1. In this Master Agreement ("Agreement"), the term "Contractor" refers to **Northpointe Inc. d/b/a equivant**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California.** This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Participating Entities identified in Exhibit 1 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as "Judicial Branch Entities" or "JBEs" and individually as "JBE".

2. This Agreement is effective as of **December 29, 2020** ("Effective Date") and expires on **October 31, 2025** ("Expiration Date").
   This Agreement includes two options, the first to extend through **October 31, 2028**, and the second through **October 31, 2030**.

3. The title of this Agreement is: **Master Agreement for Pretrial Risk Assessment for the Superior Courts of California.**
   The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

   Exhibit 1 – Definitions
   Exhibit 2 – Background and Purpose
   Exhibit 3 – General Terms and Conditions
   Exhibit 4 – Software Subscription Agreement
   Exhibit 5 – Specifications
   Exhibit 6 – Statement of Work
   Exhibit 7 – Acceptance and Sign-Off Form
   Exhibit 8 – Fees, Pricing and Payment Terms

   Exhibit 9 – Contractor Expense and Travel Reimbursement Guidelines
   Exhibit 10 – Maintenance and Support
   Exhibit 11 – Training
   Exhibit 12 – Transition Services
   Exhibit 13 – Participating Addendum
   Exhibit 14 – Unruh and FEHA Certification
   Exhibit 15 – Darfur Contracting Act Certification
   Exhibit 16 – Iran Contracting Act Certification
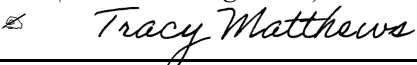
ESTABLISHING JBE'S SIGNATURE	**CONTRACTOR'S SIGNATURE**
Judicial Council of California	**Northpointe Inc. d/b/a equivant**
BY *(Authorized Signature)* ✎ *Tracy Matthews*	BY *(Authorized Signature)* ✎
PRINTED NAME AND TITLE OF PERSON SIGNING **Tracy Matthews** Fiscal Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING **Rick Bacchus** Volaris Portfolio Leader
DATE EXECUTED December 29, 2020	DATE EXECUTED December 28, 2020
ADDRESS **2850 Gateway Oaks Dr. Suite 300** **Sacramento, CA 95833-4348**	ADDRESS **1764 Forest Ridge Drive, Suite A,** **Traverse City, MI 49686**

EXHIBIT 1

DEFINITIONS

1. **Agreement**: the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.

2. **Amendment**: written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.

3. **Appropriation Year**: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.

4. **Confidential Information**: (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or any Participating Addendum, (ii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (iv) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

5. **Contractor**: individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.

6. **Data**: information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

7. **Deliverable(s)**: hardware, Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.

8. **Documentation**: (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.

9. **Hosted Services:** Any cloud-based services, hosted service (including Licensed Software hosted services), the Standard Hosting Services set forth in Exhibit 4 (Software Subscription License) or software as a service provided under the Agreement or Participating Addendum.

10. **Licensed Software**: Contractor's commercially available Software applications set forth in Exhibit 3 (General Terms and Conditions) or the Subscription use license set forth in Exhibit 4 (Software Subscription License) , together with all Upgrades thereto.

11. **Maintenance**: enhancements, Upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).

12. **Maintenance Release(s)**: those modules, improvements, enhancements, Upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 10 (Maintenance and Support) and Exhibit 3, Section 4.

13. **Material(s)**: software, designs, technology, tools, information, and all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and hardware.

14. **Notice**: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.

15. **Participating Entities**: Any of the California Superior Courts or the Judicial Council of California, by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.

16. **PCC**: California Public Contract Code.

17. **Project Lead**: Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor's Project Lead may vary by Participating Entity.

18. **Project Manager**: JBE representative who will operate as the main interface between

Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.

19. **Source Code**: the source language code of the Licensed Software as the same is written by the programmers thereof.

20. **Specifications**: collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software. The Specifications in effect as of the Effective Date of this Agreement are set forth in Exhibit 5 (Specifications).

21. **Stop Work Order**: written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days to Contractor, or for a longer period by mutual agreement of the parties.

22. **Subcontractor**: a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

23. **Subscription**.: a use license for a defined number of named users. The Subscription includes use of the software and maintenance and support services for the duration of a set term. The software provided is hosted by the Contractor.

24. **Support Services**: those services required to support or maintain the Licensed Software or Hosted Services, in accordance with the terms of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).

25. **Task**: one or more functions, services, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

26. **Third Party**: any individual or entity not a party to this Agreement.

27. **Third Party Materials**: any Materials that are licensed to or obtained by Contractor from a Third Party.

28. **Transition**: Contractor assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement or a Participating Addendum.

29. **Upgrades**: means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software, Hosted Services, and/or Documentation. "Upgrades" shall also include any modification, improvement, enhancement, added feature, or added functionality to the Licensed Software that Contractor develops, distributes, or enables in

connection with or as a result of any individual Participating Entity's participation in this Agreement. Such Upgrades shall become part of the Licensed Software and available to all other Participating Entities under the terms of this Agreement.

30. **Work**: any or all labor, services (including the Hosted Services), Deliverables, training, equipment, supplies, Materials, Tasks, the Licensed Software, Third Party Materials, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participating Addendum. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s).

__END OF EXHIBIT 1__

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.

1.2 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Exhibit 13 (Participating Addendum). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.3 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any amendment to such Participating Addendum. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.

1.4 Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.6 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Subscription and Perpetual Licensing; Scope of Work; Acceptance; Prior Work.

A. At the request of the Judicial Council of California and for the convenience of the JBEs, terms and pricing are being offered for both perpetual licensing and subscriptions. Unless otherwise noted, the terms set forth in this Exhibit shall apply to both subscription and perpetual licensing. Any terms that apply only to subscriptions and/or are not addressed elsewhere in this Agreement are set forth in Exhibit 4. Pricing for subscriptions is found in Exhibit 8.

B. Scope of Work; Statement of Work. Pursuant to a Participating Entity's Statement of Work (in a form substantially similar to the exemplar Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of Participating Entity. The Statement of Work shall, at a minimum, include:

    a) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;

    b) any projected milestone schedule for the completion of the services, Deliverables, and Work;

    c) any acceptance criteria in addition to the acceptance criteria herein, based on the Business and Functional specifications grid provided by the Judicial Council of California;

    d) the personnel to be assigned, along with their job classification, if applicable;

    e) the anticipated number of hours to be expended by each such person in the performance of Statement of Work;

    f) the name of Contractor's Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;

    g) a draft project plan that addresses the scope and detail of services to be performed; and

    h) to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

C. Acceptance.

B.1. All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. Acceptance shall not be unreasonably withheld or delayed. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable

Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

B.2. The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 7 (Acceptance and Sign-Off Form) to notify the Contractor of acceptance or non-acceptance.

B.3. If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1.B.3 until Contractor's receipt of the JBE's written acceptance of such corrected Work.

B.4. If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the JBE, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request.

D. Prior Work. Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

E. Non-Exclusivity. This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

2. Changes in Work; Stop Work.

A. Changes in Work.

A.1. The JBEs reserve the right to request that Contractor make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by a JBE or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;
b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
c) a statement of the expected impact on schedule.

A.3. If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE may make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE may allow reasonable costs resulting from the Stop Work Order.

B.5. The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

3. Software License.

A. Grant of Rights and Conditions of Use.

A.1. Unless JBE opts to enter into a subscription agreement in which case the terms and conditions of Exhibit 4 (Software Subscription License) will apply, and not the terms and conditions under this Section 3, Contractor grants to the JBE a perpetual, irrevocable, worldwide, non- exclusive license to: (i) install and use the Licensed Software, including for the purpose of conducting the JBE's business; and (ii) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes, not to exceed a total of five (5) copies. The JBE's rights hereunder shall permit the installation and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by: (i) any law enforcement, immigration, judicial or other governmental entity, including, but not limited to, a county probation department, for purposes reasonably related to the administration of, or adjudication in, the courts of the State of California, (ii) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (iii) third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (iv) the JBE's service providers, but only in connection with their provision of services to the courts of the State of California. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility.

A.2. Notwithstanding any other provision in this Agreement, the Judicial Council of California (and its agents, employees, and contractors) and JBE third-party contractors may: (i) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (ii) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (iii) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (iv) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

A.3. Restrictions. The Participating Entity acknowledges that the Licensed Software and the structure, organization, and Source Code thereof constitute valuable trade secrets of Contractor. Accordingly, except as expressly permitted in Section 3.A.1-2 above, any other provision in the Agreement, or as otherwise authorized by Contractor in writing, the Participating Entity will not, and will not permit any Third Party to (a) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Licensed Software to any

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Third Party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Licensed Software; or (d) otherwise use or copy the Licensed Software except as expressly allowed under Section 3.A.1-2 above. The Participating Entity may make five (5) copies of the Licensed Software solely as necessary for archival or backup purposes.

A.4. Additional Materials. Unless otherwise expressly agreed to by the parties, the Participating Entity shall provide and obtain for itself all hardware, software, services and technology necessary to operate the Licensed Software not owned or provided by Contractor.

A.5. Installation. Unless otherwise agreed to and set forth in Exhibit 6, the Participating Entity is responsible for installing the Licensed Software in accordance with the Installation Documentation provided by Contractor.

A.6. Training. Contractor will provide the Participating Entity with training services related to the Licensed Software as described in Exhibit 11.

A.7. Hosting. Contractor will provide the Participating Entity with those Hosted Services described in Exhibit 4 and Exhibit 6 if any. The Participating Entity will pay Contractor the fees set forth on Exhibit 8 for any such Hosted Services.

A.8. Audit Rights. Upon thirty (30) days written prior notice, Contractor will have the right to have an independent audit firm inspect the Participating Entity's records relating to the Participating Entity's use of the Licensed Software, and access and query the Participating Entity's equipment on which the Licensed Software is operating, in order to verify the Participating Entity's compliance with the terms and conditions of this Agreement. The audit will be performed during the Participating Entity's normal business hours. The costs of the audit will be paid by Contractor, unless the audit reveals that the Participating Entity has (i) failed to strictly comply with the restrictions set forth in Section 3.A.3, in which case the Participating Entity will reimburse Contractor for all reasonable costs and expenses incurred by Contractor in connection with such audit. Such audits will be conducted no more than once in any period of twelve (12) consecutive months.

4. Maintenance and Support Services.

A. Maintenance. Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, Upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers or as and when made specifically available by Contractor to any other JBE, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to

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operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; (iii) updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law (including the California Rules of Court), as and when such law may change from time to time during the term; (iv) updates to the Licensed Software if and as required, but no later than six (6) months after Contractor is made aware of the updates and approved by the author, the release of the latest version of the Public Safety Assessment (PSA), Virginia Pretrial Risk Assessment Instrument (VPRAI), VPRAI-Revised, or Ohio Risk Assessment risk assessment tools, will be available thereafter in the next scheduled release to enable the Licensed Software to fully integrate and be compatible with the latest version of any of these risk assessment tools; and (v) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall also include those new modules, improvements, enhancements, Upgrades or extensions which provide additional features or additional material functionality: (a) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed by Contractor free of charge to its customers; (b) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed to or developed by Contractor for any other JBE; (c) if Contractor requires the JBE to install such new module, improvement, enhancement, Upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software; or (d) if such modules, improvements, enhancements, Upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

B. Installation of Maintenance Releases. The JBE shall have the right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's Pretrial Risk Assessment Application to a new platform or operating system, (iii) significant reprogramming or reconfiguration of the Licensed Software, or (iv) undesired functionality. Under no circumstances will Contractor be responsible for the loss of any functionality due to a JBE's refusal to install or implement a Maintenance Release. During the term of this Agreement, the JBE may request that Contractor provide, pursuant to a separate agreement for professional services, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system for the JBE's case management system. If Contractor refuses to provide such Maintenance Release within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participating Addendum in accordance with Section 26.A (Termination for Cause by Court).

C. Support Services. Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the required Support Services, including without limitation telephone support and remote access support. In-person support at the

JBE's location or such other location as JBE may specify, will be billed in accordance with Exhibit 8 – Fees, Pricing and Payment Terms. Support Services are further described in Section 1 of Exhibit 10 (Maintenance and Support).

D. Support Service Levels. In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 10 (Maintenance and Support). JBE, in consultation with and as agreed to by the Contractor, shall assign the applicable Service Level, as described in Exhibit 10 (Maintenance and Support) to each request for Support Services. If there is a still a dispute regarding the applicable Service Level after the JBE and Contractor have consulted on the matter, Contractor shall make final determination. Contractor shall respond according to the applicable response requirements set forth in Exhibit 10 (Maintenance and Support), based on the severity of the error, defect, bug, or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 10 (Maintenance and Support).

E. Suspension of Maintenance. As long as the JBE has paid any undisputed amounts of the Maintenance and Support Fee, the JBE shall be entitled to receive Maintenance and Support Services from Contractor. Other than for non-payment, Contractor shall not suspend or terminate Maintenance and/or Support Services without first obtaining either the JBE's prior written consent or an order of a court of competent jurisdiction (from which no appeal has been or can be taken) affirmatively authorizing such suspension or termination.

5. [INTENTIONALLY OMITTED].

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

A. Audit. Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without

limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

B. Retention of Records. Contractor will 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. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

8. Assignment. Contractor will not assign its rights or obligations under this Agreement (including any Participating Addendum), either in whole or in part, without the prior written consent of the Establishing JBE. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

9. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification for the following paragraphs in this Section 10.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

"Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor's knowledge; this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.

H. No Litigation. Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor certifies that it is in compliance with: (i) PCC 10295.3, which, subject to

specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

J. Expatriate Corporation. Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

a) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108.

b) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

L. Child Support Compliance Act.

a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Small Business Preference Contract Clause. This provision is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Establishing JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

N. Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

(b) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

(c) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

(d) The parties may amend the Agreement to reflect any reduction in funds.

N. Iran Contracting Act

Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

O. Conflict Minerals

Contractor certifies either: (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

A.1. Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.

A.2. Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

a) use of an official position with the government for private gain;
b) preferential treatment to any particular person associated with this Work or Agreement;
c) impairment of a JBE's independence or impartiality;
d) a decision made outside official channels; or
e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participating Addendum, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in

procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

> **A. Payment Does Not Imply Acceptance of Work.** The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.

> **B. Disallowance.** If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

13. Contractor Status.

> **A. Independent Contractor.**

>> A.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

>> A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

>> A.3. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participating Addendum immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

> **B. Contractor's Employees.**

>> B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment

including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4. Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Statement of Work, and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participating Addendum. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules (including the California Rules of Court), and regulations affecting or relating to the performance of the Work or Contractor's obligations under this Agreement. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.

D.2. Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participating Addendum and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E.1. Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participating Addendum.

E.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participating Addendum. Contractor will incorporate this Agreement and any applicable Participating Addendum as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participating Addendum. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

A.2. If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;
b) identify the specific provisions in this Agreement or applicable Participating Addendum on which any demand is based;
c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
e) If the negotiations do not result in resolution of the dispute within forty- five (45) calendar days after receipt of the Notice, the parties

agree to mediation prior to any party initiating a legal action or process in court.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participating Addendum.

