

# ORIGINAL

## CASE MANAGEMENT SYSTEM LICENSE, MAINTENANCE & SERVICES AGREEMENT COUNTY OF EL DORADO AND AUTOMON CORPORATION AGREEMENT #713-S0611

This Software License and Maintenance Services Agreement (this "L&M Agreement") is entered into as of the 1st day of July, 2006, by and between AutoMon Corporation ("AutoMon"), on the one hand, and the El Dorado County, CA ("County"), on the other hand.

**WHEREAS**, AutoMon and the County have entered into this L&M Agreement pursuant to which AutoMon has, among other things, agreed to license, install and maintain its case management software in County;

**WHEREAS**, County has determined that the provision of these services provided by AutoMon is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000.

**NOW, THEREFORE**, in consideration of the foregoing, along with the mutual representations, warranties, and covenants contained herein, along with other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the parties hereby agree as follows:

### Section 1. DEFINITIONS

Capitalized terms in this L&M Agreement shall have the meanings ascribed to them below. If a capitalized term is not defined in this Definitions Section or otherwise defined in this Agreement, the meaning of the term shall be interpreted so as to give this L&M Agreement as broad and complete an effect as possible.

**Section 1.01.** Case Management System means Caseload Explorer, AutoMon's proprietary probation, pretrial and parole case management software, with modules for Adult, Juvenile, Juvenile Institutions, and Financial (Revenue Recovery).

**Section 1.02.** County means El Dorado County, California

**Section 1.03.** Documentation means the user's manuals and any other materials in any form or medium customarily provided by AutoMon to the users of the Licensed Software, which will provide to County sufficient information to operate the Licensed Software.

**Section 1.04.** Embedded Third Party Software means licensed third party software that is required by the Licensed Software. "Embedded Third Party Software" specifically does not include any versions of the following: any County or server operating system; Internet Explorer; the Microsoft Office product suite; any software selected by the County for document scanning, storage, retrieval, or viewing; DBMS; COM+ services; Crystal

Reports or SQL Reporting Services; any web server; any server-side document management product selected by the County; any message queuing software; any server management tools or software; backup software; third party load balancing solutions; or any third party licensed software that is subject to approval by the County during the course of this project.

**Section 1.05.** Final Acceptance means the County formally notifies AutoMon or otherwise acknowledges that AutoMon has delivered the Case Management System and other deliverables set forth in this Agreement, (See Exhibit A-1 and A-2, incorporated herein and made by reference a part hereof), necessary for the County to put the Case Management System into productive use.

**Section 1.06.** Licensed Software includes the Case Management System and all documentation to which County obtains or is granted any rights under this Agreement.

## **Section 2. LICENSE**

### **Section 2.01. Grant of License**

Upon installation of the Licensed Software and payment related thereto (as set forth in Schedule 1 / Exhibit A, incorporated herein and made by reference a part hereof) AutoMon hereby grants to the County a non-exclusive, non-transferable, non-revocable license to use, reproduce and practice the Licensed Software for and by employees of County's Probation Department or a user granted access to specific, limited functionality by the County Probation Department.

### **Section 2.02. Restrictions**

Unless otherwise expressly agreed in writing by AutoMon, the County shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software, or (b) transfer, rent or lease the Licensed Software or its usage.

### **Section 2.03. Copies**

The County may make and maintain such copies of the Licensed Software as are reasonably appropriate for its use of the Licensed Software and for testing, archival and backup purposes provided that all proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies. Notwithstanding Section 3.02, the County shall have the right to make unlimited copies of all training documents for purposes reasonably incidental to the County's use of the Licensed Software.

### **Section 2.04. Third Party Software**

The County's access to and use of Embedded Third Party Software shall be according to such terms, conditions and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee, or paid separately by the County. AutoMon shall pass through to the County any and all warranties granted to AutoMon by the owners, licensors, and/or distributors of such Embedded Third Party Software acquired by AutoMon and provided to the County. To the extent that any third party software that is not Embedded Third Party Software becomes necessary for the operation of the Licensed Software after the Effective Date of this Agreement, then the

County shall be responsible for procuring and paying for any such separate license agreement. MS Word XP is required for use of certain features of the Licensed Software and is not being provided to the County by AutoMon. Accordingly, that application must be separately procured by County.

**Section 2.05. License Fee**

In consideration of the license granted to County hereunder and the ongoing maintenance services to be rendered to County, County shall pay to AutoMon a License and Maintenance Fees as provided in Schedule 1/Exhibit A attached hereto.

**Section 3. TITLE**

**Section 3.01. Licensed Software**

Notwithstanding anything in this Agreement to the contrary, AutoMon is the owner of all right, title, and interest in and to the Licensed Software and all components and copies thereof, including any derivative works based thereon prepared by AutoMon or prepared jointly by the parties. Subject to the licenses granted herein, title to all complete or partial copies of the Licensed Software, together with all applicable rights to copyrights, patents, trade secrets and other intellectual property rights in and to the Licensed Software, shall be and shall remain with AutoMon. Nothing in this Agreement shall be deemed to vest in County any ownership rights in and to the Licensed Software, any components and copies thereof, or any derivative works based thereon prepared by AutoMon or prepared jointly by the parties.

**Section 3.02. Training Materials; Other Deliverables**

All training materials developed solely by AutoMon will be the sole property of AutoMon. All training materials developed solely by the County will be the sole property of the County. Any training materials developed jointly by the parties shall be owned jointly by the parties, and each party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other.

**Section 3.03. Server Acquisition, Deployment and Maintenance**

Following the execution of this Agreement, the County shall use commercially reasonable efforts to develop production server configuration for the implementation of the Licensed Software and if necessary to purchase and install such server(s) in the County's data center. Concurrently with the server acquisition and deployment, the County shall purchase and install all network infrastructure necessary for the operation of the Licensed Software for County's intended use. The County shall be responsible for obtaining, at the County's expense, all third party hardware and systems and database software licenses necessary for the installation and use of the production server configuration. Upon the reasonable request of the County, AutoMon personnel will assist County in reviewing the server configuration and the deployment thereof. The County will have the sole authority and responsibility in determining such configuration and deployment. The parties acknowledge that over time the Licensed Software will change and that such changes may require alterations in the server configuration or upgrades to the systems or database software. In no event shall AutoMon be held liable for any defects or deficiencies in the server configuration chosen and purchased by County.

## **Support Services.**

### **Section 3.04. Support Services for Documented Defects**

Throughout the term of this L&M Agreement, AutoMon shall correct or otherwise cure Documented Defects (as defined below) to the then current Version Release of the Licensed Software and the immediately prior Version Release.

### **Section 3.05. Certain Definitions**

As used in this Section 4, the following terms have the meanings set forth below:

- a) "Circumvention" or "Circumvention Procedures" shall mean, as applied to a Documented Defect, a change in operating procedures whereby the County can reasonably avoid any deleterious effects of such Documented Defect.
- b) "Documented Defect" means a failure of the Licensed Software to properly perform any of its intended functions. The County must use reasonable effort to document a Documented Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the County must deliver such information to AutoMon concurrently with its notification to AutoMon of such defect. The County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to AutoMon of such defect, including, but not limited to, issues related to the network, user training, County-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which the County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 3.

## **Section 4. PERSONNEL**

The personnel assigned by AutoMon to function during the course of the completion of this Contract shall be qualified to perform the tasks as described in this agreement. AutoMon's personnel whose conduct is incompetent, inefficient, or otherwise unsatisfactory to the County shall be replaced forthwith upon request.

## **Section 5. ACCEPTANCE TEST**

The parties agree that Final Acceptance of the Licensed Software shall be a demonstration, to the County's satisfaction, that the Licensed Software operates in accordance with those functional specifications as represented by AutoMon; such Final Acceptance shall be occasioned by a written notice from County to AutoMon. County represents that its information technology infrastructure meets or exceeds the requirements identified in Exhibit B, incorporated herein and made by reference a part hereof. AutoMon assures that the Licensed software will perform adequately and efficiently to the satisfaction of the County.

**Section 6. ACCEPTANCE OR REJECTION**

Final Acceptance shall not occur until the Licensed Software has adequately passed the acceptance test set forth in the paragraph above and County has received all of the deliverables associated with this purchase. County shall notify AutoMon in writing immediately upon completion of the Final Acceptance test. The payment associated with Licensed Software acceptance due from County will be due and payable as set forth in Exhibit A upon satisfactory completion of the acceptance test and receipt of all deliverables.

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

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

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

**SECTION 7. RESPONSIBILITIES OF THE COUNTY**

The County will, throughout the term of this L&M Agreement:

**Section 7.01.** Procure and maintain server(s) and related systems and database Software for use with the Licensed Software. Procure and maintain all required third party software to the release level compatible with the installed version(s) of the Licensed Software; and

**Section 7.02.** Maintain an internal Help Desk to provide first level user support to County's Users relating to basic system and application software questions or problems. Only County's Help Desk staff or Probation Department Designated staff are authorized to contact AutoMon's Help Desk, and only after attempting to resolve issues that arise. In the event County does not establish and maintain an internal help desk function for

first level support to County's users, AutoMon reserves the right to increase County's current maintenance fee; and

**Section 7.03.** Implement and perform appropriate data backup, data recovery, security protections, antivirus and similar procedures related to the County's data and Licensed Software. In no event shall AutoMon be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is in whole or part attributable to the County's failure to implement and perform such procedures on a timely and regular basis; and

**Section 7.04.** Procure, configure, and maintain the server, client desktop hardware, all systems software, database software and the network upon which the Licensed Software will run.

**Section 7.05.** Install and maintain security software and patches to existing systems software.

**Section 7.06.** Provide to AutoMon a remote, secure internet connection for use by AutoMon personnel in performing the services required under this L&M Agreement. See Exhibit D entitled Remote Access Policy, incorporated herein and made by reference a part hereof.

a) Remote Connectivity: All installation, problem diagnosis, upgrades, and remote system administration support services specified in this Agreement will be delivered via remote electronic connection to the County's Server, in accordance with Exhibit "D", marked "Remote Access Policy", incorporated herein and made by reference a part hereof.

