance), California State University

Tyson Harding   Consultant

| **Journal Technologies** | **2011-Present** |

Project Manager   *July 2014 - Present*

- Ensure delivery of services to customer
- Monitor project and company metrics for success
- Conduct and participate in project kickoff and status meetings
- Gather and Evaluate new project specifications
- Review contracts
- Transition customers from implementation to support department
- Manage budgets and schedules for multiple simultaneous projects
- Provide technical assistance
- Assist in data conversion requirements and collaboration with 3rd party contracted vendors
- Utilize skills learned as a Project Implementer and Business Intelligence Developer

Project Implementer   *October 2012 - June 2014*

- Oversaw delivery of contracted products and services to customers
- Interacted with customers as a primary representative for New Dawn
- Conducted onsite and online software training and demonstration
- Updated documentation and project portfolios
- Conceptualized creative solutions for solving business needs and customer workflows
- Communicated effectively with a lot of different groups and people
- Balanced multiple simultaneous projects - Improved skills obtained as a Business Intelligence Developer

Business Intelligence Developer   *May 2011 - October 2012*

- Developed reports using SQL Reporting Services
- Designed XML-based data views
- Built database-linked templates for document automation
- Created business rules using a Windows Workflow Foundation plugin
- Gathered report and document specifications with project team members
- Maintained timelines and deadlines of multiple simultaneous projects
- Collaborated with project team members on the needs and statuses of each project deliverable

Frozen Supervisor

- Supervised the day-to-day operations of the Frozen Foods department
- Implemented all company polices, budgets, and operating procedures
- Monitored inventory, sales, and product purchasing/orders
- Maintained employee and department schedules

LANGUAGES

English (Native or bilingual proficiency)
Spanish (Professional working proficiency)

SKILLS AND EXPERTISE

SQL	T-SQL	Microsoft SQL Server; SSRS	HTML	XML
ASP.NET	C#	Agile Methodologies	Visual Basic	Project Management

Education and Training

Master of Science and Bachelor of Science in Management Information Systems from Utah State University, Jon M. Huntsman School of Business

Scott Monchunski   Conversion Lead

Journal Technologies   **2005 – Present**

Solutions Architect

- Design and Develop eCourt Case Management business rules and workflow to support Civil and Criminal Case Management configurations and interfaces. Heavy usage of XML and SQL to support development, data migration and conversion activities from legacy systems into eCourt.
- Design and Develop SUSTAIN Justice Edition interfaces based on Microsoft C# and .NET technologies and Microsoft SQL server. Heavy usage of XML and XSLT to support development, data migration and conversion activities.
- Project Management responsibilities to support software development and implementation requirements.

Lead Developer of development for the following interfaces:

- SUSTAIN Web Services - Building on the broad acceptance of XML, SUSTAIN Web Services (SWS) are applications that use standard transports, encodings and protocols to exchange information. The SUSTAIN Web Services enable external computer systems on any platform to communicate over the Internet with support for end-to-end security, reliable messaging, and more. The SUSTAIN Web Services expose SJE functionality in a simple to use format by wrapping the complexities of the SJE Application Interface (API).
- DA Star - The purpose of the DA Star interface is to maintain Star (the case management system for the District Attorney's office) data from court actions pertaining to DA-Initiated and relevant Direct File cases. All case detail is updated in a bi-directional format, supporting updates from both systems.
- Courtroom Session - This interface downloads and uploads case information into Courtroom Session. A COBOL application that runs as a standalone session on a desktop computer in each courtroom, to capture courtroom events for criminal court cases, update court case management information, and produce printed Minutes/Minute Orders for immediate distribution in the courtroom.
- Jail - The outbound, SJE to Jail CMS+, interface shares arrest, booking and release information, charge information and pending court appearance dates.
- CLEWs - This is an interface that pulls warrant and probation information from SJE and exports it to external systems.

3t Systems   **2002 – 2005**

Principal Consultant

- Direct all phases of software development and implementation lifecycle for multiple projects simultaneously, leading teams of 4 to 30+ and managing budgets of up to $3M. Liaise closely with clients throughout development and implementation process, managing client's expectations and building strong relationships. Determine project

scope, create detailed implementation plans, and coordinate team functions to ensure timely completion. Procure appropriate resources project needs. Conduct risk management and mitigation sessions in order to determine and proactively resolve any potential issues.

- Interface with internal/client management and department heads to develop strategic business plans and deliver project progress/budget updates. Conference with management and project teams in resolving complex issues and ensuring quality deliverables. Conducted on site and virtual meetings with clients, conveying complex technical concepts in terms easily understood by non-technical business audiences. Build relationships with vendors in order to provide custom solutions for clients.

Logistics Manager

- Charged with managing environments for all development and subsequent client environments for Mortgage Cadence. Actively designed, implemented, and supported 50+ internal environments and environments for 10 external 3T customers. Acted as main point-of-contact for all clients, vendors, and internal management for all internal development efforts. Also provided client support personnel with systems training, support and troubleshooting.

SUSTAIN Technologies   2001 – 2002

Development Lead

Developer lead on SUSTAIN XAP, a highly configurable n-tier application based on the Microsoft DNA Architecture. The application layer utilized Windows 2000 Advanced Server with IIS fulfilling the web server role and MTS providing the management of system transactions. The XAP engine utilized VB/COM to provide the application core functionality. The system was designed to be database agnostic with ADO used to provide database connectivity. XML was used extensively throughout the application both for configuration and transfer of data. The XAP engine performed data transformations, business rule validations, and generation of SQL by heavily utilizing XSLT on the XML based messages.

Interlink Group, Inc.   2000 – 2001

Senior Developer

- Senior contract consultant developing and implementing Microsoft based solutions using: Windows 2000 Server, Visual Basic 6.0, SQL 7.0, COM+, MSMQ, XML, and IIS. Responsible for project management of the contract and provided key client communication as well.
- Technical Team Lead for SUSTAIN Case Management System, with emphasis on Time Standards, DMV, DOJ and JBSIS interfaces.

Technical Competencies

- Microsoft: SQL Server, Project, Project Server, Visio, Access, Word, Excel, PowerPoint, .NET, C#
- Microsoft Windows XP, 7, Server 2003, Server 2008
- XML, XSL, XSD, XSLT
- Pervasive Btrieve Database

Education and Training

Bachelors of Science in Information Systems from Arizona State University

Ruth Heron   Consultant

Professional Experience

Ruth has over 5 years of experience in managing multiple concurrent projects. Extensive knowledge executing multifaceted projects ranging from third-party payment systems integration to configuration system redesign. Highly skilled in needs assessment, quality assurance, communicating deadlines and completing projects under budget. She can successfully demonstrate and provide consultation on, our software suite.

Employment History

Journal Technologies   **January 2017-Present**

Project Manager responsible for conducting and participating in kickoff and status meetings. Performs administrative training of our case management software as well as system configuration using a built-in user interface including forms (screens), searches, and workflows. Creates business rules within the software and gathers specifications for data conversion. Actively works on document/report specification development and review. Architect solutions of the core needs and business processes faced by prosecutors and public defenders.

University of California Los Angeles, Blum Center   **October 2016 – January 2017**

Program Manager responsible for all aspects of assigned projects throughout the development project lifecycle including project scope, schedule, resources, quality, costs and change. Develop and maintain detailed project plans to include milestones, tasks, and target/ actual dates of completion. Revise project plans as appropriate to meet changing needs and requirements. Prepare and submit project status reports to management and stakeholders. Develop process workflows as it relates to assigned projects and/ or to support internal process improvement initiatives.

Molina Healthcare   **May 2015 – November 2016**

Project Manager responsible for intermediate to large scale projects and project teams made up of internal and external resources to deliver business solutions and services to the department. Close interaction with internal staff, external corporate departments, and Health Plans to define the project parameters and develop detailed project documentation to include business requirements, project plans, project schedules, workflow solutions, and project status reports/ communications. Able to assimilate and articulate business solutions and project approaches.

University of Southern California, ISI   **July 2013 – July 2015**

Project Associate responsible for scheduling and conducting research project meetings to include logistics, agendas, and meeting minutes. Overall responsibility of project deliverables.

Education and Training

December 2011 – MS Office Certified Specialist (Word, Excel, PowerPoint)
July 2011 – Project Management Course Study from California State University Dominguez Hills

Owen Wolf Consultant

Experience Summary

· Practiced Agile, Scrum, and Object Oriented development
· Version Control, Git, SVN, Jira, Confluence
Web:
· PHP, Perl, JavaScript, AJAX, HTML5, CSS3, ASP.NET
· SOAP / REST APIs, WordPress, Bootstrap
Database/Markups
· MSSQL, MySQL, XML, JSON
Network & Operations
· IIS7, Windows Server, Linux, Apache, Nginx, UNIX shell
· CCNA & AWS DevOps Associate Certified
· Cloud, local, and hybrid server management and migration
· Maintenance of classified tactical SIPRNet, hardware, software, and cryptology equipment

Employment History

Journal Technologies **May 2016-Present**

· Worked with Tomcat, Maven, Java, JavaScript, Groovy, Velocity & XML
· Met with public defender and prosecutor offices to determine and meet project requirements
· Manage SQL databases and data conversion from Oracle, MySQL, and other databases
· Administer Linux and Windows hybrid systems with a wide range of services such as SFTP, SSL, Active Directory

Full Stack Independent Contractor **September 2012 - May 2016**

Paralegal and Computer Support Specialist. While performing duties associated with being a paralegal in a busy criminal law office setting. Implementation and Project Management consulting services, Customer implementation and end-user training lead for JustWare implementation for the statewide Office of the Public Defender.

Intern Web Developer Saint Cloud Technical College **January 2014 – August 2014**

- Worked with Linux, Windows Server, PHP, Perl, MySQL, HTML, CSS, JavaScript
- Assisted the head developer by completing smaller projects independently while simultaneously learning new programming languages and technologies.
- Met with department heads that -requested application development for http://sctcc.edu to ensure applications met their --requirements and were easy to use for the end user

Education and Training

2017 – California State University Los Angeles - Computer Science & Biochemistry

Niyati Mihir Naik   Consultant

Journal Technologies   **April 2016- Present**

Implementation/Configuration
- Develop and configure customer implementations on the eCourt platform. This includes creating custom forms, workflows, business rules to enable the customer to increase productivity and improve workflow.
- Build Jasper reports using SQL Queries
- Install and configure Portal on the customer's server as per customer's requirement

Nodus Technologies, INC. (Anaheim, CA)   July 2015 – March 2016

Software Support Engineer
- Maintain an in-depth knowledge of the current version of all Nodus products, including installation/configuration in a relatively short period of time
- Maintain a basic working knowledge of the current versions of products that Nodus products integrate with, and a more in-depth knowledge of the specific areas/modules to which Nodus products integrate
- Logs and tracks calls using problem management database, and maintains history records and related problem documentation.
- Interviews user to collect information about problem and leads user through diagnostic procedures to determine source of error whether problem is caused by hardware or system setup
- Handles problem recognition, research, isolation, resolution and follow-up for routine user problems, referring more complex problems to supervisor or development staff
- Provide customer support and working through issues/questions with the customers. Phone support often requires me to think visually to envision what clients see on computer screen as they describe user problems. I must also be able to relate support calls to business process in which our products are being used.
- Provide standard training on Nodus products in a manner that will allow the customers to gain the knowledge they need to successfully use Nodus products
- Provide professional services for product implementations
- Provide market research and input on product functionality on a regular basis based on customer and product interactions

SKILLS AND EXPERTISE
MS SQL, Groovy, Velocity, C++, JAVA, QA testing using QTP

- B.S. from Louisiana State University (Baton Rouge, LA) in Computer Science / Minor in Business Administration
- A.S. from Baton Rouge Community College (Baton Rouge, LA) in Computer Science / Certificate in General Studies

BIDDER PROPOSAL RESPONSE

REQUEST FOR PROPOSAL

SANTA BARBARA COUNTY DISTRICT ATTORNEY

PROSECUTOR CASE MANAGEMENT SYSTEM

By:

JOSE ALVAREZ, Information Technology Manager
Santa Barbara County District Attorney
312-D East Cook Street
Santa Maria, CA 93454
jalvare@co.santa-barbara.ca.us

> **NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Any Bidder who requests to have this RFP in electronic format may send an email request to:

jalvare@co.santa-barbara.ca.us

Please deliver your submittal package by the submittal deadline of 3/1/17 at 2 P.M. Pacific Time to:

County Purchasing Division
105 E. Anapamu Street, Room 304
Santa Barbara, CA 93101-2070

Appendix A

PURPOSE/BACKGROUND

The County of Santa Barbara Purchasing Department on behalf of the Office of the District Attorney (DA's Office) is seeking proposals from competent solution providers qualified in providing a Prosecutor Case Management System (CMS) for the County of Santa Barbara's DA's Office.

The DA's Office is comprised of about 138 employees which serve the more than 400,000 residents across the vast 3,789 square miles that make up Santa Barbara County. The DA's Office processes over 22,000 criminal cases each year across 3 offices in different geographic locations.

The DA's Office currently uses a vendor supported applications to meet its case management needs. The primary CMS, Courtview's DAMION, was purchased in 1998 and received its current version update (v4.3.0.468) in 2016. It uses a client-server based user interface with a proprietary forms and reports using the Oracle database backend.

