

## CONTRACT TO PROVIDE JUVENILE PROBATION CASE MANAGEMENT SYSTEM

### CONTRACT BACKGROUND

This Contract to Provide Juvenile Probation Case Management System ("Contract") is made and entered into effective on the date executed by both parties, by and between the County of San Mateo, a political subdivision of the State of California ("County") and, Synovation Incorporated ("Contractor"), a corporation authorized to do business in the State of California, with reference to the following facts:

The Chief Probation Officer of the County has embarked upon a search for a Juvenile Probation case management system.

Extensive research regarding existing commercially available systems has been commenced with site visits to various other California counties being conducted. The CASE product from Synovation Incorporated was evaluated and it was noted that the product is currently in use (in its web-based form) in San Joaquin County, and has been purchased in that form by Alameda County, Solano County and the County of San Diego.

Negotiations have been completed and the final agreement of the parties is reflected within this contract.

Contractor possesses the appropriate legal rights to the software and is specially trained and possesses certain skills, experience, education and competency to perform the related services.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## DEFINITIONS

**Accept/Acceptance** shall mean a written determination by the County's Technical Representative that a Deliverable meets the applicable Functional Specifications.

**Acceptance Test** shall mean the formal test or tests developed that demonstrate the functional specifications of Attachment G, Critical Functional Requirements, by which County shall accept or reject any Deliverable hereunder.

**Application Software** shall mean Software owned or licensed by the Contractor, including, without limitation, the CASE software.

**CASE** shall mean Contractor's Probation Case Management System, version 2.0 or higher.

**Change** shall mean a modification to this Agreement requested under Article 13, Changes.

**Change Order** shall mean the written orders more particularly described in Article 13, Changes.

**Commercial Off The Shelf (COTS)** software shall mean that Application or Interface Software developed by Contractor prior to commencement of the term of this Agreement, and all Third-Party Software.

**Conforms/Conforming** shall mean the compliance of a particular Deliverable provided by Contractor with the applicable portion of Attachment G, Critical Functional Requirements, of this contract.

**Contract Price** shall have the meaning set forth in Article 11, Pricing and Payment.

**Contractor Personnel** shall mean employees of Contractor or of any Subcontractor.

**Contractor's Representative** shall mean that individual designated by the Contractor, as described in Article 9, Program Management, as responsible for administering and coordinating this Agreement for Contractor, including all major decisions related to this Agreement, as well as the day-to-day management of the work to be performed under this Agreement.

**County's Representative** shall mean the individual designated by the County, as described in Article 9, Program Management, who will be the Contractor's point of contact with the County for this Project.

**County** shall mean the County of San Mateo, California, a political subdivision of the State of California. Depending upon the context, the term "County" may be used interchangeably with "County Personnel."

**County Personnel** shall mean employees of County and any third party independent contractors engaged by County to perform any of County's obligations hereunder.

**Critical Functional Requirements** shall mean the functional requirements of the System, as listed in Attachment G, Critical Functional Requirements, of this contract.

**Deliverable** shall mean Documentation, a unit or component of Software, training module or other specified task or tangible product to be delivered hereunder, as described in Attachment B, Work Plan, or elsewhere in this Agreement.

**Developed Software** shall mean Application or Interface Software developed by Contractor during the term of this Agreement for use on the Project, if any.

**Documentation** shall mean the documentation developed in the course of services provided, including without limitation the user documentation, which shall be sufficient to permit a reasonably skilled individual to use the Software.

**Effective Date** shall mean the effective date of this contract.

**Error** shall mean any failure of any particular Deliverable or of the Probation Case Management System as a whole to conform to the Functional Requirements.

**Gantt Chart** shall mean the description of Tasks, allocation of responsibility and time by which such Task is to be completed, such Deliverable to be delivered or other Milestone met, in a graphic form in such format as is customarily used in the industry.

**Hardware** shall mean the hardware furnished by Contractor on which the Probation Case Management System Software shall operate, as shown on Attachment C, Hardware and Software Configuration, attached hereto.

**Installed/Installation** shall mean completion of installation of the Probation Case Management System Software, as the case may be, represented by Contractor to be installed and operational.

**Milestone** shall mean the date by which a Deliverable is required to be delivered hereunder or by which a specific Deliverable shall have passed the applicable Acceptance Test therefore as set forth in this Agreement or the Work Plan.

**Operating System Software** shall mean Microsoft NT (4.0 or Windows 2000) operating system (installed on the server listed in Attachment C, Hardware and Software Configuration) commonly known as operating system software, which governs the operation of the Hardware.

**Payment Schedule** shall mean that schedule, attached hereto as Attachment A, Deliverables and Payment Schedule, which sets forth the payments which shall be made upon Acceptance of specified Deliverables, and the System as a whole, as further described in Article 11, Pricing and Payment.

**Probation Case Management System** shall mean collectively County's Probation Case Management System, as a whole, installed at the County Probation locations, meeting the requirements listed in (i) Attachment G, Critical Functional Requirements, and also known as the CASE application software version 2.0 or higher. The Probation Case Management System consists of three (3) separate major components ("Major Components") the juvenile case management system; the juvenile inmate management system; the juvenile revenue recovery system.

**Project** shall mean the development work to be performed and all other Tasks to be performed as necessary or appropriate to deliver, install and make operational the Probation Case Management System, all as is described in this Agreement; Attachment B, Work Plan; and the Specifications.

**Resources** shall mean the specific personnel and hours per personnel which both the Contractor and the County are required to contribute to the Project, as described in Article 9, Program Management, the Work Plan or the Specifications.

**Software** shall mean an ordered series of instructions or statements, in object code or source code form, as the case may be, for controlling the operation of a central processing unit to execute a process to be

performed on Hardware or network system, required to be delivered by Contractor under the terms hereof, which for the purposes of this Agreement shall consist of Probation Case Management System Software, CASE version 2.0 and Interface Software described in Section 3.18 of Attachment G, Critical Functional Requirements.

**Specifications** shall mean the technical and functional specifications describing the features, functionality and processing capabilities of the Probation Case Management System, as described in Attachment G, Critical Functional Requirements, together with the identification of any software and hardware requirements needed to implement such features found in CASE documentation and System Administration documentation, functionality and processing capabilities, as such capabilities are amended through the Change Order Process. With respect to hardware and software, "Specifications" shall mean the manufacturer's specifications therefore.

**Statement of Error** shall mean a written description of nonconformance ("Description of Nonconformance") delivered by County to Contractor.

**Status Reports** shall mean: (i) Work Plans updated monthly, and (ii) a biweekly status report which documents past and future project activities including without limitation the current status of achieving Milestones, Deliverables, payment schedule, issues requiring attention, and action items for the next and upcoming status report periods.

**Subcontractor** shall mean an independent contractor who furnishes supplies or services to Contractor pertaining to this Agreement other than standard commercial supplies, office space and printing services.

**System** shall mean the Probation Case Management System, the Inmate Management System and the Revenue Recovery System.

**Task** shall mean a component part of the Project, as described in the Work Plan.

**Third Party Software** shall mean the Software delivered by Contractor hereunder, which Software is not owned by Contractor but that may be obtained by Contractor for incorporation into the Probation Case Management System and delivered under a third party license agreement.

**Warranty Period** shall mean the period during which the warranty of Contractor is in effect with respect to Software as set forth in Article 8, Warranty, hereof.

**Work Plan** shall mean the then-current document delivered by Contractor and Accepted by County pursuant to Article 4, Development of Work Plans, hereunder.

## **ARTICLE I - ORDER OF PRECEDENCE**

In the event of any conflict between this Agreement and any of the Attachments hereto or documents referenced herein, the terms and provisions of this Agreement shall control and, in the event of a conflict among the remaining documents, the documents shall govern in the following order:

1. The Critical Functional Requirements (attached to this contract as Attachment G); then
2. The then-current Work Plan (a copy of the Initial Work Plan is attached to this Agreement as Attachment "B"); then
3. The Deliverables and Payment Schedule (attached to this Agreement as Attachment A).

## **ARTICLE 2 - SCOPE OF WORK**

### 2.1 Contractor's Performance

Contractor shall, in a good and professional manner and in accordance with the highest professional standards, at its own cost and expense, provide, install, make operational and implement the System, and provide all Deliverables and services, in accordance with the terms and conditions of this Agreement and the then-current Work Plan, (except as may be expressly specified herein to be provided by County) necessary to provide the services required under this Agreement to the satisfaction of County.

### 2.2 General Description of Contractor Obligations

Contractor and County have jointly developed the Tasks set forth in Attachment B, Initial Work Plan, and Contractor represents that those Tasks, as such Tasks are further developed and reflected in the then-current Work Plan, are and will be all the Tasks necessary or appropriate to implement a System meeting the Critical Functional Specifications.

### 2.3 System Requirements

County is relying upon Contractor to ensure that the Software configuration and technical specifications will be sufficient to meet the Critical Functional Requirements. Contractor warrants that the software and hardware configuration set forth in Attachment C, Hardware and Software Configuration, or any other software and hardware configuration submitted to County in writing by Contractor, will successfully operate the CASE Software.

### 2.4 Data Conversion and System Transition

Contractor shall meet the data conversion and system transition requirements and standards set forth in Article 6, Data Conversion, below.

## 2.5 Training

Contractor shall meet the training requirements set forth in Attachment G, Critical Functional Requirements, and as set forth in Attachment F, Training, of this agreement.

## 2.6 Documentation

Contractor shall meet the standards and requirements regarding the form of required Documentation described in Attachment G, Critical Functional Requirements.

## 2.7 Level of Effort Services

From time to time, County may, at County's sole option, request Contractor, through the Change Order procedure set forth in Article 13, Changes, below, to provide certain services in addition to those Contractor is required to provide under this Agreement, on a "level of effort" basis for the prices set forth in Section 11.2, Level of Effort Pricing, below. There is certain expected "level of effort" services that are a part of the base contract and are referred to in Attachment A, Deliverables and Payment Schedule, as "Customization". Other than as so authorized by County, however, none of Contractor's obligations under this Agreement shall be deemed "level of effort" services, notwithstanding that the Contractor may have to devote more time or Resources to complete any such Task than had been earlier estimated in any of Contractor's proposals or correspondence with County.

