Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**") is entered into between Journal Technologies, Inc., a Utah corporation ("JTI") and the County of Shasta, a political subdivision of the State of California, ("Client"), through its District Attorney's Office ("DA") and Probation Department ("Probation") (collectively, the "Parties" and individually a "Party") for the purpose of providing case management software and related services.

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

1.   DEFINITIONS

1.1   "**Application Administrator**" is the designated employee(s) or contractor(s) of the DA responsible for managing the eProsecutor case management system, and of Probation responsible for managing the eProbation case management system. This role includes communicating with JTI staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2   "**Customer Data**" means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3   "**Deliverable(s)**" means one or more items (which may include software, services or other items) to be delivered by JTI to Client pursuant to this Agreement.

1.4   "**Go Live**" has the meaning ascribed to such term in the License Agreement.

1.5   "**License Agreement**" means that certain Software License, Maintenance and Support Agreement entered into by JTI and Client concurrently herewith as such agreement may be amended from time to time pursuant to the terms thereof (the "License Agreement").

1.6   "**Licensed Software**" has the meaning ascribed to such term in the License Agreement.

1.7   "**Project**" means each project undertaken by JTI pursuant to Section 2 of this agreement and described in a Statement of Work. Each separate Statement of Work shall be referred to as a Project.

1.8   "**Service Fees**" means the fees to be paid by Client for Services, as set forth in Pricing attached hereto as Exhibit A for the initial Services.

1.9   "**Services**" means those services provided by JTI to Client under this Agreement.

1.10　"**Statement of Work**" means a statement of work, prepared and executed pursuant to the provisions of Section 2 of this Agreement.

.11　"**System Acceptance**" means formal acceptance of all Deliverables that constitute a Project as defined in Section 1.7, which acceptance Client shall either signify by (i) providing a final acceptance certificate at the time of or prior to Go Live for each Project or (ii) by deciding to Go Live for each Project. Each Project will have its own individual System Acceptance and Go Live dates, which shall be independent of one another. For the avoidance of doubt, Client's decision to Go Live with a given Project, whether or not accompanied by an executed formal acceptance certificate, shall constitute System Aceptance and signify Client's acceptance of that Project and upon the occurrence of Go Live of that Project JTI shall be deemed to have satisfied its performance obligations with respect to that Project. Unless otherwise agreed to by the parties in writing, System Acceptance for each Project shall occur no later than Go Live for that Project.

2.　SERVICES

2.1　Projects. JTI agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2. The Probation Statement of Work is attached hereto as Exhibit B and incorporated herein. The DA Statement of Work is attached hereto as Exhibit C and incorporated herein.   All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statements of Work, and any other guidelines agreed upon in writing by JTI and Client.

2.2　Project Requests. If Client requests that JTI provide Services to Client other than those expressly set forth in this Agreement, Exhibit A, Exhibit B or Exhibit C hereto, Client shall submit a reasonably detailed Project request to JTI. JTI shall have the right to request additional details about the proposed Project described in the Project request. If JTI believes that it can provide the requested Services, within a commercially reasonable time, JTI shall submit a proposed Statement of Work to Client.

2.3　Procedure for Agreement upon Statements of Work.

2.3.1　Statement of Work. Upon Client's receipt of a proposed Statement of Work, JTI and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2　Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.   Notwithstanding any other provision of this agreement, the County Executive Officer is authorized to sign any Statement of Work under this agreement.

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

overall cost of a Project. Notwithstanding any other provision of this agreement, the County Executive Officer is authorized to sign amendments for any Statement of Work under this agreement.

2.5 JTI's Employees; Indemnification Generally.

2.5.1 JTI shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client.

2.5.2 JTI shall procure all business permits necessary to perform under this Agreement and pay all related fees.

2.5.3 To the fullest extent permitted by law, but subject to the limitations of Section 5 ("Limitations on Liability") JTI shall indemnify and hold harmless Client, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by JTI, or by any of JTI's subcontractors, JTIbut only in proportion to and to the extent such claims, suits, actions, costs, expenses, damages, judgments, or decrees were caused by the negligence or willful misconduct of JTI, and except to the extent any such claims, suits, actions, costs, expenses, damages, judgments, or decrees arose or resulted from, or were caused by or contributed to by, the negligence of the Client or its officers, officials, agents or employees . JTI shall also, at JTI's own expense, defend the Client, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against Client, its elected officials, officers, employees, agents, and volunteers, arising from the negligence or willful misconduct of JTI, or any of JTI's subcontractorsJTI, except to the extent any such claims, suits, actions or precedings arose or resulted from, or were caused by or contributed to by, the negligence of the Client or its officers, officials, agents or employees. JTI shall also defend and indemnify Client for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless Client solely with respect to JTI's "independent contractor" status that would establish a liability on Client for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment, as a result of JTI's failure to qualify for or maintain such "independent contractor" status vis a vis the Client.

2.6 Status Reporting. JTI will work with the client's project managers to jointly provide project status reports to Client management on a regular basis, or a frequency otherwise agreed upon by Client. JTI shall assign a project manager to Client, and shall notify Client within a commercially reasonable timeframe of any changes to project managers throughout the term of this agreement. Client reserves the right to reject any project manager assigned by JTI and request a replacement.

2.7 Status Meetings. JTI shall hold periodic status meetings which may take place in person or via conference call or videochat with Client management in order to review the status of JTI activities.

2.8   Record Keeping and Inspection.

2.8.1   JTI shall maintain all financial data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. Except where longer retention is required by federal or state law, JTI shall maintain all records for four (4) years after Client makes final payment hereunder Upon reasonable notice, and during JTI's normal business hours, JTI shall provide to Client or to any federal or state entity with monitoring or reviewing authority access to such records to the extent necessary to determine compliance with relevant state or federal law.

2.9   Go Live. Upon the occurrence of System Acceptance of the Licensed Software for a Project, which shall occur at the time of or prior to Go Live for that Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable functionality requirements therefor. In addition, except and to the extent otherwise expressly set forth in a writing signed by both parties in connection with such System Acceptance, all other obligations of JTI under this Agreement shall be deemed satisfied with respect to such Project. For the avoidance of doubt, Client's decision to Go Live with a given Project, whether or not accompanied by an executed formal acceptance certificate, shall constitute System Aceptance and signify Client's acceptance of that Project and upon the occurrence of Go Live of that Project JTI shall be deemed to have satisfied its performance obligations with respect to that Project. Notwithstanding the foregoing, and for the sake of clarity, any license, maintenance, and support obligations set forth in the License Agreement shall continue as set forth in the License Agreement.

2.10   Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all non-customer data, materials, Deliverables and other products developed by JTI under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of JTI, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement. All Customer Data in the system shall be and remain the sole and exclusive property of Client.

3.   WARRANTIES

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

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

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

4.   PAYMENT

4.1   Fees. Service Fees shall be payable for the Services provided by JTI (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement including, but not limited to, installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by JTI to Client in accordance with JTI's normal billing practices at the time, on a time-and-expense basis, with hourly rates at then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for all Services for the Licensed Software shall become due and payable upon System Acceptanceof the Licensed Software for each applicable Project, which shall occur at the time of or prior to Go Live for each Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to JTI are the responsibility of the Client.

4.2   Mailing Addresses for Client's Invoices. JTI shall submit to Client an itemized statement or invoice of services rendered. Invoices/Statements shall be mailed to each department and statements or invoices for those departments shall identify the services provided to those respective departments, as follows:

eProbation (Shasta):   Shasta County Probation
                       2684 Radio Lane, Redding, CA 96001

eProsecutor (Shasta): Shasta County District Attorney
                       1355 West Street, Redding, CA 96001

5.   LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JTI. IN NO EVENT SHALL JTI'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JTI.

6. CONFIDENTIALITY

6.1 <u>Client's Responsibilities</u>. To the extent permissible by law, Client hereby agrees that (i) all materials received from JTI under this Agreement are the confidential and proprietary information of JTI, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of JTI, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify JTI. Client shall reasonably cooperate with JTI in preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by JTI to protect its proprietary rights. However, nothing in this agreement shall obligate the Client to be a party to any litigation.

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

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

6.4 <u>Exclusions</u>. The provisions of this <u>Section 6</u> shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of JTI or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to JTI or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by JTI or Client, as the case may be, outside the scope of this Agreement or (v) that JTI or Client, as the case may be, is required to disclose by law or legal process including, but not limited to, disclosure pursuant to the California Public Records Act (Govt. Code §§6250, et seq.).

7. TERM AND TERMINATION

7.1 <u>Term</u>. The term of this Agreement shall commence as of the last date it has been signed by both Parties and shall end upon System Acceptance, which shall occur at the time of or

prior to Go Liveor as otherwise terminated in accordance with the terms of this Section 7. Notwithstanding the foregoing, Client shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. Client shall notify JTI in writing of such non-appropriation at the earliest possible date.

