



ORIGINAL  
COPY  
AGREEMENT NO. 380-S1010

Contract Revision Date: 02/19/09

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**SOFTWARE LICENSE QUOTATION**  
**TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT**

This Agreement ("AGREEMENT") made by and between Principal Decision Systems International ("PDSI") that has its principal place of business at 50 Corporate Park, Irvine, CA 92606, and El Dorado County Sheriffs ("CUSTOMER"), that has its principal place of business at 300 FairLane, Placerville CA 95667, for the exclusive use of El Dorado County Sheriffs shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. Ownership and License of TELESTAFF

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

2. Copyright and Proprietary Protection.

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;
- (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;
- (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. Execution Date. The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. Term. This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the recommended TELESTAFF hardware specifications.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
	TELESTAFF Enterprise Software License for 140 SHERIFF Staff Members	\$ 19,600
	Sales Tax at 8.25% on TELESTAFF Software License	\$ 1,617
	TELESTAFF Implementation Services for 140 SHERIFF Staff Members	\$ 16,000
	One year of PDSI-hosted Web Access for 140 SHERIFF Staff Members	Included
	AUCTIONS Software License for 140 SHERIFF Staff Members	\$ 7,000
	Sales Tax at 8.25% on AUCTIONS Software License	\$ 577.50
	4 Port Telephony Hardware Qty: 1	\$ 1,000
	Sales Tax at 8.25% on 4 Port Telephony Hardware	\$ 82.50
	4 Port Telephony License (Dongle) Qty: 1	\$ 900
	Sales Tax at 8.25% on 4 Port Telephony License (Dongle)	\$ 74.25
	Sybase Concurrent Connections (1) Qty: 8	\$ 1,000
	Sales Tax at 8.25% on Sybase Concurrent Connections (1)	\$ 82.50
	10% MULTI AGENCY DISCOUNT	\$ -4,793.38
<b>Total Initial Acquisition Cost</b>		<b>\$ 43,140.38</b>

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 until 4/29/2010.
7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. CUSTOMER does hereby agree to the payment terms for each component.

<u>Initial</u>	<u>Component</u>	<u>Due</u>
	TELESTAFF Enterprise Software License and applicable Sales Tax for 140 SHERIFF Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	TELESTAFF Implementation Services for 140 SHERIFF Staff Members	Due Upon Completion of deployment configuration as described in appendix B
	AUCTIONS Software License and applicable Sales Tax for 140 SHERIFF Staff Members	Due Upon Completion of advanced configuration training as described in appendix B
	4 Port Telephony Hardware and applicable Sales Tax	Due upon Delivery of Telephony hardware
	4 Port Telephony License (Dongle) and applicable Sales Tax	Due upon delivery of dongle
	Sybase Concurrent Connections (1) and applicable Sales Tax	Due upon delivery of Sybase connections

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Appendix B will be at an additional cost.
10. **Telephony Service.** CUSTOMER acknowledges that the telephony capabilities included in TELESTAFF are designed to be compatible with POTS analog phone service from a local phones services provider, and that PDSI warrants the correct operation of the TELESTAFF telephony components only when connected to POTS analog phone lines. Should CUSTOMER attempt to connect TELESTAFF to PBX or other digital phone services, PDSI will not warrant correct telephony behavior nor will provide support for CUSTOMER's unique telephony solution.
11. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF for 140 SHERIFF Staff Members - 1st Anniversary of the Execution Date	\$ 3,528
	AUCTIONS for 140 SHERIFF Staff Members - 1st Anniversary of the Execution Date	\$ 1,260
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF as defined in Appendix C.

Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledges that Annual Service and Support will increase as specified in Section 13 beginning with the next renewal period.

12. **Web Access.** Access to TELESTAFF via the web is hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew web access:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	Web Access for 140 SHERIFF Staff Members - 1 month after 1st Anniversary of the Execution Date	\$ 2,646
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew web access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access from the Internet.

13. **Increases in License Capacity:** CUSTOMER may increase the capacity of its TELESTAFF license at a future date in increments of 50 staff members for an additional fee. CUSTOMER acknowledges that increasing its TELESTAFF license capacity will also cause an increase in Annual Service and Support, and Web Access services (PDSI-hosted Usage or Self-Hosted License and Annual Service and Support), if applicable. The following table shows the current pricing for all upgradeable components, however, pricing is subject to change without notice. Increases in TELESTAFF Annual Service and Support, PDSI-Hosted Web Access, and Self-hosted Web Access Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF License Upgrade	\$ 7,500 per 50 staff members
	TELESTAFF Annual Service and Support	22% of TELESTAFF License Upgrade PLUS current Annual Service and Support amount
	PDSI-hosted Web Access Usage Fee (if applicable)	15% of TELESTAFF License Upgrade PLUS current WEBSTAFF Usage amount
	Web Access Self-Hosted License Upgrade (if applicable)	\$ 3,000 per 50 staff members
	Web Access Self-Hosted Annual Service and Support (if applicable)	20% of Web Access Self-hosted License Upgrade
	Hourly rate for Additional Training as specified in Appendix B, ADDITIONAL TRAINING	\$ 200 per hour

14. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnification.** Each party to this Agreement shall hold harmless and indemnify the other, and its directors, officers, employees and agents, from/for any and all liability claims, losses, and/or damages suffered by the other party, arising from or directly related to this Agreement, which is/are attributable to the negligent or intentional misconduct of the other party.
17. **Termination.** This AGREEMENT shall terminate upon the following events:
- (a) **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- (a) By mutual consent between both parties;

18. **Miscellaneous Provisions.**

- (a) **Amendments.** This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (b) **Entire Agreement.** This AGREEMENT, including Appendices A, B, C, and D (Users Manual/Implementation Guide) attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) **Governing Law.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, and in the County of El Dorado.
- (d) **Taxes:** CUSTOMER agrees to pay any tax assessed on Product Components as specified in this agreement.
- (e) **Notices.** Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTENTION: PHIL DOLD, CONTRACT ADMINISTRATOR

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

PDSI - PRINCIPAL DECISION SYSTEMS INTERNATIONAL  
TELESTAFF  
50 Corporate Park  
Irvine, CA 92606

or to such other location as the Contractor directs.

- (f) **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (g) **Assignability.** This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (h) **Pricing.** Pricing provided for components in Section 5 apply only to PDSI products and services, and not for 3<sup>rd</sup> party products and services that integrate with or relate to TeleStaff (unless otherwise noted).

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI  
By: [Signature]  
Title: National Sales Manager  
Date: 3/19/2010

El Dorado County Sheriffs (CUSTOMER)  
[Signature]  
Title: Sheriff Fred Kollar Date: \_\_\_\_\_  
[Signature] Date: 3/16/10  
Contract Administrator, Phil Dold

--COUNTY OF EL DORADO--

By: [Signature] Dated: 4/27/10  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: [Signature] Date 4/27/10  
Deputy Clerk

## Appendix A – TeleStaff Hardware Specifications

### PDSI DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER

CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE TECHNICAL (HARDWARE/SOFTWARE/NETWORK) ENVIRONMENT IN WHICH TELESTAFF OPERATES. AS SUCH, CUSTOMER IS RESPONSIBLE FOR ALL ENVIRONMENTAL CONSIDERATIONS INCLUDING BUT NOT LIMITED TO OPERATING TELESTAFF IN VIRTUAL ENVIRONMENTS. CUSTOMER IS ALSO RESPONSIBLE FOR CONFIGURING FIREWALL AND SECURITY SETTINGS SO THAT TELESTAFF AND WEB ACCESS COMPONENTS ARE OPERATIONAL. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ANALOG TELEPHONE PORTS AND/OR ALTERNATIVE DIGITAL OR VOIP SYSTEMS. PDSI SPECIALISTS CAN PROVIDE TECHNICAL INFORMATION AND RECOMMENDATIONS BUT CAN NOT BE RESPONSIBLE FOR CUSTOMER'S UNIQUE TECHNOLOGY ENVIRONMENTS.

NOTE: The following recommended specs are for a single server running all TeleStaff components.

#### Server Specs:

- a. <500 Staff
  - i. Dual Core Xeon Processor(s)
  - ii. 2GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device
- b. <1000 Staff
  - i. Quad Core Xeon Processor(s)
  - ii. 4GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device
- c. <2000 Staff
  - i. Dual Quad Core Xeon Processor(s)
  - ii. 4GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device
- d. >2000 Staff
  - i. Dual Quad Core Xeon Processor(s)
  - ii. 8GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device

#### Operating System:

The following Operating Systems are currently supported for the Server:

- Windows Server 2000
- Windows Server 2003
- Windows Server 2003 Enterprise Edition

Please note: Currently only 32-bit Operating Systems are supported.

To utilize more than 3GB of RAM you must use the Enterprise version of Windows Server.

#### Telephony Components (Purchase from PDSI):

- 4- or 12-port port Dialogic Telephony system
    - D4PCIU4SW – PCI 2.2x compliant board (universal connector)
    - D4PCIU4SEW – PCI Express form factorBoth the D4PCIU4SW and D4PCIU4SEW are 4 port cards. They are half-length.
  - D120JCTLS – PCI 2.2x compliant board (universal connector)
  - D120JCTLSEW – PCI Express form factor
- Both the D120JCTLS and D120JCTLSEW are 6 port cards, which can support up to 12 lines. They are full-length.
- Telephony system dongles (4- or 12-port)

#### Sybase Licenses (Purchase from PDSI):

- Sybase Client database license (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

**Phone System:** Telephony features of TeleStaff are tested and compatible with the POTS analog telephone standard. PDSI does not support department phone systems that are not compliant with this standard.