## **SECTION 8. DOCUMENTED DEFECT CORRECTION**

AutoMon warrants to County that the Licensed Software, in unmodified form and when used as authorized by this Agreement, will perform materially in accordance with the Functional Requirements listed in Exhibit A1 hereto for a period of one (1) year from the date of final acceptance ("Warranty Period"). If during the Warranty Period, County notifies AutoMon that a documented defect exists, then AutoMon shall respond as set forth below.

AutoMon shall provide the County with procedures for contacting support staff during normal business hours (8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding national holidays) for Service Level 1, 2, 3, 4 and 5 Documented Defects. AutoMon will assist the County in the diagnosis of any Documented Defect. Determination of the service level shall be based on the operational needs of the El Dorado County Probation Department. AutoMon agrees to correct or otherwise cure Documented Defects in accordance with, the following provisions:

### **Section 8.01. Service Level 1**

a) Definition. A Documented Defect that causes either: (i) loss or corruption of data; or (ii) complete failure of essential Licensed Software functionality.

- b) Response Time. AutoMon shall provide an initial response to Service Level 1 Defects within one (1) hour of receipt of defect documentation.
- c) Response. AutoMon will immediately assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. AutoMon's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that AutoMon has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.
- d) Resolution Time. AutoMon will use commercially reasonable efforts to resolve such Documented Defect within one business day.
- e) Limitations. AutoMon's responsibility for lost or corrupted data is limited to assisting the County to restore the database to a known, accurate state.

**Section 8.02. Service Level 2**

- a) Definition. A Documented Defect that causes failure of essential Licensed Software functionality with an existing Circumvention Procedure.
- b) Response Time. AutoMon shall provide an initial response to Service Level 2 Defects within one (1) business day of receipt of defect documentation.
- c) Response. AutoMon will promptly assign appropriate personnel to diagnose and correct the Documented Defect. AutoMon's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that AutoMon has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. AutoMon will use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) business days, and in any event as promptly as reasonably possible.

**Section 8.03. Service Level 3**

- a) Definition. A Documented Defect that causes failure of non-essential Licensed Software functionality.
- b) Response Time. AutoMon shall provide an initial response to Service Level 3 Defects within two (2) business days.
- c) Response. AutoMon will assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. AutoMon's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that AutoMon has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. AutoMon will use commercially reasonable efforts to resolve such Documented Defect within twenty-five (25) business days.

**Section 8.04. Service Level 4**

- a) Definition. A Documented Defect that causes failure of non-essential Licensed Software functionality with an existing Circumvention Procedure.
- b) Response Time. AutoMon shall provide an initial response to Service Level 4 Defects within five (5) business days.
- c) Response. AutoMon will deliver to the County correcting software. AutoMon's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that AutoMon has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

- d) Resolution Time. AutoMon will deliver to the County correcting software with the next version release.

#### **Section 8.05. Service Level 5**

- a) Definition. A cosmetic or other defect in the Licensed Software that does not qualify as a Service Level 1, 2, 3 or 4 defect.
- b) Response Time. AutoMon shall provide an initial response to Service Level 5 Defects within five (5) business days.
- c) Response. AutoMon will deliver to the County correcting software. AutoMon's initial response will include an acknowledgement of notice of the Documented Defect, confirmation that AutoMon has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.
- d) Resolution Time. AutoMon will deliver to the County correcting software at AutoMon's discretion in a version release.

### **SECTION 9. SECOND LEVEL HELP DESK SUPPORT**

AutoMon will provide County with procedures for contacting support staff during normal business hours (9:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding national holidays) for second level Help Desk support. AutoMon shall provide an initial response to request for second level Help Desk support within four (4) hours of receipt of such request. AutoMon will use commercially reasonable efforts to research and respond to each request within one (1) business day and in any event as promptly as reasonably possible.

### **SECTION 10. OTHER SUPPORT SERVICES**

The parties agree that the County may request additional services by delivering to AutoMon a Service Request Form. Such other support services may include, without limitation, services related to: (a) additional training; (b) programming services; (c) business analysis; and (d) network analysis. AutoMon shall provide to the County a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto.

### **SECTION 11. PRODUCT VERSION RELEASES**

AutoMon will provide the County with Version Releases (as defined below) for the Licensed Software. For purposes of this L&M Agreement, the term "Version Releases" means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions and/or maintenance changes to existing functionality in the Licensed Software. The delivery of each Version Release will include a complete, installable copy of the Licensed Software, and if applicable, installation and release documentation. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the installation, integration, and training with respect to each Version Release. Further, in some instances, AutoMon in its sole discretion may determine that new functionality or extensions of existing functionality may comprise a new



product. New products may entail additional fees and costs to County, should County elect to implement any such new products, and will not be included in Version Releases.

## **Section 12. THIRD PARTY SOFTWARE**

Third Party Software means all third party software that is required by the "Licensed Software". AutoMon will provide the County with advanced notice of any mandated new Third Party Software revision that will be required to load a Version Release. At AutoMon's expense and as part of its obligations under this L&M Agreement, AutoMon will certify the compatibility of Third Party Software components used by the Licensed Software and maintain a list of supported Third Party Software release levels. Version Releases will be certified to supported versions of all required Third Party Software. The County is responsible for the costs associated with installing and maintaining Third Party Software versions that are identified on AutoMon's list of certified Third Party Software. The County is responsible for maintaining software maintenance/update agreements with Third Party Software vendors at the County's expense. At the request of the County, AutoMon will participate with the County in discussions with Third Party Software providers on all software maintenance issues.

## **SECTION 13. FEES**

### **Section 13.01. Maintenance and Support Fees**

In consideration for the maintenance and support services to be provided by AutoMon pursuant to the terms of this L&M Agreement, County agrees to pay AutoMon the Maintenance and Support Fees set forth on Schedule 1, in accordance with the timetables set forth therein.

### **Section 13.02. Suspension of Services for Non-payment**

During any period for which the County does not pay any undisputed Maintenance and Support Fee for a period of time exceeding sixty (60) days, AutoMon may suspend its performance of maintenance and support services under this L&M Agreement. AutoMon will promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support fees, including all such fees for the period(s) during which services were suspended.

### **Section 13.03. Escrow**

Following AutoMon's receipt of payment for services provided, County shall be eligible to receive a Certificate of Escrow which entitles County to claim a copy of AutoMon's Software Source Code.

In the event that AutoMon files bankruptcy or otherwise ceases doing business, County shall have the right to receive the contents of the source code escrow account for the purposes of fulfilling AutoMon's obligations under this Agreement.

## **SECTION 14. COMPENSATION/INVOICES/TAXES**

AutoMon shall invoice the County for all charges in accordance with the timetable set forth in Schedule 1. Maintenance Fees are billed annually in advance. Other services shall be

invoiced Net 30 upon delivery and acceptance. Each AutoMon invoice shall be printed on AutoMon's standard printed bill form, and shall include the total invoiced amount and a reference to the specific items being invoiced under this L&M Agreement. Following receipt of a properly submitted invoice, the County will pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Sale, use or excise taxes, to the extent they apply, are the responsibility of County. AutoMon will not submit an invoice nor will AutoMon collect such taxes from the County. The total amount of this Agreement shall not exceed \$205,500.00, inclusive of all expenses and in accordance with Exhibit F, El Dorado County Board of Supervisors Policy D-1, incorporated herein and made by reference a part hereof.

## **SECTION 15. TERM AND TERMINATION**

### **Section 15.01. Term**

This L&M Agreement shall commence upon Final Acceptance (the 'commencement date') of the Licensed Software as defined herein and will continue in effect for a period of four (4) years unless terminated as provided in this Section 7 or extended by written agreement of the parties.

### **Section 15.02. Fiscal Consideration**

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **Section 15.03. Termination by the County**

The County may terminate this L&M Agreement effective on the 1st anniversary date of the commencement date or any anniversary date thereafter by giving written notice of termination to AutoMon at least sixty (60) days before the effective date of termination.

### **Section 15.04. Termination by the County for Cause**

County may terminate this Agreement for "cause" in accordance with this subsection. For purposes of this subsection, "cause" means a continuous, repeated, or systemic

failure to provide final acceptance (see Section 6), maintenance and support services. In such event, the County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the County is invoking its right to terminate. Following such notice, AutoMon shall have sixty (60) days to cure such problems. Following such sixty (60) day period, AutoMon and County representatives will meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the County may terminate this Agreement. In the event of a termination under this subsection, AutoMon shall return monies paid to AutoMon by the County for the remainder of the then existing maintenance period.

**Section 1.01. Termination by AutoMon**

If the County shall fail to pay the Maintenance and Support Fees hereunder for any consecutive three (3) month period, AutoMon may terminate this L&M Agreement effective at any time on or after the end of such three (3) month period by giving written notice of termination to the County at least thirty (30) days in advance of the effective date of termination. Such termination by AutoMon shall not relieve the County of its obligation to pay all License, Maintenance and Support Fees accruing prior to the effective date of termination.

**Section 1.02. Limitation of Liability**

AutoMon's liability for damages arising out of or in connection with this L&M Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the annual amount paid under this L&M Agreement.