15. **LIMITATION OF LIABILITY.**

a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NO 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.

(b) EXCEPT AS PROVIDED IN THIS SECTION, CONTRACTOR'S TOTAL LIABILITY TO ANY JBE WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND/OR SUCH JBE'S PARTICIPATING ADDENDUM SHALL NOT EXCEED, IN THE AGGREGATE, ONE AND A HALF (1.5) TIMES THE AMOUNT OF FEES PAYABLE TO CONTRACTOR BY SUCH JBE UNDER THIS AGREEMENT AND SUCH JBE'S PARTICIPATING ADDENDUM FOR THE FIRST FIVE YEARS OF SUCH JBE'S PARTICIPATING ADDENDUM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION 15(b) SHALL NOT APPLY TO CLAIMS, LOSSES, AND EXPENSES ARISING OUT OF THE FOLLOWING: (I) DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR; (II) CONTRACTOR'S VIOLATION OF ANY APPLICABLE STATUTE, RULE, REGULATION OR ORDER; AND (III) CONTRACTOR'S INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT.

16. Indemnification.

    A. Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with: (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement or any Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, and (iii) infringement or misappropriation of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any services and Work. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

    B. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

17. Insurance Requirements.

    17.1 The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participating Addendum:

        A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

        B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

C. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

17.2 **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

17.3 **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

17.4 **Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

17.5 **Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

17.6 **Certificates of Insurance.** Before Contractor begins performing services and Work, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Establishing JBE and any Participating Entity.

17.7 **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A- or better that is approved to do business in the State of California.

17.8 **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer

waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

17.9   Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

17.10 Consequence of Lapse. If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

18. Confidentiality, Non-Disclosure, and Data Security.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Court's Responsibilities. The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of

the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information.

D. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, excluding any intellectual property belonging to Contractor, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

F. JBE Data Security and Access.

"**JBE Data**" means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, software, or networks provided by Contractor under this Agreement. Unauthorized access to or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of JBE Data that Contractor receives or has access to. JBE owns and retains all right and title to JBE Data and has the exclusive right to control its use.

Contractor shall implement and maintain the highest industry-standard safeguards (including appropriate administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of JBE Data, and Contractor shall comply with privacy and data security requirements set forth in applicable laws, this Agreement, or in the JBE's policies or procedures. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures known to Contractor or to which Contractor can publicly access. Contractor shall maintain and enforce, at its offices and facilities, industry-standard safety and physical security policies and procedures. If performing Work at a

JBE facility, Contractor shall comply with the safety and security policies and procedures in effect at such facility.

If Contractor provides Hosted Services, Contractor shall:
- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities shall be located in the continental United States;
- ensure that Contractor's employees and any Subcontractors personnel potentially having access to the JBE Data have been background-checked, must be authorized to work in the United States and is based in the United States;
- provide periodic full backup of all JBE Data;
- provide periodic incremental backup of all JBE Data;
- have the capability to recover data from the JBE Data backup copy up to 30 days of most current revision history;
- have the capability to restore any service outage within 1 hour of a system or catastrophic disaster event;
- have adequate data protection in place to minimize data loss to within 5 minutes of a system or catastrophic disaster event;
- have the capability to export JBE's raw data in human readable and machine-readable format, and have the capability to promptly provide JBE Data to JBE upon its request;
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations);
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations);
- maintain recoverable secure backups offsite in a fire-protected, secure area, geographically separate from the primary datacenter.

No services (including Hosted Services) or Licensed Software (and related Work) shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where JBE Data is stored shall be within the continental United States. The JBE Data shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding maintenance downtime that is agreed upon in writing by the Contractor and JBE in advance). Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE, all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.

To the extent that California Rule of Court 2.505 applies to this Agreement or any Participating Addendum, Contractor shall provide access and protect confidentiality of court records as set forth in that rule.

G. Data Breach.

Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the JBEs affected by the Data Breach through the fastest means available and also in writing, and in any event within two (2) hours after Contractor's discovery (or reasonable belief) of the Data Breach. A "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) what corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall promptly investigate the Data Breach and will provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the JBE's satisfaction. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach that results from a breach by Contractor of Section 18.F, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement. If the investigation reveals the Data Breach occurred solely as a result of negligence or omission on the part of the JBE, the JBE will cover the costs associated with the Data Breach including the costs to provide Notice, the costs of an investigation and any security audit.

H. Security Assessments

Upon advance written request by a JBE, Contractor agrees that a JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security of the JBE's Data. Upon a JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions.

I. Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the affected JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

19. Ownership of Intellectual Property.

A. Except as provided in this Agreement, Contractor agrees that (i) all Data, Materials and Work created in whole or in part by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum that does not incorporate any of Contractor's proprietary software or intellectual property shall be treated as if it were "work for hire" for the JBE, and (ii) the Contractor will immediately disclose to the JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made by the Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor's proprietary software or intellectual property. For the avoidance of doubt, the JBE will not own (or receive any grant of ownership of), and the term "Creations" shall in no event include, any of Contractor's pre-existing or independently developed software or other intellectual property (or any improvements or modifications to Contractor's proprietary software or intellectual property created or developed pursuant to the Agreement or Contractor's performance thereunder, including any derivative works thereof), which will be licensed to the JBE pursuant to the provisions of this Agreement.

B. All ownership and control of Creations, Data, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, created by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor's proprietary software or intellectual property shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents required.

C. Contractor shall set forth in an exhibit to each Statement of Work any Third-Party Materials that Contractor intends to use in connection with that Statement of Work. The JBE shall have the right to approve in writing the introduction of Third-Party Materials into any Work prior to such introduction. Contractor grants to the JBE without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up,

worldwide, nonexclusive license to use, reproduce, perform, display, transmit, distribute, modify, and create derivative works of Third Party Materials, and to sublicense such rights to other parties, in each case for California judicial branch business and operations.

D. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

20. Modification. No modification or change to this Agreement or any Participating Addendum will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

    A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

    B. Warranties.

        B.1. **Services Warranty.** Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement and the JBE's Participating Addendum, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

        B.2. **Licensed Software Warranty.** Contractor hereby warrants and represents that for the first three hundred and sixty-five (365) days after the date upon which Go-

Live occurs: (i) the Licensed Software, as installed and configured on the JBE's systems, or otherwise provided to the JBE, will perform in accordance with and conform to the applicable Specifications, and (ii) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing database software program as installed as of the effective date of the Participating Addendum.

B.3. **Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software, Hosted Services, or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software, Hosted Services or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (i) unauthorized access to or intrusion upon; (ii) disabling or erasure of; or (iii) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

B.4. **Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. This warranty and representation are subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

B.5. **Warranty of Law.** Contractor warrants and represents that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software, Hosted Services or any part of the Work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Work complies with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iv) Contractor's performances under this Agreement and any Participating Addendum are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

B.6. **Warranty of Title.** Contractor warrants and represents that (i) it has good title to the Licensed Software, and the Licensed Software does not contain any Third Party Materials; (ii) it has the absolute right to grant to the JBE the licenses granted hereunder; (iii) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of

this Agreement; and (iv) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty").

B.7. **Support Services Warranty.** Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

B.8. **Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participating Addendum, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty, and shall include if applicable the information required pursuant to Exhibit 10 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software or the Hosted Services in accordance with the Service Level criteria set forth in Exhibit 10 (Maintenance and Support). If the breach relates to Section 22.B.5 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22.B.6 (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participating Addendum as hereinafter provided in this section. If the breach relates to Section 22.B.7 (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26.A (Termination for Cause), subject to the transition provisions of Exhibit 12 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

B.9. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

C. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participating Addendum for cause.

24. Background Checks.

A. For Contractor's employees, Subcontractors, or agents performing work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the following provisions: License, Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties and Transition, and Contractor's obligations regarding privacy and data security. Notwithstanding any

provision to the contrary, all representations, warranties, and certifications made by Contractor: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum, as well as during any Transition Period under Exhibit 12. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

26. Termination; Term of Agreement.

> **A. Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor 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; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

> Contractor may, by written notice to JBE, terminate this Agreement and the License granted if JBE is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within ninety (90) days after Contractor gives JBE written notice of such breach. In the case of a monetary breach, Contractor, at its own option, may work out alternative payment terms by written agreement.

> **B. Termination for Convenience.**

>> B.1. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

>> B.2. If the Establishing JBE terminates all or part of this Agreement (or a JBE terminates all or part of a Participating Addendum) other than for cause, the JBE will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws

D. Effect of Termination.

> D.1. Upon any expiration or termination, the JBE will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work, excluding any work product containing Contractor's intellectual property.

> D.2. Upon termination of any kind, the JBE may withhold from payment any sum that the JBE determines to be owed to the JBE by Contractor, or necessary to protect the JBE against loss due to outstanding liens or claims of former lien holders.

> D.3. **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 12 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement. Transition Services will be billed in accordance with Exhibit 8 – Fees, Pricing and Payment Terms.

E. Escrow of Source Code. Concurrently with or within a reasonable time after the execution of each Participating Addendum for Licensed Software subject to Section 3 of this Exhibit 3, the Participating Entity and Contractor agree to execute, and to abide by and comply with, an escrow agreement for the Licensed Software Source Code (the "**Source Code Escrow Agreement**") with an escrow agent to be selected and/or approved by the JBE. The terms of the Source Code Escrow Agreement shall include, without limitation, provisions whereby: (1) Contractor would deposit the Source Code for the Licensed Software and the related source documentation (the "**Deposit Materials**") and (2) such Deposit Materials would be released to the JBE immediately upon the occurrence of an Event of Release. An "**Event of Release**" means one or more of the following events: (a) Contractor ceases to provide Maintenance and Support for the Licensed Software as provided in this Agreement and/or fails to provide such support through another appropriate source; (b) Contractor ceases doing business as a

going concern; (c) Contractor files a voluntary petition in bankruptcy or any petition for similar relief; (d) any involuntary petition in bankruptcy is filed against Contractor and shall not have been dismissed within sixty (60) days from the filing thereof; (e) a receiver is appointed for Contractor or any material portion of the property of Contractor; (f) Contractor makes an assignment for the benefit of creditors; or (g) Contractor is unable to pay its debts as they become due. Unless otherwise agreed between the parties, Contractor shall bear the escrow fees due under such escrow agreement. In the event of a release of the Deposit Materials to the JBE, Contractor hereby grants to the JBE a non-exclusive, perpetual, fully paid-up license to reproduce and use such Deposit Materials for the sole and exclusive purpose of providing support and maintenance for the Licensed Software. Notwithstanding any provision in the Source Code Escrow Agreement, in the event that the Source Code is released pursuant to such Source Code Escrow Agreement, the JBE shall have the right to approach, negotiate or contract directly or indirectly with any party, including without limitation any subcontractor to or affiliate of Contractor, for the purpose of procuring ongoing maintenance and support services for the Licensed Software Source Code.

F. Term and Termination.
(a) The term ("**Term**") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the "Initial Term"), unless terminated earlier in accordance with the terms of this Section 26, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement one additional five-year option period (the "Option Terms"). In order to exercise these Option Terms, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term or first Option Term, as applicable. The exercise of an Option Term will be effective without Contractor's signature.

(b) **Participating Addenda**. The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participating Addendum may not exceed the Expiration Date of this Agreement. Execution of any Participating Addendum by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement. Notwithstanding the forgoing, neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this Agreement, is defined as follows: acts of war and acts of god, such as earthquakes, floods, pandemics, and other natural disasters, such that performance is impossible or otherwise commercially impracticable. Contractor cannot guarantee the

performance of any onsite services unless or until, as applicable, the Center for Disease Control and Prevention (CDC) guidelines permit such practices.

28. Waiver; Severability.

    A. Waiver of Rights. JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participating Addendum is not a waiver of its rights and will not prevent the JBE from enforcing such rights on any future occasion.

    B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

29. Loss Leader. Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

30. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

    A. Assignment. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

    B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

    C. Reassignment. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

31. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the

product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

32. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total compensation over $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

33. DVBE Participation Certification. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE Subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE Subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE Subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of Work that Contractor committed to provide to each DVBE Subcontractor and the amount each DVBE Subcontractor received under the Agreement; (2) the name and address of each DVBE Subcontractor to which Contractor subcontracted Work in connection with the Agreement; (3) the amount each DVBE Subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE Subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the Work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

34. Union Activities. Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

35. Publicity. Contractor must not make any public announcement, press release, or other writing relating to this Agreement that is not itself part of the Services without the JBE's prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

36. Counterparts. This Agreement and any Participating Addendum may be executed in counterparts, each of which is considered an original.

37. Singular and Plural Usage; References. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the

interpretation of this Agreement. References to "including" means "including, without limitation."

38. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

39. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Northpointe, Inc DBA equivant Attn: Chris Kamin Interim General Manager 1764 Forest Ridge Dr, Ste A Traverse City, MI 49686 Chris.kamin@equivant.com With a copy to: Greg Eash, Interim General Manager Same address Greg.eash@equivant.com	Judicial Council of California Attn: Tracy Matthews Supervisor Contracts, Branch Accounting and Procurement 2850 Gateway Oaks Drive, Ste #300 Sacramento, Ca 95833 Tracy.matthews@jud.ca.gov With a copy to:

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

40. Hosted Services. Notwithstanding any provision in this Agreement to the contrary, to the extent that any Hosted Services are provided under this Agreement or a Participating Addendum, then in addition to Contractor's obligations regarding the Hosted Services, the

Contractor's obligations regarding the Licensed Software (including without limitation, Support Services, maintenance and support services, transition services, indemnification, warranties, and JBE rights of use/access) shall also apply to the Hosted Services.

41. Tax Delinquency. Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately "for cause" pursuant to Section 26 if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

END OF EXHIBIT 3

EXHIBIT 4

SOFTWARE SUBSCRIPTION AGREEMENT

At the request of JCC and for the convenience of the JBEs, pricing and terms are being offered for both perpetual licensing and subscriptions. Any terms that apply only to subscriptions and/or are not addressed elsewhere in this Agreement are set forth in this Exhibit. Pricing for subscriptions is found in Exhibit 8.

1. **DEFINITIONS.**

1.1 "Additional Services" means those services described on Exhibit 8, if any. Additional Services may be added by mutual agreement pursuant to an amendment or signed Statement of Work referencing this Agreement. JBE may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with Contractor's then current time and materials rates.

1.2 "Consultant" means an individual or entity providing services or other assistance to JBE or Contractor in connection with each party's respective obligations under this Agreement, as applicable.

1.3 "Contractor Technology" means proprietary technology (including software, hardware, products, processes, algorithms, taxonomies, user interfaces, know-how, techniques, Content, designs and other tangible or intangible technical material or information) made available to you in the course of providing the services.

1.4 "Customer Data" means all Data, information and materials provided by JBE for use with the Contractor Technology.

1.5 "Customer's System Administrator" means a designated employee of JBE authorized to manage the Software.

1.6 "Named User(s)" means the number of employees or Consultants of JBE identified and who are given password-protected access to the Subscription by JBE's System Administrator.