## 2.8 Maintenance

Commencing at "Go-Live", Contractor shall provide the software maintenance services and technical support described in Contractor's Technical Proposal, and in Contractor's standard form of Attachment D, Software Technical Support and Maintenance Agreement, attached hereto, for the annual prices for maintenance set forth in Article 11, Pricing and Payment, below.

## 2.9 Delivery and Installation

2.9.1 General. Contractor shall provide on-site installation, including meeting all completion schedules, delivery schedules, installation schedules, and other requirements set forth in Contractor's Technical Proposal and the then-current Work Plan.

2.9.2 Access. The County shall provide the Contractor with access to the applicable site for the purpose of installing the Application and Interface Software prior to the scheduled installation date. The Contractor shall specify in the Work Plan the time required to install, giving specific beginning and ending dates.

## 2.10 Web Connections

The parties' respective responsibilities for establishing electronic access to the System shall be as follows: The County shall be responsible for obtaining and installing any necessary hardware infrastructure and software to support a T1 connection between County and Contractor, obtaining licenses and installing MS Office/Word, and establishing TCP/IP connectivity. Contractor will be responsible for the installation of the BEA software, Oracle software and the required components of the CASE software.

### **ARTICLE 3 - TERM OF AGREEMENT**

This Agreement shall commence on the Effective Date and shall continue, with respect to the System implementation and development, until the expiration of the Warranty Period for the System, and with respect to the maintenance of the System, for the period commencing upon Go-Live and continuing for the period more particularly described in Attachment D, Software Technical Support and Maintenance, attached hereto, unless otherwise terminated in accordance with the terms of the Agreement or such Software Support Services agreement, as applicable.

### **ARTICLE 4 - DEVELOPMENT OF WORK PLANS**

#### **4.1 Development of Work Plans**

Starting with Attachment B, Initial Work Plan, Contractor shall develop detailed Work Plans, which fully set forth the detailed Specifications necessary to implement the Probation Case Management System. The Work Plans shall be prepared using Microsoft Project and shall provide (i) a detailed description of the Tasks, Deliverables, Milestones, Resources, a Gantt Chart, and such other parameters as County shall specify from time to time; (ii) the detailed required steps necessary to implement the Project for the period of time until the date designated for delivery of the next revised Work Plan; and (iii) a more general description of the Tasks, Deliverables, Milestones, Resources and a Gantt Chart, as required to implement the Project in accordance with this Article 4, Development of Work Plans.

#### **4.2 Work Plan Schedule**

The delivery of the Software shall be performed and completed in accordance with Attachment B and the provisions of this Contract. If a scheduled milestone date as set forth in Attachment B, or in any subsequent work plan schedule developed by parties or otherwise agreed to by the parties, shall be incapable of being met, Contractor shall notify County of the existence of such delay, the reasons and the contemplated adjourned date for such delay. Upon receipt of such notice, County may counter-notify Contractor that unless such delay is cured and the scheduled installation made within twenty-one (21) days after such counter notice, County may exercise the options afforded it below.

#### **4.3 Acceptance Test**

The parties agree that acceptance of the Software shall be a demonstration, to the County's satisfaction, that the Software operates in accordance with those functional specifications as represented by Contractor. Said demonstration shall be completed within the time set forth in Attachment (1).

#### **4.4 Acceptance or Rejection**

Acceptance shall not occur until the Software has adequately passed the acceptance test set forth in the paragraph above and County has received all of the deliverables associated with this purchase. County shall notify Contractor in writing immediately upon completion of the final Software acceptance test. A form similar to the one provided in Attachment J, "Acceptance Sign-Off Template" will be provided and must be signed by the County representative has been provided The payment associated with Software acceptance due from County will be due and payable as set forth in Attachment A upon satisfactory completion of the acceptance test and receipt of all deliverables.

If Contractor fails to provide Software or other deliverables meeting County's requirements within the time lines set forth in this Contract, or if the Software does not function in a manner that is acceptable to County in the normal daily operating environment within the acceptance test period, County shall have the option,

upon notice to Contractor, to:

- A. Cancel this Contract, whereupon, Contractor shall return to County all sums heretofore paid by County and County shall have no further obligations hereunder, in which event Contractor shall be entitled to the return of any Software and any documentation previously delivered to County; or
- B. Accept the Software at its then level of performance; or
- C. Permit the acceptance phase to be extended for such period, as agreed upon by County in writing; or
- D. Accept those portions of the Software which pass the acceptance criteria and require Contractor to correct the remaining portions, in which event County shall not be liable for any payments for such remaining portions until they have passed the acceptance tests;

Acceptance of the Software by the County will not release Contractor from the requirements of correcting software bugs per the terms of the warranties herein and any maintenance contracts.

## **ARTICLE 5 - FACILITIES**

### 5.1 County

During the term of the Project, the County shall provide to Contractor Personnel reasonable work space and such other related physical facilities for (i) implementation of the Probation Case Management System; (ii) Acceptance Tests as described herein; and (iii) training of designated County personnel, all as is more particularly specified in the Work Plan.

### 5.2 Contractor

Contractor shall be responsible for providing (i) business related equipment needed to outfit County-provided workspace for all Contractor Personnel and for certain County Personnel as is more particularly described in the Work Plan; and (ii) all supplies needed to perform the Tasks and other requirements of this Agreement.

## **ARTICLE 6 - DATA CONVERSION**

### 6.1 Data Conversion in General

The Contractor has no obligation to convert any of the County's existing data files.

## **ARTICLE 7 - OWNERSHIP OF SOFTWARE RIGHTS**

### 7.1 Ownership of Developed Software

Contractor will retain all rights, title, and interest in and to the Application Software, whether developed by Contractor or by agent of Contractor including, without limitation, the CASE software. During the course of the Project, Contractor may develop custom reports or interface software for the County. Contractor will also retain all rights, title, and interest in these reports and interfaces.

### 7.2 Object Code License



7.2.1 License to Use and Copy Software. Contractor hereby grants to County a non-exclusive, non-transferable, perpetual, irrevocable, enterprise-wide license for 110 users to use and copy the Software in object code form, to use and copy the Documentation, and to operate and administer the System in accordance with County's business practices. The parties expect that there will be an initial average of 20 concurrent users at any one time.

### 7.3 Representations and Warranties

Contractor represents and warrants, each time it delivers Software to County, that such Software (a) is original and created solely by Contractor or (b) if not original to Contractor, Contractor has contract rights to use such Software in an environment such as County's and to assign such Software in accordance with the terms of this Article 7, Ownership of Software Rights.

### 7.4 Escrow of Source Code for Software

ACCESS TO SOURCE CODE: Contractor shall provide a complete set of source code with the original installation and with each system upgrade or modification. County must be current in its maintenance Contract to receive updated versions of the source code. In the event that Contractor shall be pronounced by the County as being in default with respect to any obligation to provide maintenance or support under this Contract or any subsequent Maintenance Contract with the County or in the event that Contractor declares bankruptcy, becomes insolvent or otherwise financially untenable, the County shall have the right to use the source code for continuing the operation of the System. The terms and conditions applicable to such source code escrow are more particularly described in Attachment E, Source Code Escrow Agreement, attached hereto.

### 7.5 Transfer of Software

County shall treat Contractor's application software, specification documentation and other proprietary information as Contractor's closely guarded trade secret. County does not have the right to sell or otherwise transfer the Application Software. County may transfer Software from one computer to another of County's computers at its sole option.

### 7.6 Third Party Software License

The provisions regarding ownership of Software in Section 7.1, Ownership of Developed Software, do not apply to ownership of Third Party Software. The County's rights to use and otherwise license Third Party Software shall be as set forth in the standard license agreement of the provider of such Third Party Software; provided, however, that nothing in such license agreements shall be deemed to restrict the County's ability to allow a third-party contractor who undertakes to operate and maintain some or all of the County's information technology from using Third Party Software for purposes of fulfilling its obligations under such contract with the County. The County shall hold any third-party contractor to the same standard of care regarding confidential information to which it holds County personnel.

## **ARTICLE 8 - WARRANTY**

### **8.1 General Performance Warranty**

Contractor warrants that (i) the Probation Case Management System, together with all Software provided by it under this Agreement, shall perform in accordance with the Specifications; (ii) the services performed by it under this Agreement shall be performed in accordance with the skill and care which would be executed by qualified personnel who are knowledgeable, trained and experienced in rendering services for the purpose of implementing the Probation Case Management System and integrating it into the County system, including without limitation, making recommendations relating to hardware sizing, configuration and configuration analysis, installation requirements, Probation Case Management requirements and set-up; and (iii) that each item of Probation Case Management System Software Conforms to the Specifications.

### **8.2 Specific Warranty of Security and Privacy**

Contractor warrants that the Application Software provides security and privacy for the System and its data (where "security" is defined as protection of software and data from natural and human-caused hazards, and "privacy" is defined as protection of software and data from unauthorized access and manipulation), and contains mechanisms to assure integrity of data against the destruction, loss or unauthorized viewing/alteration of County's data. The County hereby acknowledges that the fundamental security mechanism that protects data is regular data backup performed by its personnel. The Contractor warrants only that data privacy in the Software performs as described in the Specifications. Notwithstanding the foregoing, Contractor cannot warrant that another party's backup software will perform properly.

### **8.3 Warranty of Year 2000 Compliance**

Contractor represents and warrants that Software provided under this Agreement is designed to be used prior to, during, and after the calendar year 2000 A.D., will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including but not limited to, calculating, comparing, and sequencing from, into, and between the 20th and 21st centuries). Contractor further represents and warrants:

- a. That Software will not abnormally end or provide invalid or incorrect calculations as a result of date data, specifically including date data, which represents or references more than 1 century.
- b. That Software has been designed to ensure year 2000 compatibility including, but not limited to, date data, century recognition, calculations derived from same century or multi-century formulas, and date data interface values that reflect both single and multi-century calculations.

