CASE MANAGEMENT SYSTEMS
AGREEMENT

Between

COUNTY OF SANTA BARBARA

And

JOURNAL TECHNOLOGIES, INC.

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CASE MANAGEMENT SYSTEMS AGREEMENT

Between

COUNTY OF SANTA BARBARA

And

JOURNAL TECHNOLOGIES, INC.

THIS CASE MANAGEMENT SYSTEMS AGREEMENT (hereafter Agreement) is made by and between The County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) , for its Public Defender's Office and Journal Technologies, Inc., with an address at 843 S. 100 W. Logan, Utah 84321 (hereafter CONTRACTOR) .

WHEREAS, COUNTY's Public Defender's office evaluated CONTRACTOR's proposal and desires that the COUNTY enter into a an agreement with CONTRACTOR for the license of a case management system and services; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DEFINITIONS

1.1 "Deliverables" means any Software, goods, information technology, and other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.

1.2 "Documentation" means manuals and other materials necessary or useful to the COUNTY in its use or maintenance of the Software provided hereunder by CONTRACTOR.

1.3 "Effective Date" means the date the Agreement is executed by COUNTY.

1.4 "Software" means any computer programs supplied by CONTRACTOR, including JustWare Solution Suite, a case management suite composed of JustWare Defender, JusticeWeb, and JustWare Application Programming Interface (JustWare API or API), along with Document Imaging and Barcoding, Document Author Software, and any enhancements and upgrades.

1.5 "System" means the complete collection of Software, hardware, and services as described in this Agreement, integrated and functioning together, and performing in accordance with this Agreement.

1.6 "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.

1.7 "Site License" means that no licensing limit applies to how many users can access the Deliverable.

2. DESIGNATED REPRESENTATIVE

The designated representative for COUNTY during the Term shall be Raimundo Montes De Oca, and CONTRACTOR's designated representative shall be Jon Peek, or such other persons as designated in accordance with Section 3 Notices below. The CONTRACTOR Project Manager will be assigned at a later date. The COUNTY Project Manager is Mona Ramirez. Changes in designated representatives shall be made only after advance written notice to the other party.

3. 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 Public Defender
ATTN: Raimundo Montes De Oca
1100 Anacapa Street,
Santa Barbara, California 93101

To CONTRACTOR: Journal Technologies, Inc.
ATTN: Jon Peek
843 S. 100 W.
Logan, Utah 84321

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 Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

5. LICENSE AND DELIVERY

5.1 **License.** CONTRACTOR grants COUNTY a non-exclusive, non-transferable, perpetual license to install and use the Software in accordance with this Agreement. COUNTY may:

a. Install and use the Software on any computer or device for each named user license purchased and make one copy of the Software in machine-readable form solely for backup purposes.
b. Install and use JusticeWeb and the JustWare API as a Site License.
c. Install and use the Software in a testing and staging environment.
d. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of named user licenses of the Software purchased.
e. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of COUNTY's internal network, for Internet or Web-hosting services only by a named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.

f. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

5.2 **Delivery**. Products, including software or access to software, documentation required for installation thereof and license keys, shall be delivered by CONTRACTOR to COUNTY upon the execution of this Agreement.

5.3 **Maintenance Fees**

COUNTY shall make payment of the maintenance fees to CONTRACTOR based on an annual fee in accordance with Attachment B-1, and subject to increase as indicated therein. 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 Attachment B-1, and pro-rated for any partial year.

6. 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 the COUNTY limited rights to use the Software. Although the COUNTY owns any media on which the Software is recorded, the 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, 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 may 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 may not release proprietary Software information such as Software database schemas or Software technical specifications. COUNTY may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to human-perceivable form. COUNTY may not rent, lease or sublicense the Software. COUNTY may not modify the Software or create derivative works based upon the Software. COUNTY may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder. For purposes of this Section 6, Documentation does not include this Agreement and accordingly the COUNTY may post this Agreement publicly on the internet as part of the COUNTY's approval process.

7. UPGRADES

7.1 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.

7.2 COUNTY will receive all future upgrades to the Software at no cost as long as a current support agreement is maintained.

8. TERM

CONTRACTOR shall commence performance upon the Effective Date of this Agreement and the "Term" of the Agreement shall continue for five (5) years from System Acceptance for so long as COUNTY is current in all required license and service fees under this Agreement. The Term may be terminated earlier pursuant to this Agreement.

The COUNTY shall have the option to renew the Agreement for three additional one-year terms at the prices specified in Exhibit B, Attachment B1.

9. INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED RIGHTS

9.1 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 thirty (30) calendar days) after delivery. If the Deliverables, services, or the tender of delivery fail in any respect to conform to the Agreement, the 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.

9.2 Inspection

9.2.1 CONTRACTOR will keep records evidencing inspections and their result, and will make these records available to the COUNTY during performance and for four (4) years after 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.

9.2.2 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.

9.3 Test

9.3.1 COUNTY will use the criteria established in this Agreement, the Statement of Work, or any subsequent sub-Statement of Work to determine the acceptance of each task and to test the Deliverables and/or services.

9.3.2 If the COUNTY, in its reasonable discretion, determines that the Deliverables and/or services have failed to meet a specific task, specification or requirement of the Statement of Work, any sub-statement of work, or this Agreement, 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:

(i) Have the CONTRACTOR modify the Deliverables and/or services to conform to the Documentation;
(ii) Extend the acceptance testing period for a reasonable time period to allow time for the CONTRACTOR to remedy the problems; or
(iii) Terminate this Agreement and its obligations to CONTRACTOR. Any pre-payments made to CONTRACTOR for services that have not yet been accepted shall be prorated to the termination date and the remainder refunded to COUNTY.

9.4 Acceptance

9.4.1 Acceptance is set forth in the Statement of Work.

9.5 Rejection

9.5.1 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 Section 9.1 of this Agreement. Such notice of rejection will state the respects in which the Deliverables and/or services do not substantially conform to their specifications. Acceptance by COUNTY will 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 the COUNTY might have at law or by express reservation in this Agreement with respect to any nonconformity.

9.5.2 CONTRACTOR shall be responsible to reclaim and remove any rejected Deliverables and/or items at its 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 and demonstrated and agreed upon in accordance with the dispute resolution procedures herein.

9.6 Corrective Action

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

9.6.2 CONTRACTOR shall correct any and all discrepancies, violations, or deficiencies within thirty (30) calendar days, unless the corrective action requires additional time, in which case CONTRACTOR shall have a reasonable period of time to make corrections.

9.6.3 In the event that the CONTRACTOR's Deliverables and/or services reasonably are not accepted by COUNTY, the CONTRACTOR shall be liable for actual, direct damages incurred by the COUNTY because of such failure by CONTRACTOR; or, COUNTY may terminate for cause on grounds of material breach and CONTRACTOR shall be liable for COUNTY's actual, direct damages, provided that in both cases COUNTY's actual, direct damages are demonstrated in accordance with the dispute resolution procedures herein, and subject to Section 25 Limitation of Liability.

9.6.4 CONTRACTOR shall promptly reimburse the COUNTY for the damages set forth and demonstrated in accordance with Section 9.6.3, or, at COUNTY's option, the COUNTY may offset such damages from any payment due to the CONTRACTOR under any contract with the COUNTY.

9.6.5 The rights and remedies of COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. 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 the CONTRACTOR, or of any other claim, right or remedy of the COUNTY.

10. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 3 Notices above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

11. 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.

12. ESCROW

COUNTY shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between CONTRACTOR and InnovaSafe, Inc. (or a subsequent escrow agreement with another source code escrow services provider), as such agreement or subsequent agreement may be amended from time to time. COUNTY may complete the beneficiary enrollment form and pay the required fees directly to the software escrow service provider.

13. WARRANTY

13.1 Any Deliverables and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that CONTRACTOR gives to any of its customers for the same or substantially similar Deliverables and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to COUNTY by any clause in this Agreement.

13.2 Unless otherwise specified, the warranties in this Section 13 and its subsections and any other warranties in connection with this Agreement begin upon COUNTY's final acceptance of the Deliverables and/or services in question and end eighteen (18) months thereafter. CONTRACTOR warrants that:

13.2.1 Deliverables and/or services furnished hereunder shall strictly conform to the requirements of this Agreement (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work) and CONTRACTOR's Documentation;

13.2.2 Deliverables shall:

(i) be free from material defects and workmanship;
(ii) be free of illicit or harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software)
(iii) not contain hidden files or viruses;
(iv) not replicate, transmit or activate themselves;
(v) not alter, damage or erase data or computer programs; and
(vi) not infringe or violate any U.S. Intellectual Property Right

13.2.3 All Deliverables supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by COUNTY, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances.

13.2.4 CONTRACTOR represents and warrants that it has all rights to license to COUNTY all Deliverables containing embedded or third party software. CONTRACTOR shall pass through all applicable warranties to COUNTY.

13.2.5 Security features shall be embedded, enabled and active upon delivery to COUNTY, including baseline security configurations for the environment and the related Software Deliverables.

13.3 CONTRACTOR shall immediately repair and/or replace any Deliverable not conforming to any warranty, or provide services to conform to the COUNTY's requirements, at no additional cost to COUNTY.

13.4 At COUNTY's option, CONTRACTOR shall use best efforts to repair and/or replace any Deliverable containing illicit or harmful code. CONTRACTOR shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the COUNTY's requirements.

13.5 If CONTRACTOR is unable to repair and/or replace to the COUNTY's satisfaction and within a reasonable period of time, COUNTY may immediately terminate this Agreement for cause pursuant to Section 29(A)(3) of this Agreement and CONTRACTOR shall be liable to COUNTY for damages, provided such damages are demonstrated in accordance with the dispute resolution procedures herein.

13.6 During the provision of Deliverables and/or services, CONTRACTOR may not disclaim any warranty applicable under this Agreement, and any such disclaimer shall be void.

13.7 Unless otherwise specified CONTRACTOR does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

13.8 CONTRACTOR does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by COUNTY, unless such modification is approved or directed by CONTRACTOR, (B) use of Software in combination with or on products other than as specified by CONTRACTOR or (C) misuse by COUNTY.