7.2   Term of Statements of Work. Each Statement of Work shall commence on the date of execution of such Statement of Work and shall continue in full force and effect thereafter until terminated in accordance of the provisions thereof or until the Services required have been provided and paid for. Each Statement of Work shall terminate as of the date of System Acceptance, which shall occur at the time of or prior to Go Live of the Projects described in each Statement of Work. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services

7.3   Termination by JTI.

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

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

7.4   Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to JTI (except as specified in Section 7.5 below) if JTI commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to JTI of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if JTI files a petition of any type as to its bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business involuntarily.

7.5   Effect of Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such notice of termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay JTI's fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work

product of JTI produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in <u>Section 6</u> shall survive the termination of this Agreement

      7.6   <u>Termination Without Cause</u>. Client shall have right to terminate this agreement without cause upon sixty (60) days' prior written notice. Such termination without cause shall not affect any rights and/or obligations of the parties which arose prior to the effective date of termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay JTI's fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of JTI produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 shall survive the termination of this Agreement.

8.   GENERAL

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

      8.2   <u>Notice</u>. Unless otherwise stated in this agreement, any written or oral notices on behalf of the Client as provided for in this agreement may be executed and/or exercised by the County Executive Officer, the District Attorney or the Chief Probation Officer. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To JTI: Journal Technologies, Inc.
                              915 East First Street
                              Los Angeles, CA 90012
                              Attention: Maryjoe Rodriguez, Vice President

                              With a copy (which shall not constitute notice) to:
                              Stubbs Alderton & Markiles, LLP
                              15260 Ventura Blvd, 20th Floor
                              Sherman Oaks, CA 91403
                              Attention: Scott Alderton

To Client: Shasta County Administration
                              1450 Court Street, Suite 308A

Redding, CA 96001
Attention: Matthew Pontes, County Executive Officer
Phone: 530-225-5561

With copies (which shall not constitute notice) to:

Shasta County Information Technology
1450 Court Street, Suite 124
Redding, CA 96001
Attention: Tom Schreiber, Chief Information Officer
Phone: 530-225-5273

Shasta County District Attorney
1355 West Street
Redding, CA 96001
Attention: Stephanie Bridgett, District Attorney
Phone: 530-245-6300

Shasta County Probation
2684 Radio Lane
Redding, CA 96001
Attention: Tracie Neal, Chief Probation Officer
Phone: 530-245-6200

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

8.4   Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that JTI may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5   Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

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

8.6   Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Any such mediation shall occur in Sacramento, California or another location agreed to in writing by the Parties. The parties shall meet and confer regarding the selection of the mediator. If the parties are unable to agree to a mediator, then there shall be no obligation to mediate. If a mutually agreeable mediator is selected, the mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.7   Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within twenty (20) days of the indemnified party's receipt of notice of service of process of any complaint for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.8   Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, pandemics or epidemics.

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

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

8.10   Insurance Coverage.

8.10.1. Without limiting JTI's duties of defense and indemnification, JTI and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than $1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

8.10.2. JTI and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover JTI, subcontractor, JTI's partner(s), subcontractor's partner(s), JTI's employees, and subcontractor'(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by JTI or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Client, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. JTI hereby certifies that JTI is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and JTI shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

8.10.3 JTI shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million per occurrence.

8.10.4 Without limiting any of the obligations or liabilities of JTI, JTI shall carry and maintain Cyber and Privacy Liability insurance with limits of not less than $1,000,000 for each occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

8.10.5 JTI shall require subcontractors to furnish satisfactory proof to Client that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of JTI pursuant to this agreement.

8.10.6 With regard to all insurance coverage required by this Agreement:

(1)   Any deductible or self-insured retention exceeding $25,000 for JTI or subcontractor shall be disclosed to and be subject to approval by the Client Risk Manager prior to the effective date of this Agreement.

(2)   If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, JTI or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above,

JTI or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.

(3)   All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Client, its elected officials, officers, employees, agents, and volunteers as additional insureds.* In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Client as soon as reasonably practicable. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

(4)   Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

> "Separation of Insureds.
>
> > Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
> >
> > a.   As if each Named Insured were the only Named Insured; and
> >
> > b.   Separately to each suit insured against whom a claim is made or suit is brought."

(5)   JTI shall provide Client with an endorsement or amendment to JTI's policy of insurance as evidence of insurance protection before the effective date of this Agreement.

(6)   The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, JTI shall provide Client, at least 20 days prior to said expiration date (except that for cancellation due to non-payment of premium, JTI's notice to Client shall be made as soon as reasonably practicable after JTI receives notice from its insurer) a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event JTI fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days

of the expiration of the endorsement or policy amendment in effect at inception of this agreement, Client may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

(7)   If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, JTI shall provide Client a certificate of insurance reflecting those limits.

(8)   Any of JTI's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Client.

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

8.12   <u>Counterparts</u>. This Agreement and any Statement of Work may be executed simultaneously in one or more counterparts, by the exchange of non-electronic signatures by facsimile or PDF, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Client and JTI have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date:_____   _____
                                       MARY RICKERT, CHAIR
                                       Board of Supervisors
                                       County of Shasta
                                       State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By:_____
            Deputy

Approved as to form: RISK MANAGEMENT APPROVAL
RUBIN E. CRUSE, JR
County Counsel
                                       By: _____
_____   James Johnson
By: James R. Ross   Risk Management Analyst III
Assistant County Counsel

INFORMATION TECHNOLOGY

_____
By: Tom Schreiber, Chief Information Officer

JOURNAL TECHNOLOGIES, INC.:

By: _____   Date: _____

Printed Name and Title: _____

Tax ID: _____

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

PRICING PROPOSAL
(excluding license, maintenance and support fees)

	One-Time Cost
District Attorney –	
Professional services	
Implementation services	$ 160,000
Interfaces	60,000
Conversion	65,000
	$ 285,000
Probation –	
Professional services	
Implementation services	$ 160,000
Interfaces	80,000
Conversion	15,000
	$ 255,000
Total –	
Professional services	
Implementation services	$ 320,000
Interfaces	140,000
Conversion	80,000
	$ 540,000

Notes -

The data conversion fees represents the cost to convert the Client's legacy data listed below. Interfaces and data conversions included herein shall be as set forth below in accordance with the initial Statements of Work attached to the Professional Services Agreement. Any additional interfaces and conversions will be done pursuant to subsequent Statements of Work with additional costs. If Spillman and Odyssey interfaces remain in scope of the Projects, notwithstanding any other provisions of this Agreement System Acceptance and Go Live (and payment of implementation fees set forth in this Exhibit A) shall not be contingent upon completion of such Spillman and Odyssey interfaces.

The interfaces require a willing and capable data exchange partner at agencies with which the Client wishes to interface. For interfaces that require cooperation of any third party contractors, the Client shall be responsible for ensuring the good faith cooperation of such other contractors. Any delays or complications with such interfaces due to a lack of cooperation from such other contractors shall be deemed the responsibility of Client.

Interfaces:	Document, Images and/or Data Conversion:
District Attorney	**District Attorney**
• Spillman - $30,000*	• JALAN - $35,000
• Odyssey - $30,000*	• Apricot $30,000
• eProbation – No Cost	
• Active Directory – No Cost	
• SMTP Mail Server – No Cost	**Probation**
Probation	• JALAN - $15,000
• Spillman - $30,000*	
• Odyssey - $30,000*	
• Noble Assessments - $20,000	
• eProsecutor – No Cost	
• Active Directory – No Cost	
• SMTP Mail Server – No Cost	

* Two-way interface from Spillman to eProsecutor based on the current data exchange to JALAN. The cost for the Spillman and Odyssey interfaces presumes such interfaces will entail two (2) data exchanges. If the interfaces entail more than two (2) data exchanges, each additional data exchange would raise the cost of a given interface an additional $15,000.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal Technologies has prepared this Exhibit A on the assumption that Client is exempt from federal excise taxes and without the inclusion of any California or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate. JTI's current hourly rate for such services is $175 for remote services and $350 for onsite services

STATEMENT OF WORK

Shasta County Probation

Table of Contents

Section 1 – Introduction

JTI will make the Licensed Software available as described in the License Agreement.

This Statement of Work describes the services JTI will perform prior to Go Live. System Acceptance by the Probation prior to Go Live is required before any payment is requested.

Section 2 – Project Scope

The Case Management System solution will consist of a single instance of eProbation, which shall include a "Production" environment, as well as a "Test/Training" environment (or "Auxillary" environment) of eProbation and eProbation Public Portal. The solution includes the implementation services JTI will perform related to the installation and configuration of the system to accomplish the business needs of Probation. The system shall be fully functional and ready for active use in a paper-less courtroom environment at Go Live. The system solution shall be managed and maintained by JTI pursuant to the terms and conditions of the Agreement.

eProbation is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. JTI will work with designated Probation project managers and Probation Application Administrators to integrate eProbation with the business practices of Probation to accomplish Probation's business needs.

The eProbation system will be **configured** to support the business process needs of the following divisions:

- Shasta County Probation Department
  - Adult Division
  - Juvenile Division
  - Juvenile Rehabilitation Facility
  - Community Service

Each division contains multiple, diverse units whose business processes will be included within the scope of the project.