1.7 "On Premise", if applicable, means the Software is installed on JBE's information technology environment. Infrastructure is the responsibility of JBE.

1.8 "Software" means Contractor's software and any third-party software provided by Contractor.

1.9 "Subscription" means one or more subscription(s) to Contractor Technology identified on

Exhibit 8, Fee Schedule, or a subsequent attachment, including, related Support that may be provided by Contractor from time to time for the Subscription.

1.10 "Third Party Assessment(s)" means assessment tools within the Software that are either open source or licensed by Contractor pursuant to an agreement between Contractor and the third-party provider.

2. <u>SERVICES PROVIDED.</u>

2.1 <u>Subscription Access</u>. Subject to the terms and conditions of this Agreement, Contractor will make the Subscription available to JBE for JBE's use in JBE's internal business only. Unless otherwise provided in this Agreement or an attachment: (i) Subscriptions may only be accessed by the total number of Named Users and (ii) JBE is responsible for integration or JBE side configuration and deployment of the Subscription. Contractor reserves the right to enable or disable Third Party Assessments at its discretion.

2.2 <u>Security</u>. Contractor will operate an information security program utilizing industry standard policies and technologies to protect JBE Data from unauthorized disclosure or access. In addition to JBE's responsibilities outlined elsewhere in the Agreement, JBE shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Contractor technology by JBE, JBE's employees, Consultants, agents, or any other third parties authorized by JBE to access the Subscription on JBE's behalf.

2.3 <u>Maintenance and Support</u>. During the Term, Contractor will provide Maintenance and Support Services for the Software.

2.4 <u>Professional Services</u>. *(Applicable only to JBEs where Services are included in Statement of Work)*. In connection with the implementation and provision of Subscription, JBE may engage Contractor to provide certain implementation and deployment services ("Implementation Services"), training services ("Training Services"), and Additional Services (all such services, collectively, the "Professional Services") as set forth in a statement of work ("Statement of Work" or "SOW") or in any separate document executed by the parties. JBE acknowledges that the provision of Services by Contractor is dependent on JBE providing access to relevant resources and timely decisions and input in connection with those Services as described in the SOW. JBE further acknowledges that any delays in response, feedback, or access could result in an extended delivery timeline, additional charges, and sub-optimal results. Contractor cannot guarantee the performance of any on site services unless or until, as applicable, CDC guidelines permit such practices.

2.5 <u>Change Management Process</u>. Orders for additional Named Users, Subscriptions or Services will be confirmed by both parties' execution of a change order or other written amendment to this Agreement. Unless specified to the contrary in a change order the annual fees for any added Named Users will be prorated from the Effective Date of the added Named Users and synchronized to the invoicing already in effect for the existing Subscriptions.

3. FEES AND PAYMENT TERMS

3.1 Subscription Fees. JBE will pay Contractor the fees set forth in Exhibit 8. All fees specified are in U.S Dollars and must be submitted in U.S. Dollars. All fees are non-refundable. Fees are due within thirty (30) calendar days of access to the Subscription.

3.2 Subscription Fees. Subscription fees include fees for use of the Software and Maintenance and Support Services for the term of the subscription. Fees are annual and payable in advance for each contract year. Fees will be negotiated each year based on the number of users and the package of product modules provided.

3.3 Professional Services. Fees for any Professional Services will be billed as set forth in Exhibit 8. The prices charged for Services purchased under this Agreement will be Contractor's then current charges for such services or as quoted by Contractor. If the Services are being performed on a time and materials basis, any estimates provided by Contractor are for planning purposes only.

3.4 Hosting Services: Fees for Hosting Services, if applicable, will be listed in Exhibit 8. Fees billed annually in advance for each contract term.

3.5 Additional Services: Additional Services are billed as delivered unless otherwise agreed.

3.6 Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on Contractor (other than taxes related to Contractor's income) in connection with the Services purchased under this Agreement will be paid by JBE and will appear as separate items on Contractor's invoices.

3.7 Payment. JBE agrees to pay Contractor within thirty (30) calendar days after the date of any invoice from Contractor.

3.8 Late Fees. Contractor may charge interest on all late payments equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

4. JBE OBLIGATIONS.

4.1 JBE Control. JBE will be solely responsible for administering and monitoring the use of login IDs and passwords provided by JBE's System Administrator within the Subscription or on behalf of Customer by Contractor. Upon the termination of employment of any Named User, JBE will terminate that individual's login ID and password. Contractor is not responsible for any damages resulting from JBE's failure to manage the confidentiality of its login ID and passwords and JBE is responsible for any actions arising out of use or misuse of JBE's login IDs.

4.2 <u>Prohibited Uses and Restrictions</u>. JBE must not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, derive works from, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Contractor Technology provided under this Agreement, except as explicitly permitted hereunder. Unless otherwise expressly set forth in this Agreement, Exhibit 8 or an attachment, the Subscription and Services must be used solely by JBE or by any law enforcement, immigration, judicial or other governmental entity, including, but not limited to, a county probation department, for purposes reasonably related to the administration of, or adjudication in, the courts of the State of California, (ii) any court user or party needing the Subscription for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (iii) third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Subscription is used only as defined herein, and (iv) the JBE's service providers, but only in connection with their provision of services to the courts of the State of California.. JBE must not permit a competitor of Contractor to access the Contractor Technology, except with Contractor's prior written consent. JBE must not: (a) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs in, to or from the Contractor Technology; (b) interfere with or disrupt the integrity or performance of the Contractor Technology, or the data contained therein; (c) use the Contractor Technology in a manner inconsistent with its applicable documentation; or (d) attempt to gain unauthorized access to the Contractor Technology or related systems or networks. If the Software is On Premise JBE shall maintain proper system security and firewalls. JBE may make one (1) copy of the Software solely as necessary for archival or backup purposes.

4.3 <u>Training Certification.</u> If listed in Exhibit 8, Contractor will provide Training Services to JBE for the purpose of using the Software and training JBE's Named Users. Only JBE personnel trained by Contractor or otherwise certified by Contractor are authorized to train others within the JBE on the use of the Software. JBE acknowledges that the certification is annual and must be renewed to maintain this authorization. Notwithstanding any Training Services provided to JBE under this Agreement, Contractor will not be liable for JBE's use of Software or any information obtained thereby, including any use that may be in violation of any laws or regulations.

5. **OWNERSHIP & RIGHTS**.

5.1 <u>JBE Ownership</u>. As between JBE and Contractor, and subject to the rights of Contractor set forth below, JBE owns all right, title and interest in and to all JBE Data. JBE has sole responsibility for the accuracy, quality and right to use of all JBE Data.

5.2 <u>Contractor Ownership</u>. As between JBE and Contractor, Contractor and/or its licensors are the sole owners of all right, title and interest in and to the Contractor Technology. If JBE provides any feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to the Contractor Technology ("Feedback"), JBE hereby assigns and agrees to assign all right, title and interest in any such Feedback to Contractor to be used for any purpose. All rights not expressly granted to JBE hereunder are reserved by Contractor and its licensors.

5.3 <u>Contractor Technology License</u>. Subject to the terms and conditions of this Agreement and payment in full to Contractor, Contractor grants JBE a non-exclusive, non-transferable, time-bounded license, without the right to grant sublicenses, to use the Software in executable code form only, for the number of Named Users for JBE's internal business purposes only and subject to the terms of this Agreement. For use in connection with Subscriptions, Maintenance and Support Services, and Services, the term of JBE's permitted use will be the duration of the Subscription.

5.4 <u>Contractor's Rights</u>. JBE acknowledges and agrees that Contractor Technology and all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights and other proprietary rights therein are the exclusive property of Contractor and its suppliers and that this Agreement grants JBE no title or right of ownership in Contractor Technology. All rights in and to Contractor Technology not expressly granted to JBE in this Agreement are reserved by Contractor and its suppliers. JBE agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within Contractor Technology.

Standard Hosting Services

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:
- Software (application) and Database hosted under this Agreement
- Database security
- Database Backup services, with retention
- Hosted environment operation.

Amazon Web Services Service Level Agreement
Amazon Web Services (AWS) is the hosting provider for Contractor's standard hosting services. AWS provides Contractor access to server hardware, scheduled maintenance services, replication options and back-up utilities for use by account holders

AWS guarantees its network uptime to be 99%. This guarantee assures that all major routing devices within the data center and internal network are reachable from the United States internet 99% of the time. AWS's hosting SLA includes exclusions for scheduled maintenance, malicious attacks, and legal actions that may impact network uptime.

Contractor Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Hosting Services" for purposes of this Agreement.

I. **Software**
Software refers to JBE's software licensed from Contractor pursuant to this Exhibit 4 (Software Subscription Agreement). The Software is hosted by Contractor pursuant to this Agreement.

II. **Support Software**

Support Software includes the operating system, utilities, database software, monitoring services and necessary licenses required to operate the Software and is provided by Contractor as part of the scope.

- Monitoring includes Maintenance and Performance monitors on bandwidth access (connectivity), server up time, processing stability, unauthorized access, and back door attacks.

III. **Backups**

The Production Database will be backed up two times per day:

- Full back-up of Production and Test database files executed each Sunday: 10:00 PM EST
- Differential back-up of Production and Test database files executed nightly at 10:00PM EST
- Transaction log back-up of Production database files executed every 5 minutes. (Test databases are not configured for full transaction logs.)
- Backups are physically stored in the assigned AWS data center.
- Backup files are retained for 14 calendar days.
- An image of all data and backup drives are securely transferred daily at 6:00AM EST to an encrypted storage volume located in a second storage location within the assigned data center.
- All backup files are stored electronically, on approved servers. No other media is used to backup, store, or secure offsite backups.

IV. **Maintenance Schedule**

Maintenance is scheduled and delivered by Contractor's technical engineers. Maintenance refers to the maintaining all Contractor host servers that house application software and databases. Hosted servers may not be available to JBE during regularly scheduled maintenance windows; maintenance activities are mandatory. Contractor's maintenance schedule is set as follows:

- The first Sunday of every month from 5AM to 8AM (*Windows and Security Updates*).

Hours of System Operations

The Application will be accessible and available to JBE and capable of normal operating functions 24 hours a day, seven days a week, except for periods of Scheduled Maintenance and previously approved outages communicated by the hosting provider. Contractor will not be responsible for inaccessibility arising from communications problems occurring anywhere beyond the Contractor production server side of the router resident at the AWS Data Center.

Compliance Status

All AWS published compliancy certifications can be referenced directly at:

https://aws.amazon.com/compliance/published-certifications/

JBE Responsibilities

JBE is responsible for:

- Assigning a primary JBE representative to coordinate all communications and activities related to Contractor hosting services. This representative will be an authorized decision-maker with appropriate technical capabilities.

- Providing user identification data, creating and maintaining all user accounts and determining the appropriate security profile for each user within the software. JBE will control security at the Application level within all hosted environments.

- Any and all printing activities. No print job will print at the Data Center and all physical printing requirements will be handled by JBE.

- Installing, operating and maintaining all workstation software and network (and JBE's LAN, existing data communications configuration, hardware, or software required at JBE's site) except as otherwise stipulated in the Exhibit 6 (Statement of Work) Contractor network and network responsibility includes the hosted environment configuration (servers, routers) to the boundary of JBE network. Internet bandwidth and uptime from the JBE entry point (physical location/s) is the responsibility of JBE.

- Requesting and scheduling all software release upgrades via Contractor Customer Care. This must be performed a minimum of once per contract year in order to maintain compliance with Contractor's End of Life Software Policy.

- Testing application upgrades and/or application fixes applied by Contractor to Contractor software used by JBE. JBE will test all software release revisions and new versions prior to their installation in the JBE's Production environment within a mutually agreed upon time frame. Approval to alter the hosted test and production environments is required by JBE.

END OF EXHIBIT 4

EXHIBIT 5

SPECIFICATIONS

BUSINESS AND FUNCTIONAL REQUIREMENTS

	PTMS Business Requirements		
ID	**Business and Functional Requirements**	**Yes/No, In progress as of the effective date of the Agreement**	**Comments**
1	**Person Management**		
1	**Demographics**		
	The Pretrial Risk Assessment Application (PTRA) shall have the ability to capture all technical elements for Data Linking as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5. (CII, FBI, unique local ID, CDL, Name, DOB, Sex, Race).	Yes	
	PTRA shall have the ability to capture all pretrial/probation data elements as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5.	No	
	PTRA shall allow user to update, edit, delete, add any and all person/entity profile information/demographics.	Yes	
	PTRA must retain risk assessment history and update data of all person updates, i.e.: Address, phone, alias, etc.	Yes	
	PTRA shall have the ability to configure the application to allow or disallow use of hyphenated names.	Yes	
	PTRA shall have the ability to capture various alternative names, such as alias, moniker.	Yes	

	PTRA shall have the ability to maintain multiple instances of the following information: - General Info (e.g., name(s), address(es), email, languages, phone(s) etc. - Physical Info (e.g., date of birth, height, weight, etc.) - Additional Info (e.g., occupation, etc.) The PTRA should be able to handle addresses that have North, South, East or West as part of the address.	Yes	
	PTRA shall have the ability to comply with ongoing statutory requirements for collecting gender data (M, F, X, example):	Yes	
	The PTRA shall have the ability to capture naturalization and place of birth.;	Yes	
	The PTRA shall have the ability to capture military status: prior and current.	Yes	
	The PTRA shall allow user to add, edit, and delete demographic information related to person.	Yes	
	The PTRA shall permit search on various combinations of specific individual or case identifiers (e.g., name, date of birth, CII or booking number).	Yes	
	The PTRA shall display person's current monitoring status.	Yes	
	The PTRA shall permit Soundex (or equivalent) name search for all person Data groups.	Yes	
	The PTRA shall capture cell phone and email information.	Yes	
2	**Intake/Initiation**		
	PTRA shall receive incoming arrest data from the responsible criminal justice agency (e.g., County Jail).	Yes	Requires unique customization during implementation per customer. May require development effort depending on incoming data source format and transmission methods.
	PTRA shall link incoming new arrest to existing person record using Linking Data Elements as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5 (CII, FBI, etc.).	Yes	
	The PTRA shall create new person record if no match exists.	Yes	
	PTRA shall send CII and required data to California Department of Justice (DOJ) to perform adult criminal history search.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)

	PTRA shall capture required information from above query to populate priors for risk assessment.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall allow for manual entry of ACHS information.	Yes	
	PTRA shall query court Case Management System (CMS) for Failure to Appear (FTA) records and information for risk assessment.	Yes	Requires unique customization during implementation per customer. May require development effort depending on incoming data source format and transmission methods.
	PTRA shall capture all data elements from Jail Information Management System (JMS) as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5.	No	
	PTRA shall provide for transfer or entry of all charges, custody, and release information for each offender from criminal justice agency or court.	Yes	
	For each county, PTRA shall have the ability to have more than one designated court location. Arrest records shall be received and sorted into proper location, allowing user to see single or multiple locations and provide sort/filter capabilities.	No	
	PTRA shall have the ability to classify each incoming arrest as eligible for pre-arraignment release; hearing required; or statutory exclusion.	No	
	PTRA shall flag incoming arrest records for pre-arraignment release eligibility based on county configurable elements, violation section and/or statutory requirements.	No	
	PTRA shall flag incoming arrests ineligible for pre-arraignment release that require risk assessment at arraignment.	No	
	PTRA shall flag incoming arrests ineligible for risk assessment.	No	
	PTRA shall provide notification of required completion time (e.g., 12, 24, 48 hours).	No	
	PTRA shall have the ability to sort and filter an incoming message page by date, eligibility flags, and remaining data fields/elements on the message page.	No	
	PTRA shall have the ability to assign incoming case(s) to an intake officer individually or in groups by configurable criteria at a local level.	Yes	
	PTRA shall allow designation of pretrial officer(s) to tasks associated with a case.	Yes	