### **8.4 Warranty of Hardware**

Contractor is supplying County with those hardware items listed in Attachment C, Hardware and Software Configuration. Contractor warrants that the Hardware will allow the System to perform in accordance with the Specifications. The initial Warranty of usage for particular hardware items with the hardware manufacturer/Contractor shall be one year.

### **8.5 Warranty Period**

Contractor shall provide the general warranty and each specific warranty for each Software Deliverable, commencing as of the date the County Accepts the first Major Component of the System for production usage (Production Usage), and continuing for a period of one (1) year from the date the County Accepts the final complete system.

The warranty specified in Section 8.3, Warranty of Year 2000 Compliance, shall continue for two (2) years from Production Usage.

#### 8.6 Warranty of Services

Contractor warrants that Contractor will perform Contractor's services rendered pursuant to this Agreement in a professional manner. Contractor warrants that qualified personnel are employed for the purpose of integrating the System into the County system, including recommendations relating to hardware sizing, configuration and configuration analysis, installation requirements, integration requirements and set-up.

#### 8.7 Exclusions

a. Other than as set forth in Section 8.4, Warranty of Hardware, above, Contractor makes no warranties with regard to Hardware. Misuse, accident, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by the County, or failure caused by a product which Contractor did not provide, may void the warranties.

b. Contractor does not warrant Software to the extent that any modification made by County causes such error after the date on which County delivers the Acceptance Certificate for the system as a whole.

THE WARRANTIES DESCRIBED IN THIS ARTICLE 8, WARRANTY, REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

### **ARTICLE 9 - PROGRAM MANAGEMENT**

#### 9.1 Independent Contractors.

The parties are each independent contractors and neither party shall be nor represent itself to be an agent, or party of any nature authorized or empowered to act on the behalf of the other parties. Neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of County. Neither party is granted any right or authority to bind the other party on any matter whatsoever, including but not limited to the right or authority to obligate the other party to enter a transaction at any time with any third party. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or Subcontractors; to support any such person's or entity's claim against Contractor or other parties; or to defend Contractor against any such claim. Contractor shall perform its obligations under this Agreement according to Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave. Contractor shall indemnify and hold County harmless from all claims whatsoever arising out of the demands of

employees, Subcontractors or suppliers of Contractor related to Contractor's performance of this Agreement.

## 9.2 Contractor Employees and Subcontractors

9.2.1 Acceptance by County of Contractor Employees and Subcontractors. Other than those resumes provided in Contractor's Technical Proposal, which are deemed approved by County, Contractor shall furnish to County in writing the name and resume of each employee of Contractor, and any Subcontractor proposed for any portion of the Project (collectively, "Contractor Personnel") not less than ten (10) business days prior to any such Contractor Personnel having access to the County network. County shall have five (5) business days from receipt, after due investigation, to object to any such proposed Contractor Personnel. County may perform background investigation as described below on any such Contractor Personnel. If County objects to any such Contractor Personnel, Contractor shall not utilize or contract with such Contractor Personnel in connection with this Agreement and shall submit a substitute to whom County has no objection, subject to the same approval process described in this Section. There shall be no further appeal of the County's determination on the matter. County Probation will provide background checks for all Contractor Incorporated employees who may have access to County Production data. Information about new Contractor hires who will potentially have access to County Production data is to go to the IT manager for Probation.

9.2.2 Acceptance During Course of Performance. County shall provide the Contractor's Representative with written notice of unsatisfactory Contractor Personnel, and attempt to resolve any problems prior to exercising its right to request removal of such Contractor Personnel. Contractor shall promptly replace any Contractor Personnel who continues to perform unsatisfactorily or whom County identifies as not satisfactory to County. Contractor may receive a reasonable extension of any Milestone that results from County's request that Contractor promptly replace any Contractor personnel.

## 9.3 Contracting Officer/Administration

County Board of Supervisors shall be the contracting officer ("Contracting Officer") for this Agreement; the Contracting Officer shall execute this Agreement on behalf of County. The Chief Probation Officer, or his authorized designee, is the only County representative authorized to make any changes to this Agreement through the Change Order process as described in article 13 of this Agreement.

## 9.4 Employment Laws

In performing its duties under this Agreement, Contractor shall comply fully with all applicable federal, state or local legislation relating to employment. All Contractor Personnel and Contractor's subcontractors shall be considered solely Contractor's employees or agents and Contractor shall be responsible for compliance with all laws, rules and regulations, including, but not limited to employment of labor, hours of labor, working conditions and payment of taxes, such as unemployment, social security and other payroll taxes, including applicable contributions from such person when required by law.

## 9.5 County Personnel

County acknowledges that certain County Personnel must be contributed as Resources for the development of the Probation Case Management System, as more specifically set forth in the Work Plan, and that such personnel must be available at the times specified in the Work Plan. Contractor acknowledges that County is relying on Contractor's expertise in designating to County the identities and scheduling of the County Personnel who will be needed for the Project, and the times they will be required.

#### 9.6 Progress Status Meetings

The County's Technical Representative and other County Personnel, as appropriate, will meet bi-weekly with Contractor's Representative to review the Project performance. At these meetings the County's Technical Representative will apprise Contractor of how the County views Contractor's performance and Contractor will apprise the County of problems, if any, being experienced. Contractor shall also deliver a Status Report which will include without limitation (i) notification of work being performed, if any, that Contractor considers to be over and above the requirements of the contracts (ii) work completed since the previous Status Report, (iii) problems encountered, (iv) projected solutions, (v) near-term activities, (vi) Milestone status and (vii) contract issues. The Status Reports delivered at the progress meetings will not be considered a "Deliverable" hereunder subject to the Acceptance Procedures. The County's Technical Representative is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The County's Technical Representative is not authorized to change any terms and conditions of the contract. Only the Contracting Officer or the Chief Probation Officer issuing a properly executed Change Order modification will make changes to the scope of work.

#### 9.7 Inspection of Services

All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection by the County at all times during the term of the Agreement. Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector, in accordance with the Acceptance procedures set forth in Section 4.4, to determine Contractor's conformity with the Specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with the performance of Contractor Personnel.

#### 9.8 Affirmative Action

Contractor shall comply with the Affirmative Action Program for County Contractors as set forth in Article III, commencing at Section 84 of the San Mateo County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request to the County's Technical Representative. The County of San Mateo, as a matter of policy, encourages the participation of small, minority, and women owned businesses.

#### 9.9 Cal OSHA

As applicable, all items furnished under this agreement shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

#### 9.10 Equal Opportunity

Contractor shall comply with the provisions of *Title VII of the Civil Rights Act of 1964 (42 USC 2000e*, as amended by the *Equal Employment Opportunity Act of March 24, 1972, Public Law No. 92-261*) and any ordinances and/or policies of the County of San Mateo in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions or privileges or employment; nor discriminate in any way which would deprive or intend to deprive any individual of employment opportunities nor

otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, sexual preference, national origin, age, handicap, medical condition or marital status.

## **ARTICLE 10 - CONFLICTS OF INTEREST**

### **10.1 Compliance with County Code**

Contractor has complied with and shall comply with all County ordinances that restrict the County from contracting with any parties when conflicts of interest exist.

### **10.2 Conduct of Contractor**

a. Contractor agrees to inform the County of all of Contractor's interests, if any, which are or which Contractor believes to be incompatible with any interests of the County.

b. Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

c. Either party shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

d. Contractor has not offered and shall not offer, directly or indirectly, gifts, gratuity, favors, and entertainment to the County or employees thereof.

## **ARTICLE 11 - PRICING AND PAYMENT**

### **11.1 Contract Price**

Except as is provided in Section 11.2, Level of Effort Pricing, and subject only to the Change Order process under Article 13, Changes, and the annual charge described in Section 11.5, Maintenance, Contractor shall complete the Project, including providing all Software, development services and Deliverables required by this Agreement and the Specifications and all interfaces, for the fixed maximum price of \$372,582 (the "Contract Price").

### **11.2 Level of Effort Pricing**

For the services provided by Contractor described under Section 2.7, Level of Effort Services, County shall pay the amount due and owing Contractor at the times and in the amounts more particularly specified in the applicable Change Order; provided, however, that no Change Order approving Level of Effort Services shall change the Contract Price. It is understood that certain Level of Effort services will be provided under the general heading of "Customization", as noted in Attachment A, Deliverables and Payment Schedule, to a maximum billable amount of \$30,000. Any Level of Effort services performed by Contractor in excess of that amount under the base contract, absent a valid Change Order process, shall not be compensated. Contractor shall perform Level of Effort Services approved by the County at the following hourly rates:

11.2.1 Customization of Existing Source Code. For Level of Effort Services consisting of customization or modification of System Software source code existing as of the Effective Date, and which exceeds the customization which will be required for the CASE software to Conform to the Specifications, Contractor shall perform such services at a rate of \$150.00 per hour.

11.2.2 Development of New Source Code. For Level of Effort Services consisting of development of new Software source code, Contractor shall perform such services at a rate of \$150 per hour.

### 11.3 Payment Terms

a. No payment shall be required hereunder for the accomplishment of any particular Deliverable unless and until the County shall have Accepted such Deliverable.

b. Following Acceptance by County of each increment of Application Software, Third Party Software or training Deliverable, Contractor shall submit to County an application for payment setting forth the charge allocable to each such Deliverable, as described in Attachment A, Deliverables and Payment Schedule. Each such application for payment shall describe all charges attributable to each such item of Application Software, Third Party Software or training Deliverable so Accepted. Contractor shall provide the County's Technical Representative with such supporting documentation as the County's Technical Representative may reasonably request. Payment for Application Software, Third Party Software and training Deliverables shall be due and payable on or before twenty (20) working days after the County shall have received such application for payment and Accepted the applicable item of Application Software, Third Party Software or training.

c. Except as may be agreed pursuant to the Change Order process under Article 13, Changes, County shall have no obligation to pay more than the Contract Price described in this Article, and Contractor will be responsible for all costs incurred in connection with the Project. Notwithstanding anything to the contrary set forth herein, County shall have no obligation to make the final payment hereunder until all training, Documentation and services required of Contractor shall have been performed and delivered.