13.9 Where CONTRACTOR resells or relicenses hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, CONTRACTOR will pass through any such warranties to the COUNTY and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve CONTRACTOR from, CONTRACTOR's warranty obligations set forth above.

13.10 All warranties, including special warranties specified elsewhere herein, shall inure to the COUNTY, its successors, assigns, customer agencies, and governmental users of the Deliverables and/or services.

13.11 Should any Deliverable contain embedded or third party software without a license as specified in Section 13.2.4, CONTRACTOR shall immediately obtain a license for COUNTY's benefit at no cost to the COUNTY. Said license shall conform to the requirements set forth in Section 5.1.

13.12 CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder.

14. 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 venture, 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.

15. 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 be prepared in a first class and workmanlike manner and 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 without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

16. 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.

17. TAXES

CONTRACTOR shall pay all 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, and should CONTRACTOR be required to do so by any government agencies, COUNTY agrees to promptly reimburse CONTRACTOR for the full value of such paid taxes plus interest and penalty, if any. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value 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.

18. CONFLICT OF INTEREST

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 conflict in any manner or degree 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. 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.

19. COUNTY DATA

19.1 "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.

19.2 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.

19.3 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, 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; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

20. 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 the 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.

21. 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 the Termination section 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.

22. RECORDS, AUDIT, AND REVIEW

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. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have 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 the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

23. INDEMNIFICATION AND INSURANCE

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

24. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR warrants for the benefit of the COUNTY and its users that any Deliverables and/or services provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Deliverables and/or services provided pursuant to this Agreement infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including

attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Intellectual Property Indemnification provision shall survive expiration or termination of this Agreement.

25. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In addition, unless otherwise prohibited by law, both parties' liability to each other for any cause whatsoever, and regardless of the form of action, shall be limited to the greater of 1) the insurance limits set forth in Exhibit C of this Agreement, or 2) amounts paid by COUNTY to CONTRACTOR pursuant to this Agreement. The foregoing limitation of liability shall not apply to CONTRACTOR's willful misconduct, gross negligence, fraud, or security or privacy violations.

26. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

27. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

28. NON-ASSIGNMENT

CONTRACTOR shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

COUNTY agrees to allow CONTRACTOR to utilize third party partner Five Points Solutions (FivePoint) for services related to development of application interface (API) and data integration.

CONTRACTOR shall be responsible for all work by any subcontractor.

29. TERMINATION

A. By COUNTY. In accordance with this Section 29, 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.

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.

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 will notify CONTRACTOR of such occurrence and COUNTY

may terminate or suspend this Agreement in whole or in part, 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.

3. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, 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 notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon any termination of this Agreement, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain; provided that custom work product and intellectual property developed in connection with this Agreement, which shall not include COUNTY information, shall be the property of CONTRACTOR and shall continue to be licensed to COUNTY pursuant to Section 5.1. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the dispute shall be resolved according to the dispute resolutions procedures provided herein. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

30. DISPUTE RESOLUTION

30.1 **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.

30.2 **Mediation of the Dispute.** In the event of any dispute between the parties which arises under this Agreement and which is not resolved under Section 30.1 above, the parties shall submit such dispute to a mediator agreed upon by the parties. Any such mediation shall be conducted in the County of Santa Barbara, California, unless the parties consent to a different location. Each party shall bear their own costs associated with the mediation. Any disputes shall be resolved using the laws of California.

31. DISENTANGLEMENT

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

31.2 CONTRACTOR shall cooperate with COUNTY and COUNTY's other contractors to ensure a smooth Transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONTRACTOR shall cooperate with COUNTY's efforts to ensure that there is no interruption of

work required under the Agreement and no adverse impact on the supply of Deliverables, provision of services or the COUNTY's activities. Notwithstanding the obligations of this Section 31.2, if, after termination, service or Deliverables are provided by CONTRACTOR in connection with a Transition, COUNTY shall pay CONTRACTOR for such Transition services or Deliverables at the then current non-standard support rate.

32. 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.

33. 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.

34. REMEDIES NOT EXCLUSIVE

Unless expressly stated in this Agreement, 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.

35. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

36. NO WAIVER OF DEFAULT

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.

37. ENTIRE AGREEMENT AND AMENDMENT

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.

38. 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 assigns.

39. COMPLIANCE WITH LAW

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.

40. CALIFORNIA LAW AND JURISDICTION

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.

41. EXECUTION OF COUNTERPARTS

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.

42. AUTHORITY

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. 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.

44. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

45. BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

46. EXHIBITS:

The following Exhibits and Attachments are incorporated herein and constitute a material part of the Agreement. For purposes of the Exhibits, "you" refers to COUNTY and "Journal Technologies," "Journal," "us," "we," and "our" refer to CONTRACTOR.

Exhibit A: Statement of Work
Attachment A-1 – Services of Statement of Work

Exhibit B: Payment Arrangements
Attachment B-1 – Schedule of Fees

Exhibit C: Indemnification and Insurance Requirements (for Professional Contracts)

Exhibit D: HIPAA Business Associate Agreement (BAA)

Exhibit E: Description of Product and System/Technical Requirements

Exhibit F: Support Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Raimundo Montes De Oca

By: _____
Department Head
Public Defender

CONTRACTOR:
Journal Technologies, Inc.

Digitally signed by Jon Peek
DN: cn=Jon Peek, o=Journal Technologies Inc., ou, email=jpeek@newdawn.com, c=US
Date: 2015.03.16 17:21:58 -06'00'

By: _____
Authorized Representative

Name: Jon Peek

Title: Chief Operating Officer

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Raimundo Montes De Oca

By: _____
Department Head
Public Defender

CONTRACTOR:
Journal Technologies, Inc.

By: _____ 3-16-15
Authorized Representative

Name: Jon Peek

Title: Chief Operating Officer

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

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

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County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Raimundo Montes De Oca

By: _____
Department Head
Public Defender

CONTRACTOR:
Journal Technologies, Inc.

By: _____
Authorized Representative

Name: Jon Peek

Title: Chief Operating Officer

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Raimundo Montes De Oca

By: _____
Department Head
Public Defender

CONTRACTOR:
Journal Technologies, Inc.

By: _____
Authorized Representative

Name: Jon Peek

Title: Chief Operating Officer

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

EXHIBIT A - STATEMENT OF WORK

CONTRACTOR's "Services Statement of Work," is herein incorporated by reference as Attachment A-1.

CONTRACTOR is referred to herein as "Journal" or "Journal Technologies."

Account Management. CONTRACTOR will assign an Account Manager and a Project Manager (such Project Manager, the "Journal Project Manager") to the COUNTY to facilitate the contractual relationship, and be fully responsible and accountable for fulfilling the COUNTY's requirements. CONTRACTOR represents and warrants that such persons will ensure that the COUNTY receives adequate support, problem resolution assistance and required information on a timely basis.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

[INTENTIONALLY OMITTED BELOW]

Attachment A-1
Services Statement of Work

1. Initiating

The objective of the Initiating Phase is setup, gather or construct the necessary inputs, systems and tools for the Planning and Executing phases of the project. The project commencement "Initiating Phase" will begin upon execution of Contract and no later than seven (7) days from execution of Contract.

Journal Deliverables:

- Software License keys
- Deliver Implementation Quick-start Workbooks
- Installation of Journal developed software

2. Planning

The objective of this phase is to ensure the appropriate project documents, plans, and resource allocations are in place for the remainder of the project. Your project team will work with the Journal team to create a baseline project plan which will identify necessary tasks, assign resources, and set a timeline for implementing the system.

Journal Deliverables:

- Project Plan Template
- Onsite Planning Consultation(s)
  - Onsite consultation(s) to work with the "County Project Manager" to work through the planning process and work to complete the baseline implementation plan. During this time the Journal Team and the COUNTY team will review the implementation goals and create a schedule for the trainings, configurations, and other work necessary to achieve go live on the JustWare system in the COUNTY office(s).

3. Executing

The objective of this phase is to configure JustWare for COUNTY workflows and to have COUNTY staff begin using JustWare in a live capacity. During this phase JustWare Administrators will receive instruction on how to configure and maintain the JustWare System; Journal staff will work with COUNTY to build COUNTY configurations using screens, templates, reports, and business rules; and end users will be trained on how to complete their day to day tasks in the JustWare system.

Journal Technologies and COUNTY will create and agree upon"Acceptance Criteria" for each configuration item. Acceptance Criteria should be created prior to the configuration effort for the applicable item and should include appropriate use cases, sample cases and test scenarios.

All Acceptance Criteria shall be created prior to configuration completion. Acceptance testing can begin during the configuration process, but cannot be completed until configuration is complete.

Journal Technologies Deliverables:

- **JustWare Training will include the following training sessions:**
    - Onsite JustWare Administrator Training
        - Administrator Training includes instruction on how to setup and manage JustWare to meet the needs of your office. Topics that will be covered include Code Table Input and Maintenance, security setup, and data partitioning.
    - Onsite JusticeWeb Administrator Training and Configuration
        - JusticeWeb Administrator Training will include instruction in one or more of the following areas, as jointly determined by the COUNTY Project Manager and Journal Project Manager
            - Setting up and maintaining the E-Filing portal including the ability to have pro se litigants, attorneys, claimants, and other case participants to electronically file and review cases via the web.
            - Setting up and maintaining E-Discovery, managing the exchange of discovery packages online.
            - Setting up and maintaining E-View, including setting up a login-secured and/or publicly accessible web portal that contains case, personnel, or calendar information.
            - Setting up and maintaining the E-Payment portal allowing partner agencies or the general public to pay fines or fees online.
    - Onsite Business Intelligence Development Training and Configuration
        - Business Intelligence Development Training includes instruction in one or more of the following areas, as jointly determined by the County Project Manager and Journal Project Manager:
            - Business Rule Training, providing trainees with the knowledge necessary to create, modify, and maintain business rules within JustWare.
            - Document Author Training, providing trainees with the knowledge necessary to build JDA templates.
            - Report Author Training, providing trainees with the knowledge necessary to create, modify, and manage reports.