**SECTION 2. INDEMNITY**

To the fullest extent allowed by law, AutoMon shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic losses, which are claimed to or in any way arise out of, directly or indirectly, or are connected with: (1) any negligent (whether passive or active) act, error or omission; or willful misconduct of AutoMon, its subconsultant(s) agents or employee(s) or any of these; or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of AutoMon by this Agreement. This duty of AutoMon to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**SECTION 3. INSURANCE**

AutoMon shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by AutoMon in the performance of the Agreement.
- D. In the event AutoMon is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is not required.
- E. AutoMon shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. AutoMon agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, AutoMon agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and AutoMon agrees that no work or services shall be performed prior to the giving of such approval. In the event AutoMon fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. AutoMon's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. AutoMon's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event AutoMon cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

## **SECTION 18. MISCELLANEOUS**

### **Section 18.01. Notices**

Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth in this Agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

### **Section 18.02. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Section 18.03. Waiver**

Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

### **Section 18.04. Entire Agreement**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

### **Section 18.05. Amendment**

This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All

amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

**Section 18.06. Severability of Provisions**

In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

**Section 18.07. Benefit of Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

**Section 18.08. Relationship of Parties**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.

**Section 18.09. Governing Law; Choice of Forum and Attorneys Fees**

Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of El Dorado County, California without regard to or application of choice of law rules or principles. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts located within the State of California, agree to venue lying in such courts, and expressly waive any objections or defense based upon lack of personal jurisdiction or venue or forum non conveniens. The prevailing party will be entitled to recover its reasonable attorneys' fees and cost incurred in connection with any action or proceeding arising out of or related to the breach of this Agreement.

**Section 18.10. Assignment and Delegation**

AutoMon is engaged by County for its unique qualifications and skills as well as those of its personnel. AutoMon shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

**Section 18.11. Independent Contractor/Liability**

AutoMon is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. AutoMon exclusively assumes responsibility for acts of its employees, associate, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

AutoMon shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility for preventing risk to Contractor or its employees

**Section 18.12. Nonresident Withholding Waiver Request (Form 588)**

All independent Contractors providing services to the County who are not California residents must file a State of California Form 588 certifying County's exemption from withholding where applicable; where not applicable, Contractor will indemnify and hold the County harmless for any action taken by the California Franchise Tax Board. The Contractor will be required to submit a Form 588 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement where applicable. This requirement applies to any agreement/contract exceeding \$1,500.00.

**Section 18.13. Taxpayer Identification Number (Form W-9)**

All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**Section 18.14. Administrator**

The County officer or employee with responsibility for administering this Agreement is Joseph S. Warchol, II, Chief Probation Officer, or successor.

**Section 18.15. Partial Invalidity**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Section 18.16. Jurisdiction**

In event of dispute, parties regardless of their residence will be subject to the jurisdiction of the courts of the State of California.

**SECTION 19. HIPAA COMPLIANCE**

As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "E", which is incorporated herein for all intents and purposes.

**Requesting Contract Administrator/Department Head Concurrence:**

By: Joseph S. Warchol, II Dated: 6-12-06  
Joseph S. Warchol, II  
Chief Probation Officer

/  
  
/  
  
/

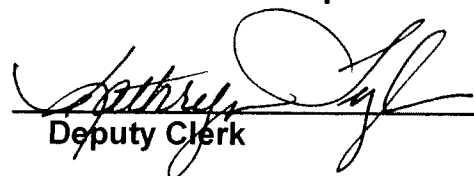
IN WITNESS WHEREOF, the parties have caused this L&M Agreement to be executed by a duly authorized representative to be effective as of the date such agreement is fully authorized and executed. The authorization and execution date shall be conclusively presumed to be date set forth below the County's signature below.

-- COUNTY OF EL DORADO --

Dated: 6/27/06

By:   
**JAMES R. SWEENEY** Chairman  
Board of Supervisors

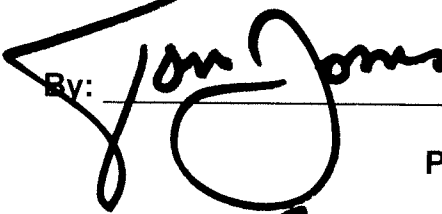
ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

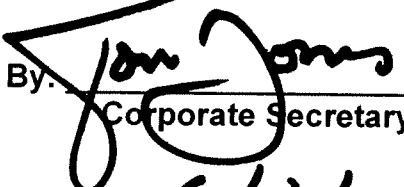
By:  Date: 6/27/06  
Deputy Clerk

-- AUTOMON --

Dated: \_\_\_\_\_

**AUTOMON CORPORATION dba  
AUTOMON SOLUTIONS CORPORATION**

By:   
Tom Jones  
President & CEO  
"Contractor"

By:   
Corporate Secretary  
Dated: 6/8/06



**LICENSE, MAINTENANCE AND SUPPORT SERVICES FEES  
Schedule 1**

<b>AutoMon – AutoMon Corporation. Caseload Explorer</b>			
<b>This agreement not to exceed \$205,500.00.</b>			
<b>Product or Service</b>	<b>Description</b>	<b>Limitations</b>	<b>Amount</b>
1. Licensed Software	A. Case Management System for Probation Department (Adult Supervision, Juvenile Supervision, Juvenile Institution and Financial)	Permitted Users: All El Dorado Probation Department Employees	\$160,000
	B. License fee for additional Designated Sites within County		Waived
	C. Cost for Application User Manuals	Electronic Copy	\$1,500
	D. Installation of Licensed Software and updates prior to go live	Application set up, installation and updates are performed remotely by AutoMon Staff with active assistance from County IT staff	Included
	E. Training Onsite, Train the Trainer (See Exhibit C, incorporated herein)	10 days onsite. \$1,000 per day. Amount shown is an Estimate.	\$10,000
	F. Cost for each user	Enterprise License of Probation Department.	Waived
2. Annual Maintenance and Support	A. Maintenance and Support for each County (annual)	One year warranty, from date of Final Acceptance, included in the License Price. Price shown is second year (due one calendar year from Final Acceptance).	\$32,500 (Year 2)

**AutoMon – AutoMon Corporation. Caseload Explorer**

**This agreement not to exceed \$205,500.00.**

Product or Service	Description	Limitations	Amount
	B. License fee for additional Designated Sites within the County.	Waived	
3. Other Services			
	A. Data Conversion: Probation Users	Time and Materials, charge per hour \$135	
	A.1. Estimate for Customer Data Conversion (assumes data is exported to a file format provided by AutoMon. File format contains data definitions. Cost includes work with the customer to clarify the data format and resolve data differences, plus multiple imports due to revisions in customer exports to agreed format.	Estimate based on 100 hours. Amount shown is an Estimate	\$13,500
	B. Training (in addition to charges above)	Amount shown is Estimate	\$4,000
	B.1 Follow-up Training: Per hour charge	Charge per hour \$135	
	B.2 Plus Travel and related expense. All travel to the customer site, will result in billed travel costs to the customer. Actual costs will be billed for travel, lodging, rental car, and similar travel charges. In addition, a daily per diem will be billed for meals, based on El Dorado County Travel Policy.		
	C. Configuration and System Changes: Per hour charge	Charge per hour \$135	
	C.1. Charge to review and revise the configuration settings for Caseload Explorer for County	Estimate based on 100 hours. Amount shown is an Estimate	\$13,500

**AutoMon – AutoMon Corporation. Caseload Explorer**

**This agreement not to exceed \$205,500.00.**

Product or Service	Description	Limitations	Amount
	D. Escrow Services		
	D.1. Escrow Document Preparation and Initial Escrow Submission	One time fee to establish an escrow with Licensed Software source code and related documentation. The fee is <b>\$3,000</b> .	\$3,000
	D.2. Annual Fee for escrow maintenance	Annual maintenance on Escrow Account. Subject to percentage increases as with Software Maintenance Charge For 2007, the fee is <b>\$1,250</b> .	Optional

**Explanations and Assumptions:**

1. The Use License offered by AutoMon covers an unlimited number of users within the County Probation Department. The only limitation is the user must be an employee of the County Probation Department or a user granted access to specific, limited functionality by the County Probation Department. The Use license shall last into perpetuity.
2. The computer programs delivered by AutoMon will not violate or in any way infringe upon the rights of any third party.
3. First 12 months of maintenance is covered by the warranty, dating from the date of Final Acceptance by County.
4. The license proposed is a Use license. AutoMon retains exclusive rights in and to all computer programs, including object code, source code, enhancements and modifications, derivative products and all related intellectual property. Reports and templates prepared by County personnel shall be considered derivative works and shall be the property of AutoMon and may be used and or licensed by AutoMon to other Customers. No aspect of the work performed by AutoMon shall be considered "work for hire."

---

5. Modifications and Interfaces. AutoMon will issue a firm quote for out of scope modifications and Interfaces upon request of County. Eighteen and half percent of the negotiated cost of out of scope modifications and interfaces will be added to the annual maintenance charge for Licensed Software maintenance. Modifications and interfaces completed subsequent to 'Acceptance' of the application will be covered by the then existing warranty or maintenance agreement. The additional maintenance charge will be added to the next annual renewal of the Licensed Software maintenance agreement.

6. Sales, Use and Excise Taxes. This bid does not include federal, state or local sales, use, excise or similar taxes which may apply to some or all the products or services to be provided to the County. In the event such taxes apply, the County shall remit such taxes to the proper authority.

7. Following the 2<sup>nd</sup> anniversary of Final Acceptance, the annual Maintenance Fee and any hourly charges shall be adjusted annually by 5%. Maintenance fees will be increased by agreement of the parties with respect to (a) maintenance and support of local refinements requested by the County subsequent to commencement and (b) optional material functional enhancements contained in new Version Releases that are not technical improvements, updates, and/or extensions to the Licensed Software.

8. Payment terms. The milestones and payment timetable are set forth below. Payment terms for change orders, data conversion, and interfaces will be invoiced and payable upon the later of "Final Acceptance" of the customized application or if after Final Acceptance, 30 days following acceptance by the County of change order.