**TeleStaff Performance:** TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. If the potential for any of these factors exists, PDSI recommends a dual-core processor server with at least 4 GB of RAM and recommends that the City consider component distribution as discussed below.

**OPTION: Application Distribution**

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers. Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. For departments with over 1000 users, PDSI recommends utilizing more than 1 server.

**Recommended Client Machine Specs:**

- Pentium IV Class 2.4 GHz CPU
- 1 GB RAM
- 40 GB Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Network Interface Card
- Windows 2000, Vista, or XP

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

## Appendix B – TELESTAFF Implementation Services Partnership Agreement

### IT IS EXTREMELY IMPORTANT THAT CUSTOMER READ AND UNDERSTAND THE FOLLOWING:

For the fee for Implementation Services specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise a summary of the TeleStaff Implementation Services. NOTE: This Appendix outlines the recommended approach to the implementation process, based on PDSI's experience with its customers. Because of the highly configurable nature of TeleStaff, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE WILL BE DEVELOPED BY CUSTOMER AND PDSI DURING THE PROJECT.)

**DEPLOYMENT PLAN:** The following tasks are part of the Deployment Implementation Process. When a customer completes these tasks they will be in production with the TeleStaff Roster and Calendar and will be able to reap the benefits associated with centralized staffing, audit trails, emergency notifications, reports, and feeds to down stream systems in following a fast track approach. At the end of this process, users will be able to request leave, sign up for overtime, and respond to emergency call outs via phone, client, or web access.

- **Project Initiation:** The PDSI Customer Sales Representative transfers all pertinent CUSTOMER information gathered during the sales process to the PDSI Project Manager (PM). An INTRO CALL with the PM, Sales Representative, and CUSTOMER SPONSOR will be held to discuss expectations, and roles and responsibilities. This meeting is to ensure the appropriate resources are assigned to the CUSTOMER Project team and that the scope of the project is accurately defined. The PM is responsible for guiding the CUSTOMER through the implementation process; however, the **CUSTOMER is ULTIMATELY RESPONSIBLE FOR A SUCCESSFUL IMPLEMENTATION**, which includes allocating the appropriate resources. Once the information has been transferred, the PM will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
- **Project Planning:** A PROJECT PLAN CALL with the PM, Sales Representative, and CUSTOMER SPONSOR will be held to create and refine the project plan. The Project Plan details the specific tasks with due dates, predecessors, and owner. The plan also details the customer and PDSI deliverables, milestones, and status information. After the call, a Project Plan will be provided to the CUSTOMER.
- **Project Kick-Off:** The PM and CUSTOMER Project Team will hold a KICK-OFF CALL to review the Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) will be discussed. Lastly, the PM will direct CUSTOMER to review the training videos and review training manuals which can be downloaded from the TeleStaff website. In order to understand basic TELESTAFF functionality and terminology, it is imperative that every member of the Project Team reviews this tutorial BEFORE DATABASE REVIEW. CUSTOMER will provide Daily Detail Roster Sheets before DATA COLLECTION.
- **Hardware Setup:** Prior to DATABASE REVIEW, CUSTOMER must have TELESTAFF server and software installed and functional. PDSI will ship any TELESTAFF hardware (that was purchased through PDSI – dialogic telephony cards, dongles, etc.) to the CUSTOMER and provide the necessary installation documentation.
- **Data Collection:** This phase begins with a DATA COLLECTION Web Conference call with the PM and the Project Team, during which the PM will instruct the Project Team to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, the PM will also review organization structure with the CUSTOMER. The CUSTOMER will provide a cross-section of data which the PM will use to create a database.
- **Database Review:** Once PDSI receives all pertinent data from the CUSTOMER, the PM will create a TELESTAFF database. The PM and CUSTOMER review the initial database (via Web Conference). The PM will make recommendations to the CUSTOMER as to how to rework the database to accurately reflect the CUSTOMER organizational structure. The CUSTOMER will then spend time re-working the database.
- **Deployment Configuration:** The PM will work with the CUSTOMER via Web Conference calls to perform basic configuration of TeleStaff, including work codes and rules associated with work code usage. After each call, the CUSTOMER will apply the acquired knowledge and complete the setup tasks.
- **Testing & End-User Training:** Once the roster and work codes are configured by the CUSTOMER, rigorous testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that the CUSTOMER needs for Deployment of the roster, calendar, and work codes, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning super users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes).
- **Deployment:** Deployment is typically in 2 stages: parallel testing for 2 weeks, then full Deployment of the roster, calendar, and work codes in a production environment throughout the entire organization.