PTRA shall provide ability to manually assign and reassign cases to individual or groups of pretrial officers.	Yes	
PTRA shall assign and reassign cases to individual or groups of pretrial officers using one or more of the following methods: randomly; according to predefined rules (e.g., by case category, by case status, by pretrial officer caseload balancing policies); according to existence of specific conditions (e.g., conflict of interest, disqualification); or allow for manual assignment.	Yes	
PTRA shall have the capability for intake staff to create a new case based on information submitted electronically from referral sources (jail arrest) or for intake staff to input manually.	Yes	
PTRA shall have the capability for intake staff to update Data on existing cases.	Yes	
PTRA shall allow entry of information gathered during assessment phase, and provide for interactive administration, calculation, and retention of offender assessment instrument.	Yes	
PTRA shall allow for chronological entry of notes by date, time, and author with coding capability as to type of note(s).	Yes	
PTRA shall allow entry, maintenance, and retention of multiple person data group names (i.e., pretrial officers, judges, defense attorneys, victims, co-defendants).	Yes	
PTRA shall allow users simultaneous access to separate cases and person data groups in all parts of the application for, potentially, all related person data groups, case, and financial information and with the inquiry and report generation capabilities for more varied displays and reports.	Yes	
PTRA shall update each arrest record with release date and type either electronically through JMS interface or allow manual input.	Yes	
PTRA shall maintain table of release types and record release type for data analytics - court cap, bail, detention only (no complaint filed), jail own recognizance (OR), Pretrial OR.	Yes	
PTRA shall allow for use of booking number for case number until court case number is assigned. Update case number from court CMS interface, allow for manual update if needed.	Yes	

	PTRA shall allow for customized local case number configuration.	Yes	
3	**Risk Assessment**		
	PTRA shall have the ability to integrate in real-time with risk assessment tools (e.g., Public Safety Assessment (PSA), Virginia Pretrial Risk Assessment Instrument (VPRAI), VPRAI-Revised and Ohio Risk Assessment System).	Yes	
	PTRA shall have the ability to collect and present supplemental information collected during interview and/or other local business processes as required by local court.	Yes	
	PTRA user interface shall provide mechanism for navigating to the selected risk assessment tool or provides for automatic risk assessment using Data gathered from interfaces (i.e., JMS, Probation Management System (PMS), CMS).	Yes	
	PTRA shall provide automated interviews and pretrial risk assessments.	Yes	
	PTRA shall provide mechanism to add new risk assessment record.	Yes	
	PTRA shall provide mechanism to save new risk assessment record.	Yes	
	PTRA shall provide mechanism to retain all previous records.	Yes	
	PTRA shall have the ability to save and store every risk assessment date for historical reference and reporting.	Yes	
	PTRA shall provide a mechanism to delete a risk assessment record. This permission shall only be granted for specified user groups.	Yes	
	PTRA shall have capabilities to configure multiple risk assessment tools in a graphical user interface.	Yes	
	PTRA shall allow multiple assessments and reassessments per client and these historical assessments shall be clearly visible to the user on a client's record.	Yes	
	PTRA shall allow for a side by side comparison of the current and previous assessments through a graphical display of these comparisons, which may be preferred to a simple textual layout.	Yes	
	PTRA shall support automated triggers for reviewing a client's assessment to determine if it should be modified. These triggers include, but are not limited to, the following: date of last assessment, new Identification information, new charges, referral information.	Yes	Requires unique customization during implementation per customer. May require development effort depending on number and complexity of customer business rules.

	PTRA shall have a trigger or electronic notification of the future assessment dates that shall be predefined based on monitoring and risk levels scheduled at set interval times. Each level of monitoring shall require a different length of time between assessments and this shall be customizable.	Yes	
	PTRA shall allow configurable supervisor approval by type of assessment and unit prior to completion of each assessment, if required at local level.	Yes	
	All completed assessments from the PTRA shall be part of a workflow or queue process to allow for rapid response from review staff.	Yes	
	PTRA shall allow a supervisor to alter risk level and monitoring required for overrides.	No	
	PTRA shall allow capability for entry of pretrial release recommendations and conditions.	Yes	
	PTRA shall provide ability to record results of release recommendations and conditions.	Yes	
	PTRA shall allow for locally configurable, agency-defined "Keep/Release" Decision Matrix.	Yes	Requires unique customization during implementation per customer. May require development effort depending on definition and complexity of Decision Matrix.
	PTRA shall allow for the maintenance of information gathered during assessment phase, and provide for interactive administration, calculation, and retention of offender assessment instrument.	Yes	
	The assessment record from the PTRA shall contain the pre-approved override codes determined by the applicable probation department, along with a corresponding textual description.	No	
	PTRA shall allow for chronological entry of notes by date, time, and author with coding capability as to type of note(s).	Yes	
	Once completed, the risk assessment and recommendation or pretrial report from PTRA shall be submitted to the Judicial Officer Module for review.	Yes	
	PTRA shall have the ability to create risk assessment and recommendation/pretrial report document (pdf).	Yes	
4	**Electronic Review**		

	PTRA shall notify assigned judicial officer(s) via text and/or email, when completed risk assessment is ready for review.	Yes	
	PTRA shall have the ability to access and complete process via computer or mobile device (smartphone, tablet).	Yes	
	PTRA shall allow judicial officer to view risk assessment and recommendation/pretrial report regarding release and monitoring recommendations if any.	Yes	
	PTRA shall allow judicial officer to add, edit, delete or otherwise modify orders regarding release, monitoring conditions or detention.	Yes	
	PTRA shall create the Judicial Order Document with electronic signature.	Yes	
	PTRA shall allow preview of Order before finalization.	Yes	
	PTRA will send completed Order and pretrial release (PTR) to jail, probation, court CMS, District Attorney and Public Defender systems as required.	No	
	In lieu of interface, PTRA will email completed report to designated configurable agencies as needed.	No	
	PTRA shall have ability to send risk assessment report date, time and document to court CMS.	No	
5	**Monitoring/Supervised OR**		
	PTRA shall receive terms and conditions of Monitoring/Supervised OR from the Judicial Order Module.	No	
	PTRA shall record the Judicial Order (grant/deny).	No	
	PTRA shall record terms and conditions of Monitoring/Supervised OR (as ordered).	No	
	PTRA shall send Judicial Order and PTR information/conditions to JMS.	Yes	Requires unique customization during implementation per customer. May require development effort depending on receiving system data format and transmission requirements.
	PTRA shall receive and record release date and time from JMS.	Yes	Requires unique customization during implementation per customer. May require development effort depending on incoming data source format and transmission methods.

	PTRA shall receive and record court hearing date, time, department and hearing type from JMS/CMS.	No	
	PTRA shall maintain hearing table with initial hearing recorded from jail, and future hearings, continuance, and hearing results from court CMS.	Yes	
	PTRA shall update hearing table with hearing status for those hearings held, vacated, reset or otherwise resolved.	Yes	
	PTRA shall have the ability to send text message reminders on all upcoming hearing dates. Number, frequency and schedule of reminders shall be locally configurable.	Yes	
	PTRA shall provide ability to correct or change current case information.	Yes	
	PTRA shall permit single data entry to change information in multiple cases.	Yes	
	PTRA shall permit assignment of related cases, as designated by user, to same pretrial officer and group together on schedule (e.g., consecutive interviews for the same date).	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall provide ability to reassign individual or group of cases from one pretrial officer to another as a single case (e.g., pretrial officer retires, relocates, or changes job duties).	Yes	
	PTRA shall allow for maintenance and retention of multiple current and historical addresses, with beginning and ending dates.	Yes	
	PTRA shall provide ability to maintain multiple dates per task as required by locally defined format and procedures (e.g., assigned, due, completed, approved).	Yes	
	PTRA shall maintain transaction history of all changes including identification of approving supervisor.	Yes	
	Create case note entry for electronic documents generated by PTRA (e.g., notices, warrants, orders).	No	
	PTRA shall allow for automatic notification of changes in case and offender status.	Yes	
	PTRA shall provide ability to create notification of activities or changes in case (e.g., notify pretrial officer of noteworthy activity in case).	Yes	
	PTRA shall provide ability to create, activate, and deactivate case warning functions and notices (e.g., sealed cases, expunged records, warrants).	Yes	

PTRA shall allow supervisor override (e.g., add, change, delete) of case maintenance functions.	Yes	
PTRA shall allow input of first appearance after release, either from JMS, the Judicial Order or court CMS as applicable.	Yes	
PTRA shall send all defendant, risk assessment, and order information to PMS for monitoring/supervised OR purposes if required.	Yes	
PTRA shall record all Probation Data Elements required as listed in the Pretrial Program Data Elements Inventory table in this Exhibit 5.	No	
PTRA shall provide ability to record referrals for services and programs (e.g., counseling, treatment, education, employment).	Yes	
PTRA shall allow for maintenance of case information and document production on demand for monitoring/supervised OR activities (e.g., routine reports such as revocation of pretrial release, compliance with court orders).	Yes	
PTRA shall distribute monitoring/supervised OR documents electronically to other agencies (e.g., courts, court support agencies, criminal justice agencies, and non-criminal justice agencies) in accordance with federal, state, and local statutes, rules, or procedures.	Yes	
PTRA shall view all cases and conditions for each defendant or offender.	Yes	
PTRA shall provide the ability to track progress, compliance, and completion on referrals for services and programs (e.g., counseling, treatment, education, employment).	Yes	
PTRA shall provide ability to track substance abuse testing (e.g., drug, alcohol) and results of those tests.	Yes	
PTRA shall provide ability to document and track work actions performed by staff.	Yes	
PTRA shall provide ability to automatically close a case based on business rules in accordance with federal, state, and local statutes, rules, or procedures.	Yes	Requires unique customization during implementation per customer. May require development effort depending on complexity of business rules.
PTRA shall provide ability to record reason for case closure (e.g., court ordered compliance, provisional compliance, dismissal, death, transfer to another jurisdiction).	Yes	

	PTRA shall provide ability to prevent case from being closed (e.g. probation requirements not met, failed drug or urinalysis tests, outstanding warrants, unpaid fines) with user override capability.	Yes	
	PTRA shall provide ability to close case (e.g., change status to closed; update all related record-keeping functions; generate required forms, notices, and reports for that case).	Yes	
	PTRA shall provide a facility for reopening previously closed cases retaining previous case closure and current reopening information.	Yes	
	PTRA shall have the ability to track incidents and violations of terms and conditions of pretrial release.	Yes	
	PTRA shall have the ability to track court, reporting and drug testing calendars.	Yes	
	PTRA shall have the ability to track state/local criminal statutes.	Yes	
	PTRA shall have the ability to incorporate case notes and chronological events.	Yes	
	PTRA shall have the ability to track office, home, telephone and kiosk reporting.	Yes	
	PTRA shall have the ability to provide automated SMS Text and/or telephone reminders for all scheduled court appearances and scheduled reports.	Yes	
	PTRA shall have the ability to provide SMS Text Notifications for all For the Record Appearances /FTAs.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall have the ability to provide SMS text chat for non-invasive communications with defendants.	Yes	Provide schedulable and/or triggered SMS notifications directly to defendant.
	PTRA shall have the ability to provide customizable analysis dashboard for key performance measurements and reporting.	Yes	
	PTRA shall have standardized metrics for tracking key agency Performance and Outcome measurements.	Yes	
	PTRA shall have the ability to create incident report, Affidavit in Support or Request for Violation of PT Release, Proposed Order Revoking, Pretrial Release and/or Request for Warrant Forms.	Yes	
	PTRA shall have the ability to transmit failure message, report and forms to the court CMS.	Yes	
6	**Document Management**		

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Northpointe Inc. d/b/a equivant
Pretrial Risk Assessment Application

	PTRA shall have the ability to create and maintain a file of templates, including text and negotiated data field identifiers.	Yes	
	PTRA shall allow users to create and maintain files of standard (boilerplate) text, including entire paragraphs, and use files to create documents by inserting this standardized text into templates and create other documents consisting of only the standardized text (e.g., brief progress reports, certain types of notices).	Yes	
	PTRA shall have the ability to reproduce original documents as they appeared with the original Data.	Yes	
	PTRA shall provide transaction history or document tracking as appropriate or as required by federal, state, and local statutes, rules, or procedures for documents sent manually or electronically.	Yes	
	PTRA shall generate and print documents individually or in scheduled batches.	Yes	Individual generation/print exists in software. Scheduled batching estimated delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall distribute documents electronically in accordance with federal, state, and local statutes, rules, or procedures.	Yes	
	PTRA shall have ability to affix electronic signatures to documents.	Yes	
	PTRA shall have ability to upload, scan, attach documents, and photos to case (inline process).	Yes	
	PTRA shall have ability to add comments, notes, etc. to documents.	Yes	
	PTRA shall add metadata and tags to documents.	Yes	
	PTRA shall have ability to search by metadata and tags.	Yes	
7	**Interfaces	Data Exchange**		
	PTRA shall receive new arrest/release information daily from JMS, if not multiple times per day, as required by local configuration.	Yes	
	PTRA shall receive person, case, release and monitoring Data from PMS daily. PTRA shall have the ability to send/receive compliance, non-compliance and completion/termination information, if required.	Yes	

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	PTRA shall send the Pretrial Report with Risk Assessment Information (data and pdf), recommendations for release and conditions of release, Judicial Order (Data/pdf), violation of PTOR/Condition reports, requests for warrants and other information to the court CMS in real time or as designated by local court; and also FTA info and pending case info upon initiation, case updates and court hearing information.	Yes	Requires unique customization during implementation per customer. May require development effort depending on the various receiving systems' data format and transmission requirements.
	PTRA shall send and receive DOJ CII identifying info Data for auto priors check/ new arrest information.	No	
	PTRA shall send all required Data to the Judicial Council (JCC) Data Repository set forth in the Pretrial Program Data Elements Inventory table in this Exhibit 5.	No	
8	**Security**		
	PTRA shall allow access based on authorizations defined, maintained, and controlled by users with administration privileges (e.g., probation monitoring/supervised OR function determining access levels for individual staff).	Yes	
	PTRA shall have ability to restrict to local and remote/internet access to certain cases, classifications of cases, and parts of cases (e.g., access to sealed cases, victim identification) by specific application functions, users, and groups of users in accordance with rules, statutes, or court orders (includes active, inactive, and archived cases). Must have correct authorization, roles (i.e., Role-based access control).	Yes	
	PTRA shall have remote/internet access that supports multi-factor authentication.	Yes	
	PTRA shall provide audit trails and reports that show which users and workstation locations logged on to the PTRA during specified period.	Yes	
	PTRA shall maintain and produce audit trail and reports of file additions, modifications, deletions, and rejected transactions.	Yes	
	PTRA shall enforce configurable password complexity.	Yes	
	PTRA shall allow separate security options for creation and maintenance of pretrial officers' notes for privileged viewing in accordance with federal, state, and local statutes, rules, and procedures.	Yes	