### 11.4 Payments for Traveling and Lodging Expenses

All other taxes, freight, shipping, travel and other expenses of the Contractor or its personnel in the performance of this Contract and not otherwise specified shall be borne by the Contractor. The aggregate contract price is payment for all goods, services, and undertakings herein contained including freight, delivery, uncrating, training, code, media, copies, manuals, maintenance, installation, and consulting, unless specifically excluded by the terms of this Contract.

### 11.5 Maintenance

Software maintenance will start upon installation of the first major system, identified in this Contract as the Juvenile CASE system. This insures that the County receives support and maintenance during the project phases which include installation of the Institutions Management and Revenue Recovery modules. As stated in Attachment A, First Year Annual Support, County shall pay an annual charge for the maintenance and support after final acceptance of the entire system in the amount of \$33,000 for the first year of such support and for two (2) option years thereafter based on the number of users at the rate identified in Attachment D, Software Technical Support and Maintenance.

### 11.6 Permits, Notices, Fees and Laws

The Contractor shall, at Contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

#### 11.7 Disallowance

In the event the Contractor receives payment under this Agreement, which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract it may have with the County.

#### 11.8 Availability of Funding

Pursuant to California law, the County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. County agrees to make an appropriate request for funds for this project.

### **ARTICLE 12 - TERMINATION AND DEFAULT**

#### 12.1 Termination for Default

The County may, by written notice of default to Contractor, terminate this Agreement or any Task identified in any Work Plan or all Tasks identified in the Work Plan remaining to be completed, or any of them, should Contractor (i) fail to make satisfactory progress; (ii) fail to deliver Deliverables within time specified in a Work Plan in strict conformance to Specifications and requirements set forth therein; (iii) fail to make payment to Contractors or Subcontractors for Accepted materials or labor, except where Contractor is withholding payment on account of a bona fide dispute; or (iv) violate any other material requirements of this Agreement; provided, however, that Contractor shall have 20 days following receipt of notice to cure any such default, and, if successful, County shall not proceed with termination. Contractor shall not be found in default hereunder to the extent that Contractor's failure to perform is caused by the County. In such cases of termination, County shall be relieved of all further obligations hereunder and the County shall have any other remedy available at law or equity. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

#### 12.2 Termination for Convenience

The County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The County shall pay Contractor as full compensation for performance until such termination:

12.2.1 The unit or pro rata price for the delivered and Accepted portion of the Deliverables.

12.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by Contractor, as approved by the County, with respect to the undelivered or unaccepted portion of the Deliverables, provided compensation hereunder shall in no event exceed the Contract Price.



12.2.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

12.2.4 The rights and remedies of County and Contractor provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **ARTICLE 13 - CHANGES**

### **13.1 Variations in Specifications**

The County reserves the right to waive a variation in the Specifications if, in the opinion of the County's Technical Representative, such variation does not materially change the item and its performance remains within parameters acceptable to the County.

### **13.2 Change Order**

Either party may at any time, by written request, propose changes within the general scope of this Agreement, in the scope of work described in the Specifications, in the definition of services to be performed, the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof or in any other aspect of Contractor's work hereunder. Any such requested change order ("Change Order") shall be subject to the Change Order process more particularly described in this Article 13, Changes. The parties acknowledge that the intent of the change order process is to provide an equitable adjustment in the Contract Price (unless the Change Order is for Level of Effort services), in the Work Plan, or both, and upon acceptance according to the change order process, this Agreement is modified accordingly.

### **13.3 Dispute Regarding Scope of Work**

In the event that Contractor believes that any particular work is outside the scope of work described in the Specifications, or in the event that County believes that any particular work hereunder is within the scope of work described in the Specifications, but the other party disagrees, then the parties shall use the change order process as a means of agreeing upon the value of the disputed work and the impact, if any, on the Work Plan. Such agreement by the parties, if any, with respect to such value and impact on the Work Plan shall not be construed as an acknowledgement by either party that the work is or is not within the scope of work described in the Specifications, but rather shall be binding on the parties with respect to value and impact, if and to the extent that there is a determination that such work was outside the scope of work described in the applicable specifications and that Contractor is therefore entitled to payment therefore. Failure to agree in accordance with the Change Order process is a dispute subject to procedure described in Section 17.3, Disputes. However, nothing in this clause shall excuse Contractor from proceeding with the Project nor shall it permit Contractor to suspend performance pending resolution of the dispute, provided that County instructs Contractor in writing to proceed with work on the disputed work. It shall, however, permit Contractor to be paid for such work upon the completion of the dispute procedure, if the result of such procedure is to conclude that such work is outside of the scope described in the Specifications and therefore work for which Contractor is entitled to additional payment hereunder.

### **13.4 Change Order Process**

13.4.1 County may submit to Contractor a Change Order request from time to time during the term of this Agreement. Not more than five (5) business days from the date of such Change Order request, Contractor shall complete and return to County a proposed Change Order, which shall contain, at a minimum, a written price estimate based on Contractor's rates and charges set forth in Article 11, Pricing and Payment, for each Change, a complete itemization of all components of such price estimate,

any proposed adjustment in the Contract Price, any proposed adjustment in the Work Plan, and any impact on Resource requirements applicable thereto. Contractor shall not be reimbursed for the costs incurred by it to prepare a proposed Change Order, including price estimates. County's Technical Representative may not approve such proposed Change Order or agree to any price adjustment in this Agreement; such approval and agreement may only be authorized by the County's authorized representative, by means of a properly executed Change Order. The Chief Probation Officer, or his authorized designee, is the only County representative authorized to make any changes to this Agreement through the Change Order process. However, the fiscal impact of any Change Order or multiple Change Orders authorized by the Chief Probation Officer in a fiscal year may not exceed \$25,000. Any Changes exceeding \$25,000 in a fiscal year must be approved by the County Board of Supervisors. If the County approves the Change Order in accordance with the foregoing, evidenced by the execution of the applicable proposed Change Order by the County's authorized representative, Contractor shall perform the work as described in such Change Order and any adjustment to the Contract Price and/or the Work Plan approved in the Change Order shall become effective.

The County has designated the following individual as the Contracting Officer's Technical Representative (County's Technical Representative):

Mr. Roger Tom  
County of San Mateo Probation Department  
21 Tower Road  
San Mateo, CA 94402  
(650) 312-8816

And on behalf of Contractor, Contractor's Representative, who is designated as:

Mr. Tom Westfall  
Synovation, Incorporated  
Post Office Box 1682  
Modesto, CA 95353-1682  
(209) 491-0978

County warrants that County's Contracting Officer, County's Chief Probation Officer, and County's Technical Representative have full authority to act for the County on the matters delegated to their respective authority hereunder; Contractor warrants that Contractor's Representative has full authority to act for Contractor hereunder. Contractor's Representative(s) will be responsible for overseeing all obligations of Contractor under this Agreement and any Tasks, and will be directly responsible for responding to the County's Technical Representative at all times during the term of this contract.

13.4.2 Contractor may initiate Changes by advising County in writing that in Contractor's opinion a Change is necessary, including without limitation if Contractor believes that any item or unit is not included within the scope of the Specifications. If the County agrees that the requested Change is required, then the County shall request Contractor to submit a proposed Change Order, and the process shall be handled as if initiated by County in accordance with Section 13.4.1, above.

13.4.3 To the extent a requested Change Order has interdependencies with the rest of the Probation Case Management System, Contractor shall, concurrently with the submission of the proposed Change Order, propose corresponding changes to the Specifications for the rest of the Probation Case Management System affected by such requested Change Order. Such interdependencies shall include, without limitation, Deliverables' impact on the Work Plan, schedule, training, documentation, Milestones performance, Resources, data conversion, users, and all other aspects of the Project, as reflected in the Work Plan.

### 13.5 Effect of Change Orders

County assumes no obligation to pay for changes performed without prior written approval through the Change Order process described in this Article. As a condition to payment, individual invoices for each approved Change Order must be submitted to County within thirty (30) days of performance of work pertaining to such Change Order and payment shall be made in accordance with the provisions of such Change Order. Except for any agreed upon adjustment to the Contract Price or Work Plan set forth in a Change Order, all terms of this Agreement shall apply to any approved Change. No Change in the scope of work made pursuant to this section shall result in any delay in a Milestone unless such delay is set forth and approved in the Change Order. No adjustment to the Contract Price shall be allowed, whether equitable or otherwise, nor any price estimate submitted to County in connection with any change, except in accordance with the procedure described in this Article 13, Changes. Except as provided in this Article 13, Changes, no course of conduct between the parties, nor express or implied acceptance of any Change, and no claim that County has been unjustly enriched by any alteration or addition to the scope of work shall be the basis of any claim for an increase in the Contract Price, or a change in the Work Plan or the Specifications.

### **ARTICLE 14 - INDEMNITY**

County shall not be liable for, and Contractor shall defend, indemnify and hold County harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County or its agents or employees. However, Contractor shall have no obligation to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County or its agents or employees

### **ARTICLE 15 - INSURANCE**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide and maintain, during the duration of this Agreement and for such other period as may be required herein, at its sole expense, insurance in the amounts and form required under the terms of the contract, defined by the County's Risk Management department.

### **ARTICLE 16 - REPORTS, RECORDS AND OTHER PRINTED OR WRITTEN MATERIALS**

#### 16.1 Audit and Inspection of Records

County shall have the right to audit and inspect those books, records and documents of Contractor, and other data in the possession of Contractor, which pertain directly to Contractor's performance of its duties pursuant to this Agreement. Upon prior written request therefore from County, Contractor shall make any project records available at a location in Modesto, California, during regular business hours, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment to Contractor under this Agreement, or, if this Agreement is terminated pursuant to the provisions of Article 12, Termination and Default, above, then such records shall be made available for County's inspection for (i) three (3) years from the date of such termination, or (ii) until any litigation, appeal or claim submitted to mediation or arbitration arising out of such termination shall have been finally adjudicated or settled, whichever is longer.

