

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
HEALTHRIGHT 360**

This First Amendment is made on July 1, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Healthright 360 ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2016 (the "Contract"), in which Contractor agreed to provide substance abuse services to adult and juvenile clients placed under Probation Department's supervision.

B. The County now needs to extend the Contract to allow for continued services through June 30, 2018 and increase compensation.

C. This First Amendment represents a twelve-month extension of the Contract and an increase of \$453,166 in total compensation.

D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2016 through June 30, 2018

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$907,319.

C. Payment Provisions

1. The first sentence in Section 1 of Exhibit B is amended as follows:

Maximum contract amount shall be based on actual costs, not to exceed \$907,319.

2. Section 2-A of Exhibit B is deleted in its entirety and amended as follows:

A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2.2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. A sample invoice for claims is included in Attachment B-1.

3. Performance Payment Penalty

Due to the critical nature of the services that Contractor is providing to County clients, Contractor agrees to provide staffing coverage for staff planned vacation or requested day off. In the event that Contractor fails to provide staffing coverage on their planned vacation as agreed, County will deduct \$50 for every hour in which Contractor's staff is unavailable to provide services as defined in Exhibit A, including cancellation of treatment sessions and group activities.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.


COUNTY OF SOLANO, a Political
Subdivision of the State of California

HEALTHRIGHT 360

By: 
Birgitta E. Corsello, County Administrator

By: 

APPROVED AS TO FORM

By: 
County Counsel

ATTACHMENT B-2.2
APPROVED BUDGET

Healthright360

Solano County - Adult

6675 (AB109 - Adult)

7/1/17 through 6/30/18

Personnel	FTE	Salary
Program Supervisor	0.12	\$10,000
Supervising Care Coordinator	0.5	\$28,000
Certified Alcohol & Drug Counselor	2	\$90,000
Total Salaries		\$128,000
Fringe Benefits - 33%		\$42,240
Total Salaries & Benefits		\$170,240
Operating Expenses		
Curriculum & Training		\$4,000
Staff Travel		\$4,000
Office & Program Supplies		\$2,500
Communications		\$2,500
Total Operating Expenses		\$13,000
Total Direct Expenses		\$183,240
Indirect Expenses - 12%		\$21,223
Total Expenses		\$204,463

Healthright360

Solano County - Adult

6691 (Juvenile Hall)

7/1/17 through 6/30/18

Personnel	FTE	Salary
Certified Alcohol & Drug Counselor	1	\$65,000
Total Salaries		\$65,000
Fringe Benefits - 33%		\$21,450
Total Salaries & Benefits		\$86,450
Operating Expenses		
Curriculum & Training		\$0
Staff Travel		\$0
Office & Program Supplies		\$0
Communications		\$0
Total Operating Expenses		\$0
Total Direct Expenses		\$86,450
Indirect Expenses - 12%		\$10,616
Total Expenses		\$97,066

Healthright360

Solano County - Adolescent

6682 (YOBG-Juvenile field)

7/1/17 through 6/30/18

Personnel	FTE	Salary
Program Supervisor	0.120	\$10,000
Supervising Care Coordinator	0.500	\$28,000
Certified Alcohol & Drug Counselor	1.000	\$45,000
Total Salaries		\$83,000
Fringe Benefits - 33%		\$27,390
Total Salaries & Benefits		\$110,390
Operating Expenses		
Curriculum & Training		\$7,500
Staff Travel		\$8,500
Office & Program Supplies		\$5,000
Communications		\$4,000
Total Operating Expenses		\$25,000
Total Direct Expenses		\$135,390
Indirect Expenses - 12%		\$16,247
Total Expenses		\$151,637

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

This First Amendment ("First Amendment") is entered into as of the 16 day of May, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and California Forensic Medical Group, Inc., ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2014 (the "Contract"), in which Contractor agreed to provide on-site medical, dental, and mental health services to identified juvenile clients in the custody of Solano County Juvenile Detention Facility, New Foundations, and the Challenge Academy Program.

B. The County now needs to amend the contract to extend the term and increase compensation.

C. This First Amendment represents an increase of \$1,732,743 and a twelve month extension of the Contract.

D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2017 through June 30, 2018.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount if this Contract is \$6,550,203.

C. Payment Provisions

1) The first sentence in Section 1 of Exhibit B is amended as follows:

Maximum compensation for medical and dental services shall not exceed \$6,550,203.

3. Effectiveness of Contract.

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.


COUNTY OF SOLANO, a Political
Subdivision of the State of California

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By 

APPROVED AS TO FORM

By 
County Counsel

By 

Briana Elvaiah
VP Finance

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and
THE WILL OF GOD CHRISTIAN CENTER**

This First Amendment is made on July 1, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and The Will of God Christian Center ("Contractor").

1. Recitals

A. The parties entered into a contract dated March 1, 2017, in which Contractor agreed to provide County with mentorship coaching to adult and juvenile clients placed under Probation Department's supervision.

B. The County now needs to amend the Scope of Work of the contract and increase compensation.

C. This First Amendment represents an increase of \$50,000.

D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$95,000.

B. Scope of Work

Exhibit A is amended to add the following:

E. Provide support and engagement to Probation's juvenile clients and their families. Contractor shall identify the needs of juvenile client's parents and/or family and provide them with resources that are available in the community.

F. Act as a liaison between the parent and the Probation Officers in order to prepare the parent for reunification and ensure parent feels supported by the treatment provided by Probation.

G. Provide mentoring service to female clients at the CPC utilizing a female mentor approved by the Probation Department.

C. Payment Provisions

The first sentence in Exhibit B Total Compensation is amended as follows:

Maximum contract amount shall be based on actual costs, not to exceed \$95,000.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By: 

APPROVED AS TO FORM

By: 

County Counsel

THE WILL OF GOD CHRISTIAN CENTER

By: 

CASE™ Probation Case Management System License and Support Agreement

The COUNTY (Solano County) will license the Probation Case Management System (CASE) and engage the services of Journal Technologies, Inc. (JTI) for the purpose of providing CASE, consulting, technical and programming services consisting of application software fixes and application software modifications of the COUNTY's data processing system, executing on a mutually agreed upon hardware platform dedicated to the COUNTY

PART I – LICENSE and DEFINITIONS

1. PART I, Section 1 – Grant of LICENSE

- 1.1 JTI, or its third-party licensor(s), hereby grants to COUNTY, and COUNTY hereby accepts from JTI, or its third-party licensor(s), subject to the terms and conditions of this Agreement, a personal, nontransferable, nonexclusive license (the "License") (i) to use copies of each Program, in object code in executable form only, solely at the location specified herein or any supplements hereto with respect to such Program (the "Designated Location") for COUNTY's data processing needs and (ii) to use copies of the Documentation solely for use in connection with the use of the Programs authorized hereunder. The Designated Location shall be servers located in COUNTY. Additional locations shall require additional licenses and license fees. The License includes the right to copy the Software as reasonably required by COUNTY solely for its own internal data processing needs at the Designated Location and for archival, back-up and disaster recovery purposes.
- 1.2 COUNTY agrees that it is an end user ("End User"), in that it is using the Software solely for its own purposes, and that the License does not include any right to use or authorize the use of the Software for any purpose other than to fulfill the data processing needs of COUNTY. COUNTY acknowledges and agrees that it has no right whatsoever to license the use, reproduction or distribution of the Software by any person, firm or entity and COUNTY has no right to use any of the Software to provide data processing services to any third party on a service bureau or time-sharing basis or otherwise.
- 1.3 JTI shall not provide COUNTY with a copy of, and COUNTY acquires no right of any kind with respect to, any source code for any of the Programs. COUNTY agrees not to, and shall insure that its employees, contractors, or agents do not, create or attempt to create, by de-compiling, disassembling, reverse engineering or otherwise, the source code for any of the Programs. COUNTY acknowledges and agrees that it has no right whatsoever to modify the Software or any portion thereof in any manner.
- 1.4 COUNTY acknowledges and agrees that any third-party licensor shall be a third-party beneficiary of all of the provisions of this License and shall be entitled to enforce such terms.

2. PART I, Section 2 - DEFINITIONS

- 2.1 For purposes of this Agreement the standard definitions of the computer industry established by trade usage or custom, to the extent such standard definitions do not contradict the specific definitions provided herein, shall be applicable:

CASE™ Probation Case Management System.

The terms "CASE" and "CASE Probation Case Management System" shall mean software for use by the COUNTY provided by JTI.

CASE™ Probation Case Management System License and Support Agreement

Oracle Database Management Software.

The term "Oracle Database Management Software" shall mean the general-purpose software provided by Oracle such as the database management system and data access programs.

System Software

The term "System Software" shall mean the general-purpose software provided by vendors other than JTI such as the operating system, the database management system, layered products, sort/merge programs, word processors, electronic spreadsheets, and compiler languages.

As of the effective date of this Agreement, JTI supports the CASE system on specific Windows-based servers. There is no guarantee JTI will continue to support such platforms in the future and JTI expressly reserves the right to change its support of various platforms with no liability to the COUNTY upon at least six (6) months notice. License upgrade fees and time and materials charges may apply and will be determined on a case-by-case basis.

Software Application

In the context of this agreement, CASE and its component modules, such as; Adult, Juvenile, and Institutions Management etc., are defined as software applications.

Software Application Fix

A software application fix shall be defined as the specific correction of an inability of the CASE software to perform a particular function as indicated in the related documentation.

Software Application Modification

A software application modification shall be defined as a change to the CASE software that changes, enhances or upgrades its function from what is documented.

Release

Releases are defined as software application fixes or modifications that are released concurrent with a release notice to the COUNTY detailing the specific changes to the software and its functionality.

Version

Versions are defined as software application upgrades (either included under maintenance or requiring an upgrade fee). A version number such as 1.0 or 2.0 further identifies versions. New versions are typically scheduled for release twice each year. A new version is always accompanied by a release notification that includes all release notices affecting the new version. In other words, all releases that have occurred since the prior version release.

Module

Modules are defined as case types (such as Adult or Juvenile) or optional functionality within a software application.

All modules included in this proposal are ADULT and JUVENILE "Contracted Applications and/or Modules."

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Calls

Calls are defined as any contact between the COUNTY and JTI's Help Desk regardless of whether contact is by telephone, fax or e-mail. Calls are classified by the Help Desk with regard to their severity with the most critical calls being classified as Level 1 and less critical calls being classified as Level 2 or Level 3. Please refer to **PART II, Section 2 – Support Call Handling** for an explanation of the call categories.

Basic Maintenance

Basic Maintenance is defined as a limited, entry-level, support offering for the CASE application that provides support for critical (level one) calls plus one maintenance release of the CASE application annually.

Extended Maintenance

Extended Maintenance is defined as a limited support offering for the CASE application that provides that features of Basic Maintenance supplemented by a pre-defined number of pre-paid additional hours of support for calls related to less critical items (Level 2 and Level 3).