The DA's Office is soliciting Proposals for a comprehensive CMS. The CMS must be a complete prosecutor's office case management system providing the ability to manage, process, track and evaluate the following types of case functions: Criminal (Adult and Juvenile), Victim/Witness, Civil, Asset Forfeiture, Restitution, Welfare Fraud, State Prison, DOJ Grants, Administrative, and Investigations. The system shall also provide a means for trial management, event tracking, discovery management and compliance, subpoena service tracking, evidence tracking, data exchange with criminal justice partners, and financial transaction recordings. Prospective bidders are responsible for having full knowledge of prosecutor processes and issues affecting the completion of this project.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

INTRODUCTION

1.   *INTRODUCTION*

1.1.   **RFP -** The County of Santa Barbara, through its Purchasing Division (herein "Purchasing" or "County") hereby gives notice of the opportunity to submit replies to this RFP to provide a **Prosecutor Case Management System** for the County of Santa Barbara District Attorney (herein "County").

1.2.   **DEFINITIONS -** We will speak with you relatively informally throughout the RFP in order to help the process be a little more human and friendly. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document.

1.2.1.   **WE / US / OUR** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

Purchasing - the Purchasing Division of the General Services Department, including its Purchasing Manager (also known as Purchasing Agent) and staff of professional Buyers.

Department/s or Office - The County department/s or Office for which this RFP is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - the County employee assigned as your primary contact for interaction regarding Contract performance.

1.2.2.   **YOU / YOUR -** These terms refer to all recipients of this RFP. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Responder, Vendor or Responder may have. We'll be specific whenever it seems warranted.

Responder – All entities which may provide requested information on a project and/or service.

Vendors - All business entities which may provide the subject goods and/or services.

Responder - Any business entity submitting a Reply to this RFP. Vendors which may be invited to respond or which express interest in this RFP, but which do not submit a Reply; have no obligations with respect to the RFP requirements.

Supplier/Contractor - The Responder who's Reply to this RFP is found by Purchasing to suit the best interests of the County. Supplier may be selected for conditional award and will enter into an agreement for provision of the goods and/or services described in the RFP.

1.2.3.   **RESPONSE -** refers to the entire process we're embarking on here. It includes the RFP, the Reply, and any other related activities and documentation until the award is consummated.

1.2.4.   **RFP -** includes this document, and any related attachments or amendments.

1.2.5.   **REPLY -** is the document submitted according to the RFP instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or of responses to our written request for clarification.

1.3.   **QUESTIONS OR REQUESTS -** During the RFP response period, each Responder must direct any and all questions or comments regarding the RFP to: Jose Alvarez at jalvare@co.santa-barbara.ca.us
Alternate contact for Purchasing related questions: Masoner@co.santa-barbara.ca.us
Only written communications signed by a County representative may be considered valid. Responder may not consider any oral instructions as an official instruction.

1.4.   **RESPONDERS CONFERENCE –** There are no plans to conduct a Responders Conference or site visit

1.5.   **RESPONDER RESPONSIBILITY -** We expect you to be thoroughly familiar with all specifications and requirements of this RFP as identified in this document. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RPP. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the RFP unless you have stated a deviation in accordance with Section 5.1.1. Deviations we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. ***If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration***

1.6.   **SCHEDULE OF EVENTS:**

Release of RFP ....January 30, 2017

Submittal Deadline & RFP Opening: ....3/1/2017 at 2:00 P.M. Pacific Time

1.7.   **COSTS INCURRED IN RESPONDING** – All costs and expenses relating to the preparation, production, handling, reproduction, administration of the reply and its submission are to be borne solely by the Responder. All records, documents and information collected and/or maintained by others in the course of the preparation of this reply shall be made accessible to the County for purposes of inspection, reproduction, and audit without restriction. Responder shall agree that the County may audit, examine, and copy any and all books, records and information relating to the proposed Responder's services at no cost to the County. Also Responders must maintain all records until a successful Provider has been announced and/or an Agreement has been awarded.

1.8.   **CONFIDENTIAL AND PROPRIETARY DATA** – All material received relative to this reply will be kept confidential until such time an award is made. It then becomes public information. If any part of your reply is to remain confidential, the Responder must so clearly identify and place this information in a separate envelope. Any information, confidential or otherwise, required for the evaluation of the RFP and resulting in any subsequent award to the successful Responder, would be public information.

Responder shall safeguard all information and data provided by the County. Further, Responder shall not sell or make available data or mailing lists compiled from data received from the County

without the express written approval of the County and without appropriate remuneration to the County.

1.9.   **AWARD -** Award may be made to the Responder(s) whose offer is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County and, as such, will not be determined by price alone.

The County expressly reserves the right, in its sole judgment, to award the RFP without discussion with the Responders relative to their replies.
The County expressly reserves the right, in its sole judgment, to accept or reject any or all replies, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the reply(s) which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of other evaluation factors set forth in the RFP.

1.9.1.   **REPLY EVALUATION -** Our sole purpose in the evaluation process is to determine from among the Replies received which one(s) is best suited to meet the County needs. Any final analysis does not imply that one Responder is superior to another, but simply that in our judgment the Supplier selected appears to offer the best overall solution for our current and anticipated needs.

Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. *Discovery of any material misstatement of fact may lead to disqualification of a Responder or to cancellation of any resulting Contract.*

Your pricing must be held firm per the terms of this RFP, but may be adjusted downwards anytime.

The County will evaluate all replies submitted. The County may also work with Consultant(s) who are subject matter experts to assist in the evaluation of replies; however, Consultant(s) will not participate in the scoring of the submitted replies. The County may make the selection of the Responder(s).

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a reply confers no rights upon the Responder nor obligates the County in any manner. The County reserves the right to award no Agreement and to solicit additional offers at a later date.
Each Responder, by submitting a reply, agrees that if the County accepts its reply, such Responder will furnish all items and services upon the terms and conditions in this RFP and any possible subsequent Agreement. Responder replies that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Responders may be disqualified and the reply may be rejected by the County for any of, but not limited to, the following reasons:

1. Failure to properly complete the reply

2. Evidence of inappropriate collusion among the Responders submitting the replies

3. Failure to comply with the specification requirements

Trade secrets must be clearly marked and identified as such. All such trade secrets will be subject to such disclosure as is required by the California Public Information (Open Records) Act. The Responder agrees at its expense to protect the County from claims involving infringement of patents or copyrights. The County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any response. The County also reserves the right to inspect the

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Responder's Agreements with its suppliers before making any award for the purpose of ascertaining whether the Responder has the necessary operational systems in place for performing any possible Agreement. The County may also consult with clients of the Responder during the evaluation of replies. Such consultation is intended to assist the County in making any possible Agreement award, which is most advantageous to the County. No reply shall be marked "Proprietary", "Confidential", or in any other way to prohibit public record requirements.

1.9.2. **COMPETITIVE NEGOTIATION OF REPLIES -** The Responder is advised that under the provisions of this RFP, the County reserves the right to conduct negotiations of the replies received and the County reserves the right to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:

1. Negotiations will only be conducted with potentially acceptable replies. The County reserves the right to limit negotiations to those replies which received the highest rankings during the initial evaluation phase.

2. Terms, conditions, prices, methodology, or other features of Responder's reply may be subject to negotiation and subsequent revision. As part of the negotiations, Responder may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the reply.

1.9.3. **WITHDRAWAL/MODIFICATION OF REPLIES -** Responder may modify its reply by submitting a letter to the County Purchasing Division at any time prior to the Reply Due Date.

1.10. **ACCEPTABILITY** – The County reserves the sole right to determine whether or not materials, equipment, or services are acceptable for County use, and whether substitutions are of equal or better quality than that specified.

1.11. **CONTRACT EXECUTION -** This RFP and the Responder's Reply (pertinent sections) will be made part of any resultant Contract and will be incorporated in any possible Contract as set forth, verbatim.

1.11.1. **PRECEDENCE -** In the event of contradictions or conflicts between the provisions of the documents comprising any possible Contract, they will be resolved by giving precedence in the following order:

1. Provisions of the Contract (as it may be amended);

2. Provisions of the RFP (as it may be supplemented)

3. Provisions of the Responder's Reply (as it may be clarified)

2. *PRIMARY SPECIFICATIONS*

2.1. **SCOPE OF WORK -** Please see the below Section for a full detailed Scope of Work.

2.2. **REFERENCES -** Responders are to include in their reply a list of clients of comparable size and function as the County of Santa Barbara using comparable services offered in this RFP. The County reserves the right to contact not only those clients provided by the Responder, but any other past or present clients and to utilize this information to assist in determining the acceptability of services when making any possible award. **See References section below.**

3.   *SUPPLIER'S REQUIREMENTS & RESPONSIBILITIES*

3.1.   **See below – Scope of Work**

4.   *TERMS & CONDITIONS IN THE EVENT OF ANY POSSIBLE FUTURE CONTRACT*

4.1.   **COMPLIANCE WITH PURCHASING TERMS & CONDITIONS -** You agree to be bound by the Purchasing Division's "Standard Terms & Conditions for Independent Contractors"

4.2.   **NON-EXCLUSIVE CONTRACT - ANY CONTRACT ISSUED AS A RESULT OF THE REPLY WILL BE NON-EXCLUSIVE. THE COUNTY RETAINS THE RIGHT TO NEGOTIATE, MAKE PURCHASES AND ENTER INTO CONTRACTS WITH OTHERS PROVIDING THE SAME OR SIMILAR GOODS AND/OR SERVICES AS THOSE YOU PROVIDE. A CONTRACT ISSUED PURSUANT TO THIS** RFP for Reply is specific to a **RECIDIVISM** Reduction Project and/or Pay for Success project/service.

4.3.   **"NO SURPRISES" -** You will notify the Purchasing Manager in advance of any changes to contract terms or conditions.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

5.   *REPLY PRESENTATION & REVIEW*

5.1.   **REPLY CONTENT -** In order to enable direct comparison of competing Replies, you must submit the Reply in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.

5.1.1.   **REPLY ASSEMBLY -** Each Responder must provide all documentation required. Replies should follow the same numerical sequence and structure as this RFP.

5.1.2.   **FORMS & SCHEDULES -** All forms and schedules must be completed on (or in the identical format of) the forms included with this RFP and according to the instructions provided.

5.1.3.   **PRE-SUBMITTAL CORRECTIONS -** Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.

5.1.4.   **SUBMITTAL PACKAGE -** One (1) original and two (2) hard copies of the reply must be delivered to the contact listed on page 2 of this RFP. In addition, an electronic version must be provided on a CD/Thumb Drive or similar electronic storage media, to be included in the Responder's submittal package.

The outside of Responder's RFP reply must be marked **County of Santa Barbara District Attorney Case Management System**. All replies will be opened publicly at County Purchasing Division, 105 E. Anapamu Street Room 304, Santa Barbara, CA 93101. **All replies failing to meet the due date and time will be made available for pick up by the Responder and the RFP will remain unopened.** The County will not be responsible for late deliveries or mail delays. The date & time received will be the official authority for determining late replies. Fax or email copies are not acceptable.

5.1.5.   **ADVICE OF AWARD -** If you wish to be advised of the outcome of this RFP, enclose with your Reply a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to the awarded Responder.

5.1.6.   **SUBMITTAL DEADLINE -** We must receive your Reply as directed no later than the date and time shown on the title page. Any Reply received after that deadline *will not* be considered *unless* you obtain the express consent of all other competing and timely replying Responders. We recommend you set for yourself an earlier deadline.

5.2.   **RFP OPENING -** On the date, time and at the location specified on page 2, all Replies will be opened in public. Due to the anticipated complex and narrative nature of the responses, no public reading (of each response) will be made by the Buyer at the RFP opening, but any person present will be allowed, under supervision, to review any Reply. The Replies will then be sealed and not again available for public inspection until the award is announced.

5.3.   **REPLY CLARIFICATION -** We reserve the right to request additional written or oral information from Responders in order to obtain clarification of their Replies.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

County of Santa Barbara District Attorney   Request for Proposal
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5.3.1.   **REJECTION OR CORRECTION OF REPLIES -** We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law, nor at substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Responder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Responders.

6.   **REPLY FORMS**

The forms listed below are numbered, named and attached in order as shown. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

7.   **ASSIGNMENT**

Responders may assign or transfer this Agreement with the expressed written consent of the County, which consent will not be unreasonably withheld or unduly delayed. Upon the County written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the Responder. However, the County may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the Responder (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

8.   **MERGERS/ACQUISITIONS**

The Responder expressly acknowledges that it is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or method by which the Responder or its subcontractors perform hereunder.

The services to be performed by the Responder shall not be assigned, sublet, or transferred without prior written approval of the County.

The successful Responder shall be required to notify the County of any potential merger or acquisition of which there is knowledge at the time that a reply is submitted. Additionally, if subsequent to the award of any Agreement resulting from this RFP, the Responder shall merge or be acquired by another firm, the following documents must be submitted to the County:

1. Corporate resolutions prepared by the successful Responder and new entity ratifying acceptance of the original Agreement, terms, conditions and process.