	PTRA shall provide ability for user to designate confidential information such as pretrial officers' notes and victim and witness information in notices and other documents.	Yes	
	PTRA shall have the ability to redact user-designated confidential information in reports and schedules.	Yes	
	Integrity		
	PTRA shall provide on-screen prompts, tutorials, and help screens to assist users in the entry of correct information codes.	Yes	
	PTRA shall perform locally defined edit and data validation checks such as content of each individual data field (e.g., proper format for a date) and relationship of data field to other data.	Yes	
	File Archival, Retrieval, and Destruction		
	PTRA shall identify cases to be archived and later destroyed in accordance with federal, state, and local statutes, rules, or procedures.	No	
	PTRA shall identify cases to be retained permanently in accordance with federal, state, and local statutes, rules, or procedures.	No	
	PTRA shall retain information from inactive, archived, destroyed, or purged cases as needed for related cases that remain active and to retain summary information based on federal, state, and local statutes, rules, or procedures (e.g., indexes) on active or inactive files.	Yes	Requires unique customization during implementation per customer. May require development effort depending on complexity of file retention rules.
	PTRA shall produce reports showing cases that will be or have been archived, stored, sealed, or expunged.	No	
	Hosted/SaaS platforms associated with the PTRA shall be hosted on or certified for CJIS, HIPAA & FedRAMP-compliance (e.g., Microsoft Azure Government's Cloud.AWS Gov. Cloud).Contractor	Yes	
	PTRA shall provide ability to seal or expunge files when ordered by the court.	Yes	
9	**Systems Requirements**		
	General Requirements		
	PTRA shall have the ability to support the use of special characters.	Yes	
	PTRA shall provide short cut keys to assist in navigation.	Yes	

PTRA shall have the ability to use "type ahead" features to assist with ease of data entry.	Yes	
PTRA shall the ability to configure multiple county locations, buildings, divisions, departments and offices.	Yes	
PTRA shall have the ability to configure multiple addresses and phone numbers for the various locations, buildings, divisions, departments and offices.	Yes	
PTRA shall have the ability to configure varying business rules for the various locations, buildings, divisions, departments and offices.	Yes	
PTRA shall have the ability to assign staff to one or more locations with ability to create, read, update or delete information from any case in any location using a single sign on to the PTRA, in conformance with the users security roles/access.	Yes	
PTRA shall have ability to visually alert user to various special circumstances that may exist on a case, by use of an Icon or similar function.	Yes	
PTRA shall provide error, warning or validation messages to the users in a format easily understood by the user.	Yes	
When entering Data that retrieves Data from a reference table, the default of the PTRA shall be to retrieve the values alphabetically unless explicitly stated otherwise.	Yes	
PTRA shall have the ability to assign a DMV court code and ORI code to county locations/buildings.	No	
PTRA shall have the ability to retain history of all configuration or reference tables with effective start and end dates.	No	
PTRA shall have the ability to configure or update tables prior to the effective date of the entry.	Yes	
PTRA shall provide a fully-functioning "On Line" help process.	Yes	
PTRA shall be fully compliant to judicial branch framework where applicable (audit requirement).	Yes	
PTRA shall maintain a case activity log that tracks specific configurable tasks, milestones, and events.	Yes	

	PTRA shall have the ability to filter case activity log, print the case history log, and when one hovers the mouse over the entry, one can see who made the entry, date and time (audit trail info).	Yes	
	PTRA shall allow for informal notes/comments to be added to cases.	Yes	
	PTRA shall allow for permit configurable workflow, with tasks and dependencies. PTRA shall also prompt users for incomplete workflows.	Yes	
	PTRA shall allow for configurable clocks/ticklers to prompt user when action is due.	Yes	
	PTRA shall have comprehensive Document Management, including pre-populated recommendation/pretrial report documentation.	Yes	
10	**Search Functions**		
	PTRA shall perform searches for persons.	Yes	
	PTRA shall perform searches for persons/entities using partial names with "wild cards "and/or "sounds like" functionality.	Yes	
	PTRA shall perform searches for persons/entities using identifiers, such as CII, DOB, driver's license number, bar number, social security number, address, phone number etc. in combination with names or by themselves.	Yes	
	PTRA shall perform searches for cases.	Yes	
	PTRA shall perform searches for cases using partial names with "wild cards "and/or "sounds like" functionality.	Yes	
	PTRA shall perform searches for cases using identifiers, such as driver's license number, bar number, social security number, receipt numbers, address, phone number etc. in combination with names or by themselves.	Yes	
	PTRA shall search for cases using cases numbers, including numbers in old "legacy systems" formats.	Yes	
	PTRA search results should provide the user with sufficient information for the user to select the appropriate search result item.	Yes	
	PTRA shall sort and/or filter search results.	Yes	

	PTRA shall retain search results in cases where the user needs to select an alternate result in those cases where there are multiple likely results. This allows the user to continue with their process without having to initiate a duplicate search.	Yes	
	PTRA shall have the ability to search in a rapid manner, no matter how many search results are returned. Search results are often in the hundreds or thousands and must be quickly displayed in a logical manner.	Yes	
11	**Administration**		
	PTRA shall maintain audit trail, user entry date, time of add/change/update/delete, etc.	Yes	
	PTRA shall provide audit trail of all additions, modifications, deletions to any Data or documents made in the PTRA, including the name of the person making the entry and the date and time it was made.	Yes	
	PTRA shall provide audit trail of all searches and case access for all cases and persons in the PTRA, including the name of the person performing the search and the date and time it was made.	Yes	
	PTRA shall have the ability to view audit trail information.	Yes	
	PTRA shall have the ability to produce reports based on audit trail information.	Yes	
	PTRA shall have the ability to schedule batch jobs and to specify the dependency level of the relationships to other batch jobs, the interval between attempted runs of the batch job, the number of times the PTRA will attempt to run the batch job (when the batch job fails due to the parent batch job not having run), the time at which the PTRA will stop attempting to run the batch job, the date on which the batch job dependency will be active, and the date on which the batch job dependency will become inactive.	Yes	
	PTRA shall have the ability to view, edit, or establish batch job dependencies. Through the use of these screens, the user can view, edit, and establish parent-child relationships between batch jobs in order to ensure that specified batch jobs will not run if their parent batch job has not run.	Yes	
	PTRA shall have the ability to monitor the status of batch jobs, and to rerun or reschedule batch jobs as required.	Yes	

	PTRA shall have the ability to notify admin user when the status of any batch job changes (e.g. completes, fails, etc.).	Yes	
	PTRA shall ability to configure printers (network, local) for specific uses within the PTRA (e.g. all reports are routed to a specific printer, all batch printing jobs are routed to a specific network printer, etc.).	N/A	
	PTRA shall have the ability to specify how printing is handled for each form/notice (e.g., local, batch, deferred).	N/A	
	PTRA shall include a System monitor- a control panel managing the state of the Application / Hardware resources (components) and connectivity status.	Yes	
	PTRA shall have the ability to customize and configure the PTRA user interface based upon user requirements.	Yes	Requires unique customization during implementation per customer. May require development effort depending on complexity of user interface tools.
	PTRA shall have the ability to define or configure county specific data integration.	Yes	
	PTRA shall have the ability to create, read, update and delete all reference tables used in the PTRA.	Yes	Assumption: Can delete records within ref tables. Cannot delete the ref tables themselves.
	PTRA shall have the ability to enter effective start and end dates for reference tables.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall have the ability to have multiple versions of the same table value with various effective date ranges.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall have the ability to create relationships between reference tables to ensure that data dependencies are established.	Yes	Assumption: Sys-code mapping
	PTRA shall have the ability to "bulk load" data into reference tables, such as uploading annual changes to bail schedule, fee table, etc.	Yes	Requires unique customization during implementation per customer. May require development effort depending on complexity of file retention rules.
12	**Security Management**		
	Security/User Administration		
	PTRA shall have provide a comprehensive security framework.	Yes	
	PTRA shall have ability to assign security to Data at the case level or the Data Element level.	Yes	

	PTRA shall have the ability to assign security to documents at the case or the individual document level.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall have the ability for the user to assign/update the security access to cases and/or documents.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)
	PTRA shall have the ability to easily enter/update users within the PTRA.	Yes	
	PTRA shall have the ability to assign users security based on their role or roles (e.g. intake clerks, pretrial assessment officer, probation officer, supervisor, or other assigned role). Users may have multiple roles within the PTRA.	Yes	
	PTRA shall have the ability to assign security based on a set of standard templates, that allow for ease of use and re-use.	Yes	
	PTRA shall have the ability for user to update their own password at any time.	Yes	
	PTRA shall have the ability to require users to update their passwords at specific time intervals.	Yes	
	PTRA shall have the ability to add security to specific user disallowing access to specific case number(s) or case Data and notify application admin of attempts to breach security via alert/report/work queue, etc.	Yes	Delivery 12/31/2020 (Special Release after 8.20.3)

Pretrial Program Data Elements Inventory

Court Case Related Elements

Essential Elements for Data Analysis	Definition	Required/Preferred/ Optional	Yes/No
Court_Case_ID	Court Case Identification Number Used to Match Cases *(i.e., case number, docket number, court case)*		Yes
Secondary_Identification	One Additional Unique ID Match from the Technical Elements Below Including: *Name, Local_ID, FBI, CII, or CDL_ID*		Yes

Hearing_FTA	Did Defendant Miss Court Appearance? *(e.g., yes, no, 1, 0)*		Yes
FTA_Dates	Dates of hearings missed by defendant		Yes
FTA_Bench_Warrant	Bench Warrant Issued, excluding stayed orders *(e.g., yes, no, 1, 0)*		Yes
Warrant_Date	Date Bench Warrant Issued		Yes
Disposition_Outcome	Disposition Result for Each Charge *(e.g., dismissal, charge dropped, pled nolo contendere, guilty, not guilty)*		Yes
Disposition_Event_Date_Time	Disposition Event Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*		Yes
Final_Case_Disposition_Date	Date of Final Case Disposition		Yes
Sentence_Type	Sentencing Result for Each Charge *(e.g., CDCR, jail, jail and probation, probation, other)*		Yes
Sentence_Date_Time	Sentence Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*		Yes *Date only*
Technical Elements for Data Linking	**Definition**		
CII	Defendant's Criminal Identification and Information Number *(if collected)*		Yes
FBI	Defender's FBI Number *(if collected)*		Yes
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID		Yes
CDL_ID	California Driver's License Number/California ID Number		Yes
Name	First and last names		Yes

DOB	Defendant's Date of Birth *MMDDYYYY*		Yes
Sex	Defendant's Sex		Yes
Race	Defendant's Race and/or Ethnicity		Yes
Arrest_Date_and_Time	Arrest date and time *(if collected)*		Yes
Booking_Number	Booking Number *(if collected)* *(if collected)*		Yes
Supplementary Elements for Data Analysis	**Definition**		
File_Date_Time	File Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*		Yes
Case_Status	Status of Case *YYYY-MM-DD HH:MM:SS Zone*		Yes
Case_Status_Date	Case Status Date *YYYY-MM-DD HH:MM:SS Zone*		Yes
Filing Charge	Charge Code and Code Section (Note: If this data is held as two fields, please include Charge_Code and Charge_Statute Variables) *ChargeCode.CodeSection*		Yes
Charge_Level	Type of Charge *(e.g., misdemeanor, felony, violation)*		Yes
Charge_Description	Description of Charge *(i.e., character string description)*		Yes
Hearing_Type	Hearing Type, excluding En Camera and Ex Parte		Yes

	(e.g., arraignment, trial)		
Hearing_Date_Time	Hearing Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*		Yes
Plea_Type	Plea Status for Each Charge *(e.g., pled nolo contendere, guilty, not guilty)*		Yes
Plea_Date_Time	Plea Date for Each Charge (and time if available) *YYYY-MM-DD HH:MM:SS Zone*		Yes
Sentence_Location	Place to Carry Out Sentence *(e.g. LA County Jail, CDCR)*		Yes
Sentence_Term	Length of Sentence *(e.g., 105 days)*		Yes
Date_Risk_Assessment_Report	Date Risk Assessment Report Filed with the Court *YYYY-MM-DD HH:MM:SS Zone*		Yes

Probation, Pretrial and Risk Assessment Related Data Elements

Essential Elements for Data Analysis	Definition		
Tool_Name	Pretrial tool being used	Required	Yes
Assessment_Date_Time	Assessment Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*	Required	Yes
Client_Zip_Code	Zip Code of Pretrial Program Participant	Required	Yes
Tool_Responses	Responses to tool questions based on tool used *Based on specific tool in use.*	Required	Yes
Score(s)	Score *(e.g. high, 9, enhanced, etc.)*	Required	Yes
Release_Recommendation	Recommendation for pretrial release type *OR, Detain, OR-Conditions*	Required	Yes
Release_Authorization	Who authorized pretrial release?	Required	Yes

	Sheriff, magistrate, pre-trial services, judge		
Release_Type	Type of pretrial release *OR, Detain, OR-Conditions*	Required	Yes
Release_Date_Time	Pretrial Release Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*	Required	Yes
Pretrial_Terms_and_Conditions	Pretrial Monitoring Terms and Conditions *(e.g. ankle monitor, phone call check-ins, etc.)*	Required	Yes
Violation_of_PTR	Any violations of pretrial release Terms and Conditions *failed to call in, etc.*	Required	Yes
PTR_Violation_Date_Time	Condition Violation Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*	Required	Yes
Court_Date_Reminder	Client reminded of court date? *Yes, No*	Required	Yes
Other_Pretrial_Service	What service was offered to those released? *Bus Pass, Counseling Services, etc.*	Required	Yes
Termination_Outcome	Reason/Outcome of Pretrial Services Terminations *sentenced, remand, charges dropped, etc.*	Required	Yes
Termination_Date	Pretrial Services Termination Date (and time if available) *YYYY-MM-DD HH:MM:SS Zone*	Required	Yes
Technical Elements for Data Linking	**Definition**		
CII	Defendant's Criminal Identification and Information Number	Required	Yes
FBI	Defender's FBI Number (if collected)	Required	Yes
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID	Required	Yes
CDL_ID	California Driver's License Number/California ID Number	Required	Yes
Name	First and last names	Required	Yes
DOB	Defendant's Date of Birth MMDDYYYY	Required	Yes
Sex	Defendant's Sex	Required	Yes