16.2 Confidential Records and Findings

Subject to the disclosure requirements of the *Public Records Act, California Government Code Section 6250 et. seq.*, (i) any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or information given to or prepared or assembled by Contractor under this Agreement, which Contractor agrees shall be confidential, shall not be made available to any individual or organization by Contractor without the prior written approval of County, or a court order directing Contractor to disclose such reports or information, and (ii) any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or information given to or prepared or assembled by County under this Agreement, which Contractor requests be kept confidential, shall not be made available to any individual or organization by County without the prior written approval of Contractor. The functionality and screens of CASE software and its documentation are automatically considered to be confidential information under this section.

**ARTICLE 17 - GENERAL PROVISIONS**

17.1 Assignment

Neither Contractor nor County shall have the right to assign their respective rights or obligations under this Agreement without the prior written consent of the other party; and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

17.2 Construction

The parties to this agreement acknowledge that it has been read and approved by counsel for both parties and that it represents the result of the arms length negotiations of the parties. In the event of disagreement as to the meaning of any term of this Agreement, it shall be construed on the basis of its plain meaning and as if it had been jointly drafted by the parties to this Agreement

17.3 Disputes

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer, County's Chief Probation Officer or his designee, and/or the County's Technical Representative, shall decide any dispute concerning a question of fact arising out of this Agreement, which is not otherwise disposed of by the parties within a reasonable period of time. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the County of any such dispute. Nothing herein shall be construed as granting the County or any other administrative official, representative or board authority to decide questions of law.

17.4 Entire Agreement

This Agreement, together with all Attachments attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor are superseded.

17.5 Attachments

All Attachments referred to herein are attached hereto and incorporated herein by reference.

17.6 Further Assurances

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

17.7 Governing Law

Except where preempted by Federal law, this Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

17.8 Headings

The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

17.9 Modification and Waiver

Except as otherwise provided in Section 13, Changes, above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

17.10 No Other Inducement

The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements warranties or agreements other than those expressed herein.

17.11 Notices

Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

**COUNTY:** Loren Buddress, Chief Probation Officer, County of San Mateo Probation Department, 21 Tower Road, San Mateo, CA 94402.

**CONTRACTOR:** Mr. Tom Westfall, Synovation, Incorporated, Post Office Box 1682, Modesto, CA 95353-1682.

Either party may change its address for notice by delivering written notice to the other party as provided herein.

17.12 Severability

If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.13 Successors

Subject to the limitations on assignment set forth in Section 17.1, Assignment, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

17.14 Time

Time is of the essence of each provision of this Agreement.

17.15 Time Period Computation

All periods of time referred to in this Agreement shall include all Saturdays, Sundays and County holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

17.16 Waiver

The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

This Agreement shall be effective as of the date of its approval by County.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President

Date: \_\_\_\_\_

ATTEST:

Clerk of Said Board

Date: \_\_\_\_\_

SYNOVATION INCORPORATED

By:   
Tom Westfall

Date: 2/15/2002

ATTACHMENT A

Deliverables and Payment Schedule

County shall pay to Contractor within thirty (30) days of receipt of an invoice from Contractor for each of the following events, the amounts shown as a portion of the total contract price.

<u>Deliverables</u>	<u>Amount</u>	<u>Week</u>
1. Contract Signing	\$ 52,000.00	1
2. Final Acceptance of Juvenile CASE and Institution Management	\$ 83,200.00	24
3. Final Acceptance of Revenue Recovery	\$ 41,600.00	38
4. Final Acceptance/Go Live	\$ 31,200.00	40
5. First Year Annual Support (Contractor software only)	\$ 33,000.00	40

Total Milestone Deliverables: \$241,000.00

The following Additional Costs will be billed upon delivery of the designated items with the exception of Customization which will be billed monthly based on the amount of hours used.

<u>Additional Costs</u>	<u>Amount</u>
1. Delivery of Servers*	\$20,250.00
2. Delivery of Oracle Licenses & Support*	\$30,900.00
3. Delivery of Scanners/Cameras*	\$16,632.00
3. Delivery of Web Server Software & Support*	\$12,800.00
4. Completion of Training	\$11,000.00
5. Customization(Existing and New Code)	\$30,000.00
6. Miscellaneous Incidentals (to be invoiced as appropriate)	\$10,000.00

\*Includes Tax at 8.00%

Total Additional Costs: \$131,582.00

**Total Contract Price: \$372,582.00**

Software List and Prices, Contractor Services and Prices  
(Includes tax, shipping, installation, patent, copyright, royalties and any other related charges)



San Mateo County, Juvenile CASE, Institution Management and Revenue Recovery

	Cost/User	# of Users	Costs
LICENSING	\$1,800	110	\$198,000
INSTALLATION	\$10,000	N/A	\$10,000
TRAINING	\$100	110	\$11,000
Contractor Software SUPPORT	\$300	110	\$33,000
		<b>TOTAL</b>	<b>\$252,000</b>
ADDITIONAL COSTS			
Scanners/Cameras*	Attachment C		\$15,400
CUSTOMIZATION (Existing & New Code)	\$150 X 200 hours		\$30,000
Web Server Software (supplied by Contractor)*	\$10,000		\$10,000
ORACLE LICENSES*	Per processor (\$11,250 x 2)		\$22,500
SERVERS*	Application and Data		\$18,750
ORACLE SUPPORT (annual)	Per processor (\$3,300 X 2)		\$6,600
Web Server SUPPORT (annual)	20% of Web Server		\$2,000
Miscellaneous Incidentals			\$10,000
		<b>TOTAL</b>	<b>\$115,250</b>

Board of Equalization sales and use tax Regulation 1502, (f), (1), (D). The sale of a prewritten program is not a taxable transaction if the program is transferred by remote telecommunications from the Contractor's place of business, to the purchaser's computer and the purchaser does not obtain possession of any tangible personal property, such as a storage media, in the transaction. This is a tax-exempt transaction and sales tax is not due from the County or Contractor.

All other taxes, freight, shipping, travel and other expenses of the Contractor or its personnel in the performance of this Contract and not otherwise specified shall be borne by the Contractor. The aggregate contract price is payment for all goods, services, and undertakings herein contained including freight, delivery, uncrating, training, code, media, copies, manuals, maintenance, installation, consulting, and conversion, unless specifically excluded by the terms of this Contract.

Total Costs

Licensing, Installation, Training and Support	\$252,000
Additional Costs	\$115,250
Taxes*	\$5,332
<b>TOTAL =</b>	<b>\$372,582</b>

ATTACHMENT B

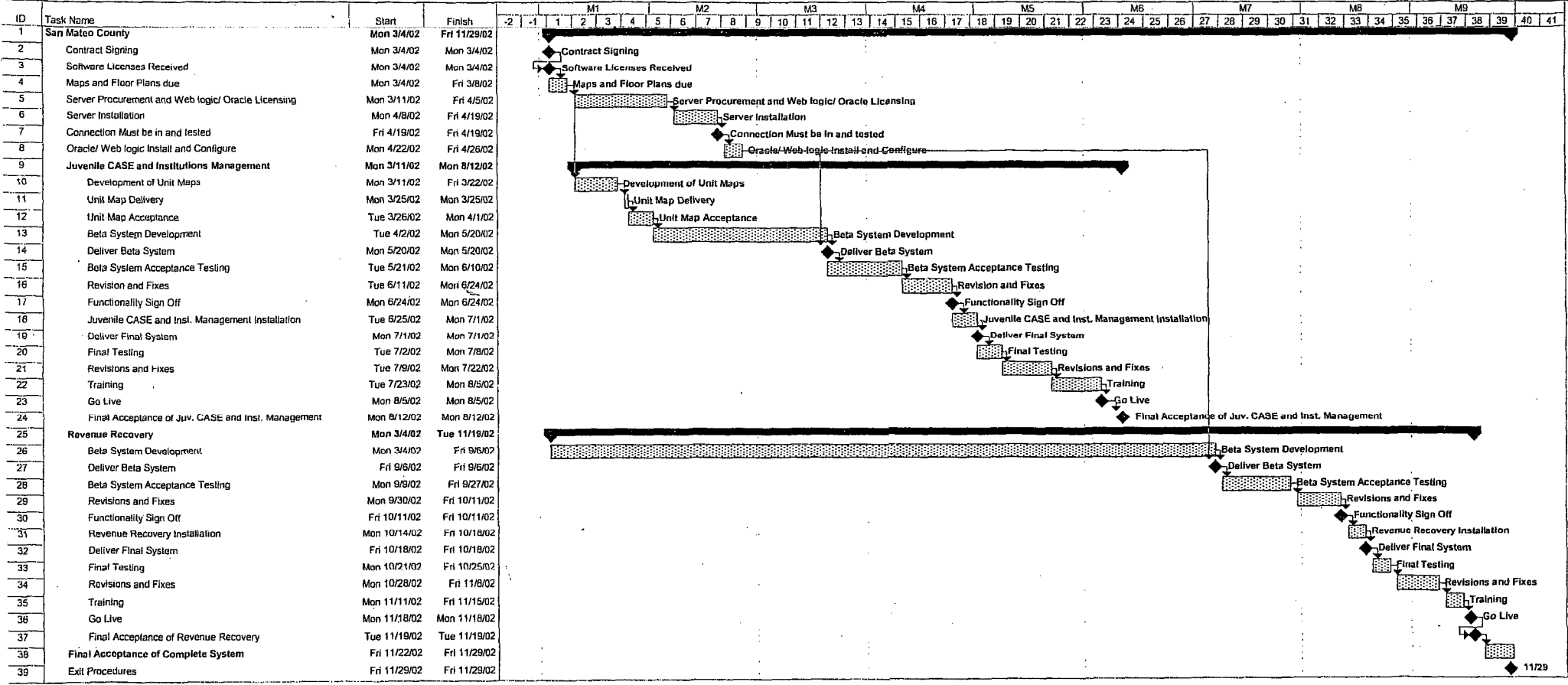
Initial Work Plan

Please refer to attached Project Timeline (Attachment B Timeline) for all tasks, module milestones, testing, and training.

<u>Event</u>	<u>Week</u>
1. Contract Signing	1
2. Final Acceptance of Juvenile CASE and Institution Management	24
3. Final Acceptance of Revenue Recovery	38
4. Final Acceptance of Complete System	40

If installation is delayed for any reason, the subsequent schedule of testing shall be extended by the amount of the delay.