2. New Responder's Federal Identification Number (FEIN).

Key Principles and Program Objectives

The primary Goals and Objectives of the CMS are:

Objectives\Goals	Description
Reduce Redundant Data Entry	Data (e.g. Defendant name, address, date of birth, etc.) is entered only once in the system, and utilized through the relevant modules or components.
Simple User Interface	Reduce the number of screens a user has to move through to input and retrieve data.
Simple Report Generation	Simplify report generation so that any user with appropriate authorization can generate reports and statistics.
Versatile System Access	Make case management system access possible without the use of a restrictive desktop client. The systems should be accessible by various mobile devices including iOS and Android based devices.
Single Case Management Repository	The system will be the destination of all case related information, eliminating the need for creative alternative solutions for statistics and other reporting needs.
Configurable System	Instead of requiring complex code rewrites and updates, the solution will be robust enough to fluidly meet the ever changing reporting and regulatory needs of the office.
Real-time Statistics	The solution will provide user customizable dash boards that will give management real-time statistical and workload charts and graphs at a glance with drill down capabilities.
Data Exchange	The system will natively support data exchange with the courts, the public defender, and other law enforcement partners.
Remotely Accessible	The solution will be remotely accessible from outside the office.

Program Outcomes

The expected outcome of the successful contractor:

- The new system will reduce data entry time with individually customizable screens.
- The new system will have tools/functions for the monitoring of the quality of the data that is entered and/or Supervision will have easier access to review workload/productivity information. Sharing of

information across divisions (attorneys, secretaries victim services, and investigators) will help increase the efficiency of integrated trial teams. Supervisors will be able to easily determine case assignments.

- Information will be more readily available especially to remote users.
- Increased collaboration and communication through modules that overlap and share data.
- The new system will contain drop downs, alerts and other features to help the operator enter data correctly, so management is able to rely on this information for decision-making.
- The project can be completed in a 12-month timeframe.

Tab A   Proposal Checklist

Instructions:
- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of this RFP.
- Present all requested items in the index tabs ordered A through I as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow the bid instructions found in the Terms and Conditions document "Section 6.0 General Proposal Submittal" may be found to be "non-responsive" and disqualified from the bid process

Name of Company: _____

Service to provide: (title)_____

Proposal Submission Checklist

General Bidder Information
Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

☐ Tab A – Proposal Checklist *(this page)* .... _____

☐ Tab B – Proposal Cover Page *(signed by Authorized Signatory)* .... _____

☐ Tab C – Company Profile/ Experience .... _____

☐ Tab D – Acknowledgements .... _____

☐ Tab E – Scope of Services .... _____

☐ Tab F – References .... _____

☐ Tab G – Bidder Attachment .... _____

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the

attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Bidder's Response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____
Attachment 9	_____	_____
Attachment 10	_____	_____
Attachment 11	_____	_____
Attachment 12	_____	_____
Attachment 13	_____	_____
Attachment 14	_____	_____
Attachment 15	_____	_____
Attachment 16	_____	_____
Attachment 17	_____	_____
Attachment 18	_____	_____
Attachment 19	_____	_____
Attachment 20	_____	_____

Cost and Financials

Please provide Tabs H and I in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.

☐ Tab H – Cost/Budget Narrative

☐ Tab I – Financial Statement

Tab B   Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the company on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Santa Barbara to pursue any remedy authorized by law, which shall include the right, at the option of the County of Santa Barbara, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

The County of Santa Barbara Purchasing Division on behalf of the Office of the District Attorney County of Santa Barbara is soliciting proposals from qualified firms to provide: **Prosecutor Case Management System** NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED **PROPOSALS MUST BE DELIVERED TO:** County Purchasing Division 105 E. Anapamu St., Room 304 Santa Barbara CA 93101-2070
"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."
Company Name:
Mailing Address:
City: State: Zip:
Remit to Address:
City: State: Zip:
Phone # (   )   FAX #   (   )
Contractor Website:
Name: Title:
Signature: Date:
Email:
Please Check ☐ Veteran   ☐ Local Preference

Tab C   Company Profile/ Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

    > ***BIDDER'S RESPONSE:***

2. Proof of non-profit status, if applicable

    > ***BIDDER'S RESPONSE:***

3. Company overview of services or activities performed, including:
    a. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
    b. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services
    c. Company size - number of staff
    d. Location of the office from which the work under this contract will be provided and the staff allocation at that office

    > ***BIDDER'S RESPONSE:***
    >
    > a)
    >
    > b)
    >
    > c)
    >
    > d)

4. Provide your company's mission statement.

    > ***BIDDER'S RESPONSE:***

5. Please indicate whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.

    > ***BIDDER'S RESPONSE:***

6. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

    > ***BIDDER'S RESPONSE:***

7. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

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> *BIDDER'S RESPONSE:*

8. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

> *BIDDER'S RESPONSE:*

9. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers. Hosted solution providers may be required to have additional background clearance for employees, subcontractors and volunteers.

> **BIDDER'S RESPONSE:**

10. **Credentials/Resumes/Certifications/Licenses**
    This section shall state all employees/subcontractors responsible for administering or providing services. Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:
    a. Position Title
    b. Responsibilities
    c. Qualifications/Experiences
    d. Certifications/Licenses, if applicable
    e. Any other information, which will assist in evaluating qualifications.

> *BIDDER'S RESPONSE:*
>
> a.
>
> b.
>
> c.
>
> d.
>
> e.
>
> *Bidder can add as many sections to this bid response box as they need to state all employees providing services.*

Tab D   Acknowledgements

1. **Clarifications, Exceptions, or Deviations**

    All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exceptions, or deviation must be clearly identified. If your firm has no clarification, exceptions, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A (which is located in the Terms and Conditions Document) and incorporated herein by this reference.

    The following contractual terms are **non-negotiable**.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

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- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Confidentiality
- Subcontractors
- Reporting Requirements

Do you have any other exceptions/deviations? If so, please provide an explanation:
BIDDER'S RESPONSE:

2.   Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3   Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

1) Continue delivering services in all geographic areas currently served in Santa Barbara County until notified otherwise; and
2) Assist the DA's Office in the orderly transition and transfer of all collaborations and committees to the DA's Office and the subsequent Contractor(s); and
3) Provide, in a timely manner, all file and information deemed necessary by the DA's Office for use in subsequent contracting activities without additional cost to the DA's Office or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
4) Cooperate with the DA's Office during a transition close-out period to ensure orderly and seamless delivery of services to residents of Santa Barbara County.

CERTIFICATIONS

I, _____, a   duly   authorized   agent   of
_____,
        Printed Name of Agent/Officer   Name of Organization
hereby certify that _____ by submission of this proposal in response to the
                        Name of Organization
Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____   Date _____

Title of Agent/Officer _____

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

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Tab E   Scope of Services

This RFP has a space provided under each question the County has of the Bidder. This RFP is available for electronic download at https://www.countyofsb.org/gs/purchasing/bids.sbc

Bidders must address all points in this section. The awarded bidder must:

Services

Acquire all required expert services to ensure successful implementation, historical data accessibility, conversion, migration, and ongoing management and support of the proposed solution.

> *BIDDER'S RESPONSE:*

Proven System

The proposed System must be one that has proven itself by operating in a District Attorney's office. Any version of the proposed System must have been in production for at least six months prior to the date of submission of the proposal.

Or

Bidder must have substantial experience in the development and support of a workflow based CMS with Document Management integration utilized by a minimum 50 plus user base.

> *BIDDER'S RESPONSE:*

Lifecycle

If applicable, explain your application lifecycle; i.e. how often the application is upgraded, when do versions go out of support, etc.

> *BIDDER'S RESPONSE:*

Software

Provide all necessary software to ensure a fully functional system that satisfies the requirements detailed in this RFP. This may be phased by training, test, and production software as appropriate for the bidder's solution including web servers, app servers and necessary hardware, operating systems, database software and client access licenses for either the database vendor and/or your software system be it either per user or processor.

> *BIDDER'S RESPONSE:*

Data Conversion/Migration

Migrate historic case information from existing case management system into the new system. Current system has approximately hundreds of tables and voluminous records.

BIDDER'S RESPONSE:

Interface Development

Develop or migrate existing data interfaces using the County's infrastructure and existing DA's Office technologies available in current CMS to/from DA's Office and Law & Justice partner systems.

BIDDER'S RESPONSE:

System Customization/Configuration

Customize the system to meet the specific needs of the DA's Office as outlined in the Functional and Technical requirements herein.

BIDDER'S RESPONSE:

System Hardware Requirements

Provide specifications for redundant hardware system with ability to accommodate 15% annual expansion over a five year period.

BIDDER'S RESPONSE:

System Training

Based on your business model, provide the necessary training to effectively leverage the system to meet the needs of the DA's Office. On-site training is required.

BIDDER'S RESPONSE:

System Administration

Based on your business model, provide the necessary training to effectively administer the system. On-site training is required.

BIDDER'S RESPONSE:

Information Security Standard

Bidder must be able to meet at minimum CJIS information security standards

> *BIDDER'S RESPONSE:*

System Documentation

Provide the proper documentation necessary to effectively utilize and administer the system.

> *BIDDER'S RESPONSE:*

Integration/Migration Experience

Please list outside partner systems (jails, law enforcement, state systems, courts, etc.) which your system has interfaced with and list the contact information for each customer.

> *BIDDER'S RESPONSE:*

Integration/Migration Method

Please describe your method for interfacing and/or data exchange with outside partner systems (jails, law enforcement, state systems, courts, etc.)

> *BIDDER'S RESPONSE:*

Hosted Solution (if applicable)

If your proposed solution includes a hosted environment proposal, are you Criminal Justice Information Services (CJIS) compliant?

> *BIDDER'S RESPONSE:*

What are your Disaster Recovery/Business Continuity plans and service level commitments?

> *BIDDER'S RESPONSE:*

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

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The DA's Office retains all rights to our intellectual property and data. In the event the decision is made to migrate our data from your system to another, what level of assistance and access can be expected?

BIDDER'S RESPONSE:

Timeline

Explain how you will meet a 12-month project timeline.

BIDDER'S RESPONSE:

Records Retention

Explain how you will facilitate records retention by generating reports\alerts\database actions - based on charge codes, statute of limitations, and or departmental records retention schedules.

BIDDER'S RESPONSE:

Implementation Phases Expectations

The DA's Office is interested in replacing all functions as they exist today so that it can discontinue the use of the current CMS. It also wishes to eliminate other peripheral databases tied to case management tracking. As a result, the DA's Office requests that solution providers plan for a two-phase system implementation. The phases and the mandatory services are described below.

Phase I – Core Case Management Implementation Activities

This phase must encompass all of the services required to successfully provide CMS capabilities that meet or exceed all of the functional requirements.

- Project planning, management, and reporting, including the development and presentation of:
  o Project management plan.
  o A data conversion plan.
  o A Business Process Review.
  o A gap analysis.
  o A training plan.
  o A test plan.
  o A roll back plan.
  o Configuration and customization of the proposed CMS to meet or exceed the functional equivalent of the current CMS.
  o Identification of DA procedures to successfully implement the CMS in a manner that is cost-effective for the County.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

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- Training of DA Office staff members that will result in their proficiency in the operation of the proposed CMS. The DA's Office wishes to adopt a method that will train all end users on the CMS and is not interested in adopting a train-the-trainer approach until after implementation.
- Preparation and delivery of CMS implementation documentation, including:
  o System operating instructions
  o Procedures
  o Training
  o Scripts and Results
- Data conversion:
  o All active subject information from current CMS.
  o Ancillary databases identified by the DA Office.
- Development of interfaces to external systems such as the SBPD – Versaterm system, Tyler/Odyssey the Santa Barbara Superior Courts CMS, and our Law and Justice data sharing system.
- Testing of the CMS as configured to meet the functional requirements listed herein.
- Delivery of Test and Development Environments functionally equivalent to the production environment.
- Development of Templates and Forms currently utilized by the DA's Office.
- Support of:
  o Acceptance testing.
  o Data conversion validation.
  o System cutover and roll back.
  o Post-implementation operations, including on-site support provided full- time for 30 calendar days following go-live. Elevated response resolution for an additional period of 180 calendar days.

> ***BIDDER'S RESPONSE:***

Phase II – Ongoing Support

This phase involves professional and technical services, as well as software updates, necessary for the DA's Office to effectively manage and maintain the system implemented. Specifically, it will include:
- Preventive maintenance
- Remedial maintenance
- Help desk support
- On-site staff support
- System enhancements
- Train the Trainer – for ongoing and new hire training

> ***BIDDER'S RESPONSE:***

Reporting Requirements

Monthly Summary Report.
The Contractor shall provide a Monthly Summary Report to the DA's Office by the 6th workday of each

month following the previous month in which services were provided during Phases I and II. The report shall include, but is not limited to:

1. Any maintenance or upgrade work completed, initiated, pending or planned.
2. Any customization work completed, initiated, pending or planned.
3. Downtime (if applicable) including explanation and remediation as well as how it will be prevented in the future.
4. Open items from the preceding month and cause for non-closure/completion.

> **BIDDER'S RESPONSE:** *In this area, acknowledge you have read the statement above and will provide all required reporting.*

Business and Technical Requirements

Each solution provider must specify their ability to meet the specified functional and technical requirements by placing an "X" in the applicable column in each row. Descriptions of each column heading are as follows:

Response Column	Definition
"Current" Current Capability	Specification will be met by the proposed solution that is installed and operational in other agencies and can be performed by the CMS. *The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation.*
"Future" Future Release	Specification will be met by a future release of the product. *The cost of specifications in this response must be included in the cost of the base package, and the specifications must be delivered within six months of baseline solution installation.*
"Custom" Custom Development	Specification will be met by software currently under development, in beta test, or not yet released. *The cost of required specifications in this response must be included in the cost of the base package, and the specifications must be delivered with the baseline solution at installation. The costs of desired specifications (Req No. begins with '15') are to be provided separately.*
"N/A" Not Available	Specification cannot be provided either as part of the baseline solution or future enhancement. *Any qualifications or limitation of "current" responses will cause the response to be rated "N/A".*

NOTE: Each requirement must be addressed in the proposal, or an assumption will be made that the solution provider cannot accomplish the specification. The DA's Office seeks solutions that meet all specifications with no or minimal required modifications to the solution provider's standard application. However, the inability to meet a requirement will not automatically eliminate a solution provider from consideration.