Race	Defendant's Race and/or Ethnicity	Required	Yes

Jail/Arrest/Release related data elements

Essential Elements for Data Analysis	Definition		
CII	Offender's Criminal Identification and Information Number		Yes
Name	First and last names		Yes
DOB	Offender's Date of Birth MMDDYYYY		Yes
Arrest_Date_and_Time	Arrest date and time YYYY-MM-DD HH:MM:SS Zone		Yes
Booking_Number	Booking Number		Yes
Booking_Date_Time	Booking Date (and time if available) YYYY-MM-DD HH:MM:SS Zone		Yes
Booking_Type	Type of Jail Booking (i.e., on view, street, warrant, commitment, probation violation)		Yes
Court_Case_ID	Court Case Identification Numbers for all associated cases.		Yes
Charge	Booking Charge Code and Code Section (Note: If data is held as two fields, please include Charge Code and Charge_Section Variables)		Yes
Charge_Level	Type of Charge (e.g., misdemeanor, felony, violation)		Yes
Physical_Release_Date	Release Date From Custody (and time if available) YYYY-MM-DD HH:MM:SS Zone		Yes
Physical_Release_Type	*Type of Release (e.g. time served, bail, OR, cite and release, transferred, pretrial supervision, probation, detention only, etc.)*		Yes
Technical Elements for Data Linking	Definition		
CII	Defendant's Criminal Identification and Information Number		Yes
FBI	Defender's FBI Number		Yes
Local_ID	Any Local Identifier Used by the Sheriff's Office, Which Can be Linked to CII, FBI, or Other Local ID		Yes
CDL_ID	California Driver's License Number/California ID Number		Yes
Name	First and last names		Yes

DOB	Defendant's Date of Birth		Yes
Sex	Defendant's Sex		Yes
Race	Defendant's Race and/or Ethnicity		Yes
Supplementary Elements for Data Analysis	**Definition**		
Bail_Amount	Bail Amount by Charge (if available)		Yes
Conviction_Date	Conviction Date (and time if available)		Yes
Conviction_Charge	Conviction Charge Code and Code Section (Note: If this data is held as two fields, please include Conviction_Code and Conviction_Section Variables)		Yes
Employment_Status	Offender's Employment Status (if collected)		Yes

TECHNICAL REQUIREMENTS

#	Category	Requirements	Response/Description
1	**AUTOMATION & INTEGRATION**	All modules of the proposed system, whether provided in a single software product or components from multiple Contractors, must be fully integrated and operate as if they are one system. Systems supporting case management functions, such as risk assessment, electronic review, content management, imaging solutions, etc. are to be fully integrated. For example, all duplicate data entry should ideally be eliminated; an update to a table, screen or form should be available to all related components and subcomponents within the system architecture.	The Northpointe Suite is a fully integrated case management system supporting risk assessments, electronic document management, supervision management, and many other functions. Duplicate data entry is not required, and all modules are integrated together with a consistent interface. When a third party system is required to complete functionality, the Northpointe Suite supports real time bidirectional interfaces to eliminate duplicate data entry and improve data consistency.
		Describe how the proposed solution meets the component integration requirements for a single integrated pretrial system. Also, describe how your system integration complies with industry standards.	The Northpointe Suite features have a full set of published web services for querying and storing data. It also supports a notification system, using standard HTTP PUT requests, to other systems based on events using our web hooks. It uses standard SOAP web services as an incoming interface.
1.1	Application Programming Interface (API)	The proposed solution must provide an application programming interface (API). The Contractor shall describe the API, including functional scope, libraries, standards, protocol(s), supported language(s), any dependencies the API has on internal or external components and any corresponding documentation for the API.	The public API is implemented with SOAP web services. The full documentation for the API is located at https://webdocs.northpointesuite.com/npsuite/8.20.1/webservices/

#	Category	Requirements	Response/Description
		The Contractor shall describe the solution's capability to consume APIs hosted by external parties including governmental and non-governmental agencies.	The Northpointe Suite can interface with third-parties APIs through our DES broker. This broker service is a workflow service that can be configured to receive, transform, and send data through SOAP, REST, flat files, queries to databases, and many other methods.
1.2	Superior Court Interfaces		
1.2.1	API Maturity	The Contractor shall provide a description of existing application interfaces and/or automation currently being used with the proposed solution.	The Northpointe Suite SOAP based web service APIs are currently in use by many of our clients in county and statewide deployments.

#	Category	Requirements	Response/Description
1.2.2	Justice Partner Interfaces	The solution must be capable of sharing and exchanging electronic information with other members of the justice community and with key local, state and national information systems. The Contractor shall describe Justice Partner interfaces, including design, requirements, security and implementation methodology. The Contractor shall list the names and locations of courts or counties currently using this solution to provide interfaces to and/or from external justice partners. The Contractor shall also list the standards and formats used for these exchanges.	The Northpointe Suite has current interfaces with many in house developed solutions as well as other key justice partners in the industry. All of these use the Northpointe Suite standard SOAP web service API to prevent duplicate data entry and share information in a two way interface. State Information Systems WICS - Wisconsin Department of Corrections SOMS - California Department of Corrections and Rehabilitation Justice Partners: TriTech - Elkhart County IN, Catawba County NC, Marathon County WI, Sullivan County TN, Portage County WI, Durham County NC, LaCrosse County WI, Chesterfield County VA New World - Wayne County MI, Walton County FL, Hamilton County IN ETS - Charleston County Adult Detention Center SC Intellitech - Franklin County OH, Oakland County MI Beacon - Marion County FL Caliber Justice - Virginia Peninsula Regional Jail & Support Services VA, PCMS - San Diego Adult Probation Department CA Coris - Virginia DOC Tyler - Alameda County CA GTL - Norfolk County MA Securus - Sullivan County TN
1.2.3	Available API's	The Contractor shall describe available API's or automation not already covered in the above sections.	

#	Category	Requirements	Response/Description
1.3	Web Services	Contractor should provide a catalog of available Web Services, as well as sample documentation and schemas associated with available web services.	The full documentation with schemas is available at https://webdocs.northpointesuite.com/npsuite/8.20.1/webservices/
1.3.1.	REST	The Contractor shall describe the proposed solution's support for REST.	The Northpointe Suite does not publish public REST services, however using the DES broker, it can consume REST services from third party systems.
1.3.2.	SOAP	The Contractor shall describe the proposed solution's support for SOAP.	The Northpointe Suite SOAP based web service APIs are currently in use by many of our clients in county and statewide deployments.
1.4	Enterprise Content Management (ECM) Integration	The proposed system should provide or be designed to accommodate enterprise content management (ECM) integration. At the very minimum, it must provide support for document management. The Contractor shall describe the proposed product's ECM integration features including but not limited to: imaging, document management, work-flow, dashboards & portals. If applicable, the description should also encompass topics such as document life-cycle management, annotation, confidential documents, e-signatures, bar code recognition. Also, describe how document storage is compliant with National Institute of Standards and Technology (NIST) Special Publication 800-53.	The Northpointe Suite's integrated iDMS document management supports document management and supports redaction, annotation, e-signatures, and confidential document restrictions. It also interfaces with OnBase for a full document management solution.
1.4.1	Document Management System Integration	The Contractor shall describe the solution's level of integration & support for 3rd party document management systems. Include, but	The Northpointe Suite's integrated iDMS document management system has a built in interface with OnBase.

#	Category	Requirements	Response/Description
		do not limit, response to the following document management systems:	
		· EMC Documentum	
		· IBM FileNet P8 and IBM FileNet Image Services	
		· Microsoft SharePoint	
		· Laserfiche.	
		· ImageSoft	
1.4.2	Image Capture System Integration	The Contractor shall describe the solution's level of integration & support for the following 3rd party imaging solutions. Include, but do not limit, response to the following systems:	The Northpointe Suite's integrated iDMS document management system has a built in interface with OnBase.
		· EMC Captiva	
		· ImageSource ILINX	
		· Kofax Capture	
		· IBM Capture	
		· IBM DataCap	
1.5	Work-Flow Integration		
	Role-based Work-Flow	The Contractor shall describe the proposed solution's ability to automate role-based work-flows from configurable business rules with multiple parameters and describe its ability to distribute the data to other processes, email, queues, views, notifications, data sources and external applications. Also, describe how the work flow engine manages and resolves task activity dependencies, rejected tasks and prioritization of tasks.	The Northpointe Suite's workload management system manages case managers workload and gives them easy access to dashboards displaying upcoming tasks and overdue tasks. It also gives case managers the ability to request task deferments from a supervisor.

#	Category	Requirements	Response/Description
	Time Standards, Ticklers & Notifications	The Contractor shall describe how the proposed solution notifies users of time standards and ticklers	All tasks due for cases managed are displayed on the case manager dashboards. Alerts on cases managed display in the footer of the application and allow the user to click the alert to take them to system/record alerting. Scheduled events can be configured to display a notification based on a configurable amount of time before the event. The ticklers appear in the footer of the application. SMS notification is an option to notify offenders of upcoming scheduled appointments or court dates.
	Job Scheduling	1. The Contractor shall describe whether the job scheduler supports prioritization.	The scheduler does not support prioritization of events.
		2. The Contractor shall describe the flexibility and granularity of scheduler configuration for recurring events.	The scheduler does not support recurring events.
		3. Is the scheduler capable of ignoring blocked off calendar days such as court configured holidays? If so, do the blocked off days have to be configured separately in the scheduler or can they be pulled from the CMS court calendar configuration?	The scheduler does not support automatic scheduling.
		4. Describe the scope of the job scheduler. For example, what types of objects, entities or tasks can be scheduled?	Users can manually schedule their own appointments or, if they have proper permissions, post it to another user's schedule as well. Offenders can also be added to these appointments.
		5. Will the scheduler/system provide alerts during performance impacts, during working and non-working hours?	The system does not automatically generate alerts, but an administrator can manually create alerts for this purpose.
		6. Describe if the Job Scheduler has the ability to define job dependencies and how it resolves/notifies when a job dependency fails.	The scheduler does not support job dependencies.

#	Category	Requirements	Response/Description
		7. Describe the types of alerts that the Job Scheduler supports.	Users are notified with a tickler inside of the application. Offenders are notified via SMS.
1.7	Dashboard Integration & Business Intelligence	The solution should include a comprehensive business intelligence tool for the collection, retrieval, organization, presentation, and analysis of case data and statistics. The tool should include a dashboard feature that can display aggregate case statistics and/or specific case status data including approaching deadlines for case documents and filings. The dashboard should ideally be configurable based on operational role, such as an intake/assessment officer, assigned supervision officer, operations manager or judge. The Contractor shall describe the business intelligence capability included with the proposed solution, how data is collected and how it will be used to meet specifications, include the extent to which any screens or displays are individually configurable. Is Business Intelligence and dashboard included as part of the core product?	The Northpointe Suite features dashboards for displaying various statistics and important information about cases. The dashboards visibility can be configured by the user's role. It also features workflow dashboards that display upcoming or overdue tasks for the case manager. Additionally, the Northpointe Suite has an ad-hoc data export tool for users to select data and conditions of the data export.
1.8	Web Portal Integration	The Contractor shall describe and define the proposed solution's Web Portal and the support for Web portal integration.	The Northpointe Suite has successfully been integrated inside of client's portals but does not include a web portal.
		· Define the solution's Architecture of the Web Portal, i.e. is it integrated with the application or a separate stand-alone solution. If the Web Portal is integrated with the application, what security protocols are in place to ensure data security?	The Northpointe Suite is not a web portal and does not include a web portal. However, it does function inside of web portals and can be configured with a single sign on with the portal. All data into and out of the suite is transferred with TLS1.2.

#	Category	Requirements	Response/Description
		· Does the proposed solution integrate with court developed Web services?	The Northpointe Suite integrates with REST and SOAP web services using the DES Broker and can be integrated with any system that uses web services.
		· Describe the solution's ability to support distributed user administration of portal user accounts, including public accounts and justice partner account administration.	The Northpointe Suite does not support distributed user administration outside of Active Directory.
		· Describe how and to what extent the solution complies with United States Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0.	The Northpointe Suite does not comply with Section 508 nor WCAG 2.0.
1.10	Support of NIEM Standards	Describe the extent your solution already incorporates NIEM standards or your ability to do so as part of the implementation. If your proposed solution is not currently in full compliance with NIEM standards, describe your plans to provide compliance.	The Northpointe Suite continues to allow clients to use configurable labels for data elements while retaining the structure of internal database naming conventions. Consideration for NIEM standards will be evaluated in fall 2020 with the release of NIEM 5.0
1.11	Information Exchange Packages (IEP)	Provide a list of the IEPs which are incorporated into your proposed solution.	There are currently no IEPs incorporated into the Northpointe Suite.
1.12	Pre-Established Integration	List and describe any pre-established integrations between the proposed solution and commercial software, such as Microsoft Outlook. Describe how the integration is designed to be used within the solution, as well as versions of the commercial software.	The Northpointe Suite scheduler can be integrated with any calendaring system that supports ics files to sync calendars. This includes Microsoft Outlook, Apple Calendar, and Google Calendar.
2	**PRODUCT SCALABILITY AND PERFORMANCE**	The Courts/counties require a solution that meets and enhances operations. The solution must be aligned with industry standards, be highly reliable for daily operations, and designed to protect against catastrophic failures. The system must be scalable to	

#	Category	Requirements	Response/Description
		accommodate an increase in data, documents and the number of internal and external end-users without noticeable degradation to performance. The Contractor shall respond to the following sections:	
2.1	Load Scalability	Describe what mechanisms are built into the proposed solution's architecture to allow it to easily expand and contract its resource pool to accommodate heavier or lighter loads.	The Northpointe Suite can be hosted through Northpointe using AWS in the GovCloud region. When the load is high, new servers can be added on demand.
2.2	Functional Scalability	Describe how the proposed solution will help minimize future level-of-effort required for enhancing or adding functionality. Describe how the proposed solution will allow for integration with custom designed solutions via web services or alternative technologies.	The Northpointe Suite provides SOAP web services and web hooks for interfaces with other systems as well as a broker customized integrations. The broker can consume a large variety of sources and can be configured with workflows to process the data without additional coding.
2.3	Administrative Scalability	Describe how the proposed solution would allow an increasing number of users to easily share a single distributed system.	The Northpointe Suite is scalable and has many statewide deployments in place with up to 15,000 users. It can be configured for use in multiple agencies with data segregation.
2.4	Geographic Scalability	Describe the proposed solution's architectural considerations for maintaining performance when scaling to distributed geographic locations. For example, if the solution were to be hosted by a court to serve users in a different geographical location. Provide examples of how systems have been deployed. Example should include how multi-instances are deployed in different geographical locations; including integration points between multiple instances.	The Northpointe Suite is web based and can be accessed from any geographic region needed. All integrations can also be performed encrypted over the internet.