In addition, the following **interfaces** will be created between the eProbation system and the following systems:

- Spillman (Shasta County's Law Enforcement CMS)

- Shasta County Court's Case Management System

- eProsecutor (Shasta County District Attorney)

- Noble (if a replacement case plan/assessment option is not available)

- Shasta County's Active Directory (for User Access Management)

- Shasta County's SMTP Mail Server (for system-generated emails)

The ability for external agencies to provide data for interfaces will be determined during the project and will define the scope of the interfaces. JTI and the Probation's project team will work with the external agencies to determine the capabilities of the external agencies' systems to provide and consume data. This information will be used to define the automation needed to generate and consume data for each interface.

The following case management **databases will be converted**:

- JALAN – conversion will include data, documents, and images.

Section 3 – Project Implementation

After the initial project planning meetings, configuration will be accomplished using the following stages.

1. Case Structure
2. Financial Structure (Limited)
3. Document Templates
4. Processes
5. Environment Set Up
6. Data Conversion / Interfaces
7. Searches and Reports
8. eProbation Public Portal
9. Security
10. Deployment

Significant assistance by Court IT staff, and Application Administrators are required to convert the data and files from the existing system as well as configuring any data sharing interfaces. To convert data from legacy systems the data conversion team will need help from the Court IT staff and subject matter experts to understand how the current data structure is being used. Typically, decisions must be made about whether some data should be moved, truncated, or deleted from the conversion if the eProbation data structure is unable to accommodate the data. Assistance from the Probation partners and subject matter experts will be needed to understand how data should be moved between systems via interfaces and what business processes will need to be configured to generate data for and consume data from interfaces.

JTI will work with Probation Staff to develop a data conversion and interface plan to convert all legacy data and create the interfaces included in the contract.

JTI follows an iterative process for system configuration and implementation which is described in the following sections. Addendum 1 - Summary Project Work Plan is attached to this document and outlines the typical requirement and configuration items that will be addressed during the project.

3.1 Case Structure

In the Case Structure stage, JTI will work with Probation's implementation team to identify the data elements needed to modify the "baseline" eProbation configuration to make sure all necessary data is set up to be tracked in the system. Meetings will be conducted on site and online as mutually agreed by the Probation and JTI project managers. As new data elements are identified they will be added as tasks to the JTI issues management system and tracked. In lieu of a configuration specification document, a status report of the tasks will be provided every two weeks.

During the Case Structure stage, a "Conference Room Pilot" (or "sandbox") system will be used to demonstrate the "baseline" configuration. The Probation's existing and desired functionality will be compared to the "baseline" and the configuration tasks will be based on the differences.

Case Structure configuration will consist of the following:

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

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

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

4. Document Codes
   - JTI will train Probation on Document Definition values, and will provide a mapping spreadsheet for the Probation to map its existing values to the starting point configuration values, and add values that it wants to add to the configuration.
   - Probation will provide its document values for each case type

- JTI will load/update the document values into the System configuration

5. Case Screens (ie: Folder Views)
   - Probation will enter complete case files into eProbation
   - Probation will analyze the cases and determine if the right data is appearing in the case screens, and make note of potential changes
   - Probation and JTI will discuss any potential changes and determine whether changes should be made
   - Probation will report in the Jira system any approved updates to the folder views
   - JTI will make changes

Probation will test and either approve or request updates; repeat until complete.

3.3   Document Templates

Document templates are created using Microsoft Word add-ins. The Probation shall provide documents in an electronic format (preferably Microsoft Word) from which JTI will configure the document templates to be used in eProbation.

Document Template configuration will consist of the following:

- Probation will review its document templates (forms) that are currently used and determine which can likely be merged or are unused.
- Probation will provide list of document templates, including samples
- JTI will train Probation in document templates configuration
- JTI and Probation will compare inventory of documents with those already configured
- JTI will configure documents; Probation may assist
- Probation will test and approve templates

3.4   Processes

eProbation's business rule and workflow manager will be utilized to automate the standard processes of the Probation. This may include automated notifications, work queues, time standards and scheduling.

Process configuration will consist of the following:

- Probation will provide as-is processes, and any to-be processes it may already have prepared, to JTI
- JTI and Probation will identify changes (the gap between baseline and Probation's processes), and will determine if additional processes will be required; JTI will document the changes

- JTI will determine time to make changes, and set expectations with Probation around impact to schedule
- JTI and Probation will review the assessment, case planning, event scheduling and general processes
- JTI will document configuration requirements with Probation's assistance
- Probation will approve workflow requirements, and JTI will configure

Probation will test and either approve or request updates; repeat until complete.

3.5 Data Conversion and Interfaces

Data Conversion and Interface work will be done in parallel with the process configuration.

<u>Data Conversion</u>

For each data source there will be at least three conversion iterations plus the Go Live iteration.

To understand the legacy system and its data structure, Probation will provide a legacy system data description document for each of the legacy systems, which will include:
- technical environment (operating system and database platform)
- database type (relational or hierarchical)
- data elements
- data formats and standards
- data volume
- Images
- vendor or other relevant contact information
- data dictionaries (ERD Diagrams)
- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database

After consulting with Probation's staff and Court IT staff, JTI will develop automated scripts for each of the source databases to:
- Extract source data
- Validate the completeness of extracted data
- Transform and merge source data
- Load source data into the staging database
- Validate converted data

After each conversion, Probation will test conversion and, within 15 work days, report issues that are not in compliance with the mapping specification.

After the Go Live iteration, Probation will immediately review and document any issues with the conversion.

Upon Probation's approval of the final conversion, the system will be ready to Go Live.

<u>Interfaces</u>

For each interface, JTI will work with Court IT staff and Probation staff to create an interface implementation approach and Interface Specification Document. The document will include all information necessary to develop the interface, including:

- The data element mappings between the two systems and other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.
- Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
- Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.

Once the specification document has been completed, JTI will work with Subject Matter Experts (SME) to develop and test the interface using the Interface Specification Document.

Upon Probation's final approval of each interface, the interface will be ready to Go Live.

3.6   Searches and Reports

Search and Report configuration will consist of the following:

- JTI will review existing searches and reports with Probation
- Probation will determine additional searches and reports it needs, plus detailed requirements
- JTI will configure the additional searches and reports
- Probation will test and either approve or request updates; repeat until complete.
- JTI will train SME's in search creation

3.7   eProbation Public Portal

eProbation Public Portal configuration will consist of the following:

1. JTI will demonstrate the functionality to the Probation's personnel for evaluation. Probation will provide JTI a set of written use cases that the Portal should support. JTI will provide Probation a use case template (MS Word) along with sample use cases. The format of the use case templates streamlines the configuration and testing of the functionality.

2. JTI, will then implement the necessary Portal configurations to support the use cases. This will include:
   - Mapping - Configure the communication settings between the Portal and eProbation.
   - Users/Roles - Setup Portal roles and entering Probation users into the system.
   - Navigation - Configure the site navigation according to user's role.
   - Custom Theme - Apply a custom Probation theme to the Portal.
   - Performance - Calibrate cache and bandwidth optimization settings.
   - Logging - Configure the proper auditing and logging settings.
   - SMTP - Configure up the SMTP and email settings.
   - Security - Configure the various permissions and role-based case access rules.
   - Documents - Setup shared file storage location where case documents are pulled from System (with proper permissions).
   - Case Summaries - Configure the case headers and folder view information to be displayed for users with the appropriate case access permissions.
   - Searches - Configure the various case, party and calendar searches.

3. Once JTI completes the initial configuration, Probation will begin acceptance testing against the functionality defined in the uses cases. Issues will be reported to JTI and the appropriate configuration changes will be made.

4. JTI will conduct load and performance testing on the Portal servers.

3.8   Security

JTI, the Probation, and Probation's IT staff will work together to identify security configuration needs for the system. The JTI system will use County's Active Directory (AD) for facilitating system access.

Security requirements beyond the ability to log into the system can become quite complicated. Since the system uses a "deny unless allowed" security model, adding security restrictions will naturally restrict user access in some scenarios. This can hamper configuration testing, so security configuration is completed as a separate activity.

A Security Configuration Document will be developed listing the user roles and rights for accessing and updating cases.   When the Security Configuration Document is approved, a security testing plan will be developed. The security configuration will be implemented at the end of the Configuration stage so the regular iterative task testing is not impacted.

3.9   Deployment

JTI and Probation project managers will jointly create a Deployment and Go Live Plan detailing the responsibilities of each implementation team. Deployment will bring together the system hardware, configuration, data conversion, and interfaces so the system can be used in production. Final data conversion and deployment will bring the system live in the production environment.

JTI will work with Probation's implementation team to create the following in preparation for deployment and Go Live.

- a Go Live plan for train the trainer sessions and end user training
- onsite Go Live assistance
- data entry cutoff date
- final conversion of the database

Probation will set up an internal Help Desk that includes agency subject matter experts. The Help Desk should be composed of the following persons.