FUNCTIONAL REQUIREMENTS

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1001	Make sections/information of records "read only" depending on authorization to prevent unauthorized edits, deletes, etc. (example – Victim Advocate's case notes,					

Req No.	Description	Current	Future	Custom	N/A	Comments
	scanned letters from victims, Investigator reports).					
GN1002	System needs to have flexibility to change/adjust fields for input and/or track depending on new requirements.					
GN1003	Robust search function that would allow searching on various fields including phone number, address, Name, DOB, etc.					
GN1004	Ability to scan/save various documents and file types into the CMS and make content searchable when possible.					
GN1005	User customizable homepage and/or dashboard.					
GN1006	Have email and CMS notifications for new service requests sent to the appropriate division once the service request is made.					
GN1007	Ability to filter/sort assigned cases by case type/grant type/active/closed etc.					
GN1008	Ability to populate the forms, briefs, filings, motions and work requests					
GN1009	A button to generate various templates with pertinent/case specific information automatically filled in (i.e. Transport Orders Jury Instructions, Personal Service Sub Forms, Complaint Amendment, Witness Lists on pleading paper, Exhibit List, CalCrim Forms, Verdict Forms).					
GN1010	Approval mechanism built into the system for transportation requests, travel requests, witness fees, etc.					
GN1011	Document sharing/sending within Department.					
GN1012	Document sharing/sending to outside entities/partner agencies.					
GN1013	Ability to track and manage statistics.					
GN1014	Ability to easily create, and modify statistical and activity reports for grant and other reporting needs - could be used to track billable hours as well.					
GN1015	Supports the use of multiple pointing devices, hot keys, key combinations, buttons, and hyperlinks.					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1016	Ability to track caseloads – assigned/pending/opened/stage of case, etc. – in a manner that provides a picture of that particular user's productivity.					
GN1017	Customizable workflows.					
GN1018	Work order tracking.					
GN1019	Function for Supervisors to assign cases – ability to sort by crime type/Office location/DDA assigned.					
GN1020	Tag metadata for searching via topics.					
GN1021	Ability to scan/add/publish documents and files directly into a specific case.					
GN1022	Event Reminders within the CMS and pushed to Outlook calendars.					
GN1023	The solution supports the sending of e-mails using Simple Mail Transfer Protocol (SMTP) especially Microsoft Exchange integration.					
GN1024	Special Security Controls - Confidential Flags – limiting access to case and/or documents to specific users (because of Contracts, Confidential Informants, Confidential Notes, Attorney Wall, etc.).					
GN1025	A calendar function for groups and individual users that also integrates with Exchange 2013 or higher.					
GN1026	Remote access to information from mobile devices.					
GN1027	Ability to package different types of files in a format that can easily be sent as an e-mail attachment.					
GN1028	Mobile Device recognition/screen scaling.					
GN1029	Ability to create pre-filing tasks or record work, even on cases that have not been filed, or for grand jury type of assignments independent of potential filing.					
GN1030	Dashboard Checklist that re-directs to the specific area of the system that will accomplish that checklist task.					
GN1031	Ability to subscribe to notifications specific to a case or person.					
GN1032	Previously entered Case or record information re-populates forms; e.g. if case number entered, defendant's name,					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
	investigator's name and charge populates automatically and are editable.					
GN1033	Being able to track all changes made on a case, service request, etc., automatically date/time stamping all changes including the user name of who made the change.					
GN1034	Import photos, video, diagrams, voice recordings, etc. into the database.					
GN1035	Eliminate duplicate entries, by warning the user of existing information.					
GN1035b	Eliminate duplicate entries by auto populating fields that have already been entered.					
GN1036	A case, service request or record automatically shows if there are any attached documents such as investigator reports, narratives, etc.					
GN1037	Be able to copy text or entries from a page.					
GN1038	One button printing.					
GN1039	The solution supports interfaces to federal, state, and local applications. It supports real-time data transfer, as well as batch mechanisms for data transfer, including file transfer protocol (FTP).					
GN1040	Be able to know what assignments are finished/completed during any given month.					
GN1041	Events and documents are not deleted if an officer, witness, or DA employee status changes; e.g. retires, leaves office, changes positions, etc.					
GN1042	Notification of pending work order requests. If there is a RUSH request, a way to mark requests as "urgent".					
GN1043	Ability to highlight a field and change it without using backspaces.					
GN1044	The CMS and supporting hardware is available for use 24 hours per day, 7 days per week.					
GN1045	Ability to distinguish type of phone number, i.e, Home, Cell, Work, Contact, Fax, etc.					
GN1046	No one can alter or delete event entries unless authorized and if so this action is logged.					

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1047	Ability to link family members, or other pertinent groupings or relationships.					
GN1048	Ability to track multiple/previous addresses, phone numbers, etc.					
GN1049	The solution allows authorized users, groups, or roles to make corrections when a data entry error occurs.					
GN1050	The solution supports the output of reports in a variety of formats, including MS Word, Excel, or Access; XML; and PDF.					
GN1051	The solution provides the ability to compile and retrieve robust statistical reports.					
GN1052	The solution provides complex query functionality by which queries can be combined and nested.					
GN1053	The solution provides query and ad hoc reporting capabilities for every element within the database.					
GN1054	The solution provides the ability to produce summary reports of the user roster and access rights.					
GN1055	The solution allows individuals and/or groups to request and receive specific information as it becomes available or as events occur.					
GN1056	The solution provides automatic distribution of information to individuals, roles, or defined groups based on established rule sets.					
GN1057	The solution provides the ability to display, update, and manage static information, such as manuals, study guides, codified laws, Web site links, and contact information.					
GN1058	The solution has the ability to provide summary data capabilities to specifically authorized users in order to extract information from defined query sets for external analysis. It is expected that this capability will initially involve gathering and presenting such information in predefined reports but will increase to include an access capability for various analysis needs.					

Req No.	Description	Current	Future	Custom	N/A	Comments
GN1059	The solution supports the ability for authorized users to mine data from log, transaction, and activity files.					
GN1060	Create Record# for cases that are not yet a criminal case (still investigating, Victim Services, Civil, etc.)					
GN1061	Robust ability to create templates and forms.					
GN1062	Automatic display/notification that subject (defendant, witness, victim, etc.) has or is a part of multiple cases current or closed.					
GN1063	Support for OneNote files for collaboration including remote syncing.					
GN1064	Provide E-R Diagrams for each business function and report.					
GN1065	Solution provides ability to create reports and templates.					
GN1066	Ability to enforce a records retention policy.					
GN1067	Ability to facilitate records retention by generating reports\alerts\database actions - based on charge codes, statute of limitations, and or departmental records retention schedules.					
GN1501	Barcode system compatibility for digital and physical evidence scanning (e.g. EvidenceOnQ or others).					
BI1001	Ability to search for information other than name or court number. For example: vehicle, gangs, monikers, etc.					
BI1002	Ability to search all cases by a specific task, i.e. search all search warrants an investigator has served, or search for all activity by user name.					
BI1003	Ability to search based on activity; e.g. run a search for a specific activity like Fingerprinting.					
BI1004	Ability to tag a person as being dangerous, a threat, 3rd strike, etc.					
BI1005	Ability to send email with basic case information without having to retype it.					
BI1006	Attorneys can see the events that the investigators are inputting, but make them read only.					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
BI1007	Ability to track requests including who it is assigned to, date, and time.					
BI1501	A link on case info that shows all evidence that has been booked into our office. Link with property/evidence.					
BI1502	Connect the software with CLETS by highlighting a Driver's License number and pulling up the DMV records.					
CL1001	Prompts when changes are made to default entries.					
CL1002	See all related /associated cases by suspect name.					
CL1003	Consolidated areas to see all generate documents, notes, etc. on a case.					
CL1004	Broaden search parameters to include all potential spellings (i.e. Gonzalez, Gonzales) using 'Wildcard' and 'fuzzy logic' searches.					
CL1005	Ability to send specific documents to a default printer type.					
CL1006	Tickler to indicate when a case or person is no longer on Probation or any other type of program or status.					
CL1007	Customizable screens.					
CL1008	Identify and locate all of a defendant's cases from his name.					
CL1009	Consistent shortcut keys to navigate the system.					
CL1501	California Department of Correction (CDC) search field.					
CL1502	Folder Tracking Function – track when sending files to other office locations.					
CL1503	General public viewing information screen (a screen or tab that shows just the information approved for public consumption)					
DA1001	Drop down boxes for charges, priors, defendants, etc.					
DA1002	A discovery page that has all the pertinent information filled out (i.e. case number agency information, etc.) and check boxes for commonly requested items (i.e. photos, interview tapes, etc.)					
DA1003	Ability to enter status updates of discovery or other requests.					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
DA1004	Notification of when discovery tasks are completed					
DA1005	A screen which has a witness list with check boxes indicating whether to mail personal service witnesses and dates and automatically generating by pulling pertinent information from the system.					
DA1006	Link defendants with multiple cases.					
DA1007	Brady icon or designation allowing for a search of law enforcement personnel either by last name or badge number. Or have the name of a law enforcement witness change color allowing the DDA to automatically know there is Brady and the issue needs to be addressed.					
DA1008	When there is particular information needed for the charges [i.e. name of victim; location of burglary, date for multiple different crimes etc.] a box appears requesting that information.					
DA1009	Ability to visually flag a person (i.e. Brady, Marsy's Law, Sideways, Defendant with multiple active cases, etc.)					
DA1010	Ability to restrict access to specific contact information based on case or role.					
DA1011	Reminder to verify/flag status at specific intervals.					
DA1012	Work order status triggered by case status changes (i.e. case closed, work orders cancelled, Rap Sheets at filing/1381/etc., 969b at Information)					
DA1013	Cancelation of work orders and Call Offs when case changes to closed or sentencing.					
DA1014	Case status changes triggers DOJ scientific testing cancellations (Drug, DNA, GSR, etc.).					
DA1015	Attorney Dashboard contains work request status.					
DA1016	Automatic Defendant Priors tracking.					
DA1017	Attachments searchable via full document or file including Case Alerts.					
DA1018	Search all attorney work product in document text.					
DA1019	Victim Availability flags.					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
DA1020	Automated 'Offer Alerts' to Managers/Attorney of Offers, Staffings, and signatures.					
DA1021	Case Timeline feature that allows for at a glance view of activity done on a case Including investigations view.					
DA1022	Defined work requests such as RAP sheet request automatically generated for all wits / defendants.					
DA1023	Officer contact information maintained, including those who are retired.					
DA1024	Link to Exposure reference guides or other reference guides like CrimeTime.					
DA1025	Centralized area for recording information about experts that have testified on cases, including transcript copies. Collect transcript bank of experts; an 'Expert Bank'.					
DA1026	Keyword and tag word search for cases in the database for later research. Data clearinghouse searches for topics for later cases.					
DA1027	Implement best practice alerts. e.g. attorney and advocate gets a pop up message that this case hasn't had victim contact in 6 weeks, RAP sheet older 12 months, etc.					
DA1027	Updateable sentencing table.					
DA1501	Ability to track out-of-county subject related info; i.e. Brady info					
DA1502	Able to share info with other laws enforcement offices.					
DA1503	Sentencing Calculator calculates all possibilities and ranges.					
DA1504	Automated Sentencing Calculator.					
DA1505	Link to LEO vacation logs, training dates, Attorney vacation, etc.					
DA1506	Victim, Witness, Attorney calendar availability built into court date selection tool.					
DA1507	Electronic faxing to and from CMS.					
DA1508	Native configurable Bates Stamping with digital evidence scanning process.					
DA1509	Witness access in to see if their case is going to prelim.					

Req No.	Description	Current	Future	Custom	N/A	Comments
DA1510	Web based call off interface.					
DA1511	Secure ID sent with subpoena for logging into website for info.					
DA1512	Case status changes triggers Removal of discovery packages from e-Discovery clearinghouse upon closed case.					
DA1513	Automated receipts, logs and tracking of eDiscovery.					
DA1514	Sentencing exposure calculated based on total charged crimes.					
VS1001	Ability to keep information related to Family Justice Center services separate/confidential.					
VS1002	Ability to email saved documents from the case management system (example: email restitution documentation and statement of loss to Probation Dept.)					
VS1003	From assigned cases – date of next hearing and type of next hearing automatically populates to the advocate's calendar.					
VS1004	Ability to receive a "task" assignment within the case management system.					
VS1005	Ability to document the amount of time that was spent on a specific task/service.					
VS1006	Notification generated when a specified status changes (e.g. WARRANT case becomes active again).					
VS1007	Generate reports related to each advocate's caseload and the status of cases – assigned/attempted contact/open/closed; ARR/FSC/Prelim/TRC/JT etc.					
VS1008	Notification to advocate of subpoenas issued and whether they were personal service or mailed.					
VS1009	Ability to identify who 'personal service subpoena requests' are assigned to in the Bureau.					
VS1010	Ability to verify whether 'personal service subpoenas' are served or pending.					
VS1011	Any updates made to victim or witness contact information automatically updates the information accessed by other divisions (example – IT's serving subs have access to same address/phone info).					