### San Mateo County



Project: San Mateo County Timeline  
Date: Wed 2/13/02

Synovation		Synovation Milestone		San Mateo Milestone		San Mateo County	
Synovation Progress		Summary		San Mateo Progress			

ATTACHMENT C

Scanner/Camera Hardware

**Hardware Description:**

<b>Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>Scanners:</b>				
HP 15-20 PPM	3	Each	\$1,000.00	\$3,000.00
Canon 50+ PPM	1	Each	\$4,800.00	\$4,800.00
<b>Cameras:</b>				
CIS 2000	1	Each	\$4,800.00	\$4,800.00
CIS 1000	1	Each	\$2,800.00	\$2,800.00

Sub-Total: \$15,400.00  
Tax @ 8%: \$1,232.00

Additional Hardware Total: \$16,632.00

All above listed hardware will be procured through the Contractor. Copies of the hardware specifications above were provided to the County.

## ATTACHMENT D

### Software Technical Support and Maintenance

These terms and conditions apply to the annual support and maintenance services (Support) delivered by Contractor Incorporated, 101 211th Street, Modesto, California 95354, hereinafter referred to as "Contractor", to the San Mateo County Probation Department, 21 Tower Road, San Mateo, CA 94402, hereinafter referred to as "County" for the support of Contractor's Case Management System, hereinafter referred to as "CASE".

#### **Terms of Contract**

The Annual Support and Maintenance Contract entitles County to the following:

- a. Free product upgrades of both minor and major releases of CASE (subject to the cost of installation, customization, and training);
- b. 3-hour response time during normal business hours;
- c. toll-free number for technical support calls;
- d. online support via e-mail or a special section of the Contractor web site.

#### **Scope of Coverage**

Contractor is responsible for providing a usable software product and timely support services as an independent contractor. The liability for providing these products and support is limited to the cost of the software and support: Incidental, special or indirect damages are not the responsibility of Contractor. Contractor is responsible for ensuring that new releases and upgrades to the software products (e.g., Web Server Software, Oracle DB) used by Contractor's CASE software have no affect on the functionality and usability provided by Contractor's software.

County agrees to provide hardware and operating software to run CASE, at Contractor's specifications. Further, County agrees to maintain said hardware and operating software. Contractor cannot be liable to isolate problems caused by deficient hardware, operating software or user error. Regular and prudent backup of data is incumbent on County, as data or file recovery services are not a part of the routine annual support and maintenance services. County agrees to cooperate with reasonable requests from Contractor to allow for the ongoing support.

Contractor will provide no Support for software that is not included as part of CASE. The County understands and agrees that CASE may not function on an environment that does not match the minimum system requirements. Contractor shall have no obligation to provide Support for any system that does not match the minimum system requirements.

## **Support Hours**

Contractor offers Support Monday through Friday during normal business hours from 8am to 5pm Pacific Time. During weekends, holidays and after-hours, Contractor shall supply County with Emergency Support Options.

## **Support Requests**

County agrees to submit all requests for support via telephone, or online through e-mail or a special section of the Contractor web site. County will provide to Contractor all information reasonably requested by Contractor, which will enable Contractor to provide Support. Such information may include, but not be limited to, the type of hardware you are using, a description of the problem for which you seek Support, and additional software you are using that falls outside the Scope of coverage. County understands and agrees that the completeness and accuracy of the information you provide pursuant to this Section may affect Contractor's ability to provide Support.

## **Response Times**

Contractor shall respond to requests for Support within 3 Business hours from when the request is made. During weekends, holidays and after-hours, Contractor shall supply County with Emergency Support Options (including supplying pager access to technicians) with a response time not to exceed 24 hours. A response to a request for Support may consist of receipt of and acknowledgement of County's request for Support, and may not include answers to County's request for Support. County acknowledges and understands that no software is perfect or error free, and that despite its commercially reasonable efforts, Contractor may be unable to provide answers to or resolve some or all requests for Support. Contractor makes no promises, guarantees or assurances of any kind that it will be able to provide Support for every request.

## **Annual Support and Maintenance Fee**

The Support and Maintenance fee is \$300 per user and is paid annually over the duration of the Contract.

## **Term and Termination**

This annual Support and Maintenance fee will be billed once per year prior to the beginning of each contract year after acceptance of the software. County shall have sixty (60) days from the date of billing to renew the support and maintenance agreement. If not renewed within that time, the support and maintenance agreement will terminate at the end of the sixty (60) day period, but not before the end of the current contract year. Contractor may terminate this Contract in the event that County commits a material breach of this Contract and fails to remedy that breach within 15 days of receipt of notice of material breach, or as otherwise provided in this Contract.

## **Payments**

Any and all payments made by County pursuant to this Contract shall be nonrefundable and shall be paid in advance. There shall be no refunds or credits for any unused services upon the termination of this Contract for any reason or at any other time. In the event that County fails to make payments to Contractor pursuant to this Contract, Contractor's obligations to provide Support shall be suspended until Contractor receives full payment for all fees due to Contractor.

**No Transfer**

Any re-use, transfer, assignment or distribution of the Contract without the prior written permission of Contractor is prohibited and shall render the Contract null and void. Any attempt to transfer, assign or re-use the Contract in violation of this section shall immediately terminate this Contract and all rights under it.

**LIMITATION ON LIABILITY**

NEITHER COUNTY NOR CONTRACTOR SHALL BE IN BREACH OF THIS CONTRACT DUE TO ANY FAILURE OF PERFORMANCE THAT ARISES OUT OF CAUSES BEYOND ITS REASONABLE CONTROL. CONTRACTOR'S LIABILITY TO COUNTY SHALL BE LIMITED TO DIRECT DAMAGES, WHICH ARE PROVEN IN AN AMOUNT NOT TO EXCEED THE AMOUNT, PAID BY COUNTY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL NOT BE LIABLE TO COUNTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA IN CONNECTION WITH THIS CONTRACT, EVEN IF CONTRACTOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR WILL NOT BE LIABLE TO COUNTY ON ACCOUNT OF ERRORS, OMISSIONS, DELAYS OR LOSSES UNLESS CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**Governing Law**

This Contract shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California.

**Entire Contract**

County acknowledges and agrees that this Contract is the complete and exclusive statement of the mutual understanding of the parties and that it supersedes and cancels all previous written and oral Contracts and communications relating to the subject matter of this Contract. Any modification to this Contract must be in writing signed by both parties. If one or more of the provisions contained in this Contract is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. Any waiver must be in writing and signed by the party granting such waiver in order to be effective.

ATTACHMENT E

Source Code Escrow Agreement

Contractor agrees to enter into and perform a source code escrow agreement that contains the following terms:

County will not make the software codes and technical documentation available to third parties except if County wishes to contract with another qualified organization for the maintenance of the software. Such organization must sign a nondisclosure/nonuse agreement with Contractor.

Contractor must deposit a copy of the source code, all relevant commentary, and all documentation necessary for a qualified programmer to interpret and use the source code in an escrow account designated by County.

Contractor shall supply to the escrow agent all changed and new versions of the software and documentation as Contractor issues new releases of the software for its customers or customized software for the County.

The deposited source code and documentation for all Contractor-supplied software will be available if:

Contractor files for bankruptcy; or  
Contractor ceases to exist as a business entity; or  
Contractor otherwise breaches the terms of this contract.

The source code escrow agreement shall be executed by the Contractor and the County (and the Contractor shall have deposited the source code, commentary and documentation described in 'B' above) prior to the final payments due under this contract for those deliverables numbered as #5 and #6 on Attachment A.

As an alternative to the deposit of source code with an escrow agent as described above, the Contractor may deposit with the County a copy of the source code, relevant commentary and documentation as described in 'B' above, the County being bound by the terms of this contract as to the use of that source code and documentation.



## ATTACHMENT F

### Training

The following shall be provided by Contractor as part of the purchase price of the Software:

Training will be provided for all one hundred ten (110) users in the San Mateo County Probation Department. Training shall consist of three (3) sessions, one (1) on each of the three (3) modules (Juvenile CASE, Institution Management and Revenue Recovery) prior to or after each module being installed. Sessions will include familiarity with screen navigation, data entry, report generation and overall system functionality.

If the County requires training in addition to the above for any reason, Contractor agrees to make it available at the rate of \$1,200 per day (\$100 per day, per participant, 12 participants minimum). Additional training shall be approved through the Change Order process.

## ATTACHMENT G

### Critical Functional Requirements Juvenile Probation Case Management/Inmate Management/Revenue Recovery Software County of San Mateo Probatio Department

#### **1. PURPOSE**

The purpose of this document is to define critical functional requirements of a Contractor software package that will support the County of San Mateo Juvenile Probation Department. These requirements will cover Juvenile Case Management, Inmate Management and Revenue Recovery functions.

#### **2. ASSUMPTIONS**

In defining these critical requirements the following assumptions were used:

All hardware will be procured by the Contractor, including: application and database servers, scanners, digital camera and certain monitors for Juvenile Hall.

All database software (Oracle) including server and client components and all Web Server software/Application Server Software will be provided by the Contractor along with related utility software.

All users will have access to the Probation servers via a County WAN, using TCP/IP.

There will be 110 registered juvenile probation users, though at any time on any business day there will be an average of 20 concurrent users.

#### **3. CRITICAL FUNCTIONAL REQUIREMENTS**

##### **3.1 General**

The following are minimum critical requirements required by the County of San Mateo Probation Department. The final Contractor software package as accepted by the County shall have as a minimum these functional capabilities.

##### **System Requirements:**

Elimination of double data entry wherever possible.

Support capturing of critical data in database fields vs. free form text fields.

Ability to perform ad hoc reporting against the database for the purpose of generating statistics, form letters, answering management level questions, etc.

JPDS should be accessible by staff in the various departments/units. This access will be restricted based on appropriate security levels.

Distinguish users with various levels of access based on user id and password.

The flow of data entry screens should be logical for the business workflow of a probation user and laid out in a concise manner and, where possible, model the workflow of information through the department.