- **JustWare Training Materials**
    - Journal Technologies to prepare training materials
    - Provide standard user manuals
- **JustWare Configuration Services performed remotely to include:**
    - JDA Templates - JDA Templates are built to pull case or name data into a document that may be edited by an end user. JDA Templates are automatically saved to the JustWare electronic filing cabinet.
    - SSRS Reports - SSRS Reports are view or export only reports that are generally used for dashboards, queue management, summary, and other data review and viewing purposes. Reports are not automatically saved into the JustWare electronic filing cabinet. SSRS Reports can be set up to run on a subscription basis through email or shared network folder.
    - JWXML Screens Updates - Screen changes include relabeling of fields, removing unused fields, and positioning of data groups.
    - Business Rules - Business rules in JustWare can be used to enforce data entry, insert or delete data based on specific triggers.

Note: Contract pricing was generated using an estimate of 20 JDA Templates, 10 Reports and 2 Custom Screens. Actual quantities will vary from the above based upon implementation requirements and goals.

- **JustWare Configuration Consultation sessions performed onsite**
  - Onsite consultation(s) to assist COUNTY JustWare Administrator(s) with JustWare configuration. The Journal Project Manager and the COUNTY Project Manager will work together to define the prioritized task list for each trip prior to scheduling.

4. User Acceptance Testing

The COUNTY shall be given the opportunity to verify that the new business solution is ready for implementation and deployment into production through User Acceptance Testing (UAT). Journal Technologies will provide resources to assist in resolving questions and issues during the User Acceptance Testing.

System Acceptance is defined as the point in time that the County acknowledges by signature of a "Deliverable Acceptance Statement" that the Software has met all of the agreed upon Acceptance Criteria and is ready to be deployed into production.

The following deliverables are related to User Acceptance Testing performed by the COUNTY:

4.1 Completion of Final Acceptance and Ready to Go Live

4.2 Final Acceptance of Development of API with Courts may occur at a later date after initial System Acceptance of the Justware system.

A key point is that vendors do not fully understand the depth of COUNTY business process to acknowledge when a solution is ready to run a COUNTY's operation. User testing and validation is irreplaceable as the final validation that the COUNTY's people, processes and technology are all in order for Go-Live. Defense offices that conduct thorough User Acceptance Testing have smoother implementation and gain much faster acceptance then those that dedicate limited time or resources to this critical success factor.

The COUNTY will conduct its User Acceptance Testing based on practice that help optimize the balance between the time demand on COUNTY users and the important benefits from testing.

4.2.1 CONTRACTOR Responsibilities:

A. Review and triage the issues list with the COUNTY Project Manager using an agreed upon issues tracking system and issue management process

B. CONTRACTOR will assist with issue resolution during User Acceptance Testing

4.2.2 COUNTY Responsibilities:

A. Provider User Acceptance Testing environment

B. Schedule and monitor User Acceptance Testing participation

C. Execute the acceptance test data and validate test results

D. Conduct regression testing for issues resolved prior to Go-Live

E. System Acceptance certification

5. Go-Live

Definition: The instance when the system is used in a production environment following System Acceptance.

Journal Technologies Deliverable:

5.1 Onsite Assistance during Go-Live includes assisting end users transition to the new system by answering questions and providing support in learning how to perform daily tasks in the JustWare system.

6. Custom Development

Subject to the terms and limitations in the Statement of Work, Journal using a subcontractor Five Point will create and implement a one-way interface from the Santa Barbara Courts' Tyler Odyssey system to the COUNTY JustWare system.

PROJECT SUMMARY: Using the Journal JustWare API, FivePoint will create a one-way interface for data exchange between the Court's Tyler Odyssey system and Journal's JustWare case management solution.

This custom work will be coordinated with the schedule for installation of Journal JustWare software. The Custom Development Phase for this Work Order shall not exceed 120 calendar days, beginning with the signing date of a "Notice to Proceed" by the COUNTY.

This Statement of Work sets forth the roles and responsibilities, assumptions, scope, constraints and an estimated schedule that will govern the data exchange project detailed below. The content of this document is intended to provide framework for the data exchange project processes, to ensure mutual understanding, clear expectations and successful results.

Assumptions and Constraints:

- Journal and FivePoint assume all software and hardware costs are already accounted for including Journal's API. Should any additional hardware or software be required for the interface to function properly, FivePoint will not be responsible for acquiring any additional hardware or software.
- FivePoint will perform all work subcontracted to it remotely from FivePoint's location.
- Cost includes one year of support by Five Points following COUNTY acceptance of the API for any bug fixes to bring the solution in line with the field mapping document rules. COUNTY has the option to negotiate a support contract directly with FivePoint for ongoing interface support thereafter.
- Additional interfaces enhancements are not covered in this statement of work and any additional requirements will require additional costs.
- Journal will provide support on JustWare API questions and will assist FivePoint on JustWare API support questions. COUNTY will contact FivePoint directly for support requests.
- With any data exchange, duplicate entries may exist and any new entries may duplicate existing data. The success of the interchange depends heavily on the quality of the data being received. 100% elimination of duplicates is not guaranteed.

- COUNTY will provide a primary point of contact to review the application and be available to answer any questions.
- The interface specifications provided for development and the final interface must match exactly. Any changes made once development has begun will be subject to a change request.
- FivePoint will assist COUNTY in installing and loading the interface code.
- It is assumed that a windows based computer is available at COUNTY's location to install the data exchange.
- Once project is complete, FivePoint will deliver a copy of the source code to COUNTY. Should any additional enhancements, upgrades, or customizations be required by the COUNTY, FivePoint can provide a quote for those services.
- A project schedule will be jointly developed and mutually agreed to during the initiation of this project
- Work performed under this Statement of Work is under warranty by the FivePoint for thirty (30) days following delivery of the data interchange code. Errors or omissions in converted data that result from interchange process included with the In Scope Service below are covered by this warranty. Any changes to source data, database, API or additional data elements not originally agreed to in the field mappings are not covered under this warranty.
- Support and Maintenance for interface after the the one year is not included in this contract but may be added annually or at an hourly rate.
- Journal Support and Maintenance for the API is included per Attachment B-1 and covers upgrades and maintenance to the API software.

Estimated key project milestones: **Milestone**	**Responsibility**
Sign off Notice to Proceed for One-way *Data Exchange with Tyler Odyssey*	COUNTY
Kickoff and discussion to define frequency of data exchange	COUNTY / FivePoint
Create logical field mapping document with defined business rules	FivePoint
Sign off on field mapping document	COUNTY
Build and test data exchange Code	FivePoint
Assist in loading and installing application in target environment	FivePoint/ COUNTY
Review interface and data exchange application in COUNTY's environment	COUNTY
Deliver final production data exchange code	FivePoint

Source System:

- Court's Tyler Odyssey

Target System:

- Journal Technologies JustWare

In Scope Service:

- Phase start of inbound interface development for Tyler Odyssey interface
- Data for this interface will be provided by Source system in an XML file format. XML Schema will be determined and provided by FivePoint.
- Data will be delivered by Source system via a FTP site or file server provided by the COUNTY.
- A separate XML file will be created by the source system for each case.

- FivePoint will process each XML file on a scheduled task that will be triggered on a minimum of 5 minute increments and a maximum of once per calendar day.
- FivePoint will provide an external program that imports the data designated in this SOW into the JustWare System using the JustWare APIs on a scheduled basis.
- FivePoint will implement an inbound Data Exchange into JustWare containing the following:
    - CMS Criminal Information. This exchange can contain up to 50 fields of information and will utilize the following JustWare Entities:
        - Case, Name and Event

Out of Scope Service:

- FivePoint will not be exporting data directly from the Tyler database. Tyler must provide the above mentioned form of interface to facilitate export from Tyler.
- FivePoint will not be importing any files into the JustWare Filing Cabinet for this interface.
- Any additional data or services not in the In Scope Service section will invalidate this statement of work and the quote associated with it. An amended statement of work and quote will need to be created by FivePoint.

7. Closing Phase

The objective of this phase is to close out the implementation project and introduce the County team to the Journal support team.

Journal Technologies Deliverables:

- Project review and closure meeting
    - Closure meeting may take place online or onsite depending on the project review
    - Journal Project team will continue to be the main point of contact for support until the end of the Closing Phase which is approximately 90 days dependent on overall project.

The Journal Project Manager will meet with the County team to conduct an implementation project retrospective. This is a review and audit of the implementation process to discuss lessons learned; what went well and what could have been improved. This exercise can provide useful insights for you and your project team on the best way to manage upgrades, configuration changes, new functionality, document templates, reports, business rules etc. as you grow JustWare through the years of its use. At this point, we will also finalize the project accounting, review any outstanding invoices and sign off on the final project deliverables.

EXHIBIT B - PAYMENT ARRANGEMENTS
Compensation upon Completion (with attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this Agreement prior to any extension of the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $300,880.68, which includes five-years of maintenance and support.

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as reasonably determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A.**

C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR. CONTRACTOR acknowledges and agrees that COUNTY will not pay late payment charges or fees.

COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B-1

SCHEDULE OF FEES

Santa Barbara Public Defender's Office **1100 Anacapa Street** **Santa Barbara CA, 93101**	**Contract Number:** 14-0121

	One-Time $	Recurring $	Payment Milestone
Licenses			
JusticeWeb			System Acceptance
JustWare Defender	57,850		System Acceptance
JustWare API	*Included*		System Acceptance
Document Imaging with Barcoding	3,620		System Acceptance
Document Author Software	*Included*		System Acceptance
Total Licenses	**61,470**		
Services			
Custom Services – API Development with Courts	20,000		50% at NTP 50% at Acceptance
Implementation Services	100,610		System Acceptance
Total Services	**120,610**		
Hosting and Subscription			
JustWare Support and Upgrades		18,200	System Acceptance
JustWare API annual support & upgrades		2,500	System Acceptance
JusticeWeb support and upgrades		*Included*	System Acceptance
Document Imaging with Barcoding annual support		800	System Acceptance
Total Maintenance		**21,500**	
Total One-Time	**182,080**		
Total Annual		**21,500**	
TOTAL		**$203,580**	

Note: Annual Maintenance will be billed annually on the anniversary of your initial System Acceptance date.