Req No.	Description	Current	Future	Custom	N/A	Comments
VS1012	Data entry/Statistical record keeping – mandated services list are drop down and editable (i.e. in addition to mandated and optional services per PC 13835.4 and 13835.5 include entries for presentations/community education and outreach, VRW preparation/participation, eliminate codes that are not used).					
VS1013	Crime type codes used by Victim Services match criminal codes.					
VS1014	Ability to open/work/track cases that are not attached to a criminal case yet.					
VS1015	Ability to track Direct Victim Restitution & VCGCB Restitution.					
VS1016	Ability to track amounts and to which victim/victims the DDA should order restitution for.					
VS1017	Ability to create/identify relationships between victims/witnesses linked to a specific case (and relationship history).					
VS1018	When a victim/witness case is opened, any additional victims/witnesses attached to the criminal case are automatically linked and there is a mechanism to notify the advocate there are additional people to contact.					
VS1019	A function to flag a victim (e.g. potential speakers/recipients for Victim Services/DA Office events, DV Awareness month, Victim Rights Week, Giving Tree, etc.).					
VS1020	Ability to generate and evaluate stats related to victim services provided even when not attached to a criminal case.					
VS1021	Ability to generate reports for partner agencies at defined stages of a case that will be sent automatically when requisite data is recorded into the CMS.					
DAIC100	Case Event Entries					
DAIC101	Case Notes Window					
DAIC102	Investigation Report Template					
DAIC103	Makes a Good Cause Document available					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
DAIC104	Assignment Retrieval Functionality					
DAIF105	User Friendly and intuitive navigation within the system					
DAIF106	Services Provided and Event Entry Consolidated to the same screen					
DAIF107	Robust Note Entry Function with Word Capabilities					
DAIF108	Assign more than one user to requested tasks					
DAIF109	Ability to archive Whole Folders - not just single items					
DAIF110	Drag & Drop items into the Discovery Archive					
DAIF111	One shared Discovery archive for ALL divisions					
DAIF112	File Sharing Mechanism (Like Box.Com)					
DAIF113	No separate modules, i.e. Criminal, Juvenile, VW, etc.					
DAIF114	E-Books Integration (index with hyperlinks to evidence)					
DAIF115	Spell Check for Note and Comment Fields					
DAIF116	Automatic Email Alert for Investigative Assignments					
DAIF117	Loading Video to Archive or Link to Video Bank					
DAIF118	Click on Court # hyperlink to access Court case Information					
DAIF119	Automatic interface to import Court Events					
DAVC200	Case Note Function					
DAVC200	Access to Court Dispositions					
DAVC200	Adhoc Reports					
DAVC200	Workload Reports					
DAVC200	Event Notifications					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
DAVC200	Marsy's Law Functionality					
DAVC200	Last/ Top 20 Case List Drop Down					
DAVC200	Assignment Retrieval					
DAVC200	Service Tracking					
DAVC200	Restitution Collection Tracking					
DAVC200	Cross Talking Modules					
DAVF200	No separate modules, i.e. Criminal, Juvenile, VW, etc.					
DAVF200	Automate Assignment Notification					
DAVF200	Advocate Assignment Queue matches updated Criminal Case Information (once charged)					
DAVF200	Public portal to provide general information					
DAVF200	Assignment retrieval - search by case status					
DAVF200	Ability to assign multiple service requests at once					
DAVF200	Search and find by character (OCR)					
DAVF200	Automatic alert when case status changes					
DAVF200	Restitution/Financial Module - track V/W fees/costs					
DAVF200	Case Calendar Integration, i.e., Outlook					
DAVF200	Check Box Format for Services provided					
DAVF200	Easier/automated access to Jail Management System and Information					
DAVF200	Ability to send to browser case information printout in VW					
DADC300	Templates - Document Generation Function					
DADC300	Bate Stamping Function					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
DADC300	Evidence Document Request					
DADC300	DA Report and Case History					
DADC300	Service Assignment - Investigations, VW					
DADC300	Ability to Flag Cases for different reason					
DADC300	Discovery Archive					
DADC300	Team Security					
DADF300	Service Assignments - Multiple Requests					
DADF300	Service Assignment to Secretary staff					
DADF300	Module Integration - One Archive					
DADF300	Hyperlink Jail Management System to access OR/BR Mugshots, etc.					
DADF300	Automated Case Timeframe Tracking such as 1368 cases					
DADF300	Multiple colors to differentiate people as to what type of case, i.e., Gangs, Sex Offenders, Brady Issues					
DADF300	Automate the Evidence Request Process - Property					
DADF300	Electronically signed Certified Copies of court documents (used over and over)					
DADF300	Search capability by characters (OCR)					
DADF300	Discovery Module Search Feature (recent upgrade)					
DADF300	More robust bate stamping function					
DADF300	Use of bar coding to identify evidence needed (EDR)					
DADF300	Motion Databank - Digital Signatures					
DADF300	Intuitive Navigation					

County of Santa Barbara District Attorney
Case Management System

Request for Proposal
Submittal Deadline: 3/1/2017 at 2:00 P.M. Pacific Time

Req No.	Description	Current	Future	Custom	N/A	Comments
DADF300	Case Calendar Integration, i.e., Outlook					
DADF300	IPAD/Phone Integration for courtrooms					
DADF300	Full Page view of witness information					
DADF300	Integrate One Note or similar software products					
DALC400	Read only access to other departments					
DALC400	Quick Launch Access to Favorites					
DALC400	Adhoc/Standard Reports					
DALC400	Discovery Tracking					
DALC400	Flagging cases					
DALC400	Templates for Document Generation					
DALC400	Multi Charging – combining two police reports into one Filed complaint					
DALC400	Hyperlink based navigation					
DALC400	Hyperlink based navigation with hover over for preview of data					
DALC400	Recent last/ Top 20 Case accessed list					
DALC400	Bate Stamping - continuing/maintaining numbering and naming convention					
DALC400	Copy case events with ability to Clear Comments/People/detail					
DALC400	Separation of witnesses - Civilian vs Non Civilian					
DALF400	No Modules per division, staff see data across all units					
DALF400	One Discovery Archive for all units					
DALF400	Interface with MDP Program					
DALF400	UCC codes match Court Codes					

Req No.	Description	Current	Future	Custom	N/A	Comments
DALF400	E-Discovery (Paypal) - for Discovery and any other financial collections					
DALF400	Retain previous document text for future document generation					
DALF400	Purging Function - Automatic calculation of when it's time to purge					
DALF400	Video Storage or hyperlink to video repository					
DALF400	File Location tracking mechanism					
DALF400	Flagging persons with different color flags for different purposes					
DALF400	Interface with Juvenile Court					
DALF400	Digital Certified Copies					
DALF400	I-Subpoena or similar automated Subpoena tracking system					
DALF400	Simplified Batch Processing of documents (Subpoenas)					
DALF400	All Cases for a suspect/defendant viewable in one location					
DALF400	Lexis-Nexis integrated with system					
DALF400	Case Crime Types pre-calculated to/by charge codes					
DALF400	Work flows included in application					
DALF400	Ability to update multiple case dispositions at once					
DALF400	Centralization of documents					
DALF400	Ability to organize Discovery archive case items more logically to case flow					
DALF400	Hide Fields that aren't used - or eliminate them					
DALF400	Automatic Email Event notification based on type of events					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

TECHNICAL REQUIREMENTS

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1001	Solution based on virtualize-able architecture or cloud hosted.					
IT1002	The solution has a Web-based client interface.					
IT1003	Utilizes SQL- or Oracle-Based Robust Database					
IT1004	N-tier architecture solutions based on MS .NET or Java 2 Platform, Enterprise Edition (J2EE).					
IT1005	Windows based Server 2012 r2 or higher or Cloud based					
IT1006	The client interface runs on MS Windows 7 or newer					
IT1007	An import/export mechanism for database updates, reporting, and data sharing					
IT1008	The client interface operates on browser-enabled platforms, including desktop PCs, mobile computers, smartphones, and tablets.					
IT1009	A Data Access Layer (DAL) for simplified database usage					
IT1010	The client is optimized for MS Internet Explorer 10 and above.					
IT1011	Certification that system it meets or exceeds HIPPA, CJIS or other security standards					
IT1012	The solution utilizes 'best-of-breed' Web format design.					
IT1013	Two-tiers: Web, mobile, and desktop					
IT1014	The CMS application utilizes a GUI that is intuitive and customizable for the end user.					
IT1015	Two-factor authentication and/or security certificate for mobile access.					
IT1016	When the server recovers from a sudden stop, the CMS application recovers itself without manual intervention.					
IT1017	Robust audit trail and logging including client-specific tracking of update processes.					
IT1018	The solution provides system event logging.					
IT1019	The solution provides the ability to log all user transactions for audit purposes.					
IT1020	Active Directory integration for authentication.					
IT1021	The solution writes error messages to the application log file.					
IT1022	Document and data file reference capability for external and scanned documents.					
IT1023	The CMS error messages are in plain English and meaningful.					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1024	The solution provides access to all functions through a logical set of menus or tabs.					
IT1025	The solution provides drop-down (admin) editable menus for valid values for fields.					
IT1026	The solution allows for updates via data exchanges with partner systems.					
IT1027	The CMS integration with office productivity products supports the MS Office 2010 suite and newer versions.					
IT1028	The solution provides the capability to interface with a content/document management system that is separate from case processing (e.g., if the CMS solution excludes content/document management capabilities but integrates with SharePoint).					
IT1029	The solution provides the capability to use the same content/document management system for imaging.					
IT1030	The CMS database interfaces are accessible through Open Database Connectivity (ODBC), Java Database Connectivity, and/or ActiveX Data Objects (ADO) .NET.					
IT1031	The solution provides controls to ensure the referential integrity between related data elements in a multiuser environment, (e.g., cascading delete and ensuring that multiple users cannot make changes to the same file at the same time).					
IT1032	The solution provides a method for converting the existing data from the current CMS as well as ancillary systems for units within the DA's Office (e.g., Insurance Fraud, Victim Center).					
IT1033	The solution provides a method for consolidating related databases, including tools for cleansing converted data.					
IT1034	The solution provides master index capabilities, employing a database-indexing infrastructure that will optimize information searches while maintaining peak system performance.					
IT1035	The solution does not contain usernames or passwords in the database.					
IT1036	Any interfaces between the CMS and other systems uses standard messaging protocols					

Req No.	Description	Current	Future	Custom	N/A	Comments
	and be sufficiently documented so the interfaces can be used by future applications.					
IT1037	The solution provides the ability to move information in a structured XML format based on the National Information Exchange Model (NIEM) and other exchange models					
IT1038	The solution is adaptive and uses extensible architecture for future expansion and scalability without the need for major architectural modifications.					
IT1039	The solution utilizes a system architecture that is open, nonproprietary, and portable.					
IT1040	The solution complies with IP networking standards and provide network services to any TCP/IP-based client or requesting service.					
IT1041	The operational production availability of the proposed solution is at least 99.5 percent.					
IT1042	The solution configuration design provides internal redundancy.					
IT1043	The solution configuration design is capable of providing geographic redundancy.					
IT1044	The solution's storage systems includes sufficient redundancy to ensure the continued availability of data after the failure of any single component or interface in the system.					
IT1045	The solution provides robust system backup/archiving tools and strategies.					
IT1046	The solution has the capability to execute scheduled, unattended online system backups.					
IT1047	The solution has the ability to restore from system backups.					
IT1048	The solution is scalable to handle additional users, increased processing requirements, and increased data or index requirements.					
IT1049	The solution provider is able to remotely access the application for support purposes when authorized by the DA's Office.					
IT1050	The solution is sized to accommodate future growth for the next five years.					
IT1051	The solution supports Secure Sockets Layer (SSL) protocol, at a minimum, and password protection.					

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Req No.	Description	Current	Future	Custom	N/A	Comments
IT1052	The solution provides the ability to accept authorized user information from certified partner Lightweight Directory Access Protocol (LDAP) repositories.					
IT1053	The solution enforces password complexity, in accordance with the DA's Office and Santa Barbara County Security Policy.					
IT1054	The solution includes password controls that prevent multiple users from creating the same username/password.					
IT1055	The solution provides the ability for an authorized administrator to add, modify, and delete personnel and group or role authorizations.					
IT1056	The solution provides the ability to control access at the data element level.					
IT1057	The solution ensures that certain records cannot be modified without supervisor or administrator notification.					
IT1058	The solution requires client-side digital certificates for all Web interfaces with administrative access, which will be issued by a certificate authority.					
IT1059	The solution audits all activities via an audit service, including access, management, and security changes, and is based on an individual service definition level.					
IT1060	The solution provides for software upgrades and maintenance that do not result in extended downtime in the CMS application.					
IT1061	The solution has robust outage and disaster recovery capabilities, including the ability to recover in-process data.					
IT1062	The solution provides remote system administration and user management capabilities.					
IT1063	The solution minimizes any requirement to permanently store information locally (e.g., not utilizing the Web browser cache).					
IT1064	The solution's reporting model supports MS SQL Server reporting services or Oracle equiv.					
IT1065	The solution provides the ability to collect and provide statistical information about the performance, capacity, and accuracy of the data					

Req No.	Description	Current	Future	Custom	N/A	Comments
	itself and the management operations of the CMS.					
IT1066	Test and Development systems are environments similar to production.					
IT1066	Proven methodology for failing over to replica backup server should primary server fail and fail back once primary server is restored					

Assumption

Assumptions, if any, made by bidder in order to fulfill scope of service and requirements.