**EXHIBIT A**  
**Payment Milestones to AutoMon for Deliverables**

(Note: dates for specific deliverables to be completed once contract is approved)

Total Not to exceed: \$205,500.00

<u>Milestones</u>	<u>Payments</u>	<u>Target Start Date</u>	<u>Target End Date</u>
<b>Payment Milestones to AutoMon for Deliverables</b>			
10% July 1, 2006	\$20,550.00	07/01/06	
15% end of Customization Acceptance for Juvenile and Juvenile Detention Modules	\$30,825.00		
10% end of Customization Acceptance for Adult Module	\$20,550.00		
10% end of Customization Acceptance for Financial Module	\$20,550.00		
25%Final Acceptance test for work flow	\$51,375.00		
25% after Training & all data is imported	\$51,375.00		
5% after being live for 30 days and any bugs have been worked out	\$10,275.00		10/06/2006
Maintenance Charge for Year 1	\$0		
5% Increase:			
Maintenance Charge for Year 2	\$32,500.00		
Escrow Charge for Year 2	\$1,250.00		
5% Increase:			
Maintenance Charge for Year 3	\$34,125.00		
Escrow Charge for Year 3	\$1,312.5		
5% Increase:			
Maintenance charge for Year 4	\$35,831.25		
Escrow Charge for Year 4	\$1,378.13		

---

## EXHIBIT A-1

### County of El Dorado Probation Case Management System

#### Functional Requirements

AutoMon will provide to the County its propriety case management application for community based corrections agencies, Caseload Explorer V 3.5.120060312 or later, configured to its California standard release, including modules for Adult Probation, Juvenile Probation, Juvenile Institutions, and Accounting. In addition to meeting the requirements set forth below, the application will contain the screens, data attributes, defaults, reports, JCPSS interface and such other features and functionality as have been demonstrated to the County by AutoMon, and/or have been delivered by AutoMon as part of its standard application configuration to other counties in the State of California for use by Probation Departments as of the date of delivery to the County.

(Page continued with Excel file "Exhibit A-1 Functional Requirements")

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
<b>General</b>				
The following are the minimum functional requirements of the County of El Dorado Probation Department. The final package as accepted by the County shall match these functional capabilities. The following identified functions are general categories only. The County does not require the package to have these functions as distinct modules. Rather, the County is only concerned that these minimum requirements are met somewhere in the application. These requirements will cover both juvenile and adult probation, and additionally shall include institutions functionality for the Juvenile Detention Facility (JDF).				
It is assumed that the selected product shall eliminate double data entry wherever possible.				
It is assumed that the selected product shall support capturing critical data in database fields versus free form text fields.				
It is assumed that all table values will refresh each time the data is viewed to reflect the most current table values for the corresponding data field.				
It is assumed that the system and system interfaces will not allow the creation of duplicate records without prompting the user that a duplicate record may be created and without recording the user responsible for the creation of the duplicate record in a retrievable log.				
It is assumed that the most recently captured photo of a probationer will be used to populate any face/cover pages or forms.				
<b>1.0 Juvenile and Adult Identification</b>				
A critical function of the package will be how a minor or adult is identified in the database. As a minimum the following information shall be collected on each individual:				
1.1 A unique system assigned ID number. Note: this number is assigned to a minor only once, and stays with the minor for as long as s/he is in the County juvenile probation system. This can be for more than 10 years in some cases. Similarly, if the individual is an adult, a unique and permanent number is assigned to the person.	4			
1.2 Name, First, Middle, and Last Name.	4			
1.3 Home and mailing address – unlimited (unlimited, each uniquely identifiable)	4			
1.4 Search and identify address matches upon entry to any and all defendants and minors who are currently in the PCMS data base and notify the corresponding Probation Officers immediately.	4			Not sure what PCMS, we have the search feature
1.5 Phone Number – unlimited (unlimited, each uniquely identifiable – cell, home, work, school, pager, etc...)	4			
1.6 Electronic mail address (unlimited, each uniquely identifiable)	4			
1.7 AKA's (aliases) – unlimited	4			
1.8 Birth date (DOB) (unlimited)	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
1.9 Place of Birth (unlimited)	4			
1.10 Parental custody	4			
1.11 Information on adult relationships (parents, guardians, living with...); name, address, phone, contact, relationship, and probation case number	4			
1.12 Sibling information: name, address, phone, contact, relationship, and probation case number	4			
1.13 Information on companions: name, address, phone, contact, relationship (friend, gang peer, etc...), and probation case number	4			
1.14 Driver's License Number	4			
1.15 Social Security Number (SSN)	4			
1.16 Court Number – unlimited	4			
1.17 FBI Number	4			
1.18 CII Number/SID Number	4			
1.19 JID Number.(Jail Identification Number) This field should indicate in custody status through an interface with the Corrections Management System for either the Juvenile Detention Center or the El Dorado County Jail as identified in section 20.2	4			
1.20 Automated Telephone Reporting System PIN for 3rd party account access to a remote reporting system	3			No charge addition
1.21 INS Number	4			
1.22 Sex (Male/Female)	4			
1.23 Race	4			
1.24 Ethnicity	4			
1.25 Nationality (Country of Birth)	4			
1.26 Probation Officer's (PO) Name, ID, Location and phone – unlimited (historical record)	4			
1.27 Parole Officer's Name, ID, Location and phone (most current)	4			
1.28 Other case worker (social worker, conservator, etc.) Name, ID, Location and phone – unlimited (historical record)	4			



**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
1.29	Demographics (height, weight, hair and eye color, living with ____, e.g., mother)	4			
1.30	Religion	4			
1.31	School Data (School Name and Grade Level)	4			
1.32	Special education student (yes/no)	4			
1.33	Employment status (yes/no – if yes, include name of employer, address and phone number – unlimited historical record)	4			
1.34	Special Needs	4			
1.35	Gang Affiliations	4			
1.36	Gang name	4			
1.37	Gang type	4			
1.38	Street gang	4			
1.39	White supremacist	4			
1.40	Militia	4			
1.41	Biker	4			
1.42	Prison	4			
1.43	Other	4			
1.44	Gang city	4			
1.45	Reference to DA Case ID	4			
1.46	Reference: to Court Case ID	4			
1.47	Revenue Services Account Number (unlimited)	3			No charge addition
1.48	Identifying Marks or Scars	4			
1.49	Automated Integrated Finger Printing Information System (AFIS) Number	4			
1.50	DNA Collection Required (yes/no/TBD – DNA Collection Complete yes/no and collection date and officer name grayed out until Collection Required reads yes)	4			
1.51	Warnings and/or Flags - Ability to inform staff of potential hazards and/or conditions that merit special attention	4			
1.52	Mug shots - The package shall have the capability to import a digital photo of the individual.	4			
1.53	The system will provide the ability to track cases related to grants.	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
1.54	A six-digit alphanumeric (with code table) left empty for future use (should the criminal justice system opt to use a unique identifier to track individuals from system to system – may be grayed out until needed).	4			
	Notes: Part of the identification process is to minimize the assignment of multiple system IDs to an individual. It would be helpful to determine if the person already has a system ID. Consequently, the identification function shall have the capability to perform multiple searches on items: 1.1 - 1.26, above. Searches shall be conducted using either explicit, "like", or SOUNDEX type specifications and incorporate the use of wildcard characters. In addition, if it is later discovered that the newly entered person is the same person as an existing person, there should be the capability of merging the information about the two id's (This is a manual process for merging records because the user must make decisions about whether related records are duplicate or unique.)				
<b>2.0</b>	<b>Juvenile Detention Management</b>				
	The County of El Dorado Juvenile Probation department is responsible for the Juvenile Detention Facility (juvenile hall), where minors are detained. The package will have the capability to assist juvenile hall officers in their management of detainees. As a minimum the following information must be collected at the time of booking and updated during the minor's time at juvenile hall:				
2.1	Minor Information (as described in section 1.x, above)	4			
2.2	Arresting agency and report number (multiple, historical)	4			
2.3	Booking Date/Time	4			
2.4	Current Physical Location (e.g., building, floor, room, bed)	4			
2.5	Allowed visitors – multiple historical (specify name and/or function). This feature should also cross check through an interface (section 20.2) as to whether any visitor is a registered offender and if so provide a warning.	1			No visitor data captured at this time
2.6	Special treatment flag	4			
2.7	Victim information (names and address)	4			
2.8	School Name if known then enter Point of Contact and telephone number	4			
2.9	Medical Information and activity (e.g., medications, conditions, psychological evaluations)	4			
2.10	Release Date/Time	4			
2.11	Personal Property Inventory of items brought into booking area by minor	4			
	Besides the information collected on each minor, the package shall also maintain:				