Attachment B-1
Cost Notes

The JustWare license and annual maintenance fees are due within 30 days of invoice after System Acceptance. There will be no implementation progress payments except to third party providers for data conversions & interfaces, which will be 50% due with a Notice to Proceed (NTP) and 50% at acceptance. The professional service fees to date are due within 30-days of invoice after System Acceptance. Because JustWare is configurable, no customization is required.

The pricing includes 65 JustWare users, unlimited use of the Public Portal, and JustWare's API. Pricing for each additional JustWare user is an additional one-time license of $890 and annual maintenance fee of $330.

Annual Maintenance shall be governed by a five-year agreement with a 5% annual increase cap on those fees.

Training will be integrated into all facets of configuration and implementation. Thus, we cannot allocate training costs separately. 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 JustWare when your business processes change and moreover, support the system from day one.

The current rate for non-standard support is $225 per hour billed in 15 minute increments.

EXHIBIT C - Indemnification and Insurance Requirements
(For Professional 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 out of this Agreement for third party claims to the extent caused by the negligence or willful misconduct of the CONTRACTOR, its agents, representatives, employees or subcontractors and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of such third party claims except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to 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, his 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 CG 00 01 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.

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 the commercial and automobile policies under 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** – With respect to commercial, automobile, and workers' compensation insurance policies, CONTRACTOR (a) 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, and (b) 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. The COUNTY hereby approves the $250,000 self-insured retention related to CONTRACTOR'S Software Errors and Omissions policy.

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, pursuant to this Section 11 or otherwise, requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement as mutually agreed by the parties. CONTRACTOR agrees to execute any such agreed upon amendment within thirty (30) days.

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.

EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("BAA") supplements and is made a part of the Agreement between COUNTY (referred to herein as "Covered Entity") and CONTRACTOR (referred to herein as "Business Associate").

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and 45 CFR Parts 160 and 164, Subpart C (the "Security Rule"), Subpart D (the "Data Breach Notification Rule") and Subpart E (the "Privacy Rule") (collectively, the "HIPAA Regulations").

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

10. **Protected Health Information or PHI** 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 the Privacy Rule, 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].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of

Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by

Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

12. **Data Ownership**. Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.

13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.

14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual

or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)]. For the avoidance of doubt, COUNTY's unilateral right to determine a breach of this BAA shall only apply for purposes of termination rights, and not for liability, or other, purposes.

2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the

HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA, provided that fines and/or administrative penalties imposed for unauthorized access, use or disclosure of confidential information or for delayed reporting that are (i) imposed after Business Associate notifies the Covered Entity of the Breach and (ii) for which the Covered Entity could then have reasonably avoided after such notification, shall not be required to be paid by Business Associate.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that

Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation arising out of this Agreement of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Exhibit E

Description of Product and
System/Technical Requirements

DESCRIPTION OF PRODUCT

JustWare Defender: A highly configurable case management solution designed to track your case information including documents; case notes; clients, victims, witnesses, and other person/entity key information; calendar items; due dates; and more. You can use it to automate tasks, send automatic reminders, generate documents, and generate reports.

Document and Authoring Software:
JustWare Document Automation (JDA) allows administrators to build templates that combine boilerplate, database fill points, custom dialogs, functions, and logic to automate document generation. Document Author Training provides your staff with the knowledge necessary to build JDA templates to automate the documents that are used in your office.

Document Imaging and Barcoding:
JustWare provides native barcoding functionality that is part of the base application without the incurrence of additional Journal Technologies costs for barcoding software. Organizations wishing to implement the barcode scanning functionality in JustWare are required to purchase barcoding hardware and are responsible for its installation and setup.

JusticeWeb: An e-solution that allows your partner agencies and/or the general public to interact with you securely online. It allows you to share view-only information with partners or the general public, set up forms and receive filings, share discovery information, and accept payments.

JustWare API: An integration solution that allows your office to create custom integrations between JustWare and other partners or programs. Information entering JustWare through the Application Programming Interface (API) follows the same business, data validation, and security rules as information keyed in directly.

Meanwhile, we will provide all the implementation services necessary to uniquely tailor the solution to your office. These services may include, project management, implementation services, training services, system configuration, system integration and interfacing, and data conversion. The precise services that are provided can be discussed and decided upon to give you a quality implementation experience.

There are several key components of JustWare that will help your public defender's office excel once implemented. They include:

Document Management. All cases and names in JustWare are associated with a virtual filing cabinet that holds any file type, including documents, templates, images, videos, and more. Through the virtual filing cabinet, you can generate any type of document (documents can also be generated in bulk on a schedule or after a designated event.) You can also quickly search for and find documents stored in JustWare. Our filing cabinet will allow you to make document folders and organize documents within them, and allow you to preview documents without having to open them.

E-Functionality. Our solution allows you to share documents, reports, and/or discovery information securely online. You can set up permissions for what external individuals or agencies can view data and documents, as well as what data and documents they can view.

Mobile Solution. With our mobile solution, you are able to access JustWare on many devices. JustWare moblie allows you to view, insert and update tasks, events, involved people, notes and basic case information.

Time Tracking. JustWare includes time tracking tools that allow you to easily track time spent by any attorney on a case. You can have time tracking reports set up on user dashboards (main screens), or easily navigate to them.

Calendaring & tasks. JustWare's calendaring tools include built-in two-way integration with Microsoft Exchange, allowing you (if desired) to automatically update your Microsoft Outlook calendars with JustWare calendar information and vice versa. Judges and other users can have their personal and/or team calendars show on their dashboard. You can also have task lists show for users on their dashboards (e.g., for your investigators), allowing them to quickly see and prioritize their tasks.

Automated workflow. We automate repetitive workflows for you, saving you time, improving accuracy, and increasing efficiency. You can trigger workflows and/or documents based on an event, in batch on a schedule, or manually.

Searching tools. Search for names, cases, and documents using nearly any piece of information you have (e.g., partial names, case numbers, soundex tools, etc.). Hyperlink directly from your results to the case, name, or document.

Efficient data entry & shortcuts. Enter a name once and link it to an unlimited number of cases in an unlimited number of roles (e.g., client, witness, family member, etc.). Save even more time by navigating anywhere through shortcuts. Use JustWare's built-in shortcuts, or change them to match ones you already use.

Efficient Reporting. Below are Screenshots & Examples taken from JustWare, these screens show the power & flexibility behind the reporting functionality. These reports can be updated and changed to better fit the needs of your office if needed.

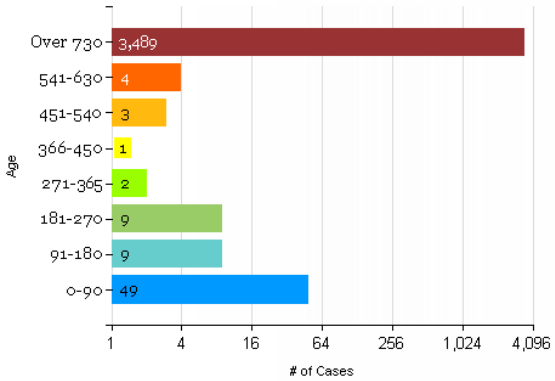
1 of 1 100% Find | Next

Age of Active Pending Caseload

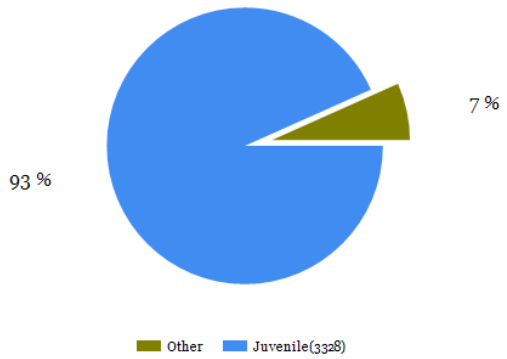
JUSTWARE

1/28/2015 2:33:06 PM

Age of Active Pending Caseload



Active Pending Caseload by Case Type



Age of Active Pending Caseload by Case Type *Average Age: 3,412 Days*	0-90	91-180	181-270	271-365	366-450	451-540	541-630	Over 730	Total
Appeal	0	0	0	0	0	0	1	6	0.2%
Child in Need of Aid (CINA)	12	0	0	0	1	0	0	112	3.5%
Criminal Felony	0	0	0	0	0	0	0	10	0.3%
Felony	1	0	0	0	0	3	1	31	1.0%
Juvenile	36	9	9	1	0	0	1	3272	93.3%
Mental Health	0	0	0	0	0	0	0	3	0.1%
Misdemeanor	0	0	0	0	0	0	1	1	0.1%
Post Conviction Relief	0	0	0	1	0	0	0	20	0.6%
Probation Revocation	0	0	0	0	0	0	0	34	1.0%
Total	1%	0%	0%	0%	0%	0%	0%	98%	100.00%

Monthly Case Type Count

Between: 1/1/2013 - 1/28/2015

	January 2013	February 2013	March 2013	April 2013	May 2013	June 2013	July 2013	August 2013	September 2013	October 2013	November 2013	February 2014	June 2014	September 2014	November 2014	Total
CT Conversion Type	5	12	9	9	15	20	4	1	0	0	0	0	0	0	0	75
Felony	0	1	0	0	0	1	0	1	2	1	0	0	0	0	2	8
Misdemeanor	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Contracted Felony	0	0	0	0	0	0	0	1	0	0	0	1	2	0	0	4
Drug Court	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	4
Appeal	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
New Case	0	0	0	0	0	0	0	0	0	0	9	0	0	1	0	10
Unknown	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Juvenile	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Total	5	13	9	9	15	21	5	3	2	5	10	2	2	1	3	105

JustWare

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- Conflict Case Check
  - Felice, Frank
  - Henry, Lindy
  - Yellowstone, Joe A. Jr.