BIDDER'S RESPONSE:

Tab F   References

References

All bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include Santa Barbara County Elected Officials, Department Directors, or the Office of the District Attorney Santa Barbara staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list detailing contracts that your company has been awarded during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Tab G   Bidder Attachment

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as the example shows below:

Below is an example:

Tab D   Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

   > **BIDDER'S RESPONSE:** Located in "Attachment 1"

2. Proof of non-profit status, if applicable

   > **BIDDER'S RESPONSE:** Located in "Attachment 2"

Please provide one copy of Tabs H and Tab I in a clearly marked, sealed envelope. These items should be in the original binder only and not in the copies.

Tab H   Cost Proposal

In this section, please complete and include the Cost Proposal Sheet and Budget Narrative **place in a sealed envelope, and include only in the Original Proposal (Do Not provide in the copies of your bid submission).** Cost Proposals will be opened after the evaluation of the proposals has been completed. The County reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs to charges to County as part of this service/project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses. Expenses not included in the Line Item Budget will not be reimbursed. Bidders may also include any other documents as information to further explain the proposed costs.

Line-Item Budgets must be all-inclusive and include, but not be limited to, the following administration, travel, training and operating costs. **Cost should reflect expenditures for a full 12 month year.** Bidder must include a **budget narrative** see H-3 that describes each line item.

H-1- Cost proposal-Line item services table Phase I

ITEM	Phase I Budget Narrative/Cost Proposal (include formulas and a clear description of each item) Expand the amount of information in each cell, as needed.		
	Project Management		
PI01	Core System		
	☐ Site License ☐ Per User License Per User License Cost:	$	
PI02	Customizations		
PI03	Template and Forms Development – Approximately 5,000 templates.		
PI04	System Interfacing		
PI05	Project Management		
PI06	User Training – Approximately 138 Users		
PI07	Administrator Training – Approximately 5 Administrators		
PI08	Data Migration/Conversion (Current system has hundreds of tables, with millions of records.)		
PI09	User Documentation		
PI10	Administrator Documentation		
PI11	Other Costs		
	TOTAL PHASE I		$

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

H-2- Cost Proposal-Line item services table Phase II

ITEM	Phase II Budget Narrative/Cost Proposal (include formulas and a clear description of each item) Expand the amount of information in each cell, as needed.				
	Project Management				
PII01	Annual Maintenance (if applicable)				
	Normal Working Hours of 7 am to 5pm M-F PST - Immediate Incident response with telephone, email, and software connection until the issue is solved. Outside Normal Working Hours, Sat/Sun/Holidays" with response to telephone or email within 4 hours until the issue is resolved.				
PII02	Annual Training (if Applicable)				
PII03	Storage Costs (if Applicable)				
PII04	Other Costs if any (if Applicable)				
PII05	Professional Services Rates (if Applicable)				
	Developer	Hourly Rate	$		
	DBA	Hourly Rate	$		
	Interface Designer	Hourly Rate	$		
			TOTAL PHASE II		$

H-3 Budget Narrative (EXAMPLE)

In the space below please detail the budget narrative:

BIDDER'S RESPONSE:

CERTIFICATIONS

I, _____, a duly authorized agent of

_____,

Printed Name of Agent/Officer   Name of Organization

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____   Date _____

Title of Agent/Officer _____

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Tab I   Financial Statement

Please place financials in a separate envelope and mark "Financial Statement - Confidential" if Bidder's company requires this to be kept confidential. The financial documents should be in the original binder only and not in the proposal copies. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed envelope and marked "Confidential.")

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Santa Barbara that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Exhibit A: Original Request for Proposal (RFP) as Circulated by District Attorney

Attachment B
Local Business Qualification Affidavit

The County of Santa Barbara Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Santa Barbara County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Santa Barbara County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Santa Barbara County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Santa Barbara County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____
If less than 6 month, list previous
Santa Barbara County location: _____
Business License # (where applicable): _____ Jurisdiction_____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

_____

_____

_____ _____
Signature of Company Official   Date

_____
Print Name, Title
Submittal of false data will result in disqualification of local preference and/or doing business with the Santa Barbara County

Attachment C

Veteran Business and Veteran Qualified Business Affidavit

The County of Santa Barbara Veteran Business and Veteran Qualified Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Veteran Business and Veteran Qualified Business
A **Veteran Business** shall mean a business that is at least fifty-one percent (51%) owned by one or more veterans.

A **Veteran Qualified Business** shall mean a business which can provide proof of their workforce containing no less than ten percent (10%) veterans.

Veterans as used in this policy means a person who has served or is currently serving in the U. S. armed services, reserves or active, and is serving honorably or has been honorably discharged.

Additional supporting documentation that may be requested by the County to verify qualification includes:

Please check the category you are applying for:

☐ **Veteran Business:**

Company must be registered with Vet Biz at www.vetbiz.gov/cve_completed_s.jpg: This site provides verification information about Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and Veteran-Owned Small Businesses (VOSBs). Companies who want to participate in the County's Veterans Preference Program must be listed in this database in order to be eligible for veteran preferences.
Company must submit DUNS # for website verification.

☐ **Veteran Qualified Business:**

Company must submit payroll records that demonstrate that 10% of your workforce is comprised of veterans. DD214 Forms must be submitted for all employees claiming veteran status.

Business Name: _____

Physical Address: _____

Phone: _____   FAX: _____   E-Mail: _____

Total Number of Company Employees (where applicable): _____   Total Number of Veteran Employees: _____
DUNS # (where applicable): _____

Hours of Operation: _____

_____   _____
Signature of Company Official   Date

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Santa Barbara County.

Exhibit D - Statement of Work, Deliverables and Project Schedule

County of Santa Barbara, District Attorney's Office
<u>Table of Contents</u>

Section 1 – Introduction

Contractor will make the Licensed Software available as described in the License Agreement.

The requirements stated in this Exhibit D, Statement of Work are not intended to relieve JTI of requirements stated elsewhere in this Agreement, which terms and conditions govern this Statement of Work.

This Statement of Work describes the services Contractor will perform in preparation for and in connection with System Acceptance prior to Go-Live. System Acceptance by the County prior to Go-Live is required before any payment is requested.

Section 2 – Project Scope

The Case Management System solution will consist of a single instance of eProsecutor, eProsecutor Public Portal, API, custom conversion work, interfaces and the implementation services needed to install and configure the system to accomplish the business needs to the satisfaction of the County. JTI and County project managers will utilize the results of the initial planning meetings guided by the jointly developed Project Work Plan to build the installation tasks and responsibilities.

eProsecutor is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. We will work with designated agency project managers, IT staff and system administrators to integrate eProsecutor with the business practices of County to accomplish County's business needs.

Configuration

The eProsecutor system will be **configured** to support all the business process needs of the following department:

   Santa Barbara District Attorney's Office

The department contains multiple, diverse units whose business processes will be included within the scope of the project.

In addition, the following **interfaces** will be created between the eProsecutor system and the following systems:

Interface Name	Type	System
Versaterm - Santa Barbara Police Department	Santa Barbara Police Department Interface	
Odyssey	Superior Court Case Information	Tyler Odyssey, MDP Program
Odyssey	Superior Court Case Information	Tyler Odyssey, Juvenile Court
Santa Maria Police Department	Santa Maria Police Department	

The ability for external agencies to provide data for interfaces will be determined during the project and will define the scope of the interfaces. JTI and the project team will work with the external agencies to determine the capabilities of the external agencies' systems to provide and consume data. This information will be used to define the automation needed to generate and consume data for each interface.

The following case management **databases will be converted**:

Database Name	Type	Notes
DAMION	Database	JTI will convert to Microsoft SQL.
eProsecutor Data Extraction/Insertion	Database	JTI will extract from eProsecutor and re-migrate new and updated records from Damion to eProsecutor

Rollback, if needed/eProsecutor Data Extraction / Insertion

JTI will provide routine data extracts for Damion staff to migrate to the existing Damion system.

County and Damion will provide new and updated record extract for re-migration into eProsecutor.

County, JTI and Damion will jointly create and test the necessary scripts and/or extraction to sync eProsecutor data back to the Damion database on a routine basis.

Once eProsecutor is back up, JTI will run their existing data migration scripts to the new/updated Damion data back to eProsecutor to make it current.

Configuration Planning

The Project will be initiated and maintained with the following tasks and activities:

Task 1: Project Kickoff meeting with Contractor and County project managers and executive sponsor

Task 2: Basic eProsecutor Navigation and Administration Training for County Implementation team

Task 3: Business Process Analysis with County SME resources

Task 4: Develop Business-Process based Configuration Specification documentation

Task 5: Configure each business process to Configuration Specification

Task 6: Document and Develop Workflow Configuration

Task 7: Data Conversions and Interfaces

Task 8: Cutover Plan, Roll Back Plan / eProsecutor Data Extraction/Insertion, SME Training, Technical Training, and Deployment

Section 3 – Project Implementation

The principal guiding documents for the project will be this Statement of Work, the Functional Requirements found in the Business and Technical Requirements found in the originally circulated DA RFP (Exhibit C RFP), any new requirements, functions and features that arise during testing and a baseline project plan that will be jointly developed and approved by County during the implementation.

After the initial project planning meetings, configuration will be accomplished using the following stages.

  Case Structure
  Financial Structure
  Document Templates
  Processes
  Data Conversion / Interfaces
  Searches and Reports
  eProsecutor Public Portal
  Security
  Deployment

Significant assistance by County IT staff and system administrators is required to convert the data and files from the existing system as well as configuring any data sharing interfaces. To convert data from legacy systems the data conversion team will need help from the County IT staff and subject matter experts to understand how the current data structure is being used. Typically, decisions must be made about whether some data should be moved, truncated, or deleted from the conversion if the eProsecutor data structure is unable to accommodate the data. Assistance from the County IT staff and subject matter experts will be needed to understand how data should be moved between systems via interfaces and what business processes will need to be configured to generate data for and consume data from interfaces.

This involvement will create in-house expertise to modify and create interfaces to meet changing business needs. JTI will work with County IT staff to develop a data conversion and interface plan for JTI to convert all legacy data and create the interfaces included in the contract.

JTI follows an iterative process for system configuration and implementation which is described in the following sections. A Summary Project Work Plan is attached as an addendum to this document and outlines the typical requirement and configuration items that will be addressed during the project.

3.1   Case Structure

In the Case Structure stage, JTI will work with the County implementation team to identify the data elements needed to modify the "baseline" eProsecutor configuration to make sure all necessary data is set up to be tracked in the system. Meetings will be conducted on site and online as mutually agreed by the County and JTI project managers. As new data elements are identified they will be added as tasks to the JTI issues management system and tracked. In lieu of a configuration specification document, a status report of the tasks will be provided every two weeks.

During the Case Structure stage, a "Conference Room Pilot" (or "sandbox") system will be used to demonstrate the "baseline" configuration. The County's existing and desired functionality will be compared to the "baseline" and the configuration tasks will be based on the differences.

Case Structure configuration will consist of the following:

Directory
- JTI will train the County on directory management
- JTI will provide directory load spreadsheet (for officers, judges, staff, rooms, etc.)
- County will complete spreadsheet
- JTI will load the directory with the County's directory values
- County will thereafter maintain its System directory

Case Initiation, Insert Screens, Update Screens
- JTI will provide the County with an overview of the baseline configuration
- County will pull files and enter cases into the configuration. County will thus review the configuration and provide JTI with any necessary changes for each of the Case Initiation, Insert Forms and Update Forms. County will enter requested changes into JTI's web-based Jira system.
- JTI will update the configuration (this includes discussions with the County to justify changes)
- County will test and either approve or request updates; repeat until complete.

Lookup Lists
- JTI will train County on lookup lists values in the baseline configuration, and will provide a mapping spreadsheet for the County to map its existing values

to the starting point configuration values, and add values that it wants to add to the configuration.

- County will provide its lookup list values for each case type (this includes discussions with JTI)
- JTI will load/update the lookup list values into the System configuration

<u>Document Codes</u>
- JTI will train County on Document Definition values, and will provide a mapping spreadsheet for County to map its existing values to the starting point configuration values, and add values that it wants to add to the configuration.
- County will provide its document values for each case type
- JTI will load/update the document values into the System configuration

<u>Case Screens (ie: Folder Views)</u>
- County will enter complete case files into eProsecutor
- County will analyze the cases and determine if the right data is appearing in the case screens, and make note of potential changes
- County and JTI will discuss any potential changes and determine whether changes should be made
- County will report in the Jira system any approved updates to the folder views
- JTI will make changes
- County will test and either approve or request updates; repeat until complete.

3.2 Financial Structure (if needed)

Financial structure will be demonstrated in the baseline configuration. Fines, fees along with distribution schedules will be determined prior to configuration.

Financial Structure configuration will consist of the following:

- JTI will discuss fines and fees collection configuration with County to obtain an understanding of the requirements
- County will provide chart of accounts and written breakdown of assessments
- JTI will document the proposed configuration of financials and receive approval from the County before configuration
- JTI will load chart of accounts and distributions
- JTI will configure assessments and update statutes based on assessments
- County will test and either approve or request updates; repeat until complete.
- County will thereafter maintain its financial configuration

3.3 Document Templates

Document templates are created using Microsoft Word add-ins. The County shall provide documents in an electronic format (preferably Microsoft Word) from which JTI will configure the document templates to be used in eProsecutor.