Standard Maintenance

Standard Maintenance is defined as a support program for the CASE application that provides support for call related to both critical and non-critical issues (Levels 1, 2, and 3). Under the standard maintenance program, clients receive up to two maintenance releases of the CASE application annually.

3. PART I, Section 3 - TERMINATION OF LICENSE AND TERMINATION OF MAINTENANCE AND SUPPORT AGREEMENT

- 3.1 The COUNTY has paid a one-time initial licensing fee and shall have a License to continue using the version of the CASE Software in use as of the date of termination, however, JTI shall have no obligation to provide the COUNTY with any updates, releases or support with respect to same, and JTI shall have no continuing liability to COUNTY whatsoever following such termination.
- 3.2 Any breach of the License Terms in Sections 1.1 or 1.2 shall result in a termination of COUNTY's continued rights under the agreement.
- 3.3 The COUNTY may terminate the maintenance and support services contracted for herein in any fiscal quarter prior to services being delivered by JTI. Notice of COUNTY's intent to terminate shall be provided as described herein at least sixty working days prior to the beginning of a quarter.

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PART II – OBLIGATIONS OF JTI – SYSTEM SUPPORT

4. PART II, Section 1 – JTI Support

The following duties and responsibilities will be the obligations JTI for system support:

4.1 Production Support

Following the successful completion of acceptance testing, acceptance of the system by the COUNTY, and any warranty period following production deployment, JTI will provide maintenance and support activities for the system as described in this document.

4.2 Federal and State Mandated Changes

JTI shall annually create a pool of hours per State to handle mandated changes by the Federal Government or States in which CASE has been implemented and place this pool under the control of the CASE User Group. This pool of hours shall be formed based on 2.5% of the fees paid under Standard Maintenance Contracts and JTI's then prevailing standard hourly labor rate. If the pool of hours is insufficient to accommodate the mandated change, JTI shall convene the State of California CASE User Group in emergency session to discuss the mandated change. The State of California CASE User Group will make recommendations to JTI on how to proceed, to include a cost-sharing agreement among the users requiring the modification. The timeframe for implementation and any cost to COUNTY(s) associated therewith will be determined in advance and prior to the COUNTY(s) budgeting cycle and approval process i.e., prior to the close of the fiscal year in June. JTI will provide State mandated changes within a reasonable timeframe after notification by the COUNTY, provided that the CASE Software can be modified to conform to such changes in a commercially reasonable manner and the COUNTY agrees to any associated costs. The actual mandates implemented, the timeframe for implementation, and any cost to COUNTY associated therewith will be determined in advance for approval by COUNTY. Should there be insufficient hours in the pool of hours per state to accommodate the mandated changes, JTI and the counties in that state will mutually determine a course of action.

4.3 Application Software Modifications - Price Quotes for Modifications

JTI will provide the COUNTY with a preliminary estimate for any software application modification requests that are not considered by JTI to be:

- An application software fix
- Part of JTI's internal development

The County can authorize JTI to proceed with modification on a time and materials basis or request that JTI prepare a formal fixed-price quotation. The COUNTY will notify JTI to develop the modification if the COUNTY desires to proceed with the modification as quoted. Any modifications performed in this manner will become part of CASE and will be maintained as part of the CASE product, with appropriate adjustments made to the ongoing support and maintenance fees payable by COUNTY to cover the additional software being maintained.

4.4 Scheduling Implementations

JTI will implement all application software fixes, modifications, new releases and new versions during hours to be mutually agreed upon that will not interfere with regular COUNTY operations or require COUNTY staff overtime expense unless directed to do so by the COUNTY. This includes

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performing any database configuration modifications necessary to accommodate any of the above changes.

4.5 Help Desk Support

Help Desk support is defined as follows: A JTI Help Desk associate is available to take client calls and to determine (with the client's help) the Production Support Category. During other than normal JTI business hours, JTI Help Desk personnel are available to respond to emergency calls (emergency calls are defined as Level 1 Errors).

5. PART II, Section 2 – Support Call Handling

5.1 Support Call Handling

This section describes how client support contacts are handled from origination point to completion. Contact topics range from new enhancement requests, questions on how the application works, to problems with its operation.

Normally clients contact the JTI Help Desk using one of the following methods:

- JTI's Voice Mail System.
- Fax.
- E-mail.
- Direct phone contact with the Help Desk.

5.2 Initial Client Contact

During normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, excluding holidays, a JTI Help Desk associate is available to take client calls and to determine the Production Support Category. JTI will normally create a Trouble Call within two (2) hours of receiving a call from COUNTY during normal business hours.

During non-business hours, JTI shall provide "24x7" "on-call" level 1 Call Category support, Monday through Sunday, including holidays. Upon notification of a level 1 Call Category outage, JTI will respond within one (1) hour of receiving a page to confirm that the outage is a level 1 Call Category problem requiring an immediate response by JTI 90% of the time, but in no instances shall this time exceed two hours. JTI will create a Trouble Call and commence work on the problem within two (2) hours of receiving the initial County call.

Production Support Categories include:

1) Incorrect System Use: Help Desk personnel instruct the client as to correct procedures. They provide references and resources as appropriate.

2) Data Problems: These issues may require JTI to intervene and correct data as requested by COUNTY personnel.

Note: Excessive calls relating to user errors or significant investigation time by JTI that is a result of user error or non-JTI software/hardware will be billable to COUNTY on a time and materials basis. Whenever feasible, JTI will notify COUNTY in advance that such a condition exists before billing COUNTY for excessive time or investigations.

3) Technical Issues: JTI works with the COUNTY to resolve any hardware problems resulting

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from the JTI product implementation during initial implementation of the CASE program. Once the implementation configuration is stable, the COUNTY supports changes and on-going production. JTI is not responsible for technical issues which do not arise as a direct result of JTI product implementation. However, JTI will assist the COUNTY with hardware, network or non-JTI related software issues on a time and materials basis, unless the problem ends up being the fault of JTI's program, in which case there will be no charge.

4) System Issues: CASE System issues require JTI Development involvement. Resolution could entail programming a system correction or enhancement. A COUNTY request for system modification may need to be logged and a cost estimate will be prepared by JTI Development for COUNTY approval.

5) On-site Assistance and Service by JTI: If resolution requires on-site assistance, time and materials may be billed to the COUNTY. Determination is made on a case-by-case situation and depends on the cause of the problem or the type of correction required.

NOTE: When it is determined that system development (a software application fix or modification) is required; JTI integrates the issue into their overall project process.

5.3 Client Contact Tracking

The help desk technician opens a new contact entry in the Tracking System with the following information:

- Customer
- Site
- System
- Urgency
- Problem – In order to accurately define the problem, COUNTY needs to provide:
 - Screens / Reports involved
 - If reports (or calendars) JTI needs the parameters the client entered in order to generate the report
 - Cases (if applicable)
 - Diag (if applicable)
 - Step-by-step detail (if available) on how the problem was generated

5.4 Call Categories

Calls are be classified and supported by the Help Desk according to their severity. Call Categories are:

1) Level One (High), An Error, for which there is no means of Circumvention, causing (i) unrecoverable "crashes" of the Licensed Software, (ii) ongoing unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality that prevents Probation processing for which there is no means of Circumvention. (A Service Level 1 Error is sometimes referred to as "**Critical**".) example: The CASE System application has crashed completely and no one is able to log into the system

2) Level Two (Medium), An Error causing (i) ongoing recoverable loss or corruption of data for which there is no means of Circumvention, (ii) loss of essential Licensed Software functionality that prevents Probation processing that can be Circumvented, or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred

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to as "**Urgent.**") example: A feature has stopped working but users can still perform these functions using other components of the system.

3) Level Three (Low), An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as "**Minor.**") example: CASE users cannot tab from one text field to the next on a form and must click on the next field instead.

5.5 Urgent Contacts

Problems that bring the system down or that prevent users from being able to access the system are considered urgent. The help desk technician sends an email to the appropriate support team alerting them that an urgent situation needs immediate attention.

5.6 CASE User Group

JTI shall make a good faith effort to establish and assist a CASE User Group comprised representatives from counties with current JTI CASE License and Support Services Agreements. This user group will meet at least annually.

PART III – OBLIGATIONS OF THE COUNTY

The COUNTY shall have the following obligations, duties and responsibilities (all of which shall be performed at the COUNTY's sole expense):

6. PART III, Section 1 - Providing Access

6.1 General Access

COUNTY shall provide JTI, its employees and authorized agents, access to computers and adequate facilities during business hours to enable JTI to perform its obligations hereunder in an effective and professional manner. The COUNTY will provide JTI with access to appropriate Internet access mechanism at processor for problem solving usage within COUNTY defined security restrictions, as stated in Attachment B – Virtual Private Network Policy (VPN). The COUNTY will also ensure that the County IS Department provides to JTI Internet and firewall access in order for JTI to provide its maintenance and support services, pursuant to Attachment B. Specific access is determined in project requirements definition and agreed upon by both JTI and the COUNTY.

6.2 Facilities

Overseeing the physical communication environment and facilities modifications as required. These responsibilities shall include ordering, installing or requesting the installation of all equipment required for end-to-end data communications hookup and any physical structural modifications necessary to accommodate any new equipment.

7. PART III, Section 2 – Hardware / Software Responsibilities

7.1 Equipment

Ordering and taking delivery of all equipment (e.g. PC's, CRT's, printers, modems) required for the CASE software. The COUNTY is responsible for providing justification and funding for any

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equipment. JTI shall not be responsible for any delay or technical problem arising with respect to installation, implementation or operation of the CASE software which arises as a result of the COUNTY's use of any hardware configuration. Any hardware recommendations made by JTI with respect to future functionality of the CASE software are based solely on information and/or growth projections provided by the COUNTY and assume that the CASE software will be running on a dedicated platform. The COUNTY shall be solely responsible for the accuracy of any information or projections provided to JTI.

7.2 Modification Coordination

Coordinate all planned modifications to hardware and/or software with JTI. The COUNTY will establish no more than two (2) appropriate contacts who will be the focal point for all application software fixes, modifications and new versions to the system.

7.3 Daily Back-ups and On-going Training

To prevent loss or damage to data as a result of malfunctions, errors or defects of or in the Software, COUNTY will regularly maintain and verify integrity of back-up copies ("Back-ups") of all data and programs used in connection with the Software. COUNTY is solely responsible for any loss or damage caused by a failure to maintain and verify proper daily and other Back-ups.

7.4 Host Based System and Application Software

The COUNTY shall be responsible for obtaining the design, implementation, support and funding of any software residing on the COUNTY host computer system and its related support systems, e.g. telecommunications networks.