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
2.12 Room Check Logs by Shift ID	4			
2.13 Supplies inventory (etc., bedding, medical)	1			No supplies inventory tracking at this time
2.14 Logging of incidents and grievances including evidence tracking and identification processing and charge filing	4			
2.15 Information to complete the Probation Desk Report including report number, officer, date of incident, and proposed charge(s)	4			
2.16 Classification status/housing assignment (as generated from booking information entered), with the possibility of manual override.	4			
<b>Also, the following reports shall be generated:</b>				
2.17 Daily Juvenile Hall census by unit	4			
2.18 Tracking and reporting of juvenile hall activities (e.g., visitor, medicating, and room assignments).	4			Visitor information must be stored as text in comment field at this time
2.19 Upcoming court appearances (e.g., date/time and location -- unlimited (historical record))	4			
2.20 Court commitment log	1			Do not know what this is
2.21 Aggregate custody time (differentiated as to pre- or post-disposition)	4			
2.22 48-hour kick-out listing (to include a field to designate home supervision/house arrest and an email notification to the PO and the PO's supervisor)	4			
2.23 A formal request for school records	3			Word Template System adm can create. No charge
2.24 A formal request for victim's statement	3			Word Template System adm can create. No charge
2.25 Property Inventory In/Out statement				
<b>Notes:</b>				
All reports <b>MUST</b> be capable of producing information for current point in time and/or historical point in time.				
<b>Juvenile Intake Processing</b>				
The package shall support the juvenile probation officer's intake process. As a minimum the following intake information shall be collected or referenced:				
3.1 Intake Officer Name or ID	4			
3.2 Minor ID	4			
3.3 Assigned Probation Officer ID	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
3.4 Minor Family Members (Name, Relationship, Address, Phone Number (work/home), DOB, SSN (unlimited family members on all demographics listed))	4			
3.5 Case Workers (Social workers, Guardians, Foster ID, Conservators) -unlimited (historical record)	4			
3.6 Charges (California Penal Code or equivalent) and Counts	4			
3.7 Agency and case number	4			
3.8 Citation/Booked, Arrest Dates	4			
3.9 School Status (e.g., attendance, grades, 300 W&I status, 265 services)	4			
3.10 Interviews (e.g., juvenile, family members, teachers, employers, counselors)	4			
<b>Notes:</b>				
As part of the intake process, the package should have the capability of completing multiple risk assessment reports online, and case plans. Preferably this shall be done by a report generator (wizard), but at a minimum, document templates shall be used that incorporate information available in the database into the document.				
<b>4.0 Juvenile Referral Tracking</b>				
The package should keep track of all cases referred to the juvenile probation department by law enforcement agencies. It will also track which charges have been referred to the DA's office for petitioning. As a minimum the following information will be maintained for each minor:				
4.1 Case type (W&I 256, 601, 654, 602, 725a, PC 1000, PC 1203, 1203a, 1203b) and start and termination dates (as well as type of termination)	4			
4.2 Referred Charges (All references to "Charges" shall mean values consistent with values used by the local charging agencies in their code tables, the Santa Barbara County code tables are the basis for these tables with El Dorado modification to include local codes)	4			
4.3 Current location code (e.g., Juvenile Hall, home)	4			
4.4 Co-participants' names and locations (must be able to be part of the expungement and/or sealment process should their master record be subject to such an order)	4			
4.5 Charge status and date	4			
4.6 Referral Date	4			
4.7 Referring Agency	4			
4.8 DA action (drop down w/ multiple user programmed choices)	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
4.9 Probation Status (drop down w/ multiple user programmed choices)	4			
Notes: Information shall be kept on a permanent basis on each minor, to provide a complete referral history. (Except as defined in 1.3.18)				
<b>5.0 Juvenile Report Management</b>				
5.1 The package should be able to electronically submit a petition (predisposition reports) to the juvenile court. In the County of El Dorado, the District Attorney is the responsible entity submitting the petition, which requests action by the County of El Dorado Superior Courts. The package shall as a minimum collect (via an automated interface from the District Attorney's system as outlined in section 3.2.1.9) the following petition information, prior to submittal:				
5.2 Unique DA case ID	4			
5.3 Unique Court Case ID	4			
5.4 Petition type	4			
5.5 Petition date/Prior petition data if amended	4			
5.6 Petition Charges (California Penal Code or equivalent) and Counts	4			
<b>Arrest warrant flag:</b>				
Once the above information has been entered, the system should also have the capability of generating a complete predisposition report (social investigation or study) consisting of information gathered during the intake and petition processing. Preferably this shall be done by a report generator (wizard), but at a minimum document templates shall be used that incorporate information available in the database into the document. This report shall include as a minimum in a format to be specified by the department:				
5.7 Juvenile name, address and personal information	4			
5.8 Current Offense(s)	4			
5.9 PO Name	4			
5.10 History of previous petition activity including 300 W&I	4			
5.11 History of previous court records	4			
5.12 Review of school records	4			
5.13 Interviews with juvenile	4			
5.14 Interviews with family members	4			
5.15 Interviews with teachers/principal	4			
5.16 Interviews with employers, counselors, etc.	4			
5.17 PO recommendations code	4			
<b>5.0 Juvenile Probation Supervision</b>				
If a court decides to place juveniles under probation, the package shall assist a PO in their supervision. As a minimum the package shall include:				

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
6.1	Offenses covered in the disposition (to include dismissed counts)	4			
6.2	Arrest reports	4			
6.3	Probation start and end dates	4			
6.4	Probation status	4			
6.5	Supervising PO	4			
6.6	Victim information (unlimited)	4			
6.7	Conditions of probation	4			
6.8	Compliance standards	4			
6.9	School performance -- including IEP's	4			
6.10	Assessment interview information (e.g., type, notes)	4			
6.11	Test results (e.g., urine, psychological evaluations)	4			
6.12	Known medical conditions and current medications	4			
6.13	Monitoring actions and reports	4			
6.14	Program and/or placement status and history (to track participation and effectiveness of group homes, RAFT, ISC, boot camps, any specialized treatment or other specialized program), including start and termination dates.	4			
	<b>Notes:</b>				
	This function shall be integrated with the Contact, Alternative Sentencing, and Caseload listed below. In this way the PO can get a complete view of how the minor is performing under probation.				
<b>7.0</b>	<b>Storing of Juvenile Court Information</b>				
	Hearing, adjudication, finding and disposition data input by probation staff from the juvenile court case management system shall be maintained by the Probation Case Management (PCM) Software package. As a minimum the following court information shall be stored and maintained by the package:				
7.1	Reference DA Case ID	4			
7.2	Reference: Court Case ID	4			
7.3	Hearing Date/Time	4			
7.4	Hearing Location (e.g., Dept. Number)	4			
7.5	Hearing type (drop down w/ multiple user programmed choices)	4			
7.6	Judge's name	4			
7.7	District Attorney name and phone number	4			
7.8	Public defender or private attorney name and phone number	4			
7.9	Probation Officer's name and phone number	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
7.10 Charge/Findings	4			
7.11 Maximum Term/Maximum Aggregate Term by DA Case ID	4			
7.12 Maximum Term/Maximum Aggregate Term by Court Case ID	4			
7.13 Disposition, including "Dismiss with Harvey Waiver" for restitution	4			
<b>8.0 Adult Investigation Processing</b>				
When an adult is referred to the probation department by court order, the probation officer initiates an investigation of the individual to determine the basis of granting probation. These reports and PO recommendations must be delivered to the courts in a timely manner. Preferably this shall be done by a report generator (wizard), but at a minimum document templates shall be used that incorporate information available in the database into the document. Also, current California penal code and case law shall be integrated to allow officers to readily have this information available through the PCM software rather than having to access other systems or hard copies. With these requirements, the package shall assist the probation officer during this investigation phase. As a minimum information collected shall include:				
8.1 Charges (California Penal Code or equivalent), including level (infraction, misdemeanor, SPM or felony) and Counts	4			
8.2 Number of victims	4			
8.3 Complaints	4			
8.4 Harvey Waiver Counts	4			
8.5 Enhancements	4			
8.6 Pleas	4			
8.7 Current location of adult	4			
8.8 Assessments (e.g., risk, financial, medical, psychological)	4			
8.9 Co-defendant names	4			
8.10 Interview information (e.g., types, notes, memos)	4			
8.11 Name of probation personnel collecting the information	4			
8.12 Historical summaries of past reports and criminal activities	4			
8.13 PO recommendations code	4			
Notes: As the collection of this information is time sensitive, the package shall save the date and time of data collection, and the name of the collector. Integration of current State law and statutes (as laws and statutes are changed) is desired.				
<b>9.0 Adult Supervision Processing</b>				
When a court grants an adult probation, the package shall provide the capability to setup and supervise the probation. As a minimum the package shall include:				
9.1 Supervision ID	4			
9.2 Supervision start and end dates	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
9.3 Supervision status	4			
9.4 Supervising PO (unlimited)	4			
9.5 Parole status (yes/no – with Agency, agent name and phone to be grayed out until answer is yes – multiple historical)	4			
9.6 Victim information	4			
9.7 Conditions of probation (up to 30 codes)	4			
9.8 Compliance standards	4			
9.9 Reporting (requirements and actual)	4			
9.10 Offenses for the grant (including VOP's)	4			
9.11 Bench warrants for the grant	4			
9.12 Assessment interview information (e.g., type, notes)	4			
9.13 Test results (e.g., urine)	4			
9.14 Monitoring actions and reports	4			
9.15 Scheduled case review dates	4			
9.16 Scheduled court dates	4			
9.17 Programmatic assignments, status and history (i.e. – treatment programs)	4			
9.18 This function shall be integrated with the Contact, Alternative Sentencing, Caseload, and Revenue Recovery functions, listed below. In this way the PO can get a complete view of how the adult is performing under probation.	4			
<b>10.0 Juvenile and Adult Contact Management</b>				
<b>The package shall have the capability of storing probation officer to minor and adult contact information. The application shall also be capable of operating on portable devices (such as laptops, tablet PC's, or PDA's). The portable devices should be able to provide officers with basic offender information, pictures of offenders and the ability to record contact notes. Information collected shall be at a minimum the following:</b>				
10.1 Contact date/time	4			
10.2 Who was contacted	4			
10.3 Name of the juvenile/adult probation personnel making the contact and their department	4			
10.4 Location or place of contact	4			
10.5 Type of contact (e.g., via phone, face-to-face, mail)	4			
10.6 Contact notes including actions to be taken.	4			
<b>11.0 Juvenile and Adult Probation Office Case Load Management</b>				



**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
11.1	The package shall assist in the monitoring of PO caseloads. This includes generating caseload data by PO (see section 17.0, below), as well as reports on tickler function actions (see section 23.0, below). The reassignment of cases between PO's is required. In this function the PO supervisor can transfer multiple cases at the same time. Bar code and scanning capabilities that would allow cases to be tracked by scanning the code in at each station is desirable. Integration of the database with MS Project to graphically demonstrate probationer's history with the department is highly desirable.	4			Except no bar code capability. No integration with MS Project
<b>12.0</b>	<b>Alternative Sentencing Management</b>				
	The package shall assist in the PO's management of EMP/work release/community service programs enrolled in by an individual. Data collected shall include as a minimum:				
12.1	Program Name	4			
12.2	PO Name	4			
12.3	Agency Name	4			
12.4	Date plea entered	4			
12.5	Sanction level	4			
12.6	Sanction jail time	4			
12.7	Type of Program/Service (classroom, community service, work program, EMP by vendor); to include 4019 eligibility	4			
12.8	Service/class location	4			
12.9	Required attendance dates (with inclusive start and end dates)	4			
12.10	Days required in program	4			
12.11	Actual dates attended	4			
12.12	Status (completed, failed, not started, in-progress)	4			
12.13	Equipment serial number and unit type (for EMP equipment tracking - multiple unlimited)	4			
12.14	Notes:				
12.15	This information shall be accessible to participating agencies via the Internet using a windows based GUI interface. Using a County provided user ID and password, the agency can maintain the status of the individual's work program/community service.				
<b>13.0</b>	<b>Juvenile and Adult Revenue Recovery</b>				
13.1	As a minimum data collected shall minimally include by Revenue Services account number and person:				