JPDS should run on any machine with Windows 98/NT and a TCP/IP connection to the SMC WAN.

Generate online reports, which support caseload management, tracking and statistical analysis of juvenile probationers, providing consistent results using a standardized format.

Allow sealing of juvenile case data.

Acceptable screen response time and system performance.

### **3.1.1 System Response Time Requirements**

All response time requirements presume that response time requirements are met at a time when system is under a normal workload, on this system when there are 20 concurrent users accessing the system.

a. **Name Search:** Response to a name search using first and last name should provide candidate list for selection by user within 3 seconds on 95% of all attempts.

b. **Data Entry of Probation Case:** Positive response (i.e., system indicates that update is complete by moving to next screen or displaying message that entry is complete) when data has been submitted should be within 3 seconds on 95% of all attempts.

### **3.2 Juvenile Identification**

A critical function of the package shall be how a minor is identified within the database. As a minimum the following information shall be collected on each individual (whether the person is an identified juvenile or the known companion of a juvenile):

A unique system assigned ID number. Note: this number is assigned to a minor only once, and stays with the minor for as long as he is the County juvenile probation system. This can be for more than 10 years in some cases.

Name. First, Middle, and Last Name.

Home and mailing address – multiple (at least 3)

Phone Number(s)

AKA's (aliases) - multiple

Birth date (DOB) (multiple)

Place of Birth

Driver's License #

Social Security Number (SSN)

FBI #

CII Booking #

INS #

Sex (Male/Female)

Race/Ethnicity

Nationality

Probation Officer's (PO) Name or ID and Location – multiple (historical record)

Demographics (height, weight, hair and eye color, living with \_\_\_\_ ,e.g., mother) (multiple)

Religion

School Data (School Name and Grade Level)(with history)

Employment status (with history)

Special Needs

Gang Affiliations (multiple)

Reference to District Attorney's (DA) Case ID

Identifying Marks or Scars

Automated Integrated Finger Printing Information System (AFIS) No.

Notes

Mug shots. The package shall have the capability to import in a digital photo of the individual.

Related documents available through integrated document imaging system.

Parental custody.

Information on adult relationships (parents, guardians, living with); name, address, phone, contact, relationship.

Information on companions: name, address, phone, contact, relationship, probation case number.

Sibling information: name, address, phone, contact, relationship, probation case number.

Part of the identification process is to minimize the assignment of multiple system IDs to an individual. It would be helpful to determine if the person already has a system id. Consequently, the identification function shall have the capability to perform multiple searches on items: First Name, Last Name, Middle Name, Address, AKA, DOB, Place of Birth, Driver's License #, SSN, FBI#, CII Booking #, INS#, Sex, Probation Officer and Gang, above. Searches shall be conducted using either explicit, "like", or SOUNDEX type specifications. In addition, if it is later discovered that the newly entered person is the same person as an existing person, there should be the capability of merging the information about the two ids. (Note: This is a manual process for merging records because the user must make decisions about whether other related records are duplicates or unique.)

### **3.3 Juvenile Detention Management**

The County of San Mateo Juvenile Probation department is responsible for the juvenile hall, where minors are detained. The Contractor software package shall have the capability to assist juvenile hall officers in their management of detainees. As a minimum, the following information must be collected at the time of booking and updated during the minor's time at juvenile hall:

Minor Information (as described in paragraph 3.2, above)

Booking Date/Time

Current Physical Location, e.g., building, floor, room, bed

Allowed visitors

Special treatment flag

Victim information (names and address); victim's statement; victim's name/address to be confidential where indicated.

School Name(s)

Medical Screening Information and activity, e.g., medications, conditions

Release Date/Time (as calculated by Court sentencing/disposition data)

Notes

Personal Property Inventory

Defendant Risk Scale Calculation

Probation Officer info (if known)

Warrant information

Parental custody status

Contact date/time with parent/guardian

**In addition to information collected on each minor, the package shall also maintain:**

Logging of incidents and grievances

Classification status/housing assignment (as generated from booking information entered), with possibility of manual override.

**Also, the following reports shall be generated:**

Daily Juvenile Hall census by unit

Tracking and reporting of juvenile hall activities, e.g., visitor, medicating

Upcoming court appearances, e.g., date/time and location

Court commitment log (check with MO codes)

Aggregate custody time

Medical Consent forms/Medical Screening forms

The system shall also generate a 48-hour kick-out listing, as well as an email notification to the PO. In addition the system shall be able to printout a formal request for school records and victim's statement.

**3.4 Juvenile Intake Processing**

The Contractor software package shall support the juvenile probation officer's intake process. As a minimum the following intake information shall be collected or referenced:

Intake Officer Name or ID

Minor ID

Assigned Probation Officer ID

Minor Family Members (Name, Relationship, Address, Phone Number (work/home), DOB, SSN)

Charges (Uniform Criminal Code, UCC), Counts, disposition

Agency and case number

Citation/Booked, Arrest Dates

School Status, e.g., attendance, grades

Interviews (e.g., juvenile, family members, teachers, employers, counselors)

Notes

### **3.5 Juvenile Referral Processing**

The package shall keep track of all cases referred to the juvenile probation department by law enforcement agencies. It will also track which charges have been referred to the DA's office for petitioning. As a minimum the following information will be maintained for each minor and for each referral:

Referred Charges

Current location code, e.g., Juvenile Hall, home

Co-participants names and locations

Charge status and date

Referral Date

Referring Agency

DA action

Probation Status

Notes

Information shall be kept on a permanent basis on each minor, as to provide for a complete referral history.

It shall also have the capability of generating a complete predisposition report (social investigation or study) consisting of information gathered during the intake and petition processing. **This report shall include as a minimum:**

Juvenile name, address and personal information

Current Offense(s)

PO Name

History of previous petition activity

History of previous court records

Review of school records

Interviews with juvenile

Interviews with family members

Interviews with teachers/principal

Interviews with employers, counselors, etc.

PO recommendations code

### **3.6 Juvenile Probation Supervision**

If a court decides to place a juvenile under probation, the package shall assist a PO in its supervision. As a minimum the package shall include:

Offenses covered in the disposition

Arrest reports  
Probation start and end dates  
Probation status  
Supervising PO  
Victim information  
Conditions of probation (multiple)  
Compliance standards  
School performance  
Assessment interview information, e.g., type, notes  
Test results, e.g., urine  
Monitoring actions and reports  
Notes

This function shall be integrated with the Contact, Work/Community Service, Caseload, and Revenue Recovery functions, listed below. In this way the PO can get a complete view of how the minor is performing under probation.

### **3.7 Storing of Juvenile Court Information**

Hearing, adjudication, finding and disposition data from the juvenile court case management system shall be maintained by the Contractor software package. This information shall be received via the external interface, described in paragraph 3.18, below. As a minimum the following court information shall be stored and historically maintained by the package:

Reference DA Case ID  
Hearing Date/Time  
Hearing Location, e.g., Dept. Number  
Judge's name  
Charge/Findings  
Disposition  
Notes

### **3.8 Juvenile Contact Management**

The Contractor software package shall have the capability of storing probation officer to minor and adult contact information. Information collected shall be at a minimum the following:

Contact Date/time  
Who was contacted  
Name of the juvenile probation personnel making the contact and their department  
Location or place of contact

Type of Contact, e.g., via phone, face-to-face, mail

Contact Notes, including actions to be taken.

### **3.9 Juvenile Probation Office Case Load Management**

The package shall assist in the monitoring of PO caseloads. This includes the generation of caseload data by PO (see paragraph 3.15, below), as well as reports on tickler function actions (see paragraph 3.21, below). A major requirement of this function shall be the reassignments of cases between PO's.

### **3.10 Juvenile Work Program/Community Service Management**

The package shall assist in the PO's management of work/community service programs enrolled in by an individual. Data collected shall include as a minimum:

Program Name

PO Name

Agency Name

Type of Program/Service (classroom, community service, work program)

Service/class location

Required attendance dates

Days required in program

Actual dates attended

Status (completed, failed, not started, in-progress)

Notes

This information shall be accessible by the agency via the Internet using a web browser. Using a County provided user ID and password, the agency can maintain the status of the individual's work program/community service.

### **3.11 Juvenile Revenue Recovery**

The Contractor software package shall track and maintain restitution payments made by the individual. As a minimum data collected shall minimally include:

Amount of restitution

Payment schedule with due dates

Actual payment amounts and dates

Payment information shall be exportable to text format files, e.g., G/L.

### **3.12 Generation of Form Letters/Reports in MS Word**

The package shall have the capability of generating form letters or reports in MS Word. Using MS Word templates, form letters shall be generated using specific data stored with the package database. For



example, the package shall be able to download MS Word files containing notices or reports, e.g., intake hearings, detention orders, petition and contest, probation reports, to the user's PC. Whenever, a file has been generated a historical record of creation shall be maintained by the package.

### **3.13 Imaging – Documentation**

The Contractor software package shall have the capability to scan hardcopy documents pertinent to each case, and store them for viewing by the probation users via a web browser as a part of the case/inmate/revenue recovery modules. Each document scanned shall be indexed by at least the following fields: name, DOB, probation case number, court case number, and date of document. The package shall the capability to store multiple documents per case.

### **3.13a Photo Imaging**

The Contractor software package shall have the capability to take, store and display photos pertinent to each case, and store them for viewing as a part of the case/inmate management system modules via a web browser. The package shall the capability to store multiple photos per case.

### **3.14 Query and Ad Hoc Retrieval**

The user shall have the capability to perform ad hoc queries using either simple queries or complex using Microsoft Access or similar tool. Queries shall be constructed either using simple form filters, or by a query builder tool that can filter on up to 8 multiple fields at once. San Mateo County is responsible for purchasing necessary Microsoft Access licenses or other third-party reporting/querying tools.

### **3.15 Standard Reporting**

The Contractor software package shall have the capability to generate reports via a report writer. The package should come with a set of standard probation reports. Generated reports shall be available to be previewed via the web browser, or printed out to hardcopy.