Document Template configuration will consist of the following:

- County will review its document templates (forms) that are currently used and determine which can likely be merged or are unused.
- County will provide list of document templates, including samples
- JTI will train County in document templates configuration
- JTI and County will compare inventory of documents with those already configured
- JTI will configure documents; County may assist
- County will test and approve templates

3.4   Processes

eProsecutor's business rule and workflow manager will be utilized to automate the standard processes of the County.   This may include automated notifications, work queues, time standards and scheduling.

Process configuration will consist of the following:

- County will provide as-is processes, and any to-be processes it may already have prepared, to JTI

- JTI and County will identify changes (the gap between baseline and County's processes), and will determine if additional processes will be required; JTI will document the changes

- JTI will determine time to make changes, and set expectations with County around impact to schedule

- JTI and County will review the assessment, case planning, event scheduling and general processes

- JTI will document configuration requirements with County's assistance

- County will approve workflow requirements, and JTI will configure

- County will test and either approve or request updates; repeat until complete.

3.5   Data Conversion and Interfaces

Data Conversion and Interface work will be done in parallel with the process configuration.

<u>Data Conversion</u>

For each data source there will be at least three conversion iterations plus the Go-Live iteration.

To understand the legacy system and its data structure, County will provide a legacy system data description document for each of the legacy systems, which will include:

- technical environment (operating system and database platform)

- database type (relational or hierarchical)

- data elements

- data formats and standards

- data volume

- vendor or other relevant contact information

- data dictionaries (ERD Diagrams)

- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database

After consulting with IT staff, the County and JTI will jointly develop automated scripts for each of the source databases to:

- Extract source data

- Validate the completeness of extracted data

- Transform and merge source data

- Load source data into the staging database

- Validate converted data

- Create scripts to send data back to source in case Roll Back plan is activated

After each conversion, County will test conversion and within 15 days report issues that are not in compliance with the mapping specification.

After the Go-Live iteration, County will immediately review and document any issues with the conversion.

Upon County's approval of the final conversion, the system will be ready to go live.

Interfaces

For each interface, JTI will work with County's IT staff to create an interface implementation approach and Interface Specification Document. The document will include all information necessary to develop the interface, including:

The data element mappings between the two systems and other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.

Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.

Once the specification document has been completed, JTI will work with County's IT staff to develop and test the interface using the Interface Specification Document.

Upon County's final approval of each interface, the interface will be ready to go live.

3.6 Searches and Reports

Search and Report configuration will consist of the following:

- JTI will review existing searches and reports with County
- County will determine additional searches and reports it needs, plus detailed requirements
- JTI will configure the additional searches and reports
- County will test and either approve or request updates; repeat until complete.

3.7 eProsecutor Public Portal

eProsecutor Public Portal configuration will consist of the following:

JTI will demonstrate the functionality to the County's personnel for evaluation. County will provide JTI a set of written use cases that the Portal should support. JTI will provide County a use case template (MS Word) along with sample use cases. The format of the use case templates streamlines the configuration and testing of the functionality.

JTI will then implement the necessary Portal configurations to support the use cases. This will include:

- Mapping - Configure the communication settings between the Portal and eProsecutor.
- Users/Roles - Setup Portal roles and entering County users into the system.
- Navigation - Configure the site navigation according to user's role.
- Custom Theme - Apply a custom County theme to the Portal.
- Performance - Calibrate cache and bandwidth optimization settings.
- Logging - Configure the proper auditing and logging settings.
- SMTP - Configure up the SMTP and email settings.
- Security - Configure the various permissions and role-based case access rules.

- Documents - Setup shared file storage location where case documents are pulled from System (with proper permissions).
- Case Summaries - Configure the case headers and folder view information to be displayed for users with the appropriate case access permissions.
- Searches - Configure the various case, party and calendar searches.

Once JTI completes the initial configuration, County will begin Public Portal acceptance testing against the functionality defined in the uses cases. Issues will be reported to JTI and the appropriate configuration changes will be made.

County will conduct load and performance testing on the Portal servers. JTI will provide assistance as requested by the County's technical personnel.

3.8   Security

JTI and the County will work together to identify security configuration needs for the system. This collaboration will look at all aspects of security including internet security for the Public Portal.

Security requirements beyond the ability to log into the system can become quite complicated. Since the system uses a "deny unless allowed" security model, adding security restrictions will naturally restrict user access in some scenarios. This can hamper configuration testing, so security configuration is completed as a separate activity.

A Security Configuration Document will be developed listing the user roles and rights for accessing and updating cases.   When the Security Configuration Document is approved, a security testing plan will be developed.

3.9   Deployment

JTI and County project managers will jointly create a Deployment and Go-Live Plan detailing the responsibilities of each implementation team. Deployment will bring together the system hardware, configuration, data conversion, and interfaces so the system can be used in production. Final data conversion and deployment will bring the system live in the production environment.

JTI will work with County's implementation team to create the following in preparation for deployment and go live.

- a Go-Live Plan for train the trainer sessions and hybrid SME/JTI end user training

- onsite go-live assistance

- data entry cutoff date

- final conversion of the database

- roll back plan after Go-Live

County will set up an internal Help Desk that includes technical personnel and agency subject matter experts. The Help Desk should be composed of the following persons.

- System administrators.

- Database administrators.

- Subject matter experts (for referral of process-related issues).

3.9.1 Go Live

JTI will provide onsite resources for the Go-Live date to support County SME and Help Desk staff and line staff/users. Contractor will have configuration staff onsite for the first two weeks at each office during Go-Live to support staff as the product goes live to ensure the successful rollout.

Section 4 – Project Management Methodology

Management of the project begins with a project kickoff meeting and initial work sessions to accomplish the following objectives.

- Complete the Statement of Work document.
- Determine the appropriate Subject Matter Expert (SME) resources for configuration specification meetings.
- Demonstrate eProsecutor to the Customer Project Management Team and Subject Matter Experts.
- Create preliminary Project Schedule.
- Set weekly status meeting schedule.

Following the kickoff meeting, JTI will import the values from all workbooks, create a testing instance for the County on JTI servers, and provide access to the County Project Manager and implementation team.

JTI and County will be responsible for all phases of project management. The project will be managed utilizing an Agile Project Management methodology. In addition, we will use the Project Management Institute (PMI)'s best practices as derived from the Project Management Body of Knowledge (PMBOK), modified as needed to implement the project. The following key items will drive the project:

- At minimum, weekly project backlog discussion
- System demonstrations every two weeks
- Defined project scope
- Quality assurance

Statement of Work, Deliverables and Project Schedule

- Planned resource commitments

- Project tracking

- Issues management

Contractor will utilize the results of the initial planning meetings guided by the Summary Project Work Plan and Configuration stage tasks to jointly build the installation tasks and the responsibilities for and the sequence of each Track. The Project Work Plan also provides a general description of the agency's responsibilities.

Key milestones, including dates, will be jointly determined by the implementation teams during the finalization of the Project Plan; the availability of the County's and JTI's personnel will affect the schedule.

4.1   JTI's Responsibilities.

- Manage JTI staff configuration work.

- Cooperate with County project manager to meet project delivery dates.

- Hold regular status meetings with County on a mutually-agreed schedule.

- Provide regular written project status and configuration task reports and maintain project plan.

- Comply with County workplace conduct guidelines and safe work area practices as defined by County, while onsite at County locations.

- Manage data conversion and interface configuration activities.

- JTI will do semimonthly sprints on County site during the implementation, including any customization and/or fixes.

4.2   County's Responsibilities

- Provide a project manager who will be the primary point of contact between County and JTI throughout the Project. This individual will have the authority to act on behalf of County in fulfilling County's commitments, with approval of the County, as required by County's policies.

- Provide Subject Matter and IT staff experts with County business process expertise to develop configuration requirements, test completed configuration specification items, assist with interface development and testing as needed, and train end users.

- Assist JTI to meet project delivery dates.

- Project manager will be on the County site when JTI is on County site.

4.3   Project Status Meetings

JTI and County will agree upon a regular schedule for both in person and teleconference status meetings and a standard list of topics to address during the meetings including the following.

- Project schedule.
- Configuration tasks needing County feedback.
- Planned requirements gathering meetings.
- Status of identified project risks.

4.4   Project Status Reports

JTI will provide weekly project status reports which address the items to be discussed during project status meetings. In addition, JTI will provide a memo summarizing the items discussed during the status meetings and any actions items and deliverables assigned to the project team.

In addition, during the Requirements Gathering and Configuration stages, a report of the tasks waiting for configuration, currently being configured, and those needing County testing will be provided every two weeks and reviewed the following project status meeting.

The principal guiding documents for the project will be this Statement of Work, the Functional Requirements found in the Business and Technical Requirements found in the originally circulated DA RFP (Exhibit C: RFP), any new requirements, functions and features that arise during testing and a baseline project plan that will be jointly developed and approved by County during the implementation. Other plans will be created during the implementation, including:

- Baseline Project Schedule
- Work Breakdown Structure
- Risk Management Plan
- Change Management Plan
- Acceptance Test Plans
- Training Plan
- Go-Live Plan
- Roll Back Plan

4.5   Communication Plan

JTI will assist County in developing a plan for communicating the status of the project to stakeholders and users so they are prepared for the deployment of the system.

4.6   Risk Management Plan

Statement of Work, Deliverables and Project Schedule

As part of the project management and communications process noted above, a Risk Management Plan will be maintained by the County and JTI and will include the following:

- Number, name and description of risk
- Likelihood and potential impact of risk to the success of the implementation
- Options for mitigating or acceptance of risk
- Persons responsible for addressing the risk

The Risk Management Plan will be reviewed and updated during regular project status meetings between the County and JTI.

Any identified risks that will potentially impact either the timely completion of the items listed in the Scope of Work section of this document or are related to system functionality that is unavailable (but included agreed to either specifically or implied via the RFP or RFP response document related to the contract between the County and JTI) and any new items that come up during the project will be added as risk items. An agreement will be made in writing between the County and JTI as to the impact the risk items will have on the County acceptance of the system.

4.7   Training

User Training

County and JTI will jointly create a hybrid Training plan led by County SMEs. JTI staff will be present on County site during line staff training for in depth questions and support to all District Attorney staff.

Typical training plans include the following:

Training Schedule

User Navigation and Basic System Functional Training (3-4 hours per class)
Navigation
Case Initiation
Case Updates
Scheduling Events
Document Generation
Searches and Reports
Case Notes

Business Process Training (2-3 hours per class)
Work queues
Case Planning
Program and Service Providers
Portal
Work Crew, Electronic Home Monitoring
Financials

Statement of Work, Deliverables and Project Schedule

Help Desk staff is very useful for conducting User Navigation and Basic System Functional Training. Subject matter experts along with JTI staff who were involved in the Requirements Gathering, Configuration, and System Acceptance Testing stages are the best resources for conducting Business Process Training.

Any issues noted during user training will be logged by County and reported to the JTI project manager for task tracking, evaluated by the project managers for impact on the Go-Live date and the business processes of County, and resolved as agreed between the project managers.

Administrator Training

The goal of administrator training is to equip County system administrators and power users with the skills needed to maintain and add to the system as needed. Administrator training typically takes 3-5 days to complete, depending on the topics covered. We recommend the following personnel and skillsets be developed within the County staff.

- System administrators (manage help desk issues, manage users, modify screens, manage workflow and assignments, create reports, manage lookup lists)
- Power Users (manage document templates, create searches)

JTI will provide administrator and "power user" training at times mutually agreed upon by the County on the following topics.

Annual Maintenance
Business Rules
Calendars
Checklists
Conditions
Deadlines (time standards)
Diagnostics
Documents
Entities
Forms Management
eProsecutor Public Portal
Lookup Lists
Navigation
Online Help
Person Management
Reports
Searches
Security
Statutes
System Properties
User Maintenance
Workflow

4.8   Documentation

JTI will provide user documentation (in Microsoft Word and online formats) based on the "baseline" configuration. County will develop configuration-specific documentation for County business processes for use during end user training.

County will maintain the documentation after Go-Live.

4.9   Application Acceptance

During the testing period, the County and JTI project managers will finalize all functions, features and customizations to ensure the system meets the customer's needs and expectations. Any issues or undelivered functionality noted during the testing period will be logged by County, evaluated by the JTI and County project managers, and a plan for resolution will be agreed upon. Any issues deemed non-critical by both the County and JTI shall be resolved, as agreed upon, within 90 days after Go-Live.

The County Go-Live will occur once all functionality, configuration and features are delivered other than those set forth in the non-critical list. Upon the Customer's acceptance and use of eProsecutor in a production capacity at Go-Live, then the application will be deemed accepted, and payment will be made to JTI as outlined in JTI's Software License, Maintenance and Support Agreement and the Professional Services Agreement.

Addendum 1 – Summary Project Work Plan

This Summary Project Work Plan contains a summary description of eProsecutor's configuration areas and the implementation responsibilities and processes to configure eProsecutor to meet County's business practices.

Journal Technologies ("JTI") has configured eProsecutor for prosecuting agencies, and this baseline system has been demonstrated. It provides standard prosecution functionality which will be further configured to fully accommodate your requirements.

Facilities/Organization/Personnel/Case, Hearing, Event and Other Types

JTI to demonstrate and train the agency personnel responsible for the following information so that they assist and make future changes.