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
13.1	Restitution owed and paid	4			
13.2	Balance owed and payment schedules with due dates, actual payment amounts and dates (payment information shall be importable from the County's CUBS system as defined in section 20.30).	4			Exception, the Actual Interface with CUBS is not included, however, the capability exists to create an interface. The pricing for the interface is not determinable based on information provided.
13.3	Date converted to a Civil Judgment	4			
13.4	Juvenile Traffic and Citation Hearing Restitution Collections (To be entered by Probation staff, not accessible through external systems)	4			It is possible to add any number of obligation types and invoice or otherwise charge the offenders.
<b>14.0</b>	<b>Generation of Form Letters/Reports in MS Word</b>				
14.1	The package shall have the capability of generating form letters or reports in MS Word.	4			
14.2	Using MS Word templates or a form generator (wizard), form letters and reports shall be generated using specific data stored with the package database. For example, the package shall be able to download MS Word files containing notices or reports (e.g., intake hearings, detention orders, petition and contest, probation reports) to the user's PC.	4			
14.3	Whenever a file has been generated a historical record of creation shall be maintained by the package.	4			
14.4	Reports should be able to show graphs, charts, or other graphical representations of data.	4			
14.5	The package will allow Form Letters/Reports, with the capability of utilizing data stored with the package database as explained in 14.2 above, to be added anytime subsequent to.	4			
<b>15.0</b>	<b>Imaging – Documentation</b>				
15.1	The package shall have the capability to scan hardcopy documents pertinent to each case, and store them for viewing by the probation users via a windows based GUI interface.	4			
15.2	The package shall have the capability to store multiple documents per case.	4			
	<b>Note:</b> The County does not require that scanned documents be processed with Optical Character Recognition (OCR) software.				
<b>16.0</b>	<b>Query and Ad Hoc Retrieval</b>				

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
16.1	The user shall have the capability to perform ad hoc queries using either simple or complex queries.	4			
16.2	Queries shall be constructed either using simple form filters, or by a query builder tool.	4			
16.3	The system will allow for ad-hoc reports to be created without requiring knowledge of programming languages.	4			
16.4	The system will allow for ad-hoc reports to be created using any of the fields of data related to a person or case.	4			
16.5	The system will have the capability to export caseload data and financial data to Microsoft Excel.	4			
16.6	The system will be able to direct reports to a workstation screen, file, network printer, or network e-mail account.	4			
<b>17.0</b>	<b>Standard Reporting</b>				
17.1	The package shall have the capability to generate reports via a report writer.	4			
17.2	The package should come with a set of standard probation reports.	4			
17.3	The package's report writer shall be flexible and easy enough to be used by a non-programmer for report development.	4			
17.4	Generated reports, as well as database fields shall be available to be previewed (read only) via MS Office, downloaded as an ASCII file to the user's PC, downloaded as an XML file to the user's PC, or printed out to hardcopy.	4			May be downloaded as XML, but not JXML until County specifies the details of the JXML schema it wishes to adopt.
17.5	All reports MUST be capable of producing information for current point in time or historical point in time.	4			
17.6	"Stock" reports shall be searchable by keyword for ease of access.	1			
17.7	As a minimum the following routine reports shall be supplied by the Probation Case Management Software package:				
17.8	Juvenile and Adult History	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
17.9 Field Supervision Face Sheet (to include: color digital mug shot, name, address, phone number (s), bio data of defendant/minor, file number, offense(s), DA case number (s), court case number (s), key terms of probation, current employer/school, assigned officer, hazards, pets, vehicle information, other household members).	4			
17.10 PO Caseload Tickler Report	4			
17.11 Intakes by PO	4			
17.12 Weekly Petition Filings (Juvenile). Preferably this shall be done by a report generator (wizard), but at a minimum document templates shall be used that incorporate information available in the database into the document.	4			
17.13 Monthly Regular and Special Case Reviews	4			
17.14 Cases Expiring Next Month By PO or By Minor or Adult ID	4			
17.15 Active Cases Past Termination Dates	4			
17.16 Caseload Activity Reports by Month	4			
17.17 Good Time/Credit for Time Served	1			No sentence calculation functionality is included, changes in release date must be manually entered.
17.18 Urine Analysis Reports (Imported via interface with the public health lab system as defined in section 20.41 or ability to attach a scanned document)	4			
17.19 Investigation Workload Report	4			
17.20 Supervision Officer Workload report (with sort options of Offenders by school, Offenders by zip code and Offenders by jurisdiction)	4			
17.21 Referral Workload Report	4			
17.22 CYA (Calif. Youth Authority) Commitment Report	4			
17.23 Group Home Placement Report	4			
17.24 Boot Camp Commitment Report	4			
17.25 Foster care report	4			
17.26 Juvenile out of county report	4			
17.27 Community Treatment facility Commitment Report	4			
17.28 Booking Statistics Report	4			
17.29 Referral and Disposition Statistical Reports	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
17.30	Referrals by Offense and Sex	4			
17.31	Referrals by Arresting Agency	4			
17.32	Reports by Petitions and Hearings	4			
17.33	Referrals by Zip Code	4			
17.34	Referrals by City	4			
17.35	Court Calendars	4			
17.36	Disposition (Minute) Order - Preferably this shall be done by a report generator (wizard), but at a minimum document templates shall be used that incorporate information available in the database into the document.	4			
17.37	Supervising Officers Roster	4			
17.38	Investigating Officers Roster	4			
17.39	State of California Mandated Report	4			
17.40	DOJ Mandated Reports	4			
17.41	Cases with Adult PO After Sentence Date	4			
17.42	W&I information for placement (300 W&I information)	4			
<b>18.0</b>	<b>System Architecture Requirements</b>				
18.1	The package shall be compatible with commercial relational databases (e.g., SQL Server, Oracle, or Sybase).	4			MS SQL 2005 Recommended.
18.2	The package shall run on a Microsoft 2000 platform.	4			Server must run on MS Server 2003; desktops may run on MS 2000 and later.
18.3	The application shall be compatible with PDAs operating on a Pocket PC OS (or similar).	1			
18.4	The application shall be Justice XML compliant.	4			Application is capable of exporting to a JXML data
18.5	Data entry in any given data set shall update that data set anywhere it appears in the application.	4			
18.6	There shall be sufficient security on the database that users can't change data while running queries and that only DBA's can make changes to the database outside the GUI.	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

Requirement	Response Code	Cost Included in Baseline	Additional Cost	Notes
18.8 In accordance with applicable State law, staff with a designated user level shall be able to expunge and/or seal records while maintaining the ability to retain statistical data associated with the offender.	4			
<b>19.0 Web-Access Requirements</b>				
19.1 The package shall be accessible via a standard windows based GUI interface, and shall have the capability to generate pages of information using Justice XML.	4			County must define JXML schema
19.2 The vendor must insure a minimum of 128-bit encryption of all data that is transmitted outside the El Dorado County CJS VPN.	4			
<b>20.0 External Systems Interface Requirements</b>				
The Probation Case Management System will require inquiry access into all associated and related systems/databases. The interfaces listed must be included in the initial implementation of any system, with any additional interfaces to be considered separately:				
20.1 Probation System to Sheriff System Basic demographic information, warnings/flags, and terms and conditions of probation from the package shall be sent over to an external sheriff records management system as records are updated.	2			Interface must be built.
20.2 Sheriff System to Probation System The package shall be able to accept cite and release, booking (including available demographic information), original custody time, and warrant information from the existing sheriff's records management system. The package shall allow internal database updates from an external source via ODBC as records are updated.	2			Interface must be built.
<b>Message Switch Access Requirements</b>				
20.3 The Probation Case Management System should have the ability to interface with the County Message Switch. The County Message Switch will provide the ability to access and inquire upon all databases provided by CLETS/NCIC.	2			Interface must be built

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
20.4	The interface to the County Message Switch shall allow single inquiry and update functions from within the Probation Case Management System. Data will be automatically stripped from the local system and sent to the County Message Switch for transmission to CLETS/NLETS/NCIC.	2			Interface must be built
	<b>The Probation Case Management System will require inquiry and update access to all databases provided by CLETS/NLETS/NCIC. These databases include but are not limited to:</b>				
20.5	DOJ Criminal Justice Information System (CJIS) El Dorado County Integrated Public Safety Systems	2			Interface must be built
20.6	Criminal History System (CHS)	2			Interface must be built
20.7	Wanted Persons System (WPS)	2			Interface must be built
20.8	Supervisory Release File (SRF)	2			Interface must be built
20.9	California DMV Files	2			Interface must be built
20.10	Automated Name Index (ANI)	2			Interface must be built
20.11	Driver's License File	2			Interface must be built
20.12	Vehicle Registration File	2			Interface must be built
20.13	Current NLETS/CPIC Message Keys	2			Interface must be built
20.14	NCIC Files	2			Interface must be built
20.15	Foreign Fugitive File	2			Interface must be built
20.16	U.S. Secret Service Protective File	2			Interface must be built
20.17	Boat Files	2			Interface must be built
20.18	Gun File	2			Interface must be built
20.19	Ability to accommodate future NCIC 2000 requirements for local message switching.	2			Interface must be built
20.20	Enhanced search capabilities				
20.21	New databases	2			Interface must be built
20.22	Photo and document transmission	2			Interface must be built
20.23	System/Database Access Requirements	2			Interface must be built
20.24	Ability to inquire (using terminal emulation) into all local and remote systems/databases.	2			Interface must be built