- Application Administrators.
- Subject matter experts (for referral of process-related issues).

3.9.1 Go Live

JTI will provide onsite resources for the Go Live process to support Probation SME and Help Desk staff as agreed between the project managers, considering the number of business locations and Help Desk staff.

- 1421 Court Street, Redding CA 96001 (CCC)

- 1600 and 1626 Court Street, Redding, CA 96001 (Adult Probation)

    - May include support in Departments 1, 2, and 9 of Shasta County Superior Court which is walking distance from the above address.

- 2684 Radio Lane, Redding, CA 96001 (Juvenile Rehabilitation Facility)

- 2680 Radio Lane, Redding, CA 96001 (Juvenile Probation)

    - May include visits to satellite offices for Placement (1550 California Street, Redding, CA 96001), WINGS and Drug Court(1560 Market Street, Redding CA 96001).

In addition to the resources supporting each location during Go Live, a resource will be provided to manage issues reported by users during Go Live. Resources will be made available for a mutually agreed upon period.

Section 4 – Project Management Methodology

Management of the project begins with a project kickoff meeting and initial work sessions to accomplish the following objectives.

- Complete the Statement of Work document.
- Determine the appropriate Subject Matter Expert (SME) resources for configuration specification meetings.

- Demonstrate eProbation to the Probation Project Management Team and Subject Matter Experts.
- Create preliminary Project Schedule.
- Set weekly status meeting schedule.

JTI and Probation will be responsible for all phases of project management. The project will be managed utilizing an Agile Project Management methodology. In addition, JTI will use the Project Management Institute (PMI)'s best practices as derived from the Project Management Body of Knowledge (PMBOK), modified as needed to implement the project. The following key items will drive the project:

- At minimum, weekly project backlog discussion
- System demonstrations every two weeks
- Defined project scope
- Quality assurance
- Planned resource commitments
- Project tracking
- Issues management

JTI will utilize the results of the initial planning meetings guided by the Summary Project Work Plan and Configuration stage tasks to jointly build the installation tasks and the responsibilities for and the sequence of each Track. The Project Work Plan also provides a general description of the agency's responsibilities.

A draft project plan will be created to give a better overview of the proposed project plan. Key milestones, including dates, will be jointly determined by the implementation teams during the finalization of the Project Plan; the availability of the agency's personnel and the other involved agencies/stakeholders will affect the schedule. The County will review the project plan prior to finalizations with appropriate partners to ensure deliverables can be met.

4.1   JTI's Responsibilities.

- Provision the Cloud-hosted environment and the two (2) instances of the software application.
- Manage JTI staff configuration work.
- Project will initiate within 30 days of the signing of the contract.
- Cooperate with Probation project manager to meet project delivery dates.
- Hold regular status meetings with Probation on a mutually-agreed schedule.
- JTI will provide a Project manager and provide regular written project status and configuration task reports and maintain project plan.
- Comply with Shasta County Policies and Probation workplace conduct guidelines and safe work area practices as defined by Probation, while onsite at Probation locations.
- Manage data conversion and interface configuration activities.
- Comply with DOJ and CJIS requirements.

4.2 Probation's Responsibilities

- Provide a project manager who will be the primary point of contact between Probation and JTI throughout the Project. This individual will have the authority to act on behalf of Probation in fulfilling Probation's commitments, with approval of the Probation, as required by Probation's policies.

- Provide Subject Matter experts with Probation business process expertise to develop configuration requirements, test completed configuration specification items, assist with interface development and testing as needed, and train end users.

- Provide an Application Administrator who will participate in the implementation of the project and serve as the Probation point of contact for communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

- Provide an IT project manager to coordinate Probation technical requirements specific to network and system connectivity to the cloud-hosted solution.

- Assist JTI to meet project delivery dates.

- For interfaces that require cooperation of any third party contractors, Probation shall be responsible for ensuring the good faith cooperation of such other contractors. Any delays or complications with such interfaces due to a lack of cooperation from such other contractors shall be deemed the responsibility of Probation.

4.3 Project Status Meetings

JTI and Probation will agree upon a regular schedule for both in person and teleconference status meetings and a standard list of topics to address during the meetings including the following.

- Project schedule.
- Configuration tasks needing Probation feedback.
- Planned requirements gathering meetings.
- Status of identified project risks.

4.4 Project Status Reports

JTI will provide weekly project status reports which address the items to be discussed during project status meetings. In addition, JTI will provide a memo summarizing the items discussed during the status meetings and any action items and deliverables assigned to the project team.

In addition, during the Requirements Gathering and Configuration stages, a report of the tasks waiting for configuration, currently being configured, and those needed Probation testing will be provided every two weeks and reviewed the following project status meeting.

The principal guiding documents for the project will be the Statement of Work and a baseline project plan that will be jointly developed and approved by Probation and others with defined deliverables during the implementation. Other plans will be created during the implementation, including:

- Baseline Project Schedule
- Work Breakdown Structure
- Risk Management Plan
- Change Management Plan
- Acceptance Test Plans
- Communication Plan
- Training Plan
- Go Live Plan

4.5   Communication Plan

JTI will participate and assist Probation in developing a plan for communicating the status of the project to stakeholders and users so they are prepared for the deployment of the system.

4.6   Risk Management Plan

As part of the project management and communications process noted above, a Risk Management Plan will be maintained by the Probation and JTI and will include the following:

- Number, name and description of risk
- Likelihood and potential impact of risk to the success of the implementation
- Options for mitigating or acceptance of risk
- Persons responsible for addressing the risk

The Risk Management Plan will be reviewed and updated during regular project status meetings between the Probation and JTI.

Any identified risks that will potentially impact either the timely completion of the items listed in the Scope of Work section of this document or are related to system functionality that is unavailable will be added as risk items. An agreement will be made in writing between the Probation and JTI as to the impact the risk items will have on the Probation acceptance of the system.

4.7   Training

User Training

JTI will provide initial training for all Probation users prior to Go Live. JTI will create a Training plan for Probation SME and Help Desk staff ("train-the-trainer") to provide ongoing training.

Typical training plans include the following.

Training Schedule

User Navigation and Basic System Functional Training (3-4 hours per class)
- Navigation
- Case Initiation
- Case Updates
- Scheduling Events
- Document Generation
- Searches and Reports
- Case Notes

Business Process Training (2-3 hours per class)
- Work queues
- Case Planning
- Program and Service Providers
- Portal
- Work Crew, Electronic Home Monitoring
- Financials

The Probation Department will provide Help Desk Staff to conduct User Navigation and Basic System Functional Training. Subject matter experts who were involved in the Requirements Gathering, Configuration, and System Acceptance Testing stages are the best resources for conducting Business Process Training.

Any issues noted during user training will be logged by Probation and reported to the JTI project manager for task tracking, evaluated by the project managers for impact on the Go Live date and the business processes of Probation, and resolved as agreed between the project managers.

Administrator Training

The goal of administrator training is to equip Probation Application Administrators and power users with the skills needed to maintain and add to the system as needed. Administrator training typically takes 3-5 days to complete, depending on the topics covered. JTI recommends the following personnel and skillsets be developed within the Probation staff.

- Probation Application Administrators (manage help desk issues, manage users, modify screens, manage workflow and assignments, create reports, manage lookup lists)
- Power Users (manage document templates, create searches)

JTI will provide administrator and "power user" training at times mutually agreed upon by the Probation on the following topics.

Annual Maintenance
Business Rules

Calendars
Checklists
Conditions
Deadlines (time standards)
Diagnostics
Documents
Entities
Forms Management
eProbation Public Portal
Lookup Lists
Navigation
Online Help
Person Management
Reports
Searches
Security
Statutes
System Properties
User Maintenance
Workflow

4.8 Documentation

JTI will provide user documentation (in Microsoft Word and online formats) based on the "baseline" configuration. Probation will develop configuration-specific documentation for Probation business processes for use during end user training.

Probation will maintain the documentation after Go Live.

4.9 System Acceptance

The Probation will have 30 work days after the agreed upon Go Live date to evaluate whether the Success Criteria have been met. Any issues or undelivered functionality noted during the acceptance period will be logged by Probation, evaluated by the JTI and Probation project managers, and a plan for resolution will be agreed upon. Acceptance of the system will not necessarily depend upon all issues being resolved or all functionality being delivered, however, this will be determined by the Probation.

After 30 work days after the Go Live date and in accordance with the Success Criteria mentioned above having been met, the Probation will sign a System Acceptance document indicating acceptance of the system. Upon the acceptance of the system and use of the system in a Production capacity, payment will be made as outlined in the Professional Services agreement.

Addendum 1 – Summary Project Work Plan

This Summary Project Work Plan contains a summary description of eProbation's configuration areas and the implementation responsibilities and processes to configure eProbation to meet Probation's business practices.

Journal Technologies ("JTI") has configured eProbation for probation agencies, and this baseline system has been demonstrated. It provides standard Probation functionality which will be further configured to fully accommodate Probation's requirements.