Facilities

Agency to provide its facilities data to the extent desired (locations, floors, Agency rooms, capacity, handicap access, equipment, etc.)

JTI to configure and load facility data.

Organization

Agency to provide its organizational structure (divisions, departments, etc.)

JTI to configure and load organizational data.

Personnel

Agency to supply list of personnel for both Agency and non-Agency.

JTI to configure and load personnel data.

Agency will keep the Directory current.

Roles

Agency to provide roles (not individual job titles) for both Agency and non-Agency personnel serving the Agency and ancillary data requirements for each role, such as bar number, badge number, former law firms, classes attended, bond companies, etc.

JTI to configure and load role data.

Case Types

Agency to supply case types, sub case types.

JTI to configure and load these types.

Hearing, event and other types and case phases

Agency to supply list of hearings, events and other types by case type/sub case type.

JTI to configure and load these types.

Information Updates

Agency to provide any changes to facilities, organization, case, hearing, event and other types to JTI which will maintain the tables until the go-live.

Calendars and Scheduling

Holidays and other Calendar Information

Agency to supply Agency holidays, standard working hours and any special types of Agency business and off time.

JTI to enter holidays and standard working hours and configure Agency business and off time types.

Calendaring and Scheduling (Configured and will only need to be updated)

Agency to determine which roles/individuals/Agency rooms are to have calendars.

Agency to provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.

Agency to determine if they want to use calendar time slots for any events.

Agency to determine configurable information on the individual Daily, Weekly and Monthly Agency Calendars.

JTI to create assignment procedures and configure the calendars.

Agency to maintain/modify the Calendars if requirements change.

JTI to demonstrate using Conference Room Pilot.

Case Initiation and Navigation (Some cases could be received electronically.)

Case Initiation (Configured and will only need to be updated.)

Agency to provide case initiation and update screen shots and lookup lists of the current system.

Agency to provide the information/format received from other agencies that also initiate cases.

Agency to provide rules for case numbering and the processing procedures for cases that have not yet been filed with the Court, for example, an agency-initiated investigation or a grand jury investigation.

Agency to supply any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.

Agency and JTI to determine case initiation validation rules and error messages.

JTI will configure case initiation and update screens and lookup lists.

Navigation and Other Screens (Configured and will only need to be updated.)

Agency to provide information to be modified on the Case Header, including the composition of the case name for internal purposes, alerts, and any case information not currently included.

Agency to provide information to be modified on the Case Summary screens.

Agency to provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and for pop-up messages.

JTI to configure Navigation and other screens.

JTI to demonstrate using Conference Room Pilot.

Agency Business Process Review and Workflow for each case type

Agency to have available any existing workflow diagrams, notices, reports, minutes, etc. for each case process.

JTI to facilitate discussions with Agency to review its processes, identify potential process improvement opportunities and determine the processes to be automated using workflow. (Many workflow processes have been configured, and they will be updated to accommodate the Agency's requirements.)

JTI and Agency to review the procedures and processes to determine Time Standards. (For example, automatically schedule a hearing 14 days after an event.)

Agency to provide the case assignment process, weighted case assignment rules, caseload balancing policies and conflict rules.

JTI to build assignment business rules.

JTI to build workflows and time standards.

JTI to demonstrate using Conference Room Pilot.

Interfaces using the API

Agency will provide the requirements for the information exchange, i.e., the conditions that trigger it, what information will be transferred, the format of the information exchange, the manner of the exchange (real time or batch), required controls (such as header and trailer records), etc.

JTI will configure and unit test the API and provide test entries, and the Agency will determine go-live readiness.

Data Conversion

Agency confirms data to convert and transfers the legacy data to a common database system from which JTI will insert it into eProsecutor.

(Agency to do data cleaning or scrubbing in the legacy database after the iterations, if necessary JTI to transfer the data from the common databases to eProsecutor.

Agency and JTI determine go-live readiness.

Testing

Acceptance Testing

JTI and Agency to develop acceptance plans centered on Conference Room Pilots and test cases.

JTI to certify that eProsecutor is ready for acceptance testing.

Agency to test eProsecutor per the acceptance test plan and note any defects.

Training

Agency to assign in-house help desk personnel early in the project. They should participate in all stages.

JTI to train IT personnel and administrative users, including help desk personnel, from day one with the training to continue throughout the project.

JTI to directly train the accounting personnel.

Agency and JTI to develop end user training plans.

Implementation

JTI to prepare eProsecutor for implementation.

Agency and JTI will jointly create a hybrid Training plan led by Customer SMEs.

JTI and Agency to migrate data from legacy information systems.

Agency to conduct implementation testing over weekend prior to implementation.

Agency and JTI to conduct "go / no go" review.

eProsecutor to be implemented in production.

(Although the Public Portal will be implemented, the Agency may not wish to immediately expose this site to the public pending any post-implementation data clean-up activities that may be required.)

Technical Environment

JTI to setup a configurable system Santa Barbara and to provide the Agency's implementation staff with access.

JTI to provide hardware, software and system network specifications

JTI to train the IT personnel for the system installation, if needed

Agency IT to setup Production system, including the Public Portal, Testing, Training, Staging system and provide JTI with VPN credentials.

Agency and JTI to verify that all systems are ready to go-live

Exhibit E - Indemnification and Insurance Requirements

(For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising from the negligence or willful misconduct of CONTRACTOR in the performance of this Agreement, but does not apply to the COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form HG 00 01 0916 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate**.
5. **Cyber Liability Insurance**: Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for

breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

    iii. 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 completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

1. MAINTENANCE AND SUPPORT SERVICES

    1.1.   Maintenance and support services shall be provided by CONTRACTOR pursuant to the terms of this Agreement, subject to the COUNTY's performance of its obligations under the Software License, Maintenance and Support Agreement with CONTRACTOR including, without limitation, payment of all fees due thereunder pursuant to Attachment 1 of Exhibit A-1 thereof.

        1.1.1.   CONTRACTOR shall provide ad hoc support services for annual system and/or application support.

        1.1.2.   Ad hoc support covers any additional support, updates, and changes that DISTRICT ATTORNEY may acquire through a change order during the Agreement maintenance and support period, as long as the updates and changes are performed or reviewed by CONTRACTOR.

    1.2.   District Attorney Hours. DISTRICT ATTORNEY operates 24/7. Staff hours are from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday.

    1.3.   Support Hours. CONTRACTOR shall provide first-line support from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday. CONTRACTOR shall respond (i) immediately to issues raised via phone, and (ii) within four (4) hours to issues raised via e-mail or customer support portal (JIRA), in each case provided the request was initiated by an Application Administrator before 4:00 p.m. PST Monday through Friday.

    1.4.   After-Hours Support. CONTRACTOR shall provide an after-hours support number to call from 5:01 p.m. to 7:59 a.m. PST on Monday through Friday and on Saturdays, Sundays, and major holidays, for assistance with emergency (i.e., system wide outage) situations.

    1.5.   District Attorney Authorized Agents. Any member of the DISTRICT ATTORNEY's Information Technology team designated by the COUNTY to be responsible for managing the Case Management System and for initial handling end-user support tickets (an "Application Administrator") is recognized as an agent of DISTRICT ATTORNEY for support purposes.

    1.6.   Escalation Process. During normal support hours, CONTRACTOR shall provide COUNTY with at least one Named Primary Account Manager. COUNTY's Named Primary Account Manager shall be the point of contact at CONTRACTOR for COUNTY-approved support personnel working to resolve issues with the system during the support period. When COUNTY's Named Primary Account Manager is unavailable due to on-call rotations or days off, one or more temporary replacement points of contact shall be available to COUNTY.

1.7. Resolution. Resolution is a mutually agreed upon condition where a) the problem has been satisfactorily resolved; or b) a satisfactory work-around procedure has been identified and implemented. Resolution may also include transitioning the request into the change control process for review.

1.8. Support Case Closure. Support cases cannot be closed without approval of an Application Administrator. A CONTRACTOR software support representative must contact the initiator of the case to ensure the resolution is satisfactory. Upon verification of successful resolution from COUNTY, the software support representative will ask permission to close the case. If agreed, the nominated support contact will then receive email confirmation that the case has been closed.

1.9. Record database. Information from closed cases will be added to a historical record database. Any documentation or correction notes will be added to the historical database if needed.

1.10. Reporting. CONTRACTOR shall provide DISTRICT ATTORNEY with monthly reports of cases opened, resolved, and still pending.

1.11. Service Level Agreement Response Times.

An Incident is a disruption in the normal information flow or service with the software application. Each Incident will be classified in accordance with the below categories:

- 1-Critical: Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System.
- 2-High: Non-critical System failures: A fault that causes the System to not operate in accordance with Specifications, but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.
- 3-Medium: Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information.
- 4-Low: A minor fault causing the System not to operate in accordance with specifications, with no disruption to business activity. This category includes "Incidents" relating to environments other than production.

CONTRACTOR shall respond to requests for technical support received via one of the standard methods of contact. CONTRACTOR's goal is to provide a response and resolution based on the category of Incident within the time frames set forth below:

Category	Response Goal (if made via Telephone)	Response Goal (if made in JIRA or via email, messaging)	Resolution Targets
1-Critical	Immediate	4 business hours	ASAP, but no more than 48 hours upon verification of steps to reproduce issue
2-High	Immediate	4 business hours	ASAP, but no more than 60 days upon verification of steps to reproduce issue
3-Medium	Immediate	4 business hours	ASAP, but no more than 90 days upon verification of steps to reproduce issue
4-Low	Immediate	4 business hours	ASAP, but no more than 180 days upon verification of steps to reproduce issue

A response within goal is an acknowledgement that the CONTRACTOR has received the Incident Report. It does not mean that the Incident has been satisfied.

Resolution Target does not include any time period(s) during which CONTRACTOR is waiting on information, clarification or task completion by Customer. The tracking of such time period(s) is the responsibility of the CONTRACTOR and where applicable, needs to be logged in JIRA.

INNOVASAFE, INC.®
Intellectual Property Risk Management

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe. Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.

- Beneficiary specific terms and conditions may be required.

- Modifiable Agreement is required

- Services include:
    o Complete client service
    o Fees Locked For the Initial Term
    o Physical or Electronic Deposits
    o Quarterly Deposits Included
    o No Additional Storage Fee
    o Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com**

This Software Source Code Escrow Agreement ("Agreement"), number 2738, <u>effective</u> as of the date signed by the Depositor ("Effective Date"), is made and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"*Beneficiary*" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"*Beneficiary Enrollment Form*" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"*Designated Beneficiary*" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"*Description of Escrow Deposit*" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"*Escrow Deposit*" or "*Deposit*" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"*License Agreement*" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"*Replacement*" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"*Software*" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"*Source Code*" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"*Update*" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

      2.1   Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 <u>Encrypted Electronic Deliveries</u>: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

2.3 <u>Deposit Receipt Notification</u>: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 <u>Technical Verification of Deposit</u>: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. <u>Limitations</u>: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 <u>Failed Deliveries, Duty of Care and Sub-Contractors</u>: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 <u>Enrollment of Beneficiaries</u>: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 <u>Beneficiary Enrollment Forms</u>: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4.   DEPOSIT RELEASE PROCEDURES

4.1   <u>Conditions to Enforcement</u>: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2   <u>Release Conditions</u>: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3   <u>Release Procedures</u>: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

        6.3   Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

        6.4   Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

        6.5   Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.   .

7.   REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

        7.1   No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

        7.2   Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1   <u>Records of Deposits</u>: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2   Intentionally Omitted

8.3   <u>Confidentiality and Storage of Deposits</u>: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1   <u>Reliance and Suspension of Performance</u>: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party.   With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2   Intentionally Omitted

9.3   <u>Indemnification</u> :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs

and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4   Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5   (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or it implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 <u>Notices and Notice Address</u>: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1st. St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia_nading@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.
Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
              International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 <u>Independent Contractors</u>: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2   Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3   Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4   Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5   Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6   Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7   Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8   Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9   Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

       11.10   Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR
BY: _____
Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE
BY: _____
Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

THIS FORM <u>MUST</u> ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT: 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return OR** ☐ **Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s))** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20 _____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary:**
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	**No Fee**	
Traditional Escrow Annual Deposit Fee*		
▪ **1ˢᵗ Product**	**$675**	
▪ **Additional Products** – per product	**$350**	
▪ **Included Benefits and Services**		

○ 4 Free Updates/Replacements
    ○ Physical or Electronic Deposits
    ○ Deposit Notification – all parties		

Annual Beneficiary Fee	**$200**	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	**$995**	☐ Yes ☒ No
▪ Basic Report	**No Fee**	☐ Yes ☒ No
▪ Detailed Report	**$95 per report**	☐ Yes ☒ No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	**$200**	☐ Yes ☒ No
▪ Dual Vaulting	**$200**	☐ Yes ☒ No
▪ Account Status Reports - Quarterly	**$200**	☐ Yes ☒ No
▪ Deposit Tracking - Quarterly	**$200**	☐ Yes ☒ No
▪ SafeAccess (24/7) Online Deposit History Only	**$200**	☐ Yes ☒ No
▪ FullAccess (24/7) Online Comprehensive	**$200**	☐ Yes ☒ No
▪ L1 Deposit Verification – Limited Only	**$200**	☐ Yes ☒ No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	**Quote Only**	
▪ L3 Verification – Comprehensive – per check	**Quote Only**	
Release Request Fee – per request	**$200**	

*One product deposit and one beneficiary fee will always be invoiced

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20_____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $_____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515