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
20.25	Ability to define "super inquiry" keys which would search all associated local and remote systems/databases (e.g. master name indexes, master vehicle indexes, warrants databases) with a single transaction.	2			Interface must be built
20.26	The package shall allow database read-only access via ODBC. In this way external applications like MS Access or Excel can access probation information. The package shall allow for the export of data to formatted or delimited ASCII files.	4			
20.27	Probation System to CA DOJ JCPSS – This package shall allow for one button transfer of required information from the Probation system into the California Department of Justice’s JCPSS database for mandated monthly reporting.	4			
20.28	Probation System to Identix This package shall allow for one button transfer of required demographic information from the Probation system into the Identix system. Required demographics include: name, aliases, address, city and state of residence, phone number, height, weight, hair and eye colors, place of birth, driver’s license number and social security number and probation file number.	2			Interface must be built
20.29	Probation System to Revenue Services (CUBS) The system shall provide the following as an event driven update transaction: basic demographic information (including any co-defendants who are jointly or severally responsible under the same order), Probation File Number, DA Case Number, Court Case Number, Social Security Number, Jail/JDF Identification Number, Number of Actual Days Served in Jail/JDF (when available), Date Ordered to Appear to begin serving sentence (from final order), updated job and financial ability to pay information, updated termination of probation date (early terminations), original fee amounts and fee dollar amounts to be cancelled (write-off adjustments), and any other fields from the Probation database deemed necessary for AB3000 compliance.	2			Interface must be built
20.30	Revenue Services to Probation	2			Interface must be built



**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
	<p>The system shall update through a regularly scheduled (not less than daily) process the following information: Revenue Services Client Account and Debtor Numbers, ability to pay background documentation, amounts owed by a Probation Client at client's final court order and showing current balances (including fines, fees, and restitution balances, and any other dollar judgments), payment schedules with due dates, actual payment amounts and dates and notification to the supervising Probation Officer when a probationer's offense related debts are no less than 20 days from conversion to a Civil Judgment in order to allow the Probation Officer to make contact with the probationer.</p>				
20.31	<p>Probation to the District Attorney Electronic notification of the failure of a client, who has an "Informal" grant of probation and is assigned to the DA's office by the Courts for supervision, to successfully complete a program resulting in a violation of the client's terms and conditions of probation as records are updated.</p>	2			Interface must be built
	<b>District Attorney to Probation</b>				
20.32	Police Report	2			Interface must be built
20.33	Original Complaint	2			Interface must be built
20.34	Amended Complaints	2			Interface must be built
20.35	Information regarding the Complaint	2			Interface must be built
20.36	Case Summary	2			Interface must be built
20.37	Chronological Case Notes	2			Interface must be built
20.38	Victim Information	2			Interface must be built
20.39	Information regarding Defendants priors (i.e., prior police reports, CDC record, behavior reports, etc.)	2			Interface must be built
20.40	Psychological information reports				
20.41	<b>Public Health Lab to Probation</b>	2			Interface must be built
	Complete UA reports				
<b>20.0</b>	<b>User Interface Requirements</b>				
20.1	The package will be accessed via the County's standard web browser (Internet Explorer 6).	4			
21.2	Screen design and layout should be easy to use and be highly navigable.	4			

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
21.3	Navigational buttons shall be present to allow the users to jump from one major function to another (e.g., intake to petition processing).	4			
21.4	Users should be able to use a navigational tree that will categorize probation forms/documents together (e.g., referrals, contacts, petitions, and assessments). Users can start with a top-level view showing the major categories or subject titles. The users can next "open up" category titles, which will then display a listing of form/document titles under that category.	4			
21.5	The user can access the actual form/document by clicking on the specific title.	4			
<b>22.0</b>	<b>Administrative Table Maintenance</b>				
22.1	The package shall maintain global reference information (e.g., California Penal Code) in vendor maintained tables.	4			
22.2	The package shall maintain departmental reference information (e.g., Probation Officer Names) in system administrator maintained tables.	4			
<b>23.0</b>	<b>PO Tickler</b>				
23.1	The package shall have the capability to set due dates on action items as assigned to a probation officer.	4			
23.2	Notification of past due items shall be either via email (section 24.0) or via browser window display.	4			
<b>24.0</b>	<b>E-mail Integration</b>				
24.1	The package shall have the capability of generating MAPI compliant email automatically (e.g., tickler notifications to probation officers).	4			
<b>25.0</b>	<b>Training</b>				
25.1	The vendor shall provide instructor led end user training for all end users.	4			Pricing was included for Train the Trainor, training all end users is available
25.2	The vendor shall provide instructor led system administrator training for all system administrators.	4			Pricing was included for Train the Trainor, training all end users is available
25.3	The vendor shall provide training materials and instructors to support a class size of 10 students.	4			Pricing was included for Train the Trainor, training all end users is available
<b>26.0</b>	<b>Supplied Personnel</b>				

**El Dorado County Probation Case Management System  
Exhibit A1 - Functional Requirements**

	<b>Requirement</b>	<b>Response Code</b>	<b>Cost Included in Baseline</b>	<b>Additional Cost</b>	<b>Notes</b>
26.1	Personnel supplied by the vendor shall be fully qualified and trained in the application's operation. The vendor shall identify a program manager, who will be the primary point of contact with the County.	4			
<b>27.0</b>	<b>Place of Performance</b>				
27.1	All training shall be done at the Probation Department's training facility. Programming required for completion of Probation Case Management Software package delivery can be accomplished at either the vendor site or at a County site. Product delivery, installation, testing and acceptance shall be coordinated through the Probation Department's IT staff in their facilities.	4			
<b>28.0</b>	<b>Schedule</b>				
28.1	The actual delivery schedule shall be submitted with the first deliverable, a project implementation plan. However, in general, the initial implementation shall be within 12 months of award.	4			
<b>29.0</b>	<b>Help Desk Support</b>				
29.1	The vendor shall provide staffed telephone and/or email help desk support. Coverage shall be for Monday – Friday, 7am – 5pm Pacific Standard Time. Should staff assigned to this support function be unable to provide immediate assistance, vendor technical staff shall respond no more than one hour after the County's initial call for support.	4			
29.2	During weekends and after regular business hours the vendor shall supply pager access to technicians.	4			
29.3	After hours pager response times from when a trouble call is made to when a Vendor's technician responds shall not exceed 1 hours.	4			
<b>30.0</b>	<b>Application Maintenance and Upgrade Support</b>				
30.1	The vendor shall provide application maintenance, which includes minor product enhancements. The vendor shall make available to the County subsequent major product upgrades.	4			

---

## EXHIBIT A-2

# County of El Dorado Case Management System Function Requirements - Revenue Recovery System

AutoMon will provide to the County its propriety case management application for community based corrections agencies, Caseload Explorer V 3.5.120060312 or later, configured to its California standard release, including modules for Adult Probation, Juvenile Probation, Juvenile Institutions, and Accounting. In addition to meeting the requirements set forth below, the application will contain the screens, data attributes, defaults, reports, JCPSS interface and such other features and functionality as have been demonstrated to the County by AutoMon, and/or have been delivered by AutoMon as part of its standard application configuration to other counties in the State of California for use by Probation Departments as of the date of delivery to the County.

### 1. Purpose

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

### 2. Revenue Recovery

The Revenue Recovery System shall enable account setup, facilitate calculation of amounts owing, and track all payments made by probationers. The system will include the ability to:

- Track the amount of fines, fees, and restitution for probationers.
- Track joint and several liabilities with co-defendants.
- Track actual payment amounts, types and dates made.

### 2.1 Data Elements

The Revenue Recovery System will enable the collection of the following data elements:

#### Amounts Ordered – Fines, Fees and Restitution

- Probationer
- Case Number
- Date Ordered
  
- Fine Type
- Description
- Amount Ordered
- Payee Owed
- Payee Reference

#### Cash Receipts – Payment Amounts, Types, and Dates

- Receipt Number
- Probationer
- Collected By

- 
- Date Collected
  - Entered By
  - Total Amount Collected
  - Payment Method (Cash, Check, Money Order)
  - Account Credited

In addition to the above Cash Receipts data elements, the system will allow for payments to be disbursed to multiple fines, fees and restitution amounts ordered for a probationer and will require full and accurate allocation of the total payment amount.

- **Account Adjustments**
- Probationer
- Entered By
- Date Entered
- Adjustment Type (Adjustment, Write Off)

#### **Payee Information**

- First Name
- Last/Business Name
- Attention
- Address
- City
- State
- Zip
- Phone
- Payee Notes
- Hold All Payee Checks YN

### **3. Reports**

The Financial module of the Licensed Software (Revenue Recovery System) shall have the capability to generate reports via a report writer. Generated reports shall be available to be previewed via the web browser, or printed out to hardcopy.

#### **3.1 The following reports shall be included in the Revenue Recovery System:**

- Adjustments Journal
- Balance Per Category
- Cash on Hand
- Cash Receipts Journal
- Category Count
- Delinquency Report
- Journal Voucher
- Monthly Receipts/Disbursements
- Monthly Probationer Statements
- Negative Balances
- Probationer Account History

- 
- Receipt Report
  - Refund Report
  - Restitution Payee Checks
  - Tax Intercept Letters

### **3.2 Generation of Form Letters/Reports in Microsoft Word**

The package shall have the capability of generating form letters and reports in Microsoft Word. Using Microsoft Word templates, form letters shall be generated using specific data stored with the package database. For example, the package shall be able to download Microsoft Word files containing notices or reports, e.g., intake hearings, detention orders, petition, probation reports, to the user's PC. Whenever, a file has been generated, a historical record of creation shall be maintained by the package.