Facilities/Organization/Personnel/Case, Hearing, Event and Other Types

JTI to demonstrate and train the agency personnel responsible for the following information so that they assist and make future changes.

Facilities

Agency to provide its facilities data to the extent desired (locations, floors, Agency rooms, capacity, handicap access, equipment, etc.)

JTI to configure and load facility data.

Organization

Agency to provide its organizational structure (divisions, departments, etc.)

JTI to configure and load organizational data.

Personnel

Agency to supply list of personnel for both Agency and non-Agency.

JTI to configure and load personnel data.

Agency will keep the Directory current.

Roles

Agency to provide roles (not individual job titles) for both Agency and non-Agency personnel serving the Agency and ancillary data requirements for each role, such as bar number, badge number, former law firms, classes attended, bond companies, etc.

JTI to configure and load role data.

Case Types

Agency to supply case types, sub case types.

JTI to configure and load these types.

Hearing, event and other types and case phases

Agency to supply list of hearings, events and other types by case type/sub case type.

JTI to configure and load these types.

Information Updates

Agency to provide any changes to facilities, organization, case, hearing, event and other types to JTI which will maintain the tables until the Go Live.

Calendars and Scheduling

Holidays and other Calendar Information

Agency to supply Agency holidays, standard working hours and any special types of Agency business and off time.

JTI to enter holidays and standard working hours and configure Agency business and off time types.

Calendaring and Scheduling (Configured and will only need to be updated)

Agency to determine which roles/individuals/Agency rooms are to have calendars.

Agency to provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.

Agency to determine if they want to use calendar time slots for any events.

Agency to determine configurable information on the individual Daily, Weekly and Monthly Agency Calendars.

JTI to create assignment procedures and configure the calendars.

Agency to maintain/modify the Calendars if requirements change.

JTI to demonstrate using Conference Room Pilot.

Case Initiation and Navigation (Some cases could be received electronically.)

Case Initiation (Configured and will only need to be updated.)

Agency to provide case initiation and update screen shots and lookup lists of the current system.

Agency to provide the information/format received from other agencies that also initiate cases.

Agency to provide rules for case numbering and the processing procedures for cases that have not yet been filed with the Court, for example, an agency-initiated investigation or a grand jury investigation.

Agency to supply any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.

Agency and JTI to determine case initiation validation rules and error messages.

JTI will configure case initiation and update screens and lookup lists.

Navigation and Other Screens (Configured and will only need to be updated.)

Agency to provide information to be modified on the Case Header, including the composition of the case name for internal purposes, alerts, and any case information not currently included.

Agency to provide information to be modified on the Case Summary screens.

Agency to provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and for pop-up messages.

JTI to configure Navigation and other screens.

JTI to demonstrate using Conference Room Pilot.

Agency Business Process Review and Workflow for each case type

Agency to have available any existing workflow diagrams, notices, reports, minutes, etc. for each case process.

JTI to facilitate discussions with Agency to review its processes, identify potential process improvement opportunities and determine the processes to be automated using workflow. (Many workflow processes have been configured, and they will be updated to accommodate the Agency's requirements.)

JTI and Agency to review the procedures and processes to determine Time Standards. (For example, automatically schedule a hearing 14 days after an event.)

Agency to provide the case assignment process, weighted case assignment rules, caseload balancing policies and conflict rules.

JTI to build assignment business rules.

JTI to build workflows and time standards.

JTI to demonstrate using Conference Room Pilot.

Interfaces using the API

Agency will provide the requirements for the information exchange, i.e., the conditions that trigger it, what information will be transferred, the format of the information exchange, the manner of the exchange (real time or batch), required controls (such as header and trailer records), etc.

JTI will configure and unit test the API and provide test entries, and the Agency will determine Go Live readiness.

Data Conversion

Agency confirms data to convert and transfers the legacy data to a mutually agreed upon format from which JTI will insert it into eProbation. Items to be converted will include data, documents, and images.

Agency to do data cleaning or scrubbing in the legacy database after the iterations, if necessary JTI to transfer the data from the common databases to eProbation.

Agency and JTI determine Go Live readiness

Testing

Acceptance Testing

JTI and Agency to develop acceptance plans centered on Conference Room Pilots and test cases.

JTI to certify that eProbation is ready for acceptance testing.

Agency to test eProbation on the Probation's Production instance per the acceptance test plan and note any defects.

Training

Agency to assign in-house help desk personnel early in the project. They should participate in all stages.

JTI to train administrative users, including help desk personnel, from day one with the training to continue throughout the project.

Agency and JTI to develop end user training plans.

Implementation

JTI to prepare eProbation for implementation.

Agency Administrative users and super-users to train end users.

JTI and Agency to migrate data from legacy information systems.

Agency to conduct implementation testing over weekend prior to implementation.

Agency and JTI to conduct "go / no go" review.

eProbation to be implemented in production.

(Although the Public Portal will be implemented, the Agency may not wish to immediately expose this site to the public pending any post-implementation data clean-up activities that may be required.)

Technical Environment

JTI to setup a configurable system in Los Angeles and to provide the Agency's implementation staff with access.

JTI to provide hardware, software and system network specifications

JTI to train the IT personnel for the system installation, if needed

Agency and JTI to verify that all systems are ready to Go Live

ADDENDUM 2 – JTI EPROBATION SYSTEM ACCEPTANCE TEMPLATE

PROJECT INFORMATION

Project	County of Shasta eProbation		
Date	<< Date >>	Contract #	<< QT # / Contract # >>
Journal Technologies PM	<< PM >>	Customer PM	<< Customer PM >>

SYSTEM ACCEPTANCE:

The eProbation system as supplied and commissioned by JTI is submitted for acceptance by Client. This document establishes formal acceptance of all deliverables. Invoicing will include << specific details as needed per contract >>.

INVOICE SUMMARY	One-Time	Annual

The Project Manager is authorized to continue with the formal close out of this project.

SIGNATURES:

_____
Matthew P. Pontes, County Executive Officer, County of Shasta   Date

_____
Tracie Neal, Chief Probation Officer, County of Shasta   Date

_____
Journal Technologies   Date

<< PM >> - Project Manager
Printed Name and Title

Exhibit C to Personal Services Agreement

STATEMENT OF WORK

Shasta County District Attorney

Table of Contents

Section 1 – Introduction

JTI will make the Licensed Software available as described in the License Agreement.

This Statement of Work describes the services JTI will perform prior to Go Live. System Acceptance by the Shasta County District Attorney's Office (DA) prior to Go Live is required before any payment is requested.

Section 2 – Project Scope

The Case Management System solution will consist of a single instance of eProsecutor, which shall include a "Production" environment, as well as a "Test/Training" environment (or "Auxillary" environment) of eProsecutor and eProsecutor Public Portal. The solution includes the implementation services JTI will perform related to the installation and configuration of the system to accomplish the business needs of DA. The system shall be fully functional and ready for active use in a paper-less courtroom environment at Go Live. The system solution shall be managed and maintained by JTI pursuant to the terms and conditions of the Agreement.

eProsecutor is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. JTI will work with designated DA project managers, DA staff, and DA Application Administrators to integrate eProsecutor with the business practices of DA to accomplish DA's business needs.

The eProsecutor system will be **configured** to support the business process needs of the following divisions:

- Criminal
  - Home Court Teams
  - Misdemeanor Unit
  - Civil Consumer Fraud Unit
  - Family Violence Unit
  - Serious Offender Unit
  - Welfare Fraud and Insurance Fraud Unit
  - DUI Vertical Prosecution Unit
  - Civil Commitments
  - Post-Adjudication Proceedings
- Bureau of Investigations (BOI)
  - Bad Check Unit
  - Consumer Protection
  - Welfare Fraud Investigation
  - Environmental Crimes Unit
  - Real Estate Fraud Investigation
  - Child Abduction Investigation
  - Automobile Insurance Fraud Investigation
- Crime Victims Assistance Center (CVAC)

Each division contains multiple, diverse units whose business processes will be included within the scope of the project.

In addition, the following **interfaces** will be created between the eProsecutor system and the following systems:

- Odyssey - Tyler (Shasta County Superior Court)
- Spillman RMS
- Shasta County Probation eProbation
- Shasta County's Active Directory (for User Access Management)
- Shasta County's SMTP Mail Server (for system-generated emails)

The ability for external agencies to provide data for interfaces will be determined during the project and will define the scope of the interfaces. JTI and the DA's project team will work with the external agencies to determine the capabilities of the external agencies' systems to provide and consume data. This information will be used to define the automation needed to generate and consume data for each interface.

The following case management **databases will be converted**:

- JALAN District Attorney Case Management System (data, documents, and images)
- Apricot System (CVAC) (data)

JTI will work with the DA to determine the feasibility of importing documents and images associated with cases in databases to be converted. The DA and JTI will decide on the scope of document conversion based on the difficulty. The intent is that, if reasonably feasible, the documents will be converted and related to the new eProsecutor cases.