7.5 System Software and Documentation

It is the COUNTY's responsibility, to the best of its ability, to maintain current levels of the system software and documentation. This shall include, but is not limited to, the following activities:

- a. Upon request from JTI, provide documentation of the hardware components running JTI-provided software.
- b. Provide JTI system information as requested by JTI for use in troubleshooting.
- c. Review system software maintenance releases.
- d. Maintain all System Software products at the revision level dictated by the current level of JTI-provided software:
 - o Install new software products to keep machines at the revision level dictated by the current level of JTI-provided software.
 - o Revisions are reviewed in conjunction with the current hardware revision levels. If hardware upgrades are necessary, inform the hardware service organization to get the proper revision level. New revisions should be tested with the applications software to ensure that the applications software is compatible with the new system revision.
 - o Apply System Software patches that affect the operation of the JTI software products. The COUNTY and JTI will agree upon which patches affect the operation of the software

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- Since the operating software and the JTI software revisions must be coordinated, the COUNTY will not request JTI to port to the latest major revision of operating system software or database software until that revision has been available for at least one year. JTI will not request the COUNTY to install a revision of operating system software or database software until it has been available for at least one year.
 - JTI will communicate to the COUNTY, in writing, the revisions of the operating system and database software required to support each JTI product. JTI will also communicate to the COUNTY, in writing, a schedule of mandatory operating systems and database software upgrades providing the COUNTY with at least six months notice of a mandatory upgrade.
- e. Update System Software for new hardware components.
 - f. Provide sufficient disk space and communicate the location of that disk space for JTI to install programs, define data storage and maintain the database required to operate the system.
 - g. Submit system software and hardware trouble reports to vendor if requested by JTI.
 - h. Information distribution. The COUNTY agrees to provide advance notice of upcoming changes to system configurations and CASE software requirements. Such changes shall include, but are not limited to hardware relocation, system expansion, etc. Such changes may require support from JTI on a time and materials basis.
- 8. PART III, Section 3 - On-going COUNTY Training**
- 8.1 COUNTY will be responsible for providing on-going training to meet the requirements of staff turnover through the utilization of training materials that will be provided and maintained by JTI, exclusive of on-site procedure manuals or job-aids.
- 9. PART III, Section 4 - Staffing**
- 9.1 The COUNTY will have several individuals specified as first-level contacts. These individuals will be the initial contact for questions from staff regarding CASE operations. The COUNTY shall provide sufficient staff to support set-up, conversion and implementation activities that are mutually agreed to by COUNTY and JTI.
- 10. PART III, Section 5 - Support Calls**
- 10.1 All calls to the JTI Help Desk will be screened, as appropriate, by the COUNTY to ensure, as much as possible, that JTI assistance is necessary before calling. Excessive support calls to JTI that result from user error or calls requiring extensive research by JTI that result from user error, hardware or non-JTI software issues will be billable to COUNTY on a time and materials basis. If JTI receives excessive calls relating to user errors or significant investigation time is anticipated by JTI that may be the result of user error, network, hardware, or non-JTI software issues; JTI shall notify COUNTY that such a condition exists and twenty-four hours after notification will thereafter bill COUNTY on a time and material basis if such excessive calls continue or the investigation results in a problem due to other than a system bug.

PART IV – COMPENSATION FOR SERVICES

Version as of May 31, 2012 (Solano)
Description of License, Product Development, Implementation & Support Services

Page 9

Initialed: 

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11. PART IV, Section 1 - Pricing Projects

- 11.1 Any services outside of those described in PART I, Section 2, shall require a quote from JTI and shall be under a separate agreement (i.e., statement of work). At the COUNTY'S request, projects may be priced pursuant to one of the following methods:
- a. The COUNTY requests that JTI provide a fixed price estimate. Time spent creating the estimate will be billed to the COUNTY whether or not the COUNTY decides to proceed with the project. The COUNTY will pay the fixed price regardless of the actual hours spent (whether they are over or under the estimate).
 - b. The COUNTY requests that JTI provide a price range estimate. Not to exceed the upper limit established by the price range estimate, the County will pay the price reflective of actual costs, including time spent and materials.
- 11.2 If a price range estimate is used, the COUNTY will pay the actual hours to complete the project. JTI will not charge the COUNTY for estimating this price range estimate. The COUNTY may decide to move to a fixed price estimate for a project after receiving a price range estimate.
- 11.3 The COUNTY hereby acknowledges that the fixed price estimate is dependent upon JTI's receipt of accurate information regarding the needs and expectations of the COUNTY with respect to the CASE software. In the event that the actual hours necessary to complete a project exceed the maximum hours in the fixed price estimated due to inaccurate information or representations made by the COUNTY, the COUNTY shall be responsible to pay for such excess hours for the project.

12. PART IV, Section 2 - Base Year, Price, and Fee Increases

- 12.1 The annualized base price is \$138,905 as agreed to by both parties. The annualized base price is firm for the base year of the agreement, beginning July 1, 2017 and ending June 30, 2018. The price for each subsequent twelve-month period shall be increased by ten percent (10%) over the then-current price effective each July 1 in accordance with Attachment A, "Pricing Schedule." Quarterly installments may not be increased or decreased during, and shall remain firm for, any such 12-month period.
- 12.2 Total maximum payable under this agreement shall be \$138,905 as detailed in Attachment A, "Pricing Schedule."

13. PART IV, Section 3 - Effective Date of Service Fees and Invoices

- 13.1 Maintenance and Support payments under this agreement shall be effective July 1, 2017 and terminate on June 30, 2018, unless otherwise extended by the mutual consent of the parties pursuant to a written amendment.
- 13.2 Applicable fees are detailed in Attachment A, "Pricing Schedule." Quarterly invoices for Software Maintenance Products & Services under the Standard Maintenance Program described in PART 1, Section 2.1, shall be mailed out prior to the service quarter, dated the first day of service quarter, with payment terms of Net 30. COUNTY shall be responsible for paying all invoices and adhere to any applicable payment terms.

CASE™ Probation Case Management System License and Support Agreement

14. PART IV, Section 4 - Payment Upon Termination

- 14.1 Notwithstanding the provisions of PART IV, Section 3, should this Agreement be terminated, all applicable fees established in accordance with Attachment A, "Pricing Schedule" shall be payable prorated through the date of termination. Furthermore, any reimbursable costs or expenses incurred by JTI through the date of termination shall be immediately due and payable. To the extent that JTI has ordered hardware or software on behalf of the COUNTY in accordance with this Agreement, JTI shall use its best efforts to cancel such orders following termination, however, the COUNTY shall be solely responsible for the payment of all cancellation fees and shall pay for all product orders which cannot be cancelled. After the date of termination, no further fees shall be due and payable.

15. PART IV, Section 5, Taxes

- 15.1 The COUNTY is responsible for any and all applicable sales taxes when payment is made.

PART V – OTHER PROVISIONS

16. PART V, Section 1 - Title

- 16.1 JTI represents and warrants that it has the legal right to license CASE. This agreement provides for the restricted use of CASE software by the COUNTY. If JTI or any successor to or assign of JTI shall 1). cease business, cease doing business as a software supplier, or be declared bankrupt or insolvent by a COUNTY of competent jurisdiction; and 2). cease supporting the CASE software, COUNTY shall have the right to obtain, for its own use, a single copy of the source program version of the object program supplied under this Agreement, together with a copy of the documentation therefore. COUNTY acknowledges that source programs and their associated documentation are extraordinarily valuable and agrees that the source program and its documentation if supplied under this provision shall be subject to the terms of this Agreement. The source code and associated materials will be held in escrow pursuant to an escrow agreement acceptable to both JTI and the COUNTY. Escrow agent is InnovaSafe. This escrow will be established and a copy of the then-current source code will be deposited in such escrow within ninety (90) days of the execution of this agreement by COUNTY. The contents of the escrow shall be updated by JTI on a semi-annual basis with the latest software source code and documentation available. Said materials shall be made available for annual review by the COUNTY or its designee as to existence and completeness. Fees associated with the escrow deposits shall be paid by COUNTY.

17. PART V, Section 2 - Warranty

- 17.1 So long as COUNTY maintains an in-force, paid-up annual maintenance agreement ("Maintenance Agreement") with JTI, JTI warrants that the program shall perform substantially in accordance with the functional performance specifications contained in the related documentation. JTI shall (i) provide COUNTY with a revised copy of the program reflecting any correction or modification which is incorporated by JTI into its standard version of such program and shall provide COUNTY with any new standard version of the program; (ii) use commercially reasonable efforts to correct any failures of the latest version of the program to perform substantially in accordance with the functional performance specifications contained in the related documentation provided JTI is given written notice by COUNTY of such failures and such failures can be recreated by JTI. **JTI DOES NOT WARRANT THAT THE SOFTWARE WILL MEET COUNTY'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT**

CASE™ Probation Case Management System License and Support Agreement

AS PROVIDED IN THIS SECTION, JTI DOES NOT MAKE BY VIRTUE OF THIS AGREEMENT, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SOFTWARE OR THE SERVICES OF JTI, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 17.2 Any hardware ("Hardware") or third-party software ("Third-Party Software") required or recommended for the use of the Software shall be, upon request of COUNTY, ordered on behalf of COUNTY by JTI and billed separately. JTI, upon payment in full of the purchase price for the Hardware and Third-Party Software will assign to COUNTY the title to the Hardware and license and any manufacturer's warranties for any such Hardware and/or Third-Party Software. **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR ON THE ATTACHED EXHIBIT OR ATTACHMENT, JTI MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WITH RESPECT TO THE HARDWARE OR THIRD -PARTY SOFTWARE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ITS MERCHANTABILITY OR FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE HARDWARE OR THIRD-PARTY SOFTWARE OR CONFORMITY THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO.** JTI is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort), caused directly or indirectly, by the Hardware or Third-Party Software or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto; or any delay in providing or failure to provide any part thereof, or any loss of business, or any damages whatsoever and howsoever caused by the Hardware or Third-Party Software except for any loss or damage caused by the gross negligence or willful misconduct of JTI. In no event is JTI responsible for indirect, consequential, incidental or special damages.

18. PART V, Section 3 - Confidentiality

18.1 Responsibility of JTI

JTI understands the confidential nature of information that will be maintained in the CASE software. JTI will take all reasonable measures within JTI's control to protect this information from unauthorized use. All data contained on or in any CASE database or file is the sole property of the COUNTY.

18.2 Responsibility of COUNTY

JTI takes reasonable security measures to protect the secrecy and confidentiality of its products. All employees of JTI and other persons who have designed, developed or programmed or who otherwise have knowledge of or access to JTI systems have been adequately notified that JTI products are proprietary to JTI and are not to be divulged except as authorized by JTI. The COUNTY's obligations regarding confidentiality and discovery are subject to California law and specifically to the California Public Records Act (Government Code, subsection 6250 et seq.), however, notwithstanding the general provisions of the Public Records Act, to the maximum extent allowed by law, the COUNTY shall abide by and utilize those provisions of California Law which allow the COUNTY to maintain the confidentiality of software and/or proprietary information and trade secrets.