#	Category	Requirements	Response/Description
2.5	Performance	The system must be designed to meet performance demands that could include multiple, concurrent, intensive transactions, such as batch processing and large, resource intensive reports without noticeable performance degradation. Describe how the proposed solution is designed to meet this requirement.	The Northpointe Suite is scalable to many thousands of users. Reporting and batch processing are optimized in the database to prevent any performance degradation. User designed and created reports are based on a separate reporting database to ensure performance of the transactional database.
2.6	Scalability and Performance Use Cases	List the name and location of the smallest and the largest county currently running the proposed solution. The Contractor shall describe how and who performs system/application tuning as system workload increases over time.	The smallest county is Albany County Court Treatment Program in Wyoming. The largest in user count is the California Department of Corrections and Rehabilitation. The largest in number of concurrent users is the Wisconsin Department of Corrections. CDCR is hosted on the CDCR servers in Sacramento. Wisconsin is hosted by equivant in the AWS GovCloud. equivant load tests the application on each release to verify the server capacity before performing updates and will add resources or servers as needed.
3	**PRODUCT SUPPORT MODEL**	The Contractor shall describe and provide ongoing services in support of the products comprising the solution and its usage after implementation. These services include, but are not limited to:	
		· Warranties on software and deliverables;	These are set forth in Exhibit 3 of the Agreement.
		· Availability of a help desk to document and track incidents, problems, service requests; and coordination of Contractor resources to facilitate ticket resolution;	The county will be granted access to our incident tracking system 24 hours per day, 7 days a week. They will be able to create incidents, monitor the status, and communicate with the customer care team through this system. equivant also provides phone and email support, both of which will create tickets through the same system.

#	Category	Requirements	Response/Description
		· Provision of corrective maintenance via software updates and patches;	Hot patches for issues that affect the functionality are released as needed for software releases for up to one year after release. Hot patches for high priority items are released no more than two weeks after an issue is reported. If any issues to the software require fixes to the data, the customer care team works with the agency to help correct the issues with scripting to avoid manual clean up.
		· Software enhancements via version or release upgrades. Also include a copy of the standard support and maintenance agreement.	These are set forth in Exhibit 3 and 10 of the Agreement.
3.1	Organizational Structure	The Contractor shall address these items and respond to each of the following topics.	
3.1.1	Support Services	Submit an organizational chart depicting software and hardware support services. Include the number of employees and the number of contractors for each role. For contractors, either state that they are independent contractors or list the organization that they work for. Include charts for the following types of support:	
		1. Support services for a locally hosted solution	Contact equivant for Organizational Chart
		2. Support services for data centers hosting multiple counites	Contact equivant for Organizational Chart
		3. Support services for Contractor-hosted solutions	Contact equivant for Organizational Chart

#	Category	Requirements	Response/Description
3.1.2	Software Development Services	Submit an organizational chart depicting software development and quality assurance. Include the number of employees and the number of contractors for each role. If contractors are used either indicate that they are independent contractors or list the organization(s) that they work for.	Contact equivant for Organizational Chart
3.2	Scope of Coverage	Which of the proposed solution's internal and external components are covered by the support agreement? Describe the scope of coverage for each of the following areas:	Please refer to Exhibit 10 of the Agreement.
		1. Developer support	equivant support covers support of developers integrating with our API.
		2. Product enhancements	All product enhancements are covered in the support agreement.
		3. Software upgrades	All software upgrades are covered in the support agreement.
		4. Technical assistance	Technical assistance is covered in the support agreement.
		5. Bug fixes	Bug fixes are provided either by a new software release or through hot patches. Both are covered in the support agreement.
		6. Security patches	Security patches are provided either by new software releases, through hot patches, or server patches. All are covered in the support/hosting agreement. The standard patch window is between 9pm and midnight on the first Sunday of the month.
		7. Service requests	Service requests are not covered by the support agreement.
		8. Other types of support	
3.3	Support Levels, Service Availability and Responsiveness		
3.3.1	Help Desk Services	Describe your help desk services, including toll-free access, manned coverage hours (PST), and	

#	Category	Requirements	Response/Description
		on-call availability to technical support staff. Identify available help desk option(s):	
		1. On-site support	On-site is not covered in the support agreement but can be provided for charge if required.
		2. Telephone-based support	Toll-free support is provided 8 AM-2 PM PST in the support agreement. The line is monitored 24/7 so we can be notified if a priority 1 issue is received. Priority 1 issues are not limited to normal business hours.
		3. E-mail-based support	Tickets can be created or updated via email. All email from the customer care team is logged in the ticket and can be viewed through the web based ticketing system.
		4. Online chat-base support	We do not provide online chat support.
		5. Web-based support	Agencies will receive an account to our web based ticketing system where they can monitor the status of all tickets and report incidents.
		6. Other	
3.3.2	Single Point of Contact	For solutions that involve multiple components or products from multiple Contractors it may be difficult for staff to determine in which system a problem occurs. Thus, a single point of contact to coordinate the identification and resolution of the problem is essential. Indicate whether or not the Help Desk will provide single point of contact services to the Court and list any constraints or limitations which may exist in order to facilitate this.	The help desk provides a single point of contact with no constraints or limitations.

#	Category	Requirements	Response/Description
3.3.3	Problem Resolution Responsiveness	Describe the approach for identifying the severity/priority level of reported incidents or service requests and the service level target or guaranteed response times for responding to and resolving reported problems and requests at each level. Additionally, describe your escalation process to ensure that items which become more critical are resolved properly and timely.	This is set forth in Exhibit 10 of the Agreement.

#	Category	Requirements	Response/Description
3.3.4	Knowledge Base and "Self Service" Help Capabilities	Describe the availability of an online knowledge base that can be accessed directly by users and technical staff to obtain answers to frequently asked questions (FAQs), research symptoms and identify resolutions to known issues. Describe all "Self Service" help capabilities and interactive services, such as an online forum where the users could exchange information with other customers.	The online ticketing system contains a self-help portal that contains many announcements, articles, white papers, recordings of webinars, user guides, and release notes. These are updated with each new release.
3.4	Software Updates & Security Alerts	Describe how users are notified of security patches, bug fixes, new releases and product enhancements. Include frequency of releases, and length of time allowed on a past release for support services.	The Northpointe Suite issues three releases per year. The release schedule and release notes for each version are available on the self-help portal. The client would simply create a customer care ticket to schedule an update. Each release is supported by hot patches for one full year. Technical support for the release extends past the year but the client may have to update to a newer version to fix the specific issue they are experiencing. If the client reports an issue, they will be notified through the ticket of the release or hot patch that fixes their issue and the timing of the release.
3.4.1	Product Life Cycle	Describe software lifecycle. (How long the product is supported after release, how long will it be in extended support, and end of support before a new version upgrade.)	The Northpointe Suite issues three releases per year. Each release is supported by hot patches for one full year. Technical support for the release extends past the year but the client may have to update to a newer version to fix the specific issue they are experiencing.

#	Category	Requirements	Response/Description
3.4.2	Product Development Life Cycle	Describe the product management process for new features and defect fixes. Also describe or provide examples of release managing and schedules.	There are 3 releases per year (typically March, July, November) to handle new features and defect fixes. For defects that impact a client's ability to effectively use the system in a production environment, a hot patch process for the current version may address defects for a specific issue. For all product improvement ideas, equivant uses Aha! to solicit and manage ideas from clients and users. Clients may always submit enhancement requests or product improvement ideas throughout the product management process. All ideas are managed, prioritized and assigned to a release based upon a product roadmap or client needs with approval from a Product Review Board. After specifications are written, development will occur with owner reviews as needed. Upon completion, the release is sent through a separate QA process before the release is finalized and made available. Release notes and a live webinars are provided to help customers determine if they will take the new release.
3.5	Warranty and Maintenance		
3.5.1	Warranty Services	Describe the warranty coverage, terms and duration provided for the software and deliverables provided pursuant to this RFP.	Please refer to Exhibit 3 of the Agreement.

#	Category	Requirements	Response/Description
3.5.2	Maintenance Agreement	Describe the coverage, terms and duration of the maintenance and support agreement. Note that cost information for the maintenance and support agreement is not to be provided in this Technical Proposal.	Please refer to Exhibits 3 and 10 of the Agreement.
3.5.3	Corrective Maintenance	Corrective maintenance deals with the repair of faults or defects found. Describe the process for classifying and resolving software defects reported by the Courts after the warranty period. How often will a Court be expected to implement a corrective maintenance release?	When a ticket is created it is evaluated by the customer care team to determine if it is a software defect, a configuration issue, training issue, etc. If it is a software defect it is referred for review by the development team. Once accepted by the development team it is scheduled for either a release or a hot patch. Hot patches will only be created for releases up to one year from their release date. Courts are only expected to implement hot patches when it fixes a defect that they desire fixed or if it is a security issue. Please also refer to Exhibits 3 and 10 of the Agreement.
3.5.4	Adaptive Maintenance	Adaptive maintenance is required to adapt software to changes in the environment, such as from new releases of an operating system, or where changes to one integrated component affect another component. Describe the extent to which adaptive maintenance is included in the support model so that all core products continue to operate properly when any core product is modified due to an update issued by the Contractor. How often will a Court be expected to implement an adaptive maintenance release?	The Northpointe Suite has three releases a year containing new features and updated or optimized changes to existing features. Customers are expected to update at least once a year to stay current, however this is not a requirement.
3.5.5	Support for Changes Caused by Legislative Mandates	Updates and modifications to the software are periodically needed to meet legislative mandates and statutory requirements. Describe the extent to which providing such updates is included in your support agreement	Legislative mandates fall into our normal product improvement process with three releases per year. Requirements for changes are required 270 days before a release and exceptions are handled on a case by case basis.

#	Category	Requirements	Response/Description
		or whether these are considered custom enhancements. What is the estimated development to deployment timeframe for legislative mandates?	
4	**BUSINESS CONTINUITY**		
4.1	Reliability and Availability	The proposed system must be highly reliable and available for daily operations, including a fault-tolerant architecture to protect against catastrophic failures. In the event of a system failure, the system should have the capability to recover quickly, minimize loss of data and limit impact on operations.	
		Describe how the proposed solution is designed to meet the reliability and availability requirements and protect against failures. Identify specific capabilities that will be in place to ensure that transactions such as data entry, or data exchanges are fault resistant and recoverable without loss of data.	The data storage for the Northpointe Suite is Microsoft SQL Server. It is designed to operate with full transaction logs that are backed up every ten minutes and retained for two weeks. A snapshot of the backup drives is taken daily, copied to a geographically separated datacenter, and retained for 2 weeks. New virtual servers can be created from these snapshots on demand for minimal down time.
4.2	Business Continuity Architecture	The Contractor shall provide any additional information not already covered that relates to the following topics, including recovery time objectives; both from a system-wide perspective as an information technology professional and from the perspective of an end-user inside a high-volume county:	
		1. Fault Tolerance	Load balancing and auto scaling servers is available using our AWS hosting.
		2. Fail-Over	equivant does not provide hot fail over servers as part of our standard hosting agreement.

#	Category	Requirements	Response/Description
		3. Hot Backups	All backups and snapshots are created with the Northpointe Suite available to users.
		4. Disaster Recovery	The images of the servers are copied to a geographically separated data center on a daily basis. New servers can be created from these images on demand.
		5. Point-in-Time Recovery	The SQL log files backups are taken every 10 minutes and can be restored to any point in time if required.
		6. Version Rollback (i.e. when something goes wrong with an upgrade, update or a patch)	Backups are taken before any patch is applied and can be rolled back.
5	PRODUCT MATURITY & CUSTOMER SATISFACTION		

#	Category	Requirements	Response/Description
5.1	Existing Deployments	The Contractor shall list of all agency names and locations that are currently using the proposed solution. Please separate list by California and non-California agencies.	California Agencies Assess Expert, Inc Los Angeles County Sheriff's Department (CA) Sacramento County Sheriff's Department (CA) California Department of Corrections and Rehabilitation (CA) San Diego County Sheriff's Department (CA) University of California San Diego (CA) San Francisco Adult Probation Department (CA) Alameda County Probation Department (CA) Santa Barbara County Probation (CA) Lassen County Sheriff's Office (CA) Perspecta Enterprise Solutions, LLC (CA) for San Diego Adult Probation Dept. HealthRight 360 (CA) Los Angeles Sheriff Department - Youth Division (CA) Riverside County Probation Department (CA) Non-California Agencies Hamilton County Sheriff's Department (IN) Kent County Sheriff's Office (MI) Kalamazoo County Sheriff's Office (MI) Lander County Sheriff's Office (NV) Grant County Sheriff's Office (WA) Kennebec County Sheriff's Office (ME) Catawba County Sheriff's Office (NC) Lexington County Detention Center (SC) Marathon County Sheriff's Office(WI) Winnebago County Sheriff's Office (WI) Sarasota County Corrections (FL) Fulton County Sheriff's Office (GA) Australian Capital Territory Services The Difference Principle (WI) Urban League of Rochester, Inc. (NY) Laramie County Veterans Treatment Court (WY) Broward County Human Services Department (FL) Door County Sheriff's Office (WI) Professional Probation & Parole Consulting, Inc. (MI) Passaic County Sheriff's Office (NJ) Portage County Justice Programs (WI) Puyallup Tribe Probation (WA) Charleston County Sheriff's Office (SC) Wayne County Sheriff's Office (MI) Pinellas County Sheriff's Office (FL)

#	Category	Requirements	Response/Description
			Franklin County Sheriff's Office
			Virginia Department of Corrections (VA)
			Massachusetts, Commonwealth of DOC (MA)
			South Carolina Department of Probation, Parole and Pardons (SC)
			New York State Information Technology Services (NY)
			Michigan Department of Corrections (MI)
			Wisconsin DOC - Office of Secretary (WI)
			Michigan Department of Technology, Management & Budget (MI)
			Norfolk County Correctional Center (MA)
			Durham County Sheriff's Office (NC)
			Oakland County (MI)
			Kitsap County Sheriff's Office (WA)
			Collier County Sheriff's Office (FL)
			Ada County Sheriff's Office
			Hudson County Correctional Center (NJ)
			Lubbock County Sheriff's Office (TX)
			Cabarrus County Sheriff's Office (NC)
			Berrien County Sheriff's Department (MI)
			Eaton County Sheriff's Office (MI)
			Marion County Sheriff's Office (FL)
			Unified Government of Athens-Clarke County (GA)
			Walton County Sheriff's Office (FL)
			Elkhart County Sheriff's Office (IN)
			Bernalillo County (NM)
			Project More, Inc (NY)
			New Mexico Corrections Department (NM)
			North Dakota Division of Juvenile Services (ND)
			Wyoming Department of Corrections (WY)
			GEO Group, Inc. (FL)
			Washington D.C. Department of Corrections (DC)
			Albermarle Charlottesville Regional Jail (VA)
			Brown County Sheriff's Office (WI)
			Saginaw County Sheriff's Office (MI)
			Clinton County Sheriff's Office (MI)
			Twin Falls County Sheriff (ID)
			LaCrosse County Sheriff's Department (WI)
			Ashland County Law Enforcement Center (WI)
			Sullivan County Sheriff (TN)
			Sauk County Sheriff Office (WI)
			Monroe County Sheriff's Office (MI)
			Polk County Sheriff's Office (IA)

#	Category	Requirements	Response/Description
			Kenosha County Sheriff's Department (WI) Outagamie County Jail (WI) Portage County Sheriff's Office (WI) Muskegon County Sheriff's Department (MI) Washtenaw County Sheriff's Department (MI) Osceola County Corrections Department (FL) Jay County Sheriff's Department (IN) Kootenai County Sheriff's Department (ID) Sebastian County (AR) Lane County Sheriff's Department (OR) Harnett County Sheriff's Department (NC) Coryell County Sheriff's Office Wisconsin DOC Region 3 Office (WI) Cumberland County (NJ) Chesterfield County Community Corrections (VA) Pine Rest Christian Mental Health Services (MI) Somerset County Probation (PA) EAC NYC TASC (NY) Ottagon Addictions Recovery Center, Inc. (MI) Essex County Correctional Facility (NJ) SEPTA Correctional Facility (OH) Salvation Army (MI) Sault Ste. Marie Chippewa Tribal Court Bexar County (TX) Dodge Co. Information Technology Department (WI) SHAR, Inc. (MI) Osborne Association (NY) Albany Co. Court Supervised Treatment Program (WY) Lycoming County (PA) Kalamazoo Probation Enhancement Program (MI) Winnebago County (WI) Clinton County Information Technology (MI) Michigan Office of Community Corrections (MI)
5.2	Customer Retention Ratio	The agencies shall score customer retention ratio based on the number of customer's planning to move off Contractor's products vs. number that are remaining with or planning to transition to Contractor's products. Please provide your customer recommendations or trade publications regarding their solution? A Contractor's response to this item is optional.	Contractor's average annual customer account attrition rate is 3.5% over a 24-month period.