Files stored with cases (Word, Excel, PDF, etc.) are opened in their "native" applications. For example, when a user clicks a link to open a .docx, eProsecutor will retrieve the file from the document file storage and present it to the user's workstation. The user's workstation will look for an application (in this example, Microsoft Word) to open the file. eProsecutor is not "involved" with editing the file. (Plug ins are available for Word and Outlook to assist with attaching files to cases.)

Section 3 – Project Implementation

After the initial project planning meetings, configuration will be accomplished using three stages.

1. Requirements Gathering
2. Configuration
3. System Acceptance Testing

In addition to the configuration phases, the following Technical stages will be conducted.

- Data Conversion
- Interfaces
- Security Configuration
- Environment Set Up
- Deployment

Significant assistance by District Attorney's Staff and the Shasta County Court's IT Staff and Application Administrators is required to convert the data and files from the existing system as well as configuring any data sharing interfaces. To convert data from legacy systems the data conversion team will need help from the District Attorney's Staff, Shasta County Court's IT Staff, and subject matter experts to understand how the current data structure is being used. Typically, decisions must be made about whether some data should be moved, truncated, or deleted from the conversion if the eProsecutor data structure is unable to accommodate the data. Assistance from the Shasta County Court's IT Staff, and District Attorney's Staff including subject matter experts will be needed to understand how data should be moved between systems via interfaces and what business processes will need to be configured to generate data for and consume data from interfaces.

JTI will work with District Attorney's Staff to develop a data conversion and interface plan to convert legacy data and create the interfaces included in the contract.

JTI follows an iterative process for system configuration and implementation which is described in the following sections. Addendum 1 - Summary Project Work Plan is attached to this document and outlines the typical requirement and configuration items that will be addressed during the project.

3.1   Requirements Gathering

In the Requirements Gathering stage, JTI will work with DA's implementation team to identify the configuration tasks (workflow, screen changes, etc.) needed modify the "baseline" eProsecutor configuration to meet business process and CMS functionality specifications. Meetings will be conducted on site and online as mutually agreed by the DA and JTI project managers. As requirements are identified they will be added as tasks to the JTI issues management system and tracked. In lieu of a configuration specification document, a status report of the tasks will be provided every two weeks.

During the Requirements Gathering stage, a "Conference Room Pilot" (or "sandbox") system will be used to demonstrate the "baseline" configuration. The DA's existing and desired functionality will be compared to the "baseline" and the configuration tasks will be based on the differences. The following items must be provided by the DA so the "Conference Room Pilot" can be modified so staff and subject matter experts can see the DA's current system values to those in the new system and better understand how the business processes can be configured.

- Lookup list values
- Lists of system users, DA employees
- Lists of outside attorneys, agencies, law enforcement officers, judges and courts

- Case initiation forms
- Statute table

JTI will import the values from all workbooks, create a "Conference Room Pilot" testing instance for the DA on JTI servers. JTI will provide user training to the DA project team so they can log into the "Conference Room Pilot" to test modifications to the "baseline" configuration.

After the system values are added and any minor modifications are made to facilitate understanding of how the system works, additional requirements review meetings will be scheduled (as needed) to gather "final requirements."

The term "final requirements" means that JTI and the DA will try to the best of their ability to determine what changes need to be made to the "baseline" configuration. This does not mean that additional, reasonable modifications or additions to the requirements will not be accepted. It is understood that defining configuration requirements is a complicated and intensive effort and that both parties will work to complete them in a timely manner.

DA will need to approve the configuration tasks to support a defined scope of work for the project and to proceed to the Configuration stage of the project.

The items that are typically reviewed during the Requirements Gathering stage include the following.

Documents
- Received Document and Files process
- Templates and Document Generation

Searches and Reports

Business Processes
- Intake/Screening
- Filing Review
- Restitution
- Discovery
- In-Court Processing
- Juvenile
- Investigations
- Victim Advocacy/Social Workers
- Conflict Management
- Case Assignment Methods
- Case Closure

Accounting/Timekeeping/Collections

Screen Configuration (changes to eProsecutor standard configuration)
- Case Header
- Folder Views
- Add/Update Forms

Related Cases
Deadlines/Time Standards
Calendars
eProsecutor Public
Checklists
Exhibits

Documents and reports typically take a great amount of time to configure so it is important to start working on them as early as possible in the project.

- Documents
  - DA will provide inventory of documents that are currently used, including samples, and consolidate or eliminate documents as appropriate
  - JTI will train DA in document configuration
  - JTI and DA will compare inventory of documents with those already configured.
  - JTI and DA will configure documents.
  - DA will test and approve templates.
- Reports and Searches
  - DA will provide inventory of reports that are currently used, including samples, and consolidate or eliminate reports as appropriate
  - JTI will review the inventory of reports with DA and recommend whether a search or report will provide the needed data
  - DA will determine additional searches and reports it needs, plus detailed requirements.
- JTI will configure all current reports and additional requested reports.
  - DA will test and either approve searches and reports or request updates; repeat until complete.
  - JTI will train DA in search and report creation

The Public Portal shall be configured to allow external agencies to initiate cases, download discovery, and get information about cases. JTI and the DA will work together to complete the following:

1. JTI will demonstrate the functionality to the DA's personnel for evaluation.
   - JTI and DA will create a set of objectives for Portal use.
   - DA will provide JTI a set of written use cases that the Portal should support.
   - JTI will provide DA a use case template (MS Word) along with sample use cases. The format of the use case templates streamlines the configuration and testing of the functionality.

2. JTI, will then implement the necessary Portal configurations to support the use cases. This will include:
   - Mapping - Configure the communication settings between the Portal and eProsecutor.
   - Users/Roles - Setup Portal roles and entering DA users into the system.
   - Navigation - Configure the site navigation according to user's role.

- Custom Theme - Apply a custom DA theme to the Portal.
- Performance - Calibrate cache and bandwidth optimization settings.
- Logging - Configure the proper auditing and logging settings.
- SMTP - Configure up the SMTP and email settings.
- Security - Configure the various permissions and role-based case access rules.
- Documents - Setup shared file storage location where case documents are pulled from System (with proper permissions).
- Case Summaries - Configure the case headers and folder view information to be displayed for users with the appropriate case access permissions.
- Searches - Configure the various case, party and calendar searches.

3. Once JTI completes the initial configuration, DA will begin acceptance testing against the functionality defined in the uses cases. Issues will be reported to JTI and the appropriate configuration changes will be made.

4. JTI will conduct load and performance testing on the Portal servers.

3.2 Configuration

While some configuration tasks may be completed in the "Configuration" system, the project will not officially move into the Configuration stage until the design tasks are accepted by the DA. JTI will work with DA's implementation team to modify the existing configuration to meet the business process and CMS functionality specifications of each design document.

During the configuration stage the JTI implementation team will change the "Configuration" system to meet the needs of the DA's business processes, documents, and reports. An updated version of the "Configuration" system will be provided for DA testing (a "Test" system) every two weeks to allow for frequent reviews and hands-on training on the system. DA team members will be able to access the "Test" system via the Internet.

When configuration changes are made and released to the Conference Room Pilot (sandbox) system, DA staff will test the changes within one work week, unless a longer period for testing is requested and agreed upon by both JTI and DA. JTI will provide testing scripts with configured items, as appropriate.

From time to time, shorter testing time frames may be requested but will be agreed upon by both JTI and DA. In addition, as some items are being configured or completed, JTI may desire to conduct an online or onsite meeting to demonstrate and gather feedback.

Authorized DA team members will be able to access the "Configuration" system to assist with some of the configuration, especially for creation of templates for document generation. JTI will provide training in document template modifications for the DA Application Administrators and "power users" who will administer documents.

The eProsecutor "framework" is written using Java 2 Enterprise Edition and is under continual development and enhancement. The development of the framework follows a strict Agile methodology with new versions released every two weeks. The framework is different from the

configuration of the system as it provides the base functionality of the application. The implementation team does not participate in development of the framework except for occasional feature requests, bug reporting, and product-level quality assurance testing of new releases (after testing and release by the development team). While new versions of the framework software are released every two weeks, only quarterly and annual "supported releases" are provided to DAs for production use. The other releases represent incremental feature enhancements and minor bug fixes. Significant bug fixes are "rolled back" to the most recent supported releases as they are reported and resolved and the supported releases are redeployed on DA production systems. During the implementation of the DA system, the latest supported release version will typically be deployed. This makes it possible for the most recent quarterly supported release version to be used when the DA production system goes live.

3.3   System Acceptance Testing

In the System Acceptance Testing stage, the DA will evaluate whether the requirements have been configured properly with the objective of approving the project to move forward to user training and Go Live. DA, with assistance from JTI, will develop a test case scenario and test cases for User Acceptance Testing by DA-designated subject matter experts.

JTI will demonstrate the configuration and then DA subject matter experts will test the configuration to ensure it meets the requirements specification. Subject matter experts are responsible for identifying any issues with the configuration as well as any processes or business needs not included in the configuration.