CASE™ Probation Case Management System License and Support Agreement

The parties hereto agree that the CASE software, and all constituent parts thereof are valuable only as long as they remain secret and confidential. Accordingly, each party agrees to take all steps reasonably necessary to protect the confidentiality of CASE software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In this regard, the COUNTY agrees to do all of the following:

- a) To the maximum extent reasonably practicable, the COUNTY shall restrict access to the host CPU and CASE software to prevent unauthorized personnel from acquiring significant or confidential information concerning CASE software.
- b) To the maximum extent reasonably practicable, the COUNTY shall give written notice ("notice of confidentiality"), in a form mutually acceptable to JTI and the COUNTY, of the confidential nature of CASE software to those officers, employees, agents, contractors, subcontractors and licensees who have direct or indirect access to CASE software its components and/or derivative parts.
- c) COUNTY shall not duplicate or reproduce, in any manner, CASE software or any component or constituent parts thereof, and agrees not to disseminate, display or use the information or material concerning CASE software, including but not limited to, the CASE software, except as is reasonably necessary for the COUNTY to perform its COUNTY functions and to comply with the terms of this Agreement.
- d) If at anytime, a party to a litigation involving the COUNTY or CASE software, seeks by way of litigation or legal process to discover information in any way related to CASE software, or requires the production of CASE software, or any component or constituent part thereof, the COUNTY shall promptly advise JTI of such matter as soon as the complaint, subpoena or discovery document has been served on the COUNTY, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, COUNTY order or moving papers for the disclosure of information relating to, or the delivery of all or any portion of information relating to, or the delivery of all or any portion of CASE software, the COUNTY shall cooperate with JTI so as to maintain, to the maximum extent permissible, the confidentiality and secrecy of CASE software and to permit JTI to obtain in the name of the COUNTY, if permission to do so is requested by JTI, a protective order of the COUNTY or legal forum to avoid the further disclosure of divulgence of any matters relating to CASE software and to assure the continued protection of the confidentiality thereof.
- e) Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the COUNTY are not parties to this Agreement, the terms and provisions of this Section shall be binding upon the COUNTY and all of its officers, employees, agents, contractors, subcontractors and licensees who have direct or indirect access to CASE software, its components and/or derivative parts.
- f) The obligations of the COUNTY set forth in this Section shall survive the termination of this Agreement indefinitely.

18.4 Remedies

The COUNTY acknowledges and agrees that due to the proprietary nature of the CASE software, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the COUNTY or third parties to unfairly compete with JTI resulting in irreparable

**CASE™ Probation Case Management System
License and Support Agreement**

harm to JTI, and therefore, that upon any such breach or any threat thereof, JTI shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

JTI acknowledges and agrees that due to the confidential nature of the information stored in the CASE software, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any breach by JTI or any threat thereof, COUNTY shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

19. PART V, Section 4 – Limitation of Liability

JTI SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO COUNTY FOR CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE OR THE TRANSACTIONS CONTEMPLATED HEREIN, EVEN IF JTI IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL JTI'S LIABILITY TO COUNTY HEREUNDER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY PROGRAM LICENSED HEREUNDER EXCEED THE TOTAL LICENSE AND SERVICE FEES ACTUALLY PAID BY COUNTY FOR THE PROGRAM, PROGRAMS, OR SERVICES OUT OF WHICH SUCH LIABILITY AROSE.

SIGNATURES FOLLOW ON THE NEXT PAGE

**CASE™ Probation Case Management System
License and Support Agreement**

JTI:

JOURNAL TECHNOLOGIES, INC.
at 843 S. 100 W., Logan, UT 84321
Phone (877) 587-8927

By: Jon Peek

Journal Technologies, Inc.

Name

Title

6-7-2017

COUNTY:

Solano County Probation Department
at 475 Union Avenue
Fairfield, CA 94533
Phone (707) 784-7600
Fax (707) 784-7605

By: Birgitta E. Corsello

On behalf of the Solano County Board of
Supervisors

Name

Dated

County Administrator

Title

Department Representative:

Chief Probation Officer

Dated

Approved as to Form:

County Counsel

Dated

**CASE™ Probation Case Management System
License and Support Agreement****ATTACHMENT “A”
“Pricing Schedule”**

Maintenance and Support Fees		
Year	Annualized Amount*	Quarterly Payment Amount
FY2017/18	\$ 138,905	\$ 34,726.25
Project Fees		
Sr. Programmer Analyst		\$175 /hour
Analyst / Database		\$150 /hour
Systems Engineer II		\$150 /hour
Sr. Implementation Analyst II		\$150 /hour
Software Training Specialist		\$140 /hour
Program Management		\$175 /hour
Database Analyst		\$200 /hour

**CASE™ Probation Case Management System
License and Support Agreement**

ATTACHMENT “B”

“Modules and Interfaces”

Modules and interfaces covered under this maintenance contract are:

- Juvenile CASE™
- Adult CASE™
- JCPSS
- Crystal Reports
- IKON Scanner interface
- OffenderLink

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and ARAMARK CORRECTIONAL SERVICES, LLC**

This Third Amendment ("Third Amendment") is entered into as of the tenth day of June, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Aramark Correctional Services, LLC, ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2013 (the "Contract"), in which Contractor agreed to provide County with food management oversight services to include off-site food preparation services using a cook-chill process and transporting the prepared meals to the County Juvenile Detention Facility.

B. On July 1, 2016, the parties amended the Contract (First Amendment) to extend the term until July 1, 2017 and increase compensation.

C. On July 15, 2016, the parties amended the Contract (Second Amendment) to amend the Scope of the Contract.

D. The County now needs to amend the Contract to amend the Scope of the Contract, extend the term, and increase compensation.

E. This Third Amendment represents an amendment to the Scope of the Contract, a three (3) month extension and increase of \$140,750

F. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2017 through September 30, 2017

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$2,131,747

C. Scope of Work

Exhibit A Section 8-G is deleted in its entirety.

Exhibit A Section 8-H is deleted in its entirety.

Exhibit A Section I-20 is deleted in its entirety and replaced with:

20. The maximum dollar amount of this contract is equal to the fixed cost per meal of \$3.474 for Breakfast and \$3.474 for Lunch/Dinner multiplied by the number of meals served. The following "Fixed Meal Rate per Meal" table per the 3 month extension is stated below:


Fixed Meal Rate per Meal (3 month extension)			
Line Item	Units	Rate	Total
Breakfast/Lunch/Dinner	40,515	\$3.474	\$140,750

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract remain in full force and effect.


COUNTY OF SOLANO, a Political
Subdivision of the State of California

By 

APPROVED AS TO FORM

By 
County Counsel

ARAMARK CORRECTIONAL SERVICES, LLC

By 
Mark R. Adams
Vice President, Finance

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and ALDEA CHILDREN AND FAMILY SERVICES**

This Second Amendment ("Second Amendment") is made on July 1, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Aldea Children and Family Services, ("Contractor").

1. Recitals

A. The parties entered into a contract dated June 1, 2014 (the "Contract"), in which Contractor agreed to provide the County with therapeutic mental health services to County-referred youths and their families in accordance with the client's individualized treatment plans.

B. The County now needs to extend the Contract to allow for continued services through June 30, 2018, amend the Scope of Work, and increase compensation.

C. This Second Amendment represents an increase of \$438,632 and a twelve-month extension of the Contract.

D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2017 through June 30, 2018.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$1,826,632.

C. Scope of Work

Section I-A-1 is deleted in its entirety and replaced with:

1) Community Based Family Preservation Services

- a. Provide community-based mental health services to County-referred youth and their families.
- b. Use therapeutic intervention approaches including, but not limited to: Dialectical Behavioral Therapy (DBT) Family Skills Training.
- c. Provide services in the clients' homes and/or community.
- d. Number of clients receiving services in the community at any given time shall be:
 - i. Maximum of 10 clients for DBT treatment; or
 - ii. Maximum of 20 clients for TF-CBT treatment; or
 - iii. Any combination of treatment (DBT/TF-CBT) serving a maximum of 20 clients.

D. Payment Provisions

1) The first sentence in Section 1 of Exhibit B is amended as follows:

Total compensation for mental health services shall be based on actual costs, not to exceed \$1,826,632.

2) Budget Approval

A. Budget Approval

Contractor's proposed budget for the program has been accepted by the County. The budget is incorporated by this reference as Attachment B-2 and B-2.1.

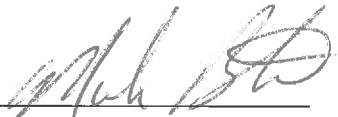
3. Effectiveness of Contract.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

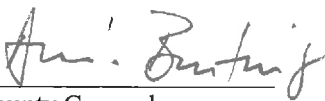
COUNTY OF SOLANO, a Political
Subdivision of the State of California

ALDEA CHILDREN AND FAMILY SERVICES

By 

By 

APPROVED AS TO FORM

By 
County Counsel

ATTACHMENT B-2

Aldea, Inc
Contract # C0101338

Date: February 1, 2016

**PROBATION DEPARTMENT
IN-HOME AND/OR IN-CUSTODY JUVENILE TREATMENT AND COUNSELING SERVICES
PROGRAM BUDGET SHEET - TOTAL CONTRACT**

JULY 1, 2017-JUNE 30, 2018

		TOTAL	YOBG	JJCPA	SFP
PAYROLL	FTE	COST/RATE	COST/RATE	COST/RATE	COST/RATE
Director of Behavioral Health	0.10	\$ 6,000	\$ 3,992	\$ 1,177	\$ 831
Program Director	0.25	\$ 22,850	\$ 15,202	\$ 4,483	\$ 3,165
Clinical Supervisor/Coordinator	0.40	28,700	19,094	5,631	3,975
Therapist	3.25	158,620	105,530	31,121	21,969
Psychiatrist	0.00	-	-	-	-
CQI/Data Analytics	0.17	9,280	6,174	1,821	1,285
Clerical Support	0.40	15,450	10,279	3,031	2,140
TOTAL SALARY	4.57	240,900	160,271	47,265	33,365
BENEFITS		72,993	48,562	14,321	10,109
TOTAL PAYROLL		313,893	208,833	61,586	43,474
OPERATIONS					
Facilities		36,250	24,117	7,112	5,021
Internet, Phones & IT		16,950	11,277	3,326	2,348
Office Expenses & Services		8,700	5,788	1,707	1,205
Reproduction/Copying		500	333	98	69
Mileage		1,250	832	245	173
Training/Conferences		4,000	2,661	785	554
Program Expenses & Materials		6,500	4,293	1,296	909
TOTAL OPERATIONS		74,150	49,301	14,569	10,279
Allocable administrative costs		50,589	33,657	9,926	7,007
TOTAL EXPANDED PROGRAM COST (TERM OF CONTRACT)		\$ 438,632	\$ 291,791	\$ 86,081	\$ 60,759
TOTAL CONTRACT (12-MONTHS) COSTS		\$ 438,632	\$ 291,791	\$ 86,081	\$ 60,759