Conflict Check for
Joe A. Yellowstone Jr. ~ ROBBERY

CASE INVOLVEMENTS for : Henry, Lindy

Henry, Lindy **DOB: 02/7/2001** **13** **DL#: 39482093849012** **SSN: 123-45-6780**

Involvement	Court #	Lead Count	Defendant	Recv. Dt	Status Dt	Status
Witness	CF-2010-199	720-5/18-1	Yellowstone, Joe A. Jr.	11/6/2014	11/13/2014	Open
Victim	xxxxxxx-12-9999	CCASSIGNED	Bass, Sal Alan	2/9/2014	6/30/2014	Contract Attorney Assigned
Juvenile	JUV-11-123	720-5/19-3(a)	Henry, Lindy	2/13/2012	6/23/2013	Open
Victim	GS-2012-235	720-5/29D-15.2(A)	Kapple, Sally Mae	10/8/2012	11/13/2013	Pending
Witness	CC-12-987	720-5/12-1(A)	Bass, Sal Alan	11/14/2013	4/9/2014	Open
Witness	dc-13-4859	720-5/12-2(C)(2)	Rabbit, Peter	2/11/2013	7/23/2013	Pending
Client		720-5/18-1	Henry, Lindy	11/13/2014	11/13/2014	New Case/Referral

JustWare

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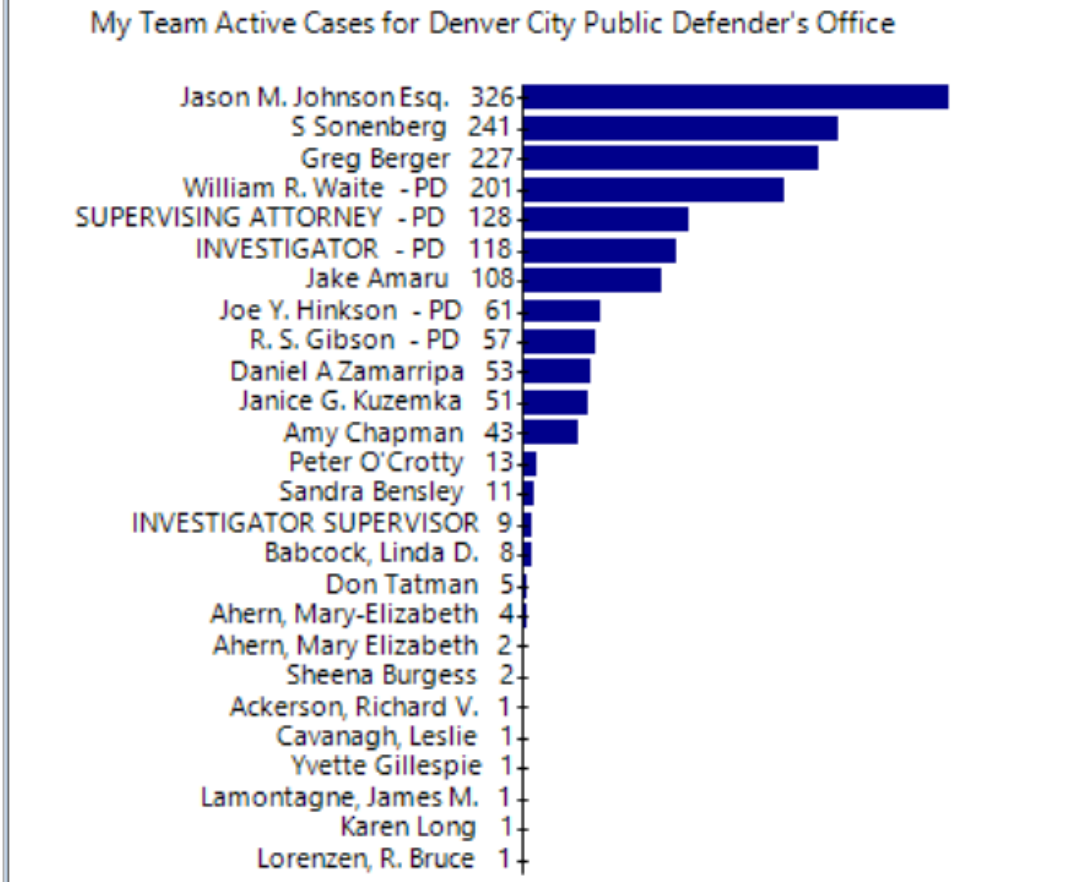
Case Loads | Case Weights | Recidivism | Case Ages

1 of 1 150% Find | Next



ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
1.	Administration	All network PCs print through shared network printing resources. Application print functions shall be accomplished through existing network printing services.	Y			
2.	Administration	The software application shall allow for all coded values to be user-defined and use effective Date/Time to preserve historical data.	Y			
3.	Administration	The software application shall allow for easy modifications or additions to drop-down menus.	Y			
4.	Administration	The software application shall allow for renaming any or all field names throughout the application to meet local agency or user requirements (i.e., Court Case numbers, or Docket numbers vs. Case Number).	Y			
5.	Administration	The software application shall be able to update charge tables (statute, offense code), and effective date range(s) for present and future crimes while maintaining the past charge tables' effective date range(s) on past cases.	Y			System Administrators can update and maintain all JustWare code tables, including statutes. Statute Code tables will be California statutes/codes. Statute tables include the ability to add new statutes, specify a state date for those new statutes, expiring statutes, or updating the details of a statute.
6.	Administration	The software application shall allow the System Admin to maintain (Add, Delete, Modify) all List of Values and field used in the Application both at the software and database level.	Y			
7.	Administration	The system Database Administration Module shall allow the System Manager to create, store, and assign user groups having similar access capabilities. When a new user is assigned a user ID	Y			JustWare requires integration with MS Active Directory. Within the application you can setup secure security profiles. Once established

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		and password, the System Administrator shall be able to simply select from a pre-established user access group or roles, or if needed, customize user access for a group to create a new category.				membership of such profiles can be controlled by Active Directory and/or JustWare security profile if desired.
1.	Case	The software application shall be able to categorize a case with multiple classification codes (i.e., Domestic Violence, Felony, Misdemeanor, Traffic, Violation of Probation, Violation of Community Supervision, Special Proceedings, Motions, Mental Health and Civil Cases.)	Y			
2.	Case	The software application shall be able to track an unlimited number of addresses, phone numbers for all individuals involved in cases (victims, witnesses, co-defendants, etc.)	Y			
3.	Case	For cases with multiple charges, the software application shall allow users to automatically repeat similar charge information (4 counts per charge).	Y			JustWare gives you tools like Multiple Edit and Copy Row that allow you to make 10 counts of a charges as simple as a few clicks and updates to all charges as easy a few clicks and updates.
4.	Case	For statistical purposes, the software application shall provide the ability to track arresting charge, prosecuting charges, and final charge.	Y			
5.	Case	The software application shall allow users to link a defendant's charges to specific involved persons, co-defendants, and relationships.	Y			
6.	Case	The software application shall record an unlimited number of charges per case.	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
7.	Case	The software application shall track statute enhancements and statute modifications.	Y			
8.	Case	Case Investigation Reports—The software application shall provide data entry screens with fields for designated sections of court data, with the ability to merge data.	Y			This contract contains a set number of screens and reports. Additional screens or reports will be taken into consideration, but could reflect in a charge order.
1.	Data Conversion	The chosen vendor shall convert the data that is a part of the current LOCO Public Defender module, Access and Excel. Conversion will consist of certain data fields and tables currently populated with data and residing the current system. The various agencies will work with the vendor to assure that no import information is orphaned. Data to be converted includes case history, court referral history and demographic information and other related data.	N			
1.	Data Entry	Data shall have default values where applicable (i.e., Current Date and Time to be populated where needed.)	Y			
2.	Data Entry	The software application shall support auto-fill-in on all coded lookup fields, e.g., typing 'M' in the Gender fields automatically fills 'Male' in the data entry box.	Y			
3.	Data Entry	Software shall be able to provide entry of multiple names/types (alias and gang monikers) and keep a historical records of such data in relation to IPID, i.e., a person in the system should be maintained as a unique identifier	Y			JustWare supports alias tracking and all name relationships. These are searchable and appear when either name is searched.
4.	Data Entry	The software application shall apply data entry formatting in applicable free text entry fields (i.e., Phone Number ((###)###-####), ZIP Code	Y			JustWare allows for such number masking as well as unique masking that administrators can setup.

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		(####-###), Date of Birth (##/##/##), and free form text for outside the Country addresses.				
5.	Data Entry	The software application shall require data entry in a structured manner with online edits/validations. It shall provide edit masks or similar validation techniques on all date and other appropriate fields to facilitate date entry and ensure accuracy.	Y			
1.	DBA/Server Admin.	In case of failure, the software application shall be able to restore lost data within a one-hour period from backed up data.	Y			All backup retention and restoration abilities are managed by SQL Server and will be determined by the entity managing your SQL Server.
2.	DBA/Server Admin.	Data shall be able to be moved to a separate historical database (i.e., Moving the log/audit files to an Archive database).	N			JustWare data is stored within a single JustWare database. Any rules to separate historical data will apply security rules which separate data based on the user.
3.	DBA/Server Admin.	The software application shall be scalable to accommodate twice the number of users and three times the database size. The County shall be able to replace or add on components to increase capacity or speed (e.g., add RAMM add disk space, increase network bandwidth, and replace CPU).	Y			JustWare runs on a Windows and SQL environment allowing you to use any technology to be flexible with change.
4.	DBA/Server Admin.	The backup procedure shall be automated and easy to use.	Y			All backup of data will be managed via SQL Server.
5.	DBA/Server Admin.	The software application shall be able to run on a laptop for field use and provide data encryption.	Y			JustWare is a Web-based client that can run on any Windows OS. Data encryption will be up to the administrator of the server and client environment.
6.	DBA/Server Admin.	The software application's database shall be fully relational and require only single entry of data	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		elements, for example, name records shall be entered only once and linked to other tables by reference only. There shall be no duplicate entry of data elements.				
7.	DBA/Server Admin.	The software application shall store the data in the database files. The DBA should be able to do a backup of all data regularly to both internal and/or external storage.	Y			JustWare data is stored in a SQL database. JustWare files are stored on a Windows directory.
8.	DBA/Server Admin.	The software application shall be available in a multi-user environment and provide data locking and buffering routines to prevent loss of information by simultaneous updates.	Y			
9.	DBA/Server Admin.	The software application shall provide sound roll-back and recovery mechanisms in case of a system crash.	Y			
10.	DBA/Server Admin.	The software application shall have the ability to do hot back-up with minimal degradation of service.	Y			
11.	DBA/Server Admin.	The software application shall be deployed and updated from a central server(s).	Y			JustWare uses a Microsoft Smart-Client IIS 7.0 or higher web client.
12.	DBA/Server Admin.	The vendor shall define and configure production, test and development environments.	Y			JustWare project team will install JustWare environments needed. All server requirements must be met before installations can be done.
13.	DBA/Server Admin.	The vendor shall provide capacity planning detail for hardware, including disk storage. Also specify software/versions needed by the application.	Y			Journal cannot estimate storage requirements because you can store any amount or type of files in its EDMS feature (Filing Cabinet).
14.	DBA/Server Admin.	The software application shall use Microsoft IIS as the web service platform.	Y			Must be IIS 7.0 or higher
1.	Documents	The software application shall provide for the ability to generate, add, change, and delete documents, including forms, standardized letters that are	Y			JustWare's document generation capabilities are designed precisely for this type of functionality.