Advanced Configuration Plan is PHASE 2 of Implementation. These services apply if section 5 above has included the fees associated with PHASE 2

**ADVANCED**

**CONFIGURATION PLAN:** The following tasks are part of the Advanced Configuration Process. Once the CUSTOMER has successfully deployed the TeleStaff Roster, Calendar, and Work Codes into a production environment, they can proceed to the Advanced Configuration Process to add intelligent staffing functionality to TeleStaff. At the end of this process, staffers will be able to automate intelligent staffing functionality in TeleStaff.

- **Review Project Scope:** PM will work with the CUSTOMER to review project scope and objectives.
- **Staffing Process Review:** PM will instruct the CUSTOMER on how to effectively analyze and document the current process the department follows in order fill any vacancies that occur. After the staffing diagrams are completed, a call occurs with the PM and the core Project Team to review the current staffing process. The current process is defined and, if necessary, revised and standardized within the department.
- **Advanced Configuration Training:** CUSTOMER must dedicate appropriate resources to configuration training. The purpose of the ADVANCED CONFIGURATION TRAINING is to train the CUSTOMER on how to configure for intelligent staffing, have the CUSTOMER actually configure the data, and begin testing the configuration.

ADVANCED CONFIGURATION - The CUSTOMER will have several Advance Configuration options, which are detailed below. The PM will work with the CUSTOMER to determine the appropriate resources to attend ADVANCED CONFIGURATION TRAINING. During this these session(s), the PM will work with the CUSTOMER to configure the CUSTOMER data base with more advance features of TeleStaff.

**ADVANCED CONFIGURATION OPTIONS:** All classes are 5 days in duration

Option A: at PDSI's training facility in Irvine, CA on customer's production DB

Option B: at PDSI's training facility in Irvine, CA on customer's test DB

Option C: at customers' location using customer's production or test DB

Option D: held via a series of web-conferences on customer's production or test DB

Option E: at PDSI's training facility remotely connected to customer's production or test DB

CONFIGURATION FOLLOW-UP - There will be up to 4 half-day (4-hour) Web Conferences (maximum of 16 hours) with the PM to help the CUSTOMER complete and test the configuration. If the 16 hours allotted for this week are not used, they do not roll over into subsequent phases.

- **Testing and Training:** Once TELESTAFF is fully configured by CUSTOMER, rigorous configuration testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that CUSTOMER needs for Go-Live, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for any additional training (including creating a training plan, creating training documentation, and conducting super-user training classes). During the testing/training phase, the PM will be available to support this process for a maximum of 10 hours, which must be scheduled IN ADVANCE. These allotted hours of PM support will expire within a certain time frame (to be determined and agreed with CUSTOMER during planning) and, if not used by CUSTOMER, will not roll over after this period.
- **Production with Advanced Functionality:** Go-live is typically in 2 stages: parallel testing for 2 weeks, then going into production with advanced staffing functionality. PM and PROJECT TEAM will review the PDSI TeleStaff Help Desk procedures. From this point forward, the Help Desk will be the first point of contact for technical issues with TELESTAFF.

## Appendix C – Annual Service and Support

"Normal Business Hours" are 6:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays and other office closures (notification of which will be provided to CUSTOMER).

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI through PDSI's web portal (<http://slxweb.pdsi-software.com/>), providing the exact verbiage from error messages, screenshots showing details, and any other information relevant to giving an accurate description of the error. The ticket number generated by the portal shall be used for all subsequent inquiries relating to the original problem. Please contact your Customer Account Manager for a unique login ID and password. Outside of Normal Business Hours, CUSTOMER will open a ticket through the Web Portal then notify PDSI of the problem by telephone. Telephone notification will be made to PDSI's support line at (866) 324-1598.

The main support line will be answered either by a PDSI representative or an automated attendant at all hours. During Normal Business Hours, each trouble report by phone will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with a LIVE status. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

### Priority One

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of possible Priority-One issues by calling PDSI at 866-324-1598. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

### Priority Two

Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond by the next business day. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

### Priority Three

Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
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Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"><li>• Reporting errors or calculation problems</li><li>• Documentation inaccuracies</li><li>• Cosmetic issues</li><li>• Misspellings</li><li>• Product Enhancement requests</li><li>• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation</li></ul>
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within one Business Day.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.

## Appendix C – Annual Service and Support Continued

### *TeleStaff Enhancements*

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

**Version X.YZ** where

- Changes in **X** represent a significant change in product functionality (**Major Release**)
- Changes in **Y** represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (**Enhancement Release**)
- Changes in **Z** represents a minor change to the program to accommodate a software error or cosmetic change (**Update Release**)

Under the TeleStaff Service and Support plan, CUSTOMERs will receive **Update Releases** and **Enhancement Releases** as they become available at no additional charge. **Major Releases** will be available for an additional fee.