ATTACHMENT B-2.1

Aldea, Inc
Contract # C0101338

Date: May 5, 2017

**PROBATION DEPARTMENT
IN-HOME AND/OR IN-CUSTODY JUVENILE TREATMENT AND COUNSELING SERVICES
PROGRAM BUDGET SHEET**

	FTE	Dates:	
		7/1/2017– 6/30/2018	TOTAL
PAYROLL			
Director of Behavioral Health	0.06	\$ 6,000	\$ 6,000
Program Director	0.25	\$ 22,850	\$ 22,850
Clinical Supervisor/Coordinator	0.40	28,700	28,700
Therapist	3.25	158,620	158,620
CQI/Data Analytics	0.17	9,280	9,280
Clerical Support	0.40	15,450	15,450
TOTAL SALARIES	4.53	240,900	240,900
BENEFITS		72,993	72,993
TOTAL PAYROLL		313,893	313,893
OPERATIONS			
Facilities		36,250	36,250
Internet, Phones & IT		16,950	16,950
Office Expenses & Services		8,700	8,700
Reproduction/Copying		500	500
Mileage		1,250	1,250
Training/Conferences		4,000	4,000
Program Expenses & Materials		6,500	6,500
TOTAL OPERATIONS		74,150	74,150
Allocable administrative costs		50,589	50,589
TOTAL PROGRAM COST		\$ 438,632	\$ 438,632

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and
LEADERS IN COMMUNITY ALTERNATIVES, INC.**

This Second Amendment is made on July 1, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Leaders in Community Alternatives, Inc. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated October 1, 2013, in which Contractor agreed to provide County with day to day operational services for the Vallejo and Fairfield Day Reporting Centers.
- B. On July 1, 2016 the parties amended the Contract ("First Amendment") to extend the term and increase the compensation.
- C. The County now needs to extend the Contract to allow for continued services through June 30, 2018 and increase compensation.
- D. This Second Amendment represents a twelve-month extension of the Contract and an increase of \$670,704.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: October 1, 2013 through June 30, 2018

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$2,937,388.

C. Payment Provisions

- 1) Section 1 A of Exhibit B is deleted in its entirety and replaced with:

A. Upon submission of an invoice by Contractor, and upon approval by County, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2.2 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month. A sample invoice is attached as Attachment B-1.

Total compensation shall be based on actual costs, not to exceed \$2,937,388.

- 2) Section 1 D of Exhibit B is deleted in its entirety and replaced with:

D. Expense data submitted by Contractor under this Contract is attached as Attachment B-2.2 and incorporated by this reference and made a part of this Agreement.


3. Effectiveness of Contract

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

LEADERS IN COMMUNITY ALTERNATIVES, INC.

By: 

By: 
Kent Borowick
COO/CFO

APPROVED AS TO FORM

By: 
County Counsel

**BUDGET
2017-2018
VALLEJO**

Attachment B-2.2

			REVISED BUDGET
Description		Jul '17 - Jun '18	Jul '17 - Jun '18 (12 Months)
Program Director	50%	\$ 72,000	\$ 36,000
Lead Case Manager		\$ 22.00	\$ 45,760
Case Manager		\$ 19.25	\$ 40,040
Case Manager		\$ 18.50	\$ 38,480
Fringe Benefits	28%		\$ 44,878
Total Personnel Costs			\$ 205,158
Direct Service Costs			
Office Supplies/Postage/Business Cards			\$ 2,500
Office Equipment/Maintenance			\$ 4,500
Client Supportive Services (Educational Material/Activities)			\$ 4,200
Client Food			\$ 14,415
Auto Lease/Maintenance/DMV			\$ 16,896
Gas (Transport Clients)			\$ 4,500
Travel/Mileage			\$ 1,400
Subscriptions/Membership Fees			\$ 150
Communications			\$ 3,000
Training and Education (Staff)			\$ 3,500
Lease/Rent			\$ 23,820
Building Repairs/Janitorial			\$ 2,220
Utilities			\$ 2,100
Insurance (Auto, Property & General Liability)			\$ 12,500
Direct Services Costs			\$ 95,701
IndirectService Costs.			
Legal/Accounting			\$ -
Taxes and Licenses			\$ 500
Administrative Overhead (% of Personnel & Direct)		12.0%	\$ 36,103
TOTAL COSTS			\$ 337,463

**BUDGET
2017-2018
FAIRFIELD**

Attachment B-2.2

			REVISED BUDGET	
Description			Jul '17 - Jun '18	Jul '17 - Jun '18 (12 Months)
Program Director	50%	\$ 72,000	\$ 36,000	
Lead Case Manager		\$ 22.50	\$ 46,800	
Case Manager		\$ 19.25	\$ 40,040	
Case Manager		\$ 18.50	\$ 38,480	
Fringe Benefits	28%		\$ 45,170	
Total Personnel Costs			\$ 206,490	
Direct Service Costs				
Office Supplies/Postage/Business Cards			\$ 2,500	
Office Equipment/Maintenance			\$ 4,500	
Client Supportive Services (Educational Material/Activities)			\$ 4,200	
Client Food			\$ 16,151	
Auto Lease/Maintenance/DMV			\$ 16,900	
Gas (Transport Clients)			\$ 5,000	
Travel/Mileage			\$ 700	
Subscriptions/Membership Fees			\$ 150	
Communications			\$ 3,500	
Training and Education (Staff)			\$ 3,500	
Lease/Rent			\$ 18,000	
Building Repairs/Janitorial			\$ 3,000	
Utilities			\$ -	
Insurance (Auto, Property & General Liability)			\$ 12,500	
Direct Services Costs			\$ 90,601	
IndirectService Costs.				
Legal/Accounting			\$ -	
Taxes and Licenses			\$ 500	
Administrative Overhead (% of Personnel & Direct)			12%	\$ 35,651
TOTAL COSTS			\$ 333,241	
			\$ -	

**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
LEADERS IN COMMUNITY ALTERNATIVES, INC.**

This Fourth Amendment is made on July 1, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Leaders in Community Alternatives, Inc. ("Contractor").

1. Recitals

A. The parties entered into a contract dated November 1, 2014 (the "Contract"), in which Contractor agreed to establish and operate the County's In-Custody and Community Based Employment and Vocational Services Training Program. This program addresses the multiple service needs of Probation clients using assessments and interventions designed to mitigate the clients' criminogenic needs and risk factors associated with criminal thinking and behavior.

B. On July 1, 2015, the parties amended the Contract (First Amendment) to extend the term, amend the Scope of Work and increase compensation.

C. On April 1, 2016, the parties amended the Contract (Second Amendment) to amend the Scope of Work.

D. On July 1, 2016, the parties amended the Contract (Third Amendment) to extend contract and increase compensation.

E. The County now needs to extend the Contract to allow for continued services through June 30, 2018 and increase compensation.

F. This Fourth Amendment represents a twelve-month extension of the Contract and an increase of \$640,000 in total compensation.

G. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: November 1, 2014 through June 30, 2018

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$2,845,000.

C. Payment Provisions

1) The first sentence in Section 1 of Exhibit B is amended as follows:
Maximum contract amount shall be based on actual costs, not to exceed \$2,845,000.

2) Section 2-A of Exhibit B is deleted in its entirety and amended as follows:
A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2.3 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. A sample invoice for claims is included in Attachment B-1.

3. Effectiveness of Contract

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

LEADERS IN COMMUNITY ALTERNATIVES, INC.

By: Birgitta E. Corsello
Birgitta E. Corsello, County Administrator

By: Kent Borowick
Kent Borowick, COO/CFO

APPROVED AS TO FORM

By: Ann i Bunting
County Counsel

**EMPLOYMENT SPECIALIST CONTRACT
SOLANO COUNTY - TOTAL**

Exhibit B-2.3

Budget Summary

			REVISED BUDGET
Detailed Budget		Annual	Jul '17 - Jun '18 (12 Months)
Salaries			
Program Director / Lead Employment Specialist	100%	\$ 68,000	\$ 68,000
Employment Specialist - In-Custody		\$ 25.50	\$ 53,040
Employment Specialist - Fairfield		\$ 24.00	\$ 49,920
Employment Specialist - Vallejo		\$ 25.00	\$ 52,000
Administrative Assistant	100%	\$ 15.00	\$ 31,200
Fringe Benefits	30%		\$ 76,248
SUBTOTAL TOTAL PERSONNEL			\$ 330,408
Program Curriculum			\$ 2,050
Supplies			\$ 5,000
Client Incentives/Awards			\$ 6,250
Transportation Incentives (Bus Passes, Gas Cards)			\$ 6,500
Barrier Removal Services (ID cards, SSN cards, etc.)			\$ 4,500
Clothing Incentives			\$ 2,500
Vocational Training Related Purchases (Clothing, shoes, boots, tools, etc.)			\$ 5,380
Food Incentives			\$ 1,000
GED Prep/Other Classes			\$ 1,000
Database			\$ 2,340
Training and Education (Staff)			\$ 1,900
Travel/Mileage			\$ 5,000
Communications (cell phone)			\$ 1,000
Auto Lease/Maintenance/DMV			\$ -
Gas			\$ -
Insurance			\$ 8,694
Startup			\$ -
SUBTOTAL OPERATING EXPENSES			\$ 53,114
Subcontractors			
Michael's Transportation			\$ 97,500
Green Tech			\$ -
Subsidized Employment			\$ 60,000
Other Vocational			\$ 15,500
SUBTOTAL SUBCONTRACTORS			\$ 173,000
Subtotal:			\$ 556,522
Administrative Overhead	15%		\$ 83,478
Total			\$ 640,000

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN SOLANO COUNTY PROBATION DEPARTMENT
and SOLANO COUNTY OFFICE OF EDUCATION**

This Third Amendment is made on July 1, 2017, between Solano County Probation Department and Solano County Office of Education.

1. Recitals

A. The parties entered into a Contract on July 1, 2014 to operate and perform the administrative functions of the Transitional Education Services project and to provide the County with vocational training and/or job readiness services for minor boys placed in the Challenge Academy.

B. On July 1, 2015, the parties amended the Contract ("First Amendment") to extend the term and increase the compensation.

C. On July 1, 2016, the parties amended the Contract ("Second Amendment") to extend the term and increase the compensation.

D. The County now needs to amend the term and increase the compensation.

E. This Third Amendment represents a one-year extension and an increase of \$76,561.

F. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2014 through June 30, 2018

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$306,244.