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		populated with the software application data.				
2.	Documents	The Department System Administrator shall have the ability to create new forms, including those that would be populated with software application data.	Y			
3.	Documents	The software application shall allow generated documents to be automatically linked to a case file for future reference.	Y			
4.	Documents	The software application shall allow users to automatically generate documents and forms from within the application.	Y			
5.	Documents	The software application shall allow for the automatic pre-population of forms and letters with identifying client data.	Y			
6.	Documents	The software application shall be web-based.	Y			
7.	Documents	The software application shall provide a mobility feature in which documents may be viewed using a mobile device such as (ipad, table, iPhone, android phone, etc.)	N			The current version of JustWare mobile does not include the ability to view documents. This is a planned enhancement.
1.	Function	The software application shall be web-based.	Y			
2.	Function	The software application shall be able to have the ability to easily copy and paste specific case information including charges and involved persons for co-defendant cases, from one screen to another of from one Defendant to another.	N			JustWare Copy Case feature allows the user to select different elements from a case to a new case. JustWare also has a copy feature that allows you to take an item like a charge and make as many copies of it as needed.
3.	Function	The software application should support RTF, DOC, DOCX, WPD, PDF, JPEG, TIFF, XLSX formats.	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
4.	Function	The software application shall provide for the mandatory use of agency-specific "codes" in certain fields, such as statutes and case status.	Y			
5.	Function	The software application shall provide the ability to assign and reassign individual cases of groups of cases between attorneys.	Y			
6.	Function	The software application shall store an unlimited number of associated law agencies.	Y			
7.	Function	The software application shall allow users to access multiple instances of the application at the same time.	Y			
8.	Function	The software application shall be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements and new mandates.	Y			Within the functional ability of the product.
9.	Function	The software application shall have the capability to scan hardcopy documents pertinent to each case, and store them for viewing by the Public Defender users.	Y			
10.	Function	The software application shall use a graphical user interface (GUI) to provide a standard, user-friendly interface experience. The software application shall make good use of the GUI features including windows, function hot keys and/or mouse for one-stroke execution of key commands, drop down codes, save, search and navigation features, menus, scroll bars, pop-up windows (dialogs), buttons, and list boxes.	Y			
11.	Function	The software application shall provide the ability to export/merge data from a field at both the individual and case level to specified fields in MS Word, Excel templates.	Y			Excel export is only available from SSRS reports.
12.	Function	The software application shall be an off-the-shelf,	Y			JustWare is a COTS solution that

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		existing product currently being used by other Agencies and has been in Production for a period of one year or more. If required, can be modified and customized by the vendor to meet the County's requirements.				allows the agency to make configurations to the system. Many configurations to the system are already defined and part of this Agreement. Other configurations can be made by the agency and or vendor at any time. All knowledge of these configurations will be trained on during the implementation of the product.
13.	Function	The software application shall allow for various levels of user access according to locally defined business rules.	Y			
14.	Function	All entry/update/query forms and functions shall use a common look with similar commands.	Y			
15.	Function	All data entry functions should prevent the user from a situation where a screen of data is lost through the accidental press of a single key. For example, once the user has made changes on a screen, any attempt to exit shall as questions, such as "exit without savings?" and offer a chance to resume editing.	Y			
16.	Function	The software application shall have the capability of providing drill-down and hyperlink functionality based on user requirements.	Y			Capability is based on the system abilities and not the user requirements.
17.	Function	The software application shall allow the ability to capture and save multimedia files (images, audio, video, etc.) and link it to the cases.	Y			
18.	Function	The software application shall be able to route cases and notify system users of routed items.	Y			
19.	Function	The software application shall be able to route cases and notify system users of routed items.	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
20.	Function	The software application should validate addresses within city or county jurisdiction.	N			JustWare name screens can and have been built to contain the actual USPS address verification site. Once an address is saved to a name record, it is input to the USPS URL within the name view and inform the user visually that the address is valid or not.
21.	Function	For those cases and names with duplicate identifiers (i.e., DL number, SSNs, court numbers) the software application shall alert system users that there is a duplicate case. The software application shall allow the user (based on security level) to link the duplicate identifiers to the name or case record.	Y			
22.	Function	The software application shall have the ability to display/print unity/individual, office, division, or department-wide calendars.	Y			
23.	Function	The software application shall provide the capability for the Public Defender office to schedule and print client appointments, including date, time, location, purpose, appointment and post interview status and linking it to the court case.	Y			
24.	Function	The software application shall generate a Public Defender case number as defined by business rules.	Y			
25.	Function	The software application shall allow for an unlimited number of identification numbers that can be associated to the case and name (i.e., multiple SSNs, Driver License numbers, Crime Report numbers).	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		progress).				
26.	Function	The software application shall allow users to view all involvements to a case (i.e., a case inquiry identifies the defendant, co-defendant, victim, witness, parent/guarding of juvenile, and any related cases) to verify any possible conflicts.	Y			
27.	Function	The software application shall be able to track the date/time and author associated with any changes made in the system.	Y			
28.	Function	The software application shall provide the capability to track case assignments by Public Defender and track history.	Y			
29.	Function	The main client summary screen shall provide for the following: name, demographic information (i.e., address, phone number, dob, etc.), physical description, photo, active and corresponding charges, assigned Public Defender, user defined alerts (i.e., warrant status, and next court date), inmate incidents, inmate status information (i.e., release date, housing location).	Y			
30.	Function	A critical function of the software application shall be how a client is identified within the database. In Santa Barbara, a unique identifier of "IPID" is used at the database level. At a minimum, the following information shall be collected on each individual: court case number, docket numbers, citation numbers, first, middle, last name, home and mailing address/PO Boxes (unlimited and historical), telephone number (unlimited and historical), aliases (unlimited and historical), birth date, social security numbers, driver's license, other agencies numbers, contacts, and telephone numbers (i.e., CII, LAR,	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		FBI, ICE, Warrant Numbers).				
31.	Function	The software application shall provide capability to enter contact date/time, who was contacted, type of contact, who made the contact, location of contact, actions to be taken.	Y			
32.	Function	The software application shall allow for an unlimited number of co-defendants and victims per case.	Y			
33.	Function	The software application should allow users to view all involvements (ie., name inquiry identifies at a minimum all aliases, all cases, the person's relationship to the case (For example, client, defendant, victim, witnesses or parent/guardian of juvenile) and any associated charges and allow users to go directly to a chosen case.	Y			
1.	Implementation	The vendor shall manage the cutover process to ensure that there is no break in service between operating the old systems and the new software application.	Y			
2.	Implementation	The vendor shall be required to provide validation of all required hardware and system software and the installation and configuration of the application software. This includes appropriate testing of each application, training of Santa Barbara County Public Defender personnel and documentation of all system components.	Y			
1.	Interface	The software application shall automate the data input process, alleviating the amount of redundant data entry and improving the efficiency and integrity of the data housed within the system by receiving data from County Justice agencies.	Y			Within the constraints of the SOW included in this contract.