As a minimum the following routine reports shall be supplied by the Contractor software package:

Juvenile History

PO Caseload Tickler Report

Active Cases Past Termination Dates

Caseload Activity Reports by Month

Urine Analysis Reports

Booking Statistics Report

Court Calendars

Disposition (Minute) Order

Supervising Officers Roster

Investigating Officers Roster

State of California Mandated Reports

DOJ Mandated Reports

Warrant report

Inmate population by 1) unit/date order; 2) unit/name order; 3) gender/name order

Inmate confined to quarters (CTQ) report

Institution Population Reports

Detention Daily Population Report

Supervision Caseload Report

Juveniles by School Report

Overdue Accounts List Report

Care & Maintenance Billing Report

Alpha List Report

Intake Action Report

Accounting reports to support revenue recovery system

### **3.16 System Architecture Requirements**

The Contractor software package shall be compatible with commercial relational databases, e.g., Oracle. The Contractor software package shall run on Microsoft Windows 2000 or Sun Solaris Servers. It shall be scaleable to handle an additional 200 users, past the initial 110 users.

### **3.17 Web-Access Requirements**

The Contractor software package shall be accessible via a standard web browser, e.g., IE 6.x.

### **3.18 External Systems Interface Requirements**

#### **3.18.1 Base Interfaces**

The Contractor software package shall allow database read-only access via ODBC. In this way external applications like MS Access or Excel can access probation information. In addition the package shall allow for the export of data to formatted or delimited ASCII files.

### **3.19 User Interface Requirements**

The Contractor software package will be accessed via a standard web browser. Consequently, screen design and layout should be easy to use and be highly navigable. In general navigational buttons shall be present to allow the users to jump from one major function to another, e.g., intake to petition processing. Users should be able to use a navigational tree that will categorize probation forms/documents together, e.g., referrals, contacts, petitions, and assessments. Users can start with a top-level view showing the major categories or subject titles. The users can next "open up" category titles, which will then display a listing of form/document titles under that category. Finally, the user can access the actual form/document by clicking on the specific title.

### **3.20 Administrative Table Maintenance**

The Contractor software package shall maintain reference information, e.g., UCC, Probation Officer Names, within user maintained tables.

### **3.21 PO Tickler**

The Contractor software package shall have the capability to set due dates on action items as assigned to a probation officer. Notification of past due items shall be either via email (paragraph 3.22) or via browser window display.

### **3.22 E-mail Integration**

The Contractor software package shall have the capability of generating SMTP compliant email automatically, e.g., tickler notifications to probation officers and reports/notifications to schools, police agencies.

### **3.23 Training**

Training consists of up to one day of training per user. Contractor will provide training sessions on the operation and use of the Software for the County's personnel and shall provide training materials and instructors to support a class size of a minimum of 12 students

Training is performed onsite and is a hands on format that will require a classroom setup provided by the County and shall have a minimum of 12 staff per session. The facility to be used should have a minimum of 6 computers, and preferably one per staff member.

Training is included in the contract. If the County requires training in addition to the above for any reason, Contractor agrees to make it available at the rate of \$100 per user with a minimum of \$1,200 per day of additional training. A detailed training plan will be created based on the number and type of users. Additional training shall be approved through the Change Order process.

### **3.24 Supplied Personnel**

Personnel supplied by the contractor shall be fully qualified, trained in the operation and functionality of the software involved and only persons who have been security tested to meet the standards of justice practitioners within the County.

### **3.25 Place of Performance**

All training shall be done at County of San Mateo offices. Programming required for completion of Contractor software package delivery can be accomplished at either the Contractor site or at a County site. Product delivery, installation, testing and acceptance shall be at a designated site within the County.

### **3.26 Help Desk Support**

The Contractor shall provide telephone or email help desk support. Coverage shall be Monday – Friday, 8am – 5pm Pacific Time. Help desk response times from when a trouble call is made to when Contractor's technician responds shall not exceed 3 hours. During weekends and holidays, Contractor shall supply pager access to technicians for emergency support issues.

ATTACHMENT H

Warranty Contacts

Attached hereto as Attachment H, Warranty Contacts, are the names, telephone numbers, and the support e-mail address of Contractor engineering and/or support staff who may be contacted by County at any time on a five (5) day a week, 8:00 AM to 5:00 PM Pacific Time basis to report Errors.

Technical Contacts/Support Staff	Toll Free Number :	1-800-774-8430
Standard Support E-mail Address:		support@synovation.com
Mark Braley, Director of Customer Service:		209-491-0978 ext 301
Larry Stanton, Customer Service Representative		209-491-0978 ext 302
Marene Ramme, Customer Service Representative		209-491-0978 ext 303
Dave Chapman, Project Manager		209-491-0978 ext 305
Shannon Gonazles, Project Manager		209-491-0978 ext 304

Network and Database Administrators:	Toll Free Number:	1-800-774-8430
Jason Roysdon, Sr. Network Engineer		209-491-0978 ext 414
Dave Westfall, Oracle DBA		209-491-0978 ext 406

ATTACHMENT I

Deliverable Sign-Off Acceptance Letter

Attached is a letter template used by Contractor to provide County the sign-off acceptance of a project deliverable. This template is only an "example" and the information it contains is subject to modification by the Contractor.

<http://www.synovation.com>

Toll Free 1.800.774.8430

Support (209) 491.3600

Local (209) 491.0978

Fax (209) 571.8853

PO Box 1682

Modesto, CA

95353-1682

Acceptance Sign-Off Template

Example

<Date>

Attn: <County>, Project Manager

County of \_\_\_\_\_

Address,

City, State, Zip

Re: Juvenile Probation Case Management System

On <date>, Synovation Incorporated Project Manager, Dave Chapman, delivered the <project deliverable> to <client contact><title>.

Please sign and date the receipt of Contract deliverable below and fax a copy of this form to Dave Chapman at 209-571-8853.

Dave Chapman

1/22/02

I have received and accepted the Contract deliverable identified as <project deliverable>.

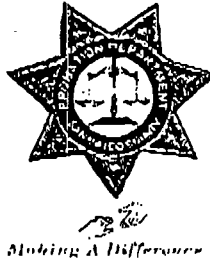
<Client County>

\_\_\_\_\_  
<client contact>, <title>

Date:

PROBATION DEPARTMENT

Loren Bুদ্ধress, Chief Probation Officer



COUNTY OF SAN MATEO

Email: Lbুদ্ধress@co.sanmateo.ca.us

DATE: February 2, 2002

TO: Priscilla Morse, Risk Manager

FROM: *JQ* Janell Quintana, TANF Project Coordinator, Juvenile Probation, PRO302 Fax: ~~512-5597~~ 655-6222

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Synovation Incorporated

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor shall provide a web-based probation case management system, including installation, training, training manuals, and on-line support and on-call maintenance.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m	✓		
Motor Vehicle Liability	\$1,500,000 <sup>m</sup>	✓		
Professional Liability	\$1m	✓		
Workers' Compensation	Statutory	✓		

REMARKS/COMMENTS: see attached. jq

*Priscilla Morse*

Risk Management Signature

Date

21 Tower Road • San Mateo, Ca 94402

650-312-8816 • 800-310-8816 • Fax: 650-312-5597

**ACORD** CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)  
2/7/2002

PRODUCER (209) 578-0183 DiBuduo & DeFendis Insurance Agency, Inc. - Mod Eldon G Easterday License # 0707137 P.O. Box 580531 Modesto CA 95358-0071	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>	
INSURED  Synovation Incorporated P O Box 1682 Modesto CA 95353-0000	INSURER A: <b>Hartford Insurance Company</b> INSURER B: <b>Admiral Insurance Company</b> INSURER C: INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	51SBALG1431	10/6/2001	10/6/2002	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPOP AGG \$ 2,000,000
					GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	51UECG19720	7/30/2001	7/30/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					GARAGE LIABILITY ANY AUTO
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	51SBALG1431	10/6/2001	10/6/2002	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS   OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	A01CB12852	2/24/2001	2/24/2002	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 San Mateo County, Its Officers, Agents, and Employees are named as additional insured as respects to general liability per attached form SS00080300.

CERTIFICATE HOLDER  San Mateo County Probation Department 21 Tower Road San Mateo CA 94402-	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Eldon G Easterday</i>
---	-------------------------------------	---



**STATE**  
COMPENSATION  
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

SEPTEMBER 17, 2001

GROUP:  
POLICY NUMBER: 1546218-2001  
CERTIFICATE ID: 4  
CERTIFICATE EXPIRES: 04-01-2002  
04-01-2001/04-01-2002

SAN MATEO PROBATION DEPT.  
21 TOWER RD  
SAN MATEO CA 94402

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.


This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions, of such policies.



AUTHORIZED REPRESENTATIVE




PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

EMPLOYER

SYNOVATION INCORPORATED  
PO BOX 1682  
MODESTO CA 95353

## Waiver Request Memo

**Date:** 01/23/02  
**To:** John Maltbie, County Manager  
**From:**  Loren Buddress, Chief Probation Officer  
**Subject:** Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance to enter into or amend a contract with Synovation Incorporated for a web-based Probation Case Management System in the amount of \$345,950.

This waiver is necessary and in the best interest of the County for the following reason(s):

- Necessary in order to respond to an emergency
- X Sole Source
- X No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

Below is a detailed explanation of the reason(s) checked above.

- Approved
- Not Approved

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Probation, in conjunction with the Information Services Department, is requesting that the Board of Supervisors waive the Request for Proposals (RFP) process using results of San Diego County's RFP process. Eleven California counties have either acquired or are in the process of acquiring Synovation's product. This is proprietary software and available only from Synovation. See the corresponding Board transmittal for more detail (attached).

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\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Synovation Incorporated
Contact Person: Ben Miller
Address: PO Box 1682 Modesto, CA 95353
Phone Number: (209) 491-0978
Fax Number: (209) 571-8853

II Employees

Does the Contractor have any employees? [X] Yes [ ] No

Does the Contractor provide benefits to spouses of employees? [X] Yes [ ] No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [ ] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[X] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 23rd day of January, 2002 at Modesto (City) California (State)

Signature

Ben Miller Name (Please Print)

CFO Title

77-0445190 Contractor Tax Identification Number