C. Payment Provisions

This first sentence in Section 1 of Exhibit B is amended as follows:

Maximum compensation for activities performed by the Office of Education shall not exceed \$306,244.

3. Effectiveness of Contract

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

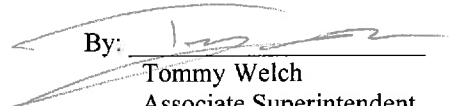
SOLANO COUNTY PROBATION
DEPARTMENT

By: 

APPROVED AS TO FORM

By: 
County Counsel

SOLANO COUNTY OFFICE OF EDUCATION

By: 
Tommy Welch
Associate Superintendent
Administrative Services & Operations



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Consultant named below:

ALTERNATIVE RESTORATIVE COMMUNITIES, LLC
CONSULTANT'S NAME

2. The Term of this Contract is: July 1, 2017- June 30, 2018

3. The maximum amount of this Contract is: \$100,000


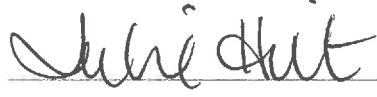

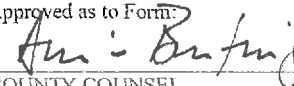
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2017.

<u>CONSULTANT</u>	<u>COUNTY OF SOLANO</u>
<u>ALTERNATIVE RESTORATIVE COMMUNITIES LLC</u> CONSULTANT'S NAME	<u></u> AUTHORIZED SIGNATURE
<u></u> SIGNATURE	<u>Birgitta E. Corsello, County Administrator</u> TITLE
<u>JULIE HILT CEO</u> PRINTED NAME AND TITLE	<u>475 Union Ave.</u> ADDRESS
<u>P.O. BOX 3316</u> ADDRESS	<u>Fairfield, CA 94533</u> CITY STATE ZIP CODE
<u>FAIRFIELD</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE	<u>Approved as to Content:</u> <u></u> DEPARTMENT HEAD OR DESIGNEE
	<u>Approved as to Form:</u> <u></u> COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. Contract Description

The purpose of this Contract is to facilitate restorative justice conferences as an alternative to the way society responds to wrongdoing and to establish a Juvenile Community Accountability Program.

II. Contract Definitions.

The following definitions apply for terms used in this Contract.

1. **Arbitrator:** Arbitrators are neutral community members trained to conduct arbitration hearings with youth offenders and their victims. The Arbitrator may impose certain sanctions that are tailored to fit the particular crime and follows up with the young person to ensure completion. In the event that the youth does not comply, the Arbitrator refers the matter back to Probation.
2. **Circle of Support and Accountability:** COSA's provide a way to welcome a young person back into the community after an absence due to incarceration. The goal is to support the re-entry into the community in a healthy, positive way and create a sense of belonging. The circle can be as big or as small as there are committed members willing to support the individual concerned. It is comprised of trusted family, friends, and community volunteers.
3. **Diversion:** Informal handling of a criminal citation designed to divert the minor's case from being referred to the Solano County District Attorney's office for formal filing of a petition with the Solano County Juvenile Court, while at the same time holding the minor accountable for their actions.
4. **Failure to Appear (FTA):** If a minor & parent/guardian fail to appear for a scheduled diversion hearing after two attempts, their case will be referred back to the Probation department Intake Unit for processing.
5. **Juvenile Community Accountability Program (JCAP):** A response to juvenile crime that allows for active participation by the victim, community and offender in the justice process. It is a value based framework that recognizes justice is best achieved by building, or rebuilding relationships between victims, the community and juvenile offenders. The primary goals of JCAP are: Accountability, Competency Development, Repair Harm to Victim/Community, Public Safety & Reduction in Recidivism.
6. **Referral:** A case that has been referred to the Contractor for JCAP services, Restorative Justice or a Community Support Circle. The referral will include vital information necessary for the Contractor to carry out its contracted functions. Referrals for Restorative Justice Conferences may be made for any crime that involves clearly identifiable victims and offenders.
7. **Restorative Justice Conference:** A restorative conference is a facilitated meeting between victims, offenders, and community members. It is a non-adversarial, community-based process that responds to crime by holding offenders accountable for their actions and repairs the harm caused to their victims and the community. It allows for active participation of all parties involved.
8. **Restitution:** A monetary amount representing the loss incurred by the victim as a direct result of the offense committed by the minor. The Arbitrator shall determine a reasonable amount of restitution as needed, based on a review of the offense, consultation with the victim and a review of their documented losses, as well as consultation with the minor and parent/guardian. The

agreed upon restitution amount will be documented as a condition of the diversion contract and the minor will be expected to pay the amount in full prior to the expiration of the contract.

9. Successful completion of diversion contract: Completion of all or majority of terms (most impactful) of contract. Arbitrator will take into account the minor's/family circumstances/capacity, efforts made, barriers and victim's input when considering successful completion when not all terms have been completed.
10. Support and Accountability Circle: Restorative justice group that occurs weekly with the youth at the Challenge Academy. Adjunct to the counseling and cognitive behavioral treatment/curriculum that occurs within the program. Emphasis is on the cause of offending but also includes: Self as Victim, Cycle of Offense, Forgiveness, Crime Impact, Victim Empathy, Grief, Loss, Conflict Resolution, etc.
11. Unsuccessful termination of diversion contract: Reasons for unsuccessful termination include non-compliance, youth re-offends, or where there is an outstanding restitution balance (victim unwilling to compromise on waiving unpaid balance)

III. Scope of Services

A. Contractor Responsibilities

i. Juvenile Community Accountability Program (JCAP)

Contractor agrees to perform the following:

1. Upon receipt of referral from Probation, facilitate meeting with minor/parent for participation in program.
2. Coordinate/provide training to program volunteers that serve as arbitrators as a part of the program.
3. Contact and coordinate payment of restitution to victims.
4. Develop/Administer interventions for program participants, to include developing contract and determining length of program.
5. Complete monthly progress report based on an agreed upon format which outline services provided to program participants.
6. Maintain records in a secure area and return all records to Probation upon completion of the program.
7. Provide for and/or arrange for the necessary meeting locations.

ii. Restorative Justice Component

Contractor agrees to perform the following:

1. Organize and facilitate a minimum of four (4) Restorative Justice Conferences for identified juvenile and adult clients in the Probation Department.
2. Facilitate weekly COSA for youth in the Challenge Academy (JDF) and provide a schedule to JDF staff outlining discussion topics.
3. Provide feedback to staff on the outcomes of the Restorative Justice Conferences and the Support and Accountability Circles.

4. Organize and facilitate a minimum of six (6) Community Support Circles for youth exiting Challenge or New Foundations.
5. Provide follow up contact with participants as necessary.

B. County (Solano County Probation Department) Responsibilities

County agrees to provide the following:

1. Assign a Probation Services Manager or Supervisor to serve as a liaison between the contractor and the county.
2. Provide referrals for Restorative Justice Conferences.
3. Provide participants for Restorative Justice Conferences, Support and Accountability Circles, and Community Support Circles.
4. Provide referrals for JCAP participants to include contact information and a summary of the minor's offense.
5. Allow contractor access to relevant information needed to perform duties.
6. Purge program files for JCAP participants per Department policy.
7. Complete live scan process for potential arbitrators/volunteers.
8. Provide meeting space and equipment (paper, flip charts, etc.) in order for contractor to perform duties in relation to Restorative Justice component.

C. Mutual Responsibilities

Both parties agree to:

1. Communicate as necessary regarding all aspects of scope of work.

IV. Deliverables

Contractor (Alternative Restorative Communities) shall report to Probation on a monthly basis, the following deliverables/outcomes:

Juvenile Community Accountability Program (JCAP)

1. Number of referrals received from Probation
2. Number of diversion hearings conducted (would like analysis/breakdown of hearings per city)
3. Number of diversion contracts signed & level (Level 1, 2 or 3)
4. Number of no response cases
5. Number of Failure to Appear (FTA) for diversion hearings (two attempts)
6. Number of cases in which a minor and/or parent/guardian refuses to sign diversion contract
7. Number of successful completions(need to define what successful termination is)
8. Number of unsuccessful terminations (need to define what unsuccessful termination is)

Restorative Justice Component

1. Number of Restorative Justice conference and/or Community Support circle referrals received from Probation
2. Number of Restorative Justice conferences conducted (Sort by Adult, Juvenile, JDF and by City of residence)
3. Number of Community Support Circles conducted (Challenge Academy & New Foundations youth, sort by City of residence)
4. Number of Support & Accountability circles conducted at Challenge Academy & number of participants per circle
5. Disposition of each Restorative Justice conference & Community Support Circle completed

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

County shall compensate Consultant for the scope of work and tasks set forth in Exhibit A in an amount not to exceed \$100,000.

2. METHOD OF PAYMENT

Upon submission of an invoice by Consultant, and upon approval of County's representative, County shall, within thirty days of receipt, pay Consultant in twelve equal installments of \$8,333.33. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

3. CLOSING OUT

County will pay Consultant's final claim for payment providing Consultant has paid all financial obligations undertaken pursuant to this Contract. If Consultant has failed to pay all obligations outstanding, County will withhold from Consultant's final claim for payment the amount of such outstanding financial obligations owed by Consultant. Consultant is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

4. TIME

Time is of the essence in all terms and conditions of this Contract.

5. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

6. TERMINATION

A. This Contract may be terminated by County or Consultant, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Consultant's malfeasance.

C. Following termination, County will reimburse Consultant for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Consultant is in default of the Contract.

7. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

8. WARRANTY

A. County relies upon Consultant's professional ability and training as a material inducement to enter into this Contract. Consultant warrants that Consultant will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Consultant's work shall not constitute a waiver or release of Consultant from professional responsibility.

B. Consultant further warrants that Consultant possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

9. INSURANCE

A. Without limiting Consultant's obligation to indemnify County, Consultant must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Consultant, Consultant's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Consultant must maintain limits no less than:

- | | | |
|---|---|--|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Consultant maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Consultant.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Consultant must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant; and with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Consultant's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Consultant's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Consultant's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Consultant, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Consultant must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. BEST EFFORTS

Consultant warrants that Consultant will at all time faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

11. DEFAULT

A. If Consultant defaults in Consultant's performance, County shall promptly notify Consultant in writing. If Consultant fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Consultant fails to commence to cure the default within 30 days after notification, then Consultant's failure shall terminate this Contract.

B. If Consultant fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Consultant to County.

C. If County serves Consultant with a notice of default and Consultant fails to cure the default, Consultant waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Consultant's default, County shall be entitled to recover from Consultant all damages allowed by law.

12. INDEMNIFICATION

A. Consultant will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Consultant's operations or from any persons directly or indirectly employed by, or acting as agent for, Consultant, excepting the sole negligence or willful misconduct of the County of

Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Consultant's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Consultant from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Consultant's operations regardless if any insurance is applicable or not.

13. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Consultant shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Consultant shall indemnify and hold County harmless from any liability which County may incur because of Consultant's failure to pay such obligations.

E. As an independent contractor, Consultant is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Consultant to change Consultant's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Consultant may provide services to others during the same period Consultant provides service to County under this Contract.

G. Any third persons employed by Consultant shall be under Consultant's exclusive direction, supervision and control. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Consultant shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

14. RESPONSIBILITIES OF CONSULTANT

A. The parties understand and agree that Consultant possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Consultant pledges to perform the work skillfully and professionally. County's acceptance of Consultant's work does not constitute a release of Consultant from professional responsibility.

B. Consultant verifies that Consultant has reviewed the scope of work to be performed under this Contract and agrees that in Consultant's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Consultant shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial

transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

15. COMPLIANCE WITH LAW

A. Consultant shall comply with all federal, state and local laws and regulations applicable to Consultant's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Consultant warrants that all Consultant claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

16. CONFIDENTIALITY

A. Consultant shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Consultant shall not use client specific information for any purpose other than carrying out Consultant's obligations under this Contract.

C. Consultant shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Consultant shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

17. CONFLICT OF INTEREST

A. Consultant warrants that Consultant and/or Consultant's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Consultant shall employ or retain no such person while rendering services under this Contract. Services rendered by Consultant's associates or employees shall not relieve Consultant from personal responsibility under this clause.

B. Consultant has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. DRUG FREE WORKPLACE

Consultant warrants that Consultant is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. HEALTH AND SAFETY STANDARDS

Consultant shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Consultant

must receive all health and safety information and training.

20. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Consultant warrants that Consultant is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

21. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Consultant's performance, place of business and/or records pertaining to this Contract.

22. NONDISCRIMINATION

A. In rendering services under this Contract, Consultant shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

23. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Consultant shall not subcontract any work under this Contract except for those subcontractors specifically named in Consultant's proposal nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Consultant shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Consultant of any monies due shall not constitute an assignment of the Contract.

24. UNFORESEEN CIRCUMSTANCES

Consultant is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Consultant's reasonable control, provided Consultant gives written notice to County of the cause of the delay within 10 days of the start of the delay.

25. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Consultant prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

26. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

27. NONRENEWAL

Consultant acknowledges that there is no guarantee that County will renew Consultant's services under a new contract following expiration or termination of this Contract. Consultant waives all rights to notice of non-renewal of Consultant's services.

28. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Consultant, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Consultant shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

29. CHANGES AND AMENDMENTS

A. County may request changes in Consultant's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Consultant's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

30. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Consultant warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection

of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

32. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

33. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

34. FAITH BASED ORGANIZATIONS

A. Consultant agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Consultant agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Consultant agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

35. PRICING

Should Consultant, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

36. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Consultant and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Consultant, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by


RENEWAL AND EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Solano County, California

This Renewal and Extension Agreement is entered into by and between Solano County, California (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.


WITNESSETH

WHEREAS, JBI is assisting the County to obtain reimbursements through Federal Financial Participation (hereinafter "FFP"); and

 **WHEREAS**, the parties desire to renew and extend the Agreement for Professional Services dated July 1st, 2014 (the "Agreement"), so JBI will continue to provide professional assistance to County exploring opportunities for FFP, reviewing prospects for expansion of existing FFP, and securing FFP for the County;

NOW, THEREFORE, the County and JBI agree as follows.

RENEWAL AND EXTENSION

1. The Agreement, including all its terms, conditions and provisions, is incorporated herein fully by reference as if copied verbatim into this paragraph.
2. The Agreement is hereby renewed and extended for an additional period of one year. The term of this contract is now amended as: July 1, 2014 – June 30th, 2018. 

MISCELLANEOUS

To the extent that the terms of this Renewal and Extension Agreement are in conflict with the original terms of the Agreement, the terms of the original Agreement shall control except in case of dispute as to the length of the term of the Agreement in which instance these agreements shall be interpreted to renew, extend and continue the professional services contract between the undersigned parties for the longer period of time.

The undersigned parties have executed this Renewal and Extension Agreement as of the date written below.

EXECUTED THIS 1st DAY OF JULY, 2017

AGREED:

Solano County, California

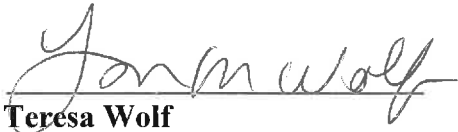


Christopher Hansen
Chief Probation Officer

Address: 475 Union Ave. _____
Fairfield, CA 94533 _____

ACCEPTED BY:

JB, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: 
Teresa Wolf

Executive Vice President
1711 E. Beltline Road
Coppell, Texas 75019

APPROVED:


AUTHORIZED SIGNATURE

BIRGITTA E. CORSELLO
COUNTY ADMINISTRATOR

Approved as to Form:


COUNTY COUNSEL

other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Consultant.

37. DISBARMENT OR SUSPENSION OF CONSULTANT

A. Consultant warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Consultant being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Consultant must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Consultant agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Consultant's payment.

38. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

39. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Consultant shall solicit proposals for qualified local residents where possible.

40. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Consultant other than those contained.

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and DAVID W. ROUSH, Ph.D.**

This Third Amendment is made on July 1, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and David W. Roush, Ph.D. ("Contractor").

1. Recitals

A. The parties entered into a contract dated January 15, 2016, in which Contractor agreed to conduct a three-day on-site assessment of the Solano County Juvenile Detention Facility.

B. On April 1, 2016, the parties amended the Contract (First Amendment) to amend the Scope of Work, extend the term and increase compensation.

C. On July 1, 2016, the parties amended the Contract (Second Amendment) to amend the Scope of Work, extend the term and increase compensation.

D. The County now needs to extend the term and increase compensation.

E. This Third Amendment represents a twelve-month extension of the Contract and an increase of \$35,000.00.

F. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: January 15, 2016 through June 30, 2018

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$85,499

D. Payment Provisions

Section 1 of Exhibit B is amended as follows:

Maximum compensation for services shall not exceed \$85,499. Compensation shall include payment for services rendered in accordance with Exhibit A, payable in arrears for fees incurred, plus reasonable travel expenses (e.g., airfare, lodging, car rental, and food). The following rate shall be in effect:

Contractor's Fee is \$100 per hour.

The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

3. Effectiveness of Contract

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract remain in full force and effect.


COUNTY OF SOLANO, a Political
Subdivision of the State of California

DAVID ROUSH, Ph.D.
Contractor

By: 

By: 

APPROVED AS TO FORM

By: 
County Counsel

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Journal Technologies**”), and Solano County on behalf of its Probation Department (hereinafter “**Client**”), is made as of the date executed by both Journal Technologies and Client (the “**Effective Date**”).

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

1. DEFINITIONS

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

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

1.3 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

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

1.5 **Statement of Work** means (a) the initial statement of work attached hereto as Exhibit B and (b) any other statement of work, prepared and executed pursuant to the provisions of Section 2 (“Services”) of this Agreement.

2. SERVICES

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

2.2 Project Requests. If Client requests additional Services beyond those set forth in Exhibit B, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Completion of Statements of Work.

2.3.1 Final Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a final Statement of Work.

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

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

2.5 Journal Technologies' Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.6 Status Reporting. Journal Technologies will provide reasonable status reports to Client upon request.

2.7 Status Meetings. If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.8 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

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

an applicable license agreement, on a perpetual, royalty-free basis following the payment of all applicable Service Fees).

3. WARRANTIES

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

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

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

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

5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR

REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6. CONFIDENTIALITY

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

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

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or

Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without

limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 (“Confidentiality”) shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:

Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
355 South Grand Avenue, 36th Floor
Los Angeles, CA 90071
Attention: Michael O’Sullivan

To Client: Solano County
475 Union Ave.
Fairfield, CA 94533
Attention: County Administrator

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may

assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows:

9.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

9.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

9.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted a location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.8 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

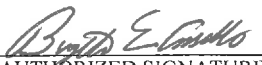
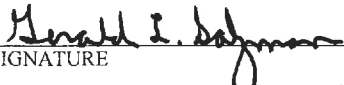
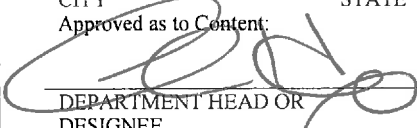
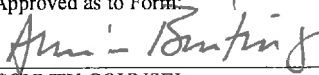
CONTRACTOR	COUNTY OF SOLANO
JOURNAL TECHNOLOGIES, INC.	 6/29/17
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED
 5/31/17	COUNTY ADMINISTRATOR
SIGNATURE DATED	TITLE
Gerald L. Salzman	475 UNION AVENUE
PRINTED NAME	ADDRESS
President	FAIRFIELD CA 94533
TITLE	CITY STATE ZIP CODE
915 East First Street	Approved as to Content:
ADDRESS	
Los Angeles CA 90012	DEPARTMENT HEAD OR DESIGNEE
CITY STATE ZIP CODE	Approved as to Form:
	
	COUNTY COUNSEL

EXHIBIT A

PRICING PROPOSAL

Maximum compensation for professional services, including the conversion, interfaces and expenses shall not exceed \$75,000.

Notes

Since governments normally have limited capital budgets, we typically lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows your agency to plan for growth in a cost conscious way and provides reinforcement and incentive for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, you pay an annual fee based on the number of users, all accessing the software on the same central system. These costs include support, maintenance and upgrades. The continuing licenses are subject to the payment of the annual fees. This approach also spreads costs over the life of the project. *Because we lease eProbation, it is under continuous warranty.*

The annual license and maintenance fees and the professional service fees to date are due just before the rollout. There are no upfront, one-time license fees or implementation progress payments. Because eProbation is configurable, there should be no customization required, except for interfaces.

We will include eProbation licenses for 250 agency users and additional user licenses (10% of agency users) for unlimited use of eProbation Public Portal by the public, including lawyers, and (20% of those users) for unlimited use by other governmental agencies, for a total of 325 user licenses. If the number of users increases (or decreases), there will be additional annual eProbation fees pursuant to the following schedule:

Pricing Table for System User Licenses for Centralized System

<u>USER GROUPS*</u>	Users	<u>Annual License and Maintenance Fees</u>		<u>Annual Hosting Fees</u>	
		<u>Per User</u>	<u>For Group</u>	<u>Per User</u>	<u>For Group</u>
1-50	50	\$ 1,000	\$ 50,000	\$ 500	\$ 25,000
51-100	50	800	40,000	350	17,500
101-200	100	700	70,000	300	30,000
201-500	300	500	150,000	250	75,000

The actual number of users will determine the final pricing. The Annual License and Maintenance Fee is governed by a five-year agreement with an annual increase based on the CPI.