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		• Courts (CMS-Criminal) • Courts (Calendar) • Probation • Warrant Information				
2.	Interface	The software application shall be SOA compliant. To be compatible with [insert web application name] the application must support web service standards. SQL server is required databases for this application. The software application shall provide a module for web services management for the interfaces.	Y			JustWare and JustWare API are both web based using web services with a SQL backend. In order to transmit any data from JustWare to or from another system the JustWare API must be used. The JustWare API accepts any SOAP based programming language to pull data or from the SQL JustWare database using web services. All of the interfaces Journal has purposed will use the JustWare API.
3.	Interface	The vendor shall provide access to tables and views that interact with the interface for development, test and production rollout purposes.	Y			
4.	Interface	All data sent from current CJIS to software application will be sent in CJIS format. Data being sent through the interface should be converted by the vendor.	Y			Within the constraints of the SOW included in this contract.
5.	Interface	The software application shall be able to track data on both a person level and case level. This will be imported from CJIS and other systems at data conversion and on an ongoing basis. This includes separate tracking on many data elements: court case numbers, charges, public defender numbers,	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		custody credits, pending court dates, date probation granted, date probation expires, date of extension, length of extension, registration requirements, victim restitution information (name, address, telephone numbers, amount and co-defendants)				
6.	Interface	The software application shall provide the following level of integration to Microsoft Exchange that can be defined at the system user level: integration Microsoft Exchange to CMS, CMS to Microsoft Exchange, and bi-directional.	Y			Integration to Microsoft Exchange requires versions 2007, 2010 or Outlook 365.
7.	Interface	The software application shall provide interfaces to CJIS, LAWS (Probation), involved persons system, through the County network backbone.	Y			All interfaces requested have pricing options listed in the pricing options. This is not a default feature of the system.
8.	Interface	The software application shall integrate with the Public Defender's scanners and document imaging solution. The system shall be able to attach and store case-specific scanned data.	Y			Must be TWAIN enabled.
1.	SOA	The software application and interface shall be able to make use of service-oriented architecture using web services. This includes creating web services to publish and subscribe to web services developed in JusticeWeb	Y			
1.	Navigation	The software application shall allow users to Navigate from screen to screen without having to return to the main menu. When navigating from screen to screen, the system shall have the ability to maintain the current information and carry the information to the next screen to eliminate the need to re-enter any information.	Y			
2.	Navigation	The software application shall provide a dynamic activity list based on department rules, where system users can control, navigate directly to	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		specific cases, and view events and case status.				
3.	Navigation	The system user shall have the ability to search on the defendant name or any identifier and directly navigate to any upcoming events.	Y			
4.	Navigation	At login, the user shall be able to view a customized screen based on their functional position/role as pre-defined by the users.	Y			
5.	Navigation	The software application shall allow the user to add, update, delete, store, or display information (based on security levels) in any module without exiting the system (i.e., the user based on permission level can navigate throughout the application without logging out or back in).	Y			
1.	Performance	Lookup of a record with a specific keyed value shall not take more than 3 seconds. Define the infrastructure necessary to meet this requirement.	N			JustWare is a SmartClient application that is performance dependent on its infrastructure and network it resides on.
2.	Performance	Moving from one record to another shall not take more than 2 seconds. Define the infrastructure necessary to meet this requirement.	Y			
3.	Performance	Moving from screen to screen or field to field shall not take more than 1 to 2 seconds. Define the infrastructure necessary to meet this requirement.	Y			
4.	Performance	Recording a specific keyed screen values shall not exceed 3 seconds. Define the infrastructure necessary to meet this requirement.	N			JustWare is a SmartClient application that is performance dependent on its infrastructure
5.	Performance	The software application shall be able to accomplish all data manipulations while still maintaining system response times. Define the infrastructure necessary to meet this requirement.	Y			
6.	Performance	The system performance criteria shall meet all	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		specifications while running on an Existing LAN connection of Santa Barbara County.				
7.	Performance	The application shall use TCP/IP.	Y			
1.	Project Management	The actual delivery schedule shall be submitted with the first deliverable, a project implementation plan. The Vendor will be responsible to assign a Project Manager for the duration of the project until signoff of Final Product. The Vendor Project Manager will work with the Public Defender's Project Manager to ensure creation of the Project Schedule, Assign Resources, and Deliverables for the project, Go-Live and Signoff on completion of the project. The implementation shall be complete within 12 months of the contract award.	Y			Implementation timeframe may vary depending on the SOW include in this contract.
1.	Queries	The software application shall allow users to conduct searches for records using many combinations of search criteria, including but not limited to the following: name, partial name, address, street name, city, zip code, charge, level of offence, court case, case types, active warrants and status, public defender numbers, social security number, date of birth, co-defendants, assigned attorney, court case number.	Y			
2.	Queries	The software application shall have the capability to perform multiple searches on items and use phonetic match or "soundex" type specifications.	Y			
3.	Queries	The software application shall allow the user to construct queries of all data elements using simple form filer, or by a query builder.	Y			
4.	Queries	The software application shall be able to provide client information based on case type (informal/formal) or case status (active/inactive)	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		and Print them.				
5.	Queries	The software application shall provide the ability to search for records, using almost any data or combination of data contained with the records for retrieval and conflict checking. All searches shall be exportable to third party programs for further use and printing. These inquiries shall also be saved as a report or the user can Print them.	N			. JustWare allows for reports to be made using any data entered into a JustWare field. JustWare uses SSRS for its reporting tool. Exporting to other third party tools must work with it.
6.	Queries	The software application shall search and identify address matches upon entry to any and all defendants, minors, relationships who are in the database.	Y			With the limitation that the identify process will be handled via a SSRS report. This can be embedded on an address entry screen or selected by demand by the user.
1.	Reports	The software application shall use the Microsoft Office Suite of products and Adobe PDF or PDF Creator for document generation and the capability to use a web-based reporting system for weekly and monthly reporting that can be exported to multiple formats (i.e., Excel, Word Perfect, Word, PDF, TIFF, txt).	Y			
2.	Reports	The software application shall provide for the development of custom Reports that can be printed, stored, and exported by a local administrator.	Y			
3.	Reports	The software application shall provide for the routing of the completed document and/or report to its designated printer (i.e., labels, dockets, summary).	Y			
4.	Reports	The software application shall have the ability to generate on demand production of department statistical reporting.	Y			

5.	Reports	Reports shall be able to show graphs, charts, or other graphical representations of data.	Y			
6.	Reports	The software application shall allow the general user to easily run reports without having any report	Y			
		writing knowledge.				
7.	Reports	The software application shall be able to generate a summary report of the individual to describe demographic information (i.e., name, address, phone numbers, dob, social security number, warrants, corresponding charges, co-defendants, victims, witnesses and assigned attorney, etc.)	Y			
8.	Reports	The software application shall include a collection of department user-defined standard reports (a minimum of 35 reports). Examples of these reports include caseload lists by attorney, etc.	Y			
9.	Reports	The software application shall include a report writer to create custom views for statistical and managerial reports.	Y			
10.	Reports	The software application shall be able to produce information for current point in time by date and time range (i.e., court calendars).	Y			
11.	Reports	The software application shall provide the ability to format reports to accommodate multiple paper sizes and viewing layouts.	Y			
12.	Reports	The software application shall provide end users with the ability to schedule reports to run at a pre-determined time, and shall be able to print to a variety of printers.	Y			
13.	Reports	All reports shall allow the user to view a few pages, or the entire report on the screen, before dispatching to a printer.	Y			
1.	Security	The software application shall track system username and system date stamping for auditing purposes.	Y			
2.	Security	The software application shall have the ability to	Y			All JustWare fields maintain an audit

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		document all Audit Logs of the tasks performed by all users that can be reviewed by the System Administrator.				trail of date and time that users add, modify, delete, merge, and even view data on any screen. A logging report quickly shows administrators a user's actions at any time.
3.	Security	For key records, such as name and case information, the software application shall track the date, time, and login of the person who added, deleted, or modified a record.	Y			
4.	Security	For reports that are created and viewed, the software application shall provide the ability to define security that determines if the reports can be opened, moved, deleted, or copied.	Y			
5.	Security	Screens, functions, or menus not authorized for a user shall not be visible to the user.	Y			
6.	Security	In accordance with applicable State law, staff with a designated user security level shall be able to expunge records.	Y			
7.	Security	Password modules shall have the ability to "lock out" users after three failed attempts. The module shall require designated staff for intervention to remove the lock-out.	N			JustWare relies upon Active Directory's account lockout capabilities.
8.	Security	Passwords shall be encrypted using TDES and/or AES and validated during user authentication.	N			
9.	Security	The software application shall allow users to change their own passwords as needed.	Y			
10.	Security	The software application shall provide utilities to enforce rules for password construction (Passwords can be set for a predetermined time frame by the Admin for the users). Rules shall provide for	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		minimum length passwords, allow for a combination of alpha, numeric and special characters, provide for a mixture of upper and lower cases and should have an option for a password to change.				
11.	Security	An authorized agency administrator shall have the capability to lock individual users out of the system.	Y			
12.	Security	Application security shall ensure the confidentiality of all files within the software application.	Y			
13.	Security	The software application administrator shall be able to maintain a security system which can be modified as needed with no programming required.	Y			
14.	Security	The software application shall provide for administration console to add or remove users and roles for access.	Y			
15.	Security	The software application shall provide comprehensive auditing and logging reports and capabilities to the administrator (i.e., View of what data and at what time it is being edited, viewed, deleted, and added by system users).	Y			
16.	Security	The software application shall generate a log file that provides an audit trail of all activity executed on the system at the source and transaction levels.	Y			
17.	Security	The software application shall allow multi-level security access rights, configurable to the individual users as determined by the system administrator. Rights shall be configurable to assignment, function,	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		or unit (certain privileges granted to individuals depending on job function).				
18.	Security	The software application shall allow for the user of defensive coding to prevent intentional or accidental entry of invalid data. These shall include techniques, such as sanitizing input data, applying edits to prevent buffer overflows and entry of special characters sometimes used by hackers, applying data edits at both the form level and server level to prevent intentional or accidental altering of data, etc.	Y			Data validation can be easily created using your own criteria. This will stop save attempts without the required data and inform users what data elements are missing. (the error messages are customizable and can query the case to provide detailed info.) Rule for data formatting and also be defined.
19.	Security	The software application shall have the ability to lock data for legal purposes, with the ability for an override capability by security level.	Y			
20.	Security	The software application shall support data exchanges which use VPN technology.	Y			
1.	Support	Vendors shall have user group meetings for customers in California. These meetings should occur as needed to support the software on site in Santa Barbara County.	N			We host a national users' conference every year. As many of our clients already belong to state and local associations, we encourage customers to gather with other NDT clients at those events to minimize overall costs. We welcome the opportunity to attend your state or local association conference to facilitate group discussions. We would attend at your request; however, we do not anticipate assuming responsibility for planning or leading state-specific conferences.
2.	Support	Live technical support shall be provided on a 24/7 basis. A response time of one half of an hour or less	N			We are available by toll free phone or email between 6 a.m. and 5 p.m.,

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		shall be required for high-priority issues and one hour response time for all others.				PDT, Monday through Friday. We guarantee a 4-hour response time to all issues; however, we generally are able to answer all phone calls immediately.
3.	Support	The application should be supported by the selected Vendor for the life of the contract.	Y			
4.	Support	The vendor shall maintain a customer accessible web based reporting tool for enhancement/bug submission. This tool shall provide the customer the ability to track the submission of bugs and enhancements, which agency currently owns responsibility and the progress of the bug/enhancement. Such tracking shall be provided by a customer-run report and/or automatic email notification of a bug/enhancement status change.	Y			Journal maintains a customer website ("NDT Community"), where you can receive help, ask questions, share reports and documents with other customers, submit enhancement requests, etc.
5.	Support	The vendor, through its website, shall maintain a customer accessible web based message board/forum, online access to support representatives, and online sharing of documents and reports with other software application customers.	Y			All of this can be done on our customer website.
6.	Support	The software application vendor shall provide annually renewable support and maintenance contracts that include software support and annual software releases at an agreeable cost.	Y			
7.	Support	The vendor shall designate a specific employee or team based in United States for both development and support.	Y			
8.	Support	The vendor shall develop a work plan documents and submit it to the County. This document shall provide details on how to resolve potential and	Y			

ID	Category	Requirement	Part of Proposed System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		actual problems within the application.				
9.	Support	The vendor shall install the software application and all required system enhancements and modifications, and shall provide system documentation as well as documentation of all modifications.	Y			
10.	Support	The chosen vendor shall provide a minimum warranty of one year of software support for major releases and updates and application support shall be available through an annual maintenance contract.	Y			
11.	Support	The vendor shall be required to provide validations of all required hardware and system software and the installation and configuration of the application software. This includes appropriate testing of each application, training of Santa Barbara County Public Defender personnel and documentation of all system components.	Y			
12.	Support	The vendor shall provide on-site support after go-live for at least two weeks.	Y			We have provided 3 days of post Go-Live support in the pricing. We can add as much as time as needed, however for your size of agency and how our project team takes you live we do not expect you needing more than these 3 days. If you elect to have us onsite for 2 weeks after Go-Live at some point then it will be an additional cost of $15,000 for the difference. The above cost will include 8 days of onsite support from one JTI resource. This could also be 4 onsite days of 2 JTI resources, etc.