JTI will work to resolve any issues as soon as possible. Any issues that are identified during System Acceptance Testing that were not included in the tasks identified during the Requirements Gathering stage will be evaluated by JTI and the DA to determine appropriate actions to take as new requirements can adversely affect the Go Live schedule.

DA and JTI will train DA SME users (Train the Trainer) on the configured system to ensure that all business processes of the DA can be accomplished per the specifications developed during configuration.

Upon completion of System Acceptance Testing of the configuration, interfaces, and data conversion, it will be the time for DA to consider certifying the configuration as ready for User Training and Go Live.

3.4   Technical Tracks

In parallel with Requirements Gathering, Configuration, and System Acceptance Testing stages, the following technical activities will be conducted.

- Data Conversion
- Interfaces
- Security

- Deployment

3.4.1 Data Conversion Process

For each data source there will be at least three conversion iterations plus the Go Live iteration.

To understand the legacy system and its data structure, DA will provide a legacy system data description document for each of the legacy systems, which will include:
- technical environment (operating system and database platform)
- database type (relational or hierarchical)
- data elements
- data formats and standards
- data volume
- images
- vendor or other relevant contact information
- data dictionaries (ERD Diagrams)
- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database

DA will develop automated scripts for each of the source databases to:
- Extract source data
- Validate the completeness of extracted data
- Transform and merge source data (if necessary)

JTI will develop automated scripts for the extracted data to:
- Load source data into the eProsecutor staging database
- Validate converted data

After each iteration, DA will test conversion and within 10 work days report issues that are not in compliance with the mapping specification.

After the Go Live iteration, DA will immediately review and document any issues with the conversion.

Upon DA's approval of the final conversion, the system will be ready to go live.

3.4.2 Interfaces

For each interface, JTI will work with District Attorney staff to create an interface implementation approach and Interface Specification Document. The document will include all information necessary to develop the interface, including:

- The data element mappings between the two systems and other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.
- Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
- Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.

Once the specification document has been completed, JTI will work with the Application Administrators and SMEs to develop and test the interface using the Interface Specification Document.

Upon DA's final approval of each interface, the interface will be ready to go live.

3.4.3 Security

JTI, the DA, and DA's IT will work together during the Requirements Gathering stage to identify security configuration needs for the system.

JTI will work with County IT to integrate Shasta County's Active Directory for facilitating system access to eProsecutor.

Since the system uses a "deny unless allowed" security model, adding security restrictions will naturally restrict user access in some scenarios. This can hamper configuration testing so security configuration is completed as a separate but parallel activity.

A Security Configuration Document will be developed listing the user roles and rights for accessing and updating cases. When the Security Configuration Document is approved, a security testing plan will be developed. The security configuration will be implemented at the end of the Configuration stage so the regular iterative task testing is not impacted.

3.4.4 Deployment

JTI and DA project managers will jointly create a Deployment and Go Live Plan detailing the responsibilities of each implementation team. Deployment will bring together the system hardware, configuration, data conversion, and interfaces so the system can be used in production. Final data conversion and deployment will bring the system live in the production environment.

JTI will work with DA's implementation team to create the following in preparation for deployment and Go Live.

- a Go Live plan for train the trainer sessions and end user training
- onsite Go Live assistance
- data entry cutoff date
- final conversion of the database

DA will set up an internal Help Desk that includes District Attorney technical personnel and agency subject matter experts. The Help Desk should be composed of the following persons.

- Application Administrators.
- Subject matter experts (for referral of process-related issues).

3.4.5 Go Live

JTI will provide reasonable onsite resources for the Go Live process date to support DA SME and Help Desk staff as agreed between the project managers, considering the number of business locations and Help Desk staff.

JTI will provide a resource(s) during Go Live at each of these offices:

- District Attorney's Office, 1355 West Street, Redding CA 96001
- Shasta County Superior Court, Departments 1 and 2, Justice Center 1655 West Street, Redding CA 96001

In addition to the resources supporting each location during Go Live, a resource will be provided to manage issues reported by users during Go Live. Resources will be made available for a mutually agreed upon period.

Section 4 – Project Management Methodology

Management of the project begins with a project kickoff meeting and initial work sessions to accomplish the following objectives.

- Complete the Statement of Work document.
- Determine the appropriate Subject Matter Expert (SME) resources for configuration specification meetings.
- Demonstrate eProsecutor to the DA Project Management Team and Subject Matter Experts.
- Create preliminary Project Schedule.
- Set weekly status meeting schedule.

JTI and DA will be responsible for all phases of project management. The project will be managed considering the Project Management Institute (PMI)'s best practices as derived from the Project Management Body of Knowledge (PMBOK), modified as needed to implement the project.

- At minimum, weekly project backlog discussion (or as mutually agreed)
- System demonstrations every two weeks (or as mutually agreed)
- Defined project stages
- Defined project scope
- Quality assurance
- Planned resource commitments

- Project tracking
- Issues management

JTI will utilize the results of the initial planning meetings guided by the Summary Project Work Plan and Configuration stage tasks to jointly build the installation tasks and the responsibilities for and the sequence of each Track. The Project Work Plan also provides a general description of the agency's responsibilities.

A draft project plan will be created to give a better idea of the proposed project plan. Key milestones, including dates, will be jointly determined by the implementation teams during the finalization of the Project Plan; the availability of the agency's personnel and the other involved agencies/stakeholders will affect the schedule. Shasta DA will review the project plan prior to finalization with appropriate partners to ensure deliverables can be met.

4.1   JTI's Responsibilities.

- Provision the Cloud-hosted environment and the two (2) instances of the software application.
- Project will initiate within 30 days of the signing of the contract.
- Provide a project manager who will manage this project and be a point of contact for the District Attorney's Office Project Manager throughout the project.
- Manage JTI staff configuration work.
- Cooperate with DA project manager to meet project delivery dates.
- Hold regular status meetings with DA on a mutually-agreed schedule.
- Provide regular written project status and configuration task reports and maintain project plan.
- Comply with DA workplace conduct guidelines and safe work area practices as defined by DA, while onsite at DA locations.
- Manage data conversion and interface configuration activities.
- Comply with DOJ and CJIS requirements.

4.2   DA's Responsibilities

- Provide a project manager who will be the primary point of contact between DA and JTI throughout the Project. This individual will have the authority to act on behalf of DA in fulfilling DA's commitments, with approval of the DA, as required by DA's policies.
- Provide Subject Matter and District Attorney staff experts with DA business process expertise to develop configuration requirements, test completed configuration specification items, assist with interface development and testing as needed, and train end users.
- Provide an Application Administrator who will participate in the implementation of the project and serve as the DA point of contact for communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.
- Provide an IT point of contact to coordinate DA technical requirements specific to network and system connectivity to the cloud-hosted solution.
- Assist JTI to meet project delivery dates.

- For interfaces that require cooperation of any third party contractors, DA shall be responsible for ensuring the good faith cooperation of such other contractors. Any delays or complications with such interfaces due to a lack of cooperation from such other contractors shall be deemed the responsibility of DA.

4.3   Project Status Meetings

JTI and DA will agree upon a regular schedule for both in person and teleconference status meetings and a standard list of topics to address during the meetings including the following.

- Project schedule.
- Configuration tasks needing DA feedback.
- Planned requirements gathering meetings.
- Status of identified project risks.

4.4   Project Status Reports

JTI will provide weekly project status reports which address the items to be discussed during project status meetings. In addition, JTI will provide a memo summarizing the items discussed during the status meetings and any action items and deliverables assigned to the project team.

In addition, during the Requirements Gathering and Configuration stages, a report of the tasks waiting for configuration, currently being configured, and those needed DA testing will be provided every two weeks and reviewed the following project status meeting.

The principal guiding documents for the project will be the Statement of Work and a baseline project plan that will be jointly developed and approved by DA during the implementation. Other plans will be created during the implementation, including:

- Baseline Project Schedule
- Work Breakdown Structure
- Communication Plan
- Risk Management Plan
- Change Management Plan
- Acceptance Test Plans
- Training Plan
- Go Live Plan

4.5   Communication Plan

JTI will participate and assist DA in developing a plan for communicating the status of the project to stakeholders and users so they are prepared for the deployment of the system.

4.6   Risk Management Plan

As part of the project management and communications process noted above, a Risk Management Plan will be maintained by the DA and JTI and will include the following:

- Number, name and description of risk
- Likelihood and potential impact of risk to the success of the implementation
- Options for mitigating or acceptance of risk
- Persons responsible for addressing the risk

The Risk Management Plan will be reviewed and updated during regular project status meetings between the DA and JTI.

Any identified risks that will potentially impact either the timely completion of the items listed in the Scope of Work section of this document or are related to system functionality that is unavailable will be added as risk items.

4.7   Training

User Training

JTI and DA will create a Training plan for DA SME and Help Desk to train users ("train-the-trainer") with assistance from JTI as needed.

Typical training plans include the following.