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure eProbation when your business processes change; we have an unlimited budget for implementation training; we will train until you want no more.

There must be significant involvement from your IT personnel during the installation of the hardware and system software and the conversions and JCPSS, SRF and SmartJustice interfaces. Since your IT department is familiar with the existing interfaces and will become familiar with eProbation's API, you will be able to assist with the interfaces and maintain those interfaces. (See Hardware and System Software for the specifications.) In addition, your staff will be responsible for the tasks listed in the Project Work Plan; we welcome your input.

We have provided the hardware and system software specifications. Government agencies can purchase/lease equipment, especially the recommended standard hardware, at significant discounts. Consequently, you should use your costs of any additional equipment and system software you need in the planning process. We do not provide hardware and its maintenance and support.

There are no software escrow fees; see Software Escrow Agreement.

The annual license and maintenance fees include licenses, updates, upgrades and routine support as described in the Software License, Maintenance and Support Agreement. Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate. However, because eProbation is configurable, the IT department and power users will be able to make most changes.

EXHIBIT B

STATEMENT OF WORK

SECTION 1 INTRODUCTION

This Statement of Work (SOW) sets forth the framework to implement the eProbation and eProbation Public system (hereinafter referred to as “System”) for Solano County Probation (herein referred to as “Client”), by Journal Technologies, Inc. (hereinafter referred to as “JTI”), as prime contractor, and by Client.

This SOW describes the scope of the project, its phases, certain resource requirements and assignment of responsibilities, as well as required deliverables by JTI and the Client.

SECTION 2 PROJECT SCOPE AND DEFINITION

2.1 Project Scope

Software

The System consists of the eProbation and eProbation Public software. Functionality to be delivered is included in the CMS Requirements List spreadsheet attached as Appendix A. Items marked as “Need at ‘Go-live’” are considered in scope for the project.

Solution Network

The System will be hosted by Client.

2.2 Project Phases

The project phases will follow JTI’s methodology for implementing the System:

- Case Structure
- Data Conversion / Interfaces
- Document Templates
- Processes
- Searches and Reports
- eProbation Public Portal

2.3 Case Structure

We will focus on case structure first. The purpose is to ensure that the Client can capture all of the case data it requires in the system. We ignore Client processes at this

point on purpose: we will not be discussing probation processes, referral processes, drug screening processes, etc. Our whole focus is: do we have a place for every piece of data the Client requires, and if we don't then we either make a place or justify why we should not. When this phase is complete, the Client will have successfully entered a sufficient number of case files representing each case type, including from initiation to disposition, to ensure that all data is being tracked. To avoid confusion, it is critical at this stage for the Client to verify that the system provides a place for and a way to enter and update every piece of data.

1) Directory

- JTI will train the Client on directory management
- JTI will provide directory load spreadsheet (for commissioners, staff, rooms, officers, etc.)
- Client will complete spreadsheet
- JTI will load the directory with the Client's directory values
- Client will thereafter maintain its System directory

2) Case Initiation, Insert Screens, Update Screens

- JTI will provide the Client with an overview of the starting point configuration
- Client will pull files and enter cases into the configuration. Client will thus review the configuration and provide JTI with any necessary changes for each of the Case Initiation, Insert Forms and Update Forms. Client will enter requested changes into JTI's web-based Jira system.
- JTI will update the configuration (this includes discussions with the Client to justify changes)
- Client will test and either approve or request updates; repeat until complete.

3) Lookup Lists

- JTI will train Client on lookup lists values in the starting point configuration, and will provide a mapping spreadsheet for the Client to map its existing values to the starting point configuration values, and add values that it wants to add to the configuration.
- Client will provide its lookup list values for each case type (this includes discussions with JTI)
- JTI will load/update the lookup list values into the System configuration

4) Document Codes

- JTI will train Client on Document Definition values, and will provide a mapping spreadsheet for the Client to map its existing values to the starting point configuration values, and add values that it wants to add to the configuration.
- Client will provide its document values for each case type
- JTI will load/update the document values into the System configuration

5) Case Screens (i.e.: Folder Views)

- Client will enter complete case files into eProbation
- Client will analyze the cases and determine if the right data is

- appearing in the case screens, and make note of potential changes
- Client/Project Team and JTI will discuss any potential changes and determine whether changes should be made
- Client will report in the Jira system any approved updates to the folder views
- JTI will make changes
- Client will test and either approve or request updates; repeat until complete.

2.4 Data Conversion

With the case structure phase complete we have a solid eProbation target to which to map and convert data. The eProbation Data Conversion Plan will be utilized to complete the following high-level tasks.

There will be a Data conversion from Client's existing databases to load current data into eProbation.

- 1) Database List
 - CUBS, jbase
 - CASE, Oracle
- 2) Data Mapping
 - JTI will map the data
 - JTI will map the documents
- 3) Data Conversion Development
 - JTI will train Client/Project Team on conversion tool
 - Client/Project Team will develop data conversion logic with JTI support
- 4) Data Conversion Test
 - Client will test the converted case data in eProbation, including comparing with the source database

2.5 Interfaces

These interfaces will be installed and tested:

- 1) JustWare Prosecutor (or eProsecutor when they convert)
- 2) eDefender Public Defender
- 3) Law Enforcement
- 4) ARIES (Id 95)
- 5) ATIMS (Id 96)
- 6) CE Assessments, CE Planning, CE Programs and CE Provider (Id 97)
- 7) DCSS (Id 98)
- 8) DOJ JCPSS (Id 99)
- 9) DOJ SRF (Id 100)
- 10) Level II MAGUS (Id 101)
- 11) OffenderLink (Id 102)
- 12) NorChem (ID 109)

These interfaces are not listed for “go-live” but may be considered for a later date:

- 13) CA CWS NS (Id 104)
- 14) Court (Id 105)

Interfaces will follow this process:

- Client will provide third party systems' file layout and specifications (triggers, frequency, delivery method, security protocols, etc.)
- Client shall procure any necessary licenses that are required from third parties to meet interface requirements
- The Client will ensure that eProbation has network rights to the appropriate system environments
- Client shall manage all communications and coordinate all activities with the owners of the foreign systems
- Client will provide access to third party systems test instances, and establish network access as needed between eProbation and third party systems
- JTI will create requirements, including data mapping between third party system and eProbation, and incorporate specifications
- Client will review and approve requirements
- JTI will create and sign a Statement of Work for the interface
- The interface will be built (by JTI or third party) per requirements
- Client will stage test cases in System configuration, as appropriate, and coordinate with third party systems for testing
- JTI and Client will test interfaces

2.6 Document Templates

- 1) Client will review its document templates (forms) that are currently used, and determine which can likely be merged or are unused.
- 2) Client will provide list of document templates, including samples
- 3) JTI will train Client in document templates configuration
- 4) JTI and Client will compare inventory of documents with those already configured
- 5) Client will configure documents

2.7 eProbation Document Management

JTI will train Client, and Client will configure the following:

- 1) Document storage, retrieval and date/time stamping
 - Configure file storage on the test and production servers
 - Configure the date/time stamping rule to apply date/time stamp on each page of a filed document
- 2) Scanning
 - Install Scan Now on desktops that have attached scanners
 - Configure the workflow that will run the Scan Later batch scanning

- process against a network folder
- 3) Signatures
 - Obtain jpg copies of users' signatures
 - Attach the jpg to the users' directory entries
 - Configure the live signature feature
 - Configure notary stamp workflow
 - 4) Email Attachments
 - Configure the email widget to attach and send documents via email
 - Configure the email widget that will attach emails to cases

2.8 Workflow Processes

- 1) Client will provide as-is processes, and any to-be processes it may already have prepared, to JTI
- 2) JTI and Client will identify changes (the gap between baseline and Client's processes), and will determine if additional processes will be required; JTI will document the changes
- 3) JTI will determine time to make changes, and set expectations with Client around impact to schedule
- 4) JTI and Client will review the probation supervision process: intake, conditions, assessments, case plan, scheduling, etc.
- 5) JTI will document configuration requirements with Client's assistance
- 6) Client will approve workflow requirements, and JTI will configure
- 7) Client will test workflow processes

2.9 Searches and Reports

- 1) JTI will review existing searches and reports with Client
- 2) Client will determine additional searches and reports it needs, plus detailed requirements
- 3) JTI will configure the additional searches and reports

2.10 eProbationPublic Portal

- 1) JTI will demonstrate the functionality to the Client's personnel for evaluation. Client will provide JTI a set of written use cases that the Portal should support. JTI will provide Client a use case template (MS Word) along with sample use cases. The format of the use case templates streamlines the configuration and testing of the functionality.
- 2) JTI will then implement the necessary Portal configurations to support the use cases. This will include:
 - Mapping - Configure the communication settings between the Portal and eProbation.
 - Users/Roles - Setup Portal roles and entering Client users into the system.
 - Navigation - Configure the site navigation according to user's role.
 - Custom Theme - Apply a custom Client theme to the Portal.
 - Performance - Calibrate cache and bandwidth optimization settings.
 - Logging - Configure the proper auditing and logging settings.

- SMTP - Configure up the SMTP and email settings.
 - Security - Configure the various permissions and role-based case access rules.
 - Documents - Setup shared file storage location where case documents are pulled from System (with proper permissions).
 - Case Summaries - Configure the case headers and folder view information to be displayed for users with the appropriate case access permissions.
 - Searches - Configure the various case, party and calendar searches.
 - Content – Client will provide JTI with appropriate, multilingual copy for sections such as FAQ, privacy statements, terms of service, etc. JTI will implement this content across the appropriate sections of the Portal. Multilingual support will be configured by JTI.
- 3) Once JTI completes the initial configuration, Client will begin acceptance testing against the functionality defined in the uses cases. Issues will be reported to JTI and the appropriate configuration changes will be made.
 - 4) JTI will work with Client will ensure the appropriate level of ADA compliance for the Portal.
 - 5) Client will conduct load and performance testing on the Portal servers. JTI will provide assistance as requested by the Client's technical personnel.

2.11 User Acceptance Testing

- 1) Client and JTI will develop a testing plan and schedule to complete all tasks necessary to test the system
- 2) Client will execute the test plan

2.12 Cutover Plan, Implementation Training and Deployment

- 1) Client will set up its Help Desk to include technical personnel and super users.
- 2) Client will determine the deployment schedule for each case type or groups of case types.
- 3) Client will create a deployment plan with JTI assistance. For multiple deployments, the initial Pilot deployment plan will be modified to reflect lessons learned.
- 4) Prior to the go-live Client will indicate that the System configurations fulfill its requirements, and will pay the first year license invoice and services invoice.
- 5) Final conversion and deployment will bring the system live in the production environment.

Appendix A
CMS Requirements List
[To be attached.]