13.	Support	The vendor shall validate the installation of system hardware and software to ensure that all features are fully functional.	Y			
14.	Support	The vendor shall keep the software application compatible with Operating System and System software updates (i.e., applying system patches).	Y			
15.	Support	The vendor shall maintain a current version of the Production software on the test environment.	Y			
16.	Support	Any new releases or patches need to be updated/installed on the test environment before it is installed on the Production.	Y			
17.	Support	The vendor shall abide by County standard use policy and security policy when connected to the County network.	Y			
18.	Support	The software application shall provide a context sensitive help selection that can be accessed from any screen that displays help related to the screen in use.	Y			
19.	Support	The vendor shall provide the maintenance services as defined in this Agreement for as long as the software application is installed, fees are paid by the Santa Barbara County Public Defender's Office, and after the initial maintenance period. Such services shall be provided at prices indicated in the Deliverable and Payment Schedule and shall be at or below the maximum increase of 5% per year.	N			
20.	Support	The County of Santa Barbara currently uses automated software distribution and installation. Any software applications or updates to be installed	N			After a new version of JustWare is installed on your servers, all end users will automatically install the

ID	Category	Requirement	Part of Proposed System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		on end-user PCs shall be supplied in MSI-packaged format. Vendor shall work with Santa Barbara County Public Defender's IT Division staff and supply correct parameters for successful automated distribution of client software and components.				new version upon logging into their computers.
21.	Support	The vendor shall move new versions of programs after it has been tested in the test environment and approved by the County into production environment. All changes have to go through the Change Control review.	Y			
22.	Support	The vendor shall provide preventative and remedial maintenance on the software application as needed.	Y			
23.	Support	The vendor shall advise for patches related to operating system and system utilities. Patches for security related purposes shall be applied immediately as they become available, with prior testing and prior notification to the system administrator at ITC. All changes have to go through Change control review. Patches shall be applied as required.	Y			
24.	Support	The software application shall accommodate any updates/changes to both operating system and database.	Y			
1.	System Capability	The software shall be able to run on the County's minimum standard workstation configuration: Windows 7, 8; Pentium 4, 2 GHz, 2 gb RAM, fully compatible with Internet Explorer 8.0 or higher.	Y			
2.	System Capability	The software, using a web browser, interface shall be compatible with World Wide Web Consortium (W3C) standards. Applications may not be	N			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		dependent on any particular vendor software extensions. Exceptions to these requirements shall be specifically reviewed and approved in writing by the Santa Barbara County Public Defender's Office.				
3.	System Capability	The software application shall be GJXDM (Global Justice XML) JIEM and NIEM compatible to provide for integration with other agency and statewide case management systems.	Y			
4.	System Capability	The software application shall be able to support other database through industry standard ODBC (Open Database Connectivity)	Y			
5.	System Capability	The software application shall provide the exchange of data via XML using standard-based interfaces from Countywide middleware platform.	Y			
7.	System Capability	The software application shall allow single sign-on (SSO) capability.	Y			
8.	System Capability	The software application shall integrate with Active Directory.	Y			
1.	Training	The software application vendor shall provide annual/ongoing training to the users of the application software, in event of enhancements or major software releases, either onsite or online as needed.	N			Within the scope of the included support agreement.
2.	Training	The vendor shall provide comprehensive training on all operations of the software to all users prior to going live. Training shall include sample reports, screen	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		illustrations, and instructions and provide step-by-step instructions Manual both printed and online to teach non-technical operations and administrative personnel how to operate the software.				
3.	Training	The vendor shall provide all initial series of training at a County-designated facility before the software goes into Production.	Y			
4.	Training	Product delivery, installation, testing, acceptance, and training shall be coordinated through the Public Defender's staff in their facilities.	Y			
5.	Training	The vendor shall provide system administration training and manuals to Public Defender IT staff.	Y			
6.	Training	The vendor shall provide system training and user manuals to Public Defender's designated staff who will later train the additional staff ("Train the Trainer").	Y			
7.	Training	The software shall include a comprehensive user's manual documenting all operations of the software, Manuals shall include sample reports, screen illustrations and instructions, and provide step-by-step training to teach non-technical operators and administrative personnel to operate the software. Online manuals shall be available in both PDF and Word formats.	Y			
8.	Training	The software vendor shall provide a detailed training schedule prior to implementation.	Y			
1.	User Tickler	The software application shall produce schedules (i.e., appointment calendars) for individuals, events, tasks, locations, and dates. These schedules shall be printable and exportable.	Y			
2.	Use Tickler	The software application shall provide the ability for	Y			

ID	Category	Requirement	Part of System	Enhancement at no cost	Enhancement at additional cost (list cost)	Comments
		the system to automatically check for State and National Holidays and alert the user when scheduling an appointment (i.e., setting a court date).				
3.	Use Tickler	The software application shall allow the user to update the Public Defender appointment schedule. The main client screen shall have a field for the next scheduled appointment.	Y			
4.	Use Tickler	The software application shall allow users to define, customize, and manage tickler content (i.e., past for future appointments/interview schedules, etc.)	Y			
5.	Use Tickler	The software application shall have an Application Administrator-defined business rule manager for events and documents that can be generated based off of dates that does not require programming knowledge.	Y			
6.	User Tickler	The software application shall provide the ability to create notification of activities or changes in a case based on agency-defined business rules.	Y			
7.	User Tickler	The software application shall provide an alert for conflicts check of all daily bookings that contain PC187 (only) charge.	Y			

Exhibit F

JustWare Support Agreement

This Support Agreement is between Journal Technologies, Inc. ("Journal") and County of Santa Barbara ("Customer") with regards to the software support and upgrades of the Software as defined in Section 1.4 of the Case Management Systems Agreement.

1. Definitions

a. Support
"Support" is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. Support may include troubleshooting the Software as needed to resolve issues.

b. Version
"Version" refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.

c. Major version
A Major version refers to the first number in the software release, i.e. 4.x, 5.x. The numbers "4" and "5" represent the Major version.

d. Minor version
A minor version refers to the second number in the software release, ie x.1, x.2. The numbers "1" and "2" refer to the minor version. Software releases have both a Major and a Minor version number in them.

e. Current Version
"Current Version" is the most recent publically released version of the Software.

f. Enhancement
"Enhancement" refers to features and/or functionality that are not included in the Current Version of JustWare. Much of the Software's feature set has been driven by enhancement requests from customers.

g. Service Release
"Service release" is the method Journal uses to resolve critical issues that may be identified with the Software.

h. Critical
"Critical" is defined as an issue for which there is no workaround AND one of the following statements is true:

i. Defect causes data loss
ii. Defect affects a mission critical task
iii. Security risk causing possible system compromise

2. Journal Responsibilities

During the Term of this Agreement, Journal shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in Journal's current Fee Schedule:

a. Provide response to requests to our Support Department made by a JustWare Application Administrator through any of the standard methods of contact within four business (4) hours during the Hours of Operation (Monday through Friday 7AM - 6PM MT, excluding Federal holidays for standard support).

b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to Journal. Journal 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, Journal shall provide the solution through a

Service Release to the most recent released minor version and one minor version previous when applicable. Journal shall include the solution in all subsequent versions of the Software. Journal shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. Journal shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. Journal shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by Journal. Journal shall not be responsible for problems with, or caused by any hardware or third party software not supported by Journal. Journal shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by Journal that interact with the Software or Software database.

c. Journal shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.
e. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. Journal will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
f. Journal shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for Journal support personnel for purposes of investigating or solving a support request.
g. Journal will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
h. Journal reserves the right to request an alternate or replacement application administrator. Any request for an alternate or replacement administrator will be made in writing, and a replacement administrator will be assigned within 90 days of formal request.
i. Journal will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.
j. Standard methods of contact include:

    Telephone: 877.587.8927
    Email: support@newdawn.com
    API support forum: https://community.newdawn.com/

k. Hours of Operation are Monday through Friday 7:00 a.m. to 6:00 p.m. Mountain Time excluding Federal holidays.

3. Customer Responsibilities

a. Retain one or more designated JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. Journal must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with Journal for re-training. Support requests by anyone not identified and qualified as a designated JustWare Application Administrator are subject to support fees of $225 per hour.

b. Provide and maintain a dedicated connection, approved by Journal, to the Software's database and/or application server. This connection is to be available and accessible by Journal support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the JustWare database and one or more network file locations.

c. Provide Journal support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.

d. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.

e. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.

f. Keep current with the latest versions of the Software.

g. All communications by Customer to Journal must be in the English language.

4. Disclaimer of Warranty and Limitation of Liability

a. Journal disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Agreement.

b. In no event shall Journal be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Journal has been advised of the possibility of such damages, and Journal's damages shall be subject to Section 25 of the Agreement Limitation on Liability.

5. Fees

a. Customer shall pay Journal the JustWare Support fee as defined in the Payment Terms.

b. Journal shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.

c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.

d. Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support.

e. Support fee increases will not exceed 5% per year.

Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases are identified in the Schedules of Fees.