- Training Schedule
- User Navigation and Basic System Functional Training (3-4 hours per class)
  - Navigation
  - Case Initiation
  - Case Updates
  - Scheduling Events
  - Document Generation
  - Searches and Reports
  - Case Notes
- Business Process Training (2-3 hours per class)
  - eFiling
  - Work Queues
  - Discovery
  - Charging Documents
  - Portal
  - Investigation
  - Case Closure

The District Attorney's Office will provide Help Desk staff to conduct User Navigation and Basic System Functional Training. Subject matter experts who were involved in the Requirements Gathering, Configuration, and System Acceptance Testing stages are the best resources for conducting Business Process Training.

Any issues noted during user training will be logged by DA and reported to the JTI project manager for task tracking, evaluated by the project managers for impact on the Go Live date and the business processes of DA, and resolved as agreed between the project managers.

Administrator Training

The goal of administrator training is to equip DA Application Administrators and power users with the skills needed to maintain and add to the system as needed. Administrator training typically takes 3-5 days to complete, depending on the topics covered. JTI recommend the following personnel and skillsets be developed within the DA staff.

- Application Administrators (manage help desk issues, manage users, modify screens, manage workflow and assignments, create reports, manage lookup lists)
- Power Users (manage document templates, create searches)

JTI will provide administrator and "power user" training at times mutually agreed upon by the DA on the following topics.

Accounting Features
Annual Maintenance
Business Rules
Calendars
Checklists
Conditions
Deadlines (time standards)
Diagnostics
Documents
Entities
Forms Management
eProsecutor Portal
In-Court Processing
Lookup Lists
Navigation
Online Help
Person Management
Reports
Searches
Security
Statutes
System Properties
User Maintenance

Workflow

4.8   Documentation

JTI will provide user documentation (in Microsoft Word and online formats) based on the "baseline" configuration. DA will develop configuration-specific documentation for DA business processes for use during end user training.

DA will maintain the documentation after Go Live.

4.9   System Acceptance

The DA will have 30 work days after the agreed upon Go Live date to evaluate whether the Success Criteria have been met.   Any issues or undelivered functionality noted during the acceptance period will be logged by DA, evaluated by the JTI and Shasta DA project managers, and a plan for resolution will be agreed upon.

After 30 work days after the Go Live date and in accordance with the Success Criteria mentioned above having been met, the DA will sign a System Acceptance document indicating acceptance of the system. Upon the acceptance of the system and use of the system in a Production capacity, payment will be made as outlined in the Professional Services agreement.

Exhibit C to PSA

Addendum 1 – Summary Project Work Plan

This Summary Project Work Plan contains a summary description of eProsecutor's configuration areas and the implementation responsibilities and processes to configure eProsecutor to meet DA's agency's business practices.

Journal Technologies ("JTI") has configured eProsecutor for prosecuting agencies, and this baseline system has been demonstrated. It provides standard prosecution functionality which will be further configured to fully accommodate DA's requirements.

Facilities/Organization/Personnel/Case, Hearing, Event and Other Types
JTI to demonstrate and train the agency personnel responsible for the following information so that they assist and make future changes.
Facilities
Agency to provide its facilities data to the extent desired (locations, floors, Agency rooms, capacity, handicap access, equipment, etc.)
JTI to configure and load facility data.
Organization
Agency to provide its organizational structure (divisions, departments, etc.)
JTI to configure and load organizational data.
Personnel
Agency to supply list of personnel for both Agency and non-Agency.
JTI to configure and load personnel data.
Agency will keep the Directory current.
Roles
Agency to provide roles (not individual job titles) for both Agency and non-Agency personnel serving the Agency and ancillary data requirements for each role, such as bar number, badge number, former law firms, classes attended, bond companies, etc.
JTI to configure and load role data.
Case Types
Agency to supply case types, sub case types.
JTI to configure and load these types.
Hearing, event and other types and case phases
Agency to supply list of hearings, events and other types by case type/sub case type.
JTI to configure and load these types.
Information Updates
Agency to provide any changes to facilities, organization, case, hearing, event and other types to JTI which will maintain the tables until the Go Live.

Exhibit C to PSA

Calendars and Scheduling

Holidays and other Calendar Information

Agency to supply Agency holidays, standard working hours and any special types of Agency business and off time.

JTI to enter holidays and standard working hours and configure Agency business and off time types.

Calendaring and Scheduling (Configured and will only need to be updated)

Agency to determine which roles/individuals/Agency rooms are to have calendars.

Agency to provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.

Agency to determine if they want to use calendar time slots for any events.

Agency to determine configurable information on the individual Daily, Weekly and Monthly Agency Calendars.

JTI to create assignment procedures and configure the calendars.

Agency to maintain/modify the Calendars if requirements change.

JTI to demonstrate using Conference Room Pilot.

Case Initiation and Navigation (Some cases could be received electronically.)

Case Initiation (Configured and will only need to be updated.)

Agency to provide case initiation and update screen shots and lookup lists of the current system. (workbook)

Agency to provide the information/format received from other agencies that also initiate cases.

Agency to provide rules for case numbering and the processing procedures for cases that have not yet been filed with the Court, for example, an agency-initiated investigation or a grand jury investigation.

Agency to supply any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.

Agency and JTI to determine case initiation validation rules and error messages.

JTI will configure case initiation and update screens and lookup lists.

Navigation and Other Screens (Configured and will only need to be updated.)

Agency to provide information to be modified on the Case Header, including the composition of the case name for internal purposes, alerts, and any case information not currently included.

Agency to provide information to be modified on the Case Summary screens.

Agency to provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and for pop-up messages.

JTI to configure Navigation and other screens.

JTI to demonstrate using Conference Room Pilot.

Agency Business Process Review and Workflow for each case type

Agency to have available any existing workflow diagrams, notices, reports, minutes, etc. for each case process.

JTI to facilitate discussions with Agency to review its processes, identify potential process improvement opportunities and determine the processes to be automated using workflow. (Many workflow processes have been configured, and they will be updated to accommodate the Agency's requirements.)

JTI and Agency to review the procedures and processes to determine Time Standards. (For example, automatically schedule a hearing 14 days after an event.)

Agency to provide the case assignment process, weighted case assignment rules, caseload balancing policies and conflict rules.

Configure the Public Portal for any affected workflows

JTI to build assignment business rules.

.JTI to build workflows and time standards.

JTI and DA to configure Documents and Forms

JTI to configure required reports.

JTI to demonstrate using Conference Room Pilot.

Exhibit C to PSA

Interfaces using the API

Agency will provide the requirements for the information exchange, i.e., the conditions that trigger it, what information will be transferred, the format of the information exchange, the manner of the exchange (real time or batch), required controls (such as header and trailer records), etc.

JTI will configure and unit test the API and provide test entries, and the Agency will determine Go Live readiness.

Data Conversion

Agency confirms data to convert and transfers the legacy data to a mutually agreed format from which JTI will insert it into eProsecutor.

Agency to do data cleaning or scrubbing in the legacy database after the iterations, if necessary JTI to transfer the data from the common databases to eProsecutor.

Agency and JTI determine Go Live readiness.

Testing

Acceptance Testing

JTI and Agency to develop acceptance plans centered on Conference Room Pilots and test cases.

JTI to certify that eProsecutor is ready for acceptance testing.

Agency to test eProsecutor per the acceptance test plan and note any defects.

Training

Agency to assign in-house help desk personnel early in the project. They should participate in all stages.

JTI to train administrative users, including help desk personnel, from day one with the training to continue throughout the project.

Agency and JTI to develop end user training plans.

Implementation

JTI to prepare eProsecutor for implementation.

Agency Administrative users and super-users to train end users with the help of Agency Administrative users and super-users.

JTI and Agency to migrate data from legacy information systems.

Agency to conduct implementation testing over weekend prior to implementation.

Agency and JTI to conduct "go / no go" review.

eProsecutor to be implemented in production.

Technical Environment

JTI to setup a configurable system in Los Angeles and to provide the Agency's implementation staff with access.

JTI to provide hardware, software and system network specifications

Agency and JTI to verify that all systems are ready to Go Live

EXHIBIT C TO PSA

ADDENDUM 2 – EPROSECUTOR SYSTEM ACCEPTANCE TEMPLATE

PROJECT INFORMATION

Project	County of Shasta eProsecutor		
Date	<< Date >>	**Contract #**	<< QT # / Contract # >>
Journal Technologies PM	<< PM >>	**Customer PM**	<< Customer PM >>

SYSTEM ACCEPTANCE:

The eProsecutor system as supplied and commissioned by JTI is submitted for acceptance by Client. This document establishes formal acceptance of all deliverables. Invoicing will include << specific details as needed per contract >>.

INVOICE SUMMARY	One-Time	Annual

The Project Manager is authorized to continue with the formal close out of this project.

SIGNATURES:

_____

Matthew P. Pontes, County Executive Officer, County of Shasta   Date

_____

Stephanie Bridgett, District Attorney, County of Shasta   Date

_____

Journal Technologies   Date

<< PM >> - Project Manager
_____
Printed Name and Title

Journal TECHNOLOGIES