### **3.3 Electronic Interfaces**

- Franchise Tax board Transmittal

### **3.3 Imaging - Documentation**

The Licensed Software shall have the capability to scan hardcopy documents pertinent to each case, and store them for viewing by the probation users via a Web browser as a part of the case management/institution management/district attorney modules. Each document scanned shall be indexed by at least the following fields: name, DOB, probation case number, court case number, and date of document. The package shall have the capability to store multiple documents per case

### **3.4 Photo Imaging**

The Licensed Software shall have the capability to store and display photos pertinent to each case, and store them for viewing as a part of the case management/institution management/district attorney modules via a Web browser. The package shall the capability to store multiple photos per case.

### **3.5 Standard Reporting**

The Licensed Software shall have the capability to generate reports via a report writer. The package should come with a set of standard probation reports. Generated reports shall be available to be previewed via the Web browser, saved to file, or printed out to hardcopy. As a minimum the following routine reports shall be supplied by the Licensed Software:

- Juvenile and Adult History
- Probation Officer Caseload Tickler Report
- Active Cases Past Termination Dates
- Caseload Activity Reports by Month

### **Drug Test Reports**

- Booking Statistics Report
- Disposition Report
- Supervising Officers Roster
- Investigating Officers Roster

- 
- Warrant report
  - Inmate population by 1) unit/date order; 2) unit/name order; 3) gender/name order
  - Institution Population Reports
  - Detention Daily Population Report
  - Supervision Caseload Report
  - Juveniles by School Report
  - Care & Maintenance Billing Report
  - Alpha List Report
  - State Mandated Reports:
    - California Department of Justice JCPSS Mandated Interfaces
    - California Standards Authority Quarterly and Monthly Juvenile Hall Statistics
    - Juvenile Hall Overcrowding Assessment Report

### **3.6 Administrative Table Maintenance**

The Licensed Software shall maintain reference information, e.g., UCC, probation officer names, within user maintained tables.

### **3.7 Probation Officer Activities**

The Licensed Software shall have the capability to set due dates on action items as assigned to a probation officer. Notification of past due items shall be either via e-mail (paragraph 3.25) or via browser window display.

### **3.8 Incorporation of new mandates**

The Licensed Software shall have the ability to incorporate newly mandated requirements by governing agencies.

## EXHIBIT B



### Caseload Explorer – Probation, Pretrial and Parole Recommended System Requirements (11/22/2005)

Each organization will maintain their own data backup strategy, up to date antivirus software on servers and desktops and other security procedures consistent with local conventions.

<b>User workstation requirements:</b>	
<ul style="list-style-type: none"> <li>• Pentium 4, 512 MB RAM</li> <li>• Microsoft Windows 2000 Professional or later</li> <li>• Microsoft Word software is required to generate documents within the system. Microsoft Word 2000 or later are supported. During 2006, new functionality may require a new release.</li> <li>• Internet Explorer 6.0 or later</li> </ul>	
<b>Server Requirements by Number of Users</b>	
<b>1 to 6 Users:</b> Database server and web server may reside on the <b>same</b> machine.	
<ul style="list-style-type: none"> <li>• Pentium 4 (3.0 GHz processor)</li> <li>• 2 GB RAM</li> <li>• 20 GB Disk</li> <li>• Microsoft Windows Server 2003 Operating System</li> <li>• Microsoft SQL Server 2000 or 2005 Single Processor license</li> <li>• Microsoft .Net Framework v2.0 and SQL Reporting Services</li> </ul>	
<b>7 to 20 Users:</b> Database and web server <b>may</b> reside on the <b>same</b> machine. Please note, however, that at the upper end of this range some customers may see performance degradation at heavy use times. Such agencies should consider separating the web server and database server onto separate computers. See Web Server specs below.	
<ul style="list-style-type: none"> <li>• Dual Core Intel® Xeon™ Processor, 2x2MB Cache, 2.8GHz, 800MHz FSB (similar to Dell PowerEdge 2800)</li> <li>• 4 GB RAM</li> <li>• 40 GB Disk</li> <li>• Microsoft Windows Server 2003 Operating System</li> <li>• Microsoft SQL Server 2000 or 2005 Single Processor license</li> <li>• Microsoft .Net Framework v2.0 and SQL Reporting Services</li> </ul>	
<b>20 to 50 Users:</b> Database and web server are on <b>separate</b> machines.	
<b>Database Server</b>	<ul style="list-style-type: none"> <li>• Dual Core Intel® Xeon™ Processor, 2x2MB Cache, 2.8GHz, 800MHz FSB or Two Intel® Xeon™ processors at 3.0GHz/2MB Cache, 800MHz FSB (similar to Dell PowerEdge 2800)</li> <li>• 8 GB RAM</li> <li>• 73 GB Disk</li> <li>• Microsoft Windows Server 2003 Operating System</li> <li>• Microsoft SQL Server 2000 or 2005 Multi-Processor license</li> <li>• Microsoft .Net Framework v2.0 and SQL Reporting Services</li> </ul>



<b>Web Server</b>	<ul style="list-style-type: none"> <li>• Pentium 4 (3.0 GHz processor) or Dual Core Intel® Xeon™ Processor, 2x2MB Cache, 2.8GHz, 800MHz FSB</li> <li>• 4 GB RAM</li> <li>• 20 GB Disk</li> <li>• Microsoft Windows Server 2003 Operating System</li> </ul>
<b>50 to 250 Users:</b> Database and web server are on <b>separate</b> machines.	
<b>Database Server</b>	<ul style="list-style-type: none"> <li>• 4 Xeon processors</li> <li>• 16 GB RAM</li> <li>• 250+ GB Disk</li> <li>• Microsoft Windows Server 2003 Operating System</li> <li>• Microsoft SQL Server 2000 or 2005 Multi Processor license</li> <li>• Microsoft .Net Framework v2.0 and SQL Reporting Services</li> </ul>
<b>Web Server</b>	<ul style="list-style-type: none"> <li>• Dual Intel® Xeon™ processor at 3.0GHz/2MB Cache, 800MHz FSB or Dual Core Intel® Xeon™ Processor, 2x2MB Cache, 2.8GHz, 800MHz FSB (similar to Dell PowerEdge 2800)</li> <li>• 8 GB RAM</li> <li>• 73 GB Disk</li> <li>• Microsoft Windows Server 2003 Operating System</li> </ul>
<b>250+ Users:</b>	
<p>Depending on the number of users and the intended use, this configuration may consist of single or multiple database servers and web servers. Further, the use of a data warehouse for reporting may be recommended. Hardware, systems software, operating system changes may be appropriate depending on implementation. Caseload Explorer may be scaled to handle large user populations using Microsoft Clustering Services on Enterprise versions of SQL Server 2005 and Windows 2003 Datacenter Edition.</p>	

---

## **EXHIBIT C**

### **TRAINING**

The following shall be provided by AutoMon as part of the license and services price of the Licensed Software:

Prior to the system going live, training (approximately 10 days) will be provided to designated employees of the El Dorado County Probation Department. Training is performed onsite and is a hands-on format that will require a classroom setup provided by the County.

Sessions will include, but not be limited to, the familiarity with screen navigation, data entry, report generation, and overall system functionality. Additionally, the Database Administrator will be trained in overall management of the Licensed Software.

If the County requires training in addition to the above for any reason, AutoMon agrees to make it available at the rate of \$135 per hour.

---

## EXHIBIT D

### REMOTE ACCESS POLICY

#### 1. Background

This policy applies to all El Dorado County employees, contractors, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing remote services to access the El Dorado County network. This policy applies to all implementations of remote access that are directed through a VPN Concentrator, firewall-to-firewall access, or dial-up service to access County network resources.

#### 2. Purpose

The purpose of this section is to provide guidelines for remote access connections to the El Dorado County network using Virtual Private Network (VPN), firewalled access, and/or analog or digital dial-up services.

#### 3. Policy

Approved El Dorado County employees and authorized third parties (customers, contractors, vendors, etc.) may utilize the benefits of remote access, which is a "user managed" service. This means that the user will be responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees. When connecting to County hosted remote access services, the employee and his or her department are responsible for any and all toll charges associated with the use of remote access equipment.

- It is the responsibility of employees with remote privileges to ensure that unauthorized users are not allowed access to El Dorado County internal networks.
- Remote access use is to be controlled using either a one-time password authentication, such as a token device, or a public/private key system with a strong password and/or pass-phrase of no less than a unique combination of eight alphanumeric characters.
- When actively connected to the County network through dial-up services, all other connections to non-County networks will be disconnected.
- Remote access accounts will be created and managed by the El Dorado County Information Technologies department.
- All computers connected to El Dorado County internal networks via remote access must use up-to-date anti-virus software and properly patched operating systems, browsers and applications.
- Remote access users will be automatically disconnected from El Dorado County's network after thirty minutes of inactivity. The user must then logon again to reconnect to the network.

- 
- VPN connectivity will be through approved client software as defined by the El Dorado County Information Technologies Department.
  - By using remote access technology with personal equipment, users must understand that their machines are a de facto extension of El Dorado County's network, and as such are subject to the same rules and regulations that apply to El Dorado County-owned equipment, and their machines must be configured to comply with the security policies and standards of El Dorado County.

---

## EXHIBIT E

### HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or E PHI be in compliance with the Privacy and Security Rule or other applicable law;

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

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
    - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill

---

any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
  - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
    - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- 
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
  - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
  - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
  - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that County would be prohibited from making.

- 
5. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
  - D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
  - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
  - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminated this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.



---

(2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.

Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts – any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 6/18/06

Dated: 6-12-06

Signed: 

Tom Jones  
President & CEO  
AutoMon Corporation

Signed: 

Joseph S. Warchol, II  
Probation Department  
El Dorado County

# EXHIBIT "F"



## COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

### BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.
  - (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. \* If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 5 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances:
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 6 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 7 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

- (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

- a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 9 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 11 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 12 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 13 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 14 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.