#	Category	Requirements	Response/Description
6	USER INTERFACE EVALUATION	The Contractor shall describe the user interface (UI) features that differentiate the proposed solution from competitive solutions. The description should include, but not be limited to the following categories:	
		· Data entry efficiency and customizable data entry screens	Data entry screens are easy to navigate, understand, and insert or update data. If there are validation issues with the input, the field is highlighted with a message describing the validation issue.
		· Efficiency of configuration screens	The configuration screens are organized to walk the users through the configuration of the Northpointe Suite. Further, an administrator can add configurable codes from any screen that is using the codes without having to go to configuration.
		· Mobile optimization and responsiveness	The Northpointe Suite is not optimized for mobile and does not feature a responsive design. It however will function on mobile browsers.
		· Efficiency of movement between screens & functions	Workflow configuration allows the agency to configure the flow from screen to screen and can follow the function the user performs.
		· Search and look-up efficiency	Several different search options are available. Users can search by a variety of combinations such as name, any identification number, date of birth, gender, race, status, height range, weight range, eye and hair color, case status, next court date, , aliases, monikers, military history, gang status, risk assessments, and many others as well. Also, a quick search feature is present on the header of every page that will search by name and any identification number for quickly finding and opening a different case.

#	Category	Requirements	Response/Description
		· UI consistency across the suite of product components	The Northpointe Suite provides a single consistent UI experience as all of the application was developed by equivant without interfacing with external applications.
		· Unobtrusive alerting and notification mechanisms	Notifications appear in the footer of every page with a red highlighted number next to the icon for notifications.
		· Intuitive screen, form and button layouts	All screens have a consistent and intuitive look and flow with consistent buttons and menus.
		· Ability to cut and paste from external applications, such as Microsoft Word and Adobe Acrobat Reader	Copy and paste is compatible from external applications.
		· Quick access keys and look-ahead typing	The Northpointe Suite features quick access icons in the footer of every page for viewing and opening the most important information to the case manager. Look-ahead typing is available where appropriate.
		· Minimal scrolling	Scrolling is minimal through the entire application.
		· Effectiveness of application help features	Every page in the Northpointe Suite can have custom uploaded help documents so the client can customize the documentation to match their processes.
		· Screens designs inspired by users, not programmers	The layout was designed in consultation with practitioners.
		· Screens uniquely designed for specific roles, such as intake, risk assessment and supervision officers	Great care was taken in designing the layout of screens based on roles of the users. Where appropriate, sections of pages will not be visible, based on workflow and security configuration, to users that do not perform that task.
		· UI responsiveness based on good architectural & software design.	The Northpointe Suite is designed as a single page application with a responsive UI.
		· The use of mouse navigation, clicks and control keys.	The entire application is navigable by mouse with clicks. Users caseloads and recently opened cases can be viewed and opened without having to search.

#	Category	Requirements	Response/Description
7	REPORTS & SYSTEM GENERATED DOCUMENT CAPABILITIES	The agencies require that the application be capable of producing system documents and reports. A system generated document receives data from the application and produces a document for final editing by the user.	

#	Category	Requirements	Response/Description
		Describe in detail how the proposed solution will meet this requirement. List all existing or "canned" reports included in your solution. Explain how local reports will be created. Respond to the following:	Users can create their own reports using the ad-hoc reporting tool included in the Northpointe Suite. Also, canned reports can be copied and edited to create custom reports. Listing of canned reports: Active Caseload Count by Case Manager Active Cases by Case Manager Actual Supervision Level Approved All cases assessed with VASOR by Scores Annual Bookings by Primary Charge Assessment Completed but No Case Plan, per Supervision Level Assessments Completed Per User by Assessment Type and Supervision Level Case Plan Needs Successfully Addressed Case Plan Task Completion Codes Case Plan Task Outcomes Case Term Reasons Case Termination Reasons - Successful vs. Unsuccessful Case Termination, by Offender, Termination Date and Termination Type Case Terminations in Past 3 Months Caseload by Core Violence Risk by General Risk Caseload by Criminal Activity Summary Caseload Case Plan Summary Caseload Having a Gang Affiliation Caseload Roster Cases by Employment Status Cases Currently Enrolled in School Common Triggers Per Need Area COMPAS Core Recommended Supervision versus Actual Supervision Level Current and Historical Caseload by Correctional Mental Health Screener Scores Current and Historical Caseload by Static99R Score Current and Historical Caseload by TCU Drug Screener Score Current Caseload by Drug Test Results

#	Category	Requirements	Response/Description
			Current Caseload by Employment Status
			Current Caseload by Gang Type
			Current Caseload by High School Completion Status
			Current Caseload by Legal Status
			Current Caseload by Marital Status
			Current Caseload by Referral Source
			Current Caseload by Typology Assignment
			Current Caseload: Goal and Task Language in each Offender's Case Plan, per Risk and Need Level.
			Current Cases by General Recidivism Score and Deciles
			Current Inmate Length of Stay Tabulation
			Current Inmate Roster by Length of Stay and Current Security Level
			Current Inmates with Active Holds/Detainers
			Current Inmates with High Risk or Special Condition Flags
			Current Inmates with Military Background
			Current Jail Inmate Roster
			Current Minimum Level 8 or 9 Inmates by Total Time on Minimum Security Status and Total LOS
			Current Minimum Security Medium Risk Inmates
			Date of Last Clean Drug Test, Per Offender (open cases)
			Drug Testing Frequency
			Drug Testing Results, By Drug Type
			Drug Tests Run, Per Tester
			Due for Inmate Classification Review
			Electronic Monitoring Program Eligibility
			Employment History Past 12 Months
			Full Core Assessments by Typology Assignment
			High Risk Offenders with a Cognitive Need.
			High Risk, High Sex Offender Treatment Need
			High Risk, High Substance Abuse Need and Motivated for Alcohol Treatment
			High Risk, High Substance Abuse Need and Motivated for Drug Treatment
			High Risk, High Substance Abuse Need, Motivated for Alcohol Treatment

#	Category	Requirements	Response/Description
			High Risk, High Substance Abuse Need, Motivated for Drug Treatment
			High Risk/High Sex Offender Need
			High Violence Risk Offenders in Need of Anger Management Intervention
			Historical Inmate Population by Primary Offense Category by Crime Class
			Historical Inmates by Primary Offense Category, Crime Class and LOS
			Homeless Offenders
			Inmate Population by Primary Offense Category and Crime Class
			Inmates by Primary Current Charge
			Jail Roster of Minimum Security Inmates
			Lab Test Results
			Medium Security and low or Medium Risk Inmates
			Minimum Pre-Sentence by Total and Average LOS
			Minimum Security and Low Risk Inmates
			Most Common Goals Used in Case Planning
			Most Common Need Areas Addressed in Case Planning
			Need Areas per Offender
			Number and Percentage of Assessments Completed Per User
			Offender Education Profile
			Offender Interests
			Offender Population by Job History (Past 12 Months) and Current Employment Status
			Offender Strengths, by Risk Level
			Offenders with Missed Drug Tests, by Appointment Date (open cases)
			Open Case Plans Updated
			Open Cases by Custody Status
			Percentage of Drug Tests Positive vs. Negative
			Percentage of Drug Tests Tampered With
			Percentage of High Risk Offenders with Cognitive Treatment Needs
			Percentage of High Violent Risk Population in Need of Anger Management Intervention
			Percentage of Missed Drug Tests
			Percentage of Open Cases in which Restitution is Ordered
			Percentage of Person Records with Interests Specified

#	Category	Requirements	Response/Description
			Percentage of Population with Stable vs. Unstable Housing
			Percentage of Sex Offenders Required to Register Who are Actually Registered.
			Percentage of Substance Abusers with a Mental Health Issue
			Population by Assessment-Recommended, Officer-Recommended and Approved Supervision Level
			Population by Educational Level
			Positive Drug Tests by Offender, Date, Type and Result (open cases)
			Primary Current Offense Category
			Primary Offender Strengths Listed
			Primary Offense Category by Crime Class
			Recommended Supervision Level vs. Actual Supervision Level
			Roster of Incomplete Assessments, by User, with Non-completion Reason
			Roster of Offenders' Drug Test Frequency, by Recidivism Risk and Substance Abuse Need
			Roster of Unregistered Sex Offenders
			Sex Offender Caseload
			Time Served on Sentenced Status
			Time Served on Unsentenced Status

#	Category	Requirements	Response/Description
		1. Is the proposed solution compatible with 3rd party reporting tools?	No, the Northpointe Suite provides its own report creation tool.
		2. If so, can all database fields be accessed using external reporting tools?	Not all fields are available to the Northpointe Suite Reporting tool.
		3. Describe how complex queries and/or large data set queries are optimized with the proposed solution.	Northpointe Suite's reporting system creates the queries against a separate reporting database as to not affect the production transactional database. Every night this database is updated and optimized for these queries.
		4. Describe the recommended method(s) for mining & analyzing data with the proposed solution.	Data exported from the Northpointe Suite's reporting system is a standard flat file and can be used with any third-party BI solution.
		5. Describe standard reporting categories and criteria available to the end user.	The included stock reports cover the entire scope of the Northpointe Suite. In addition to this, most data entry screens have a printable version that can be printed individually or as part of a print packet for a case. For instance, a user could print the basic case information, assessments, conditions of supervision, and violations of conditions as one report.
		6. Describe the application's ability to create ad hoc reporting and user defined report generation schedules.	The system has a full ad-hoc reporting solution where the users can select data elements and create conditions, totals, and sorting. It supports chart creation as well as standard listings. The ad-hoc reports query a reporting database that is refreshed nightly.
		7. Describe PTRA's capabilities for generating reports based on statistical & AI/ML models including descriptive, predictive & preventative reports.	The data for these reports would be exported from the data extract tool in imported into the counties data modeling or reporting system.

#	Category	Requirements	Response/Description
8	**FORM GENERATION & PROCESSING**	The Contractor shall describe the proposed solution's form generation and processing capabilities. List any internal tools that are used and describe the level of integration and support for 3rd party forms and/or form tools.	The Northpointe Suite supports form generation integrated with Microsoft Word. A mail merge document is created in Word and uploaded. It then lets the user map the mail merge fields with data elements from the case. The forms can then be created and output in a variety of formats including Word and PDF. The created forms are stored in the document management system and can also be printed.
9	**SYSTEM ARCHITECTURE**	Product must have minimal impact on external client workstation applications that are run concurrently. Please describe any dependencies or limitations while running the application concurrently on a workstation with other applications. Please note that all answers should include a physical/local solution and a cloud solution, such as AWS or MS Azure.	The Northpointe Suite can be hosted through Northpointe using AWS in the GovCloud region or the agency can manage their own servers and host on premise. The server load for the Northpointe Suite is dependent on the number of concurrent users. The workstation load is simply running a web browser.
		Product should not alter the behavior of the underlying operating system on the client. Please describe if there is any impact to the underlying operating system upon installation of the system.	There is no impact to the underlying operating system.

#	Category	Requirements	Response/Description
9.1	Diagrams & Documentation	Describe the overall system architecture and topology for your proposed solution. Include information on the underlying platforms and software on which the core components, such as case management, content management and risk assessment are built and supported. Please provide recommended topology, service environment and installation model. Describe the benefits of this architecture for the agencies as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach. Contractor shall provide draft architecture documents and diagrams as needed to illustrate the system's architecture for the following environments:	If hosting on-prem, the Northpointe Suite requires one web server (IIS) and one Microsoft SQL Server. It is fully self-contained and all modules (case management, risk assessments, reporting, etc.) are components in this single application. The SQL Server requires two databases, one transactional database and one reporting database. No on-prem servers are required for equivant's AWS GovCloud hosted option. A requirements matrix is attached that specifies server architecture for on-prem installs based on number of concurrent users and recommended configuration.
		1. Production environment for with less than 250 users	A customer with 11 – 50 concurrent users: Application Server Minimum Requirements are Memory: 8GB, Processor: 2 core – 64-bit 2.0Ghz, Hard Drive, Driver space requirements vary depending on modules used, Software Requirements: Operating System – Windows Server 2012 R2 (Minimum), Windows Server 2016 recommended if the agency will be using failover clusters or *Always on Availability* groups at any time from implementation into the future, known issues exist with the clustering code in older version and will impact performance negatively; Internet Information Services (IIS) 7, IIS 8.5 recommended for Windows Server 2012 R2; .Net Framework 4.5. Database (SQL) Server Minimum Requirements are Memory: 8GB; Processor: 2 core – 64-bit 2.0Ghz, 4 core recommended; Hard Drive: 128GB, drive space requirements will vary depending on modules used; Software Requirements: SQL Server 2012 R2 (minimum), SQL

#	Category	Requirements	Response/Description
			Server 2016 *recommended*, latest SQL Server updates and Service Packs.
		2. Production environment for 250 to 500 users	A customer with 51 - 100 concurrent users: Application Server Minimum Requirements are Memory: 8GB, Process: 4 core – 64-bit 2.0Ghz, Hard Drive: drive space requirements vary depending on modules used, Software Requirements: Operating System – Windows Server 2012 R2 (Minimum), Windows Server 2016 recommended if the agency will be using failover clusters or *Always on Availability* groups at any time from implementation into the future, known issues exist with the clustering code in older version and will impact performance greatly, Internet Information Services (IIS) 7, IIS 8.5 recommended (Windows Server 2012 R2 – Minimum), .Net Framework 4.5 Database (SQL) Server Minimum Requirements are Memory: 16GB, Processor: 2 core – 64-bit 2.0Ghz, Hard Drive: 128GB, drive space requirements will vary depending on modules used; Software Requirements: SQL Server 2012 R2 (minimum), SQL Server 2016 recommended, latest SQL Server updates and Service Packs.
		3. Production environment for 500+ users	A customer with 101 - 350 concurrent users: Application Server Minimum Requirements are Memory: 16GB, Process: 4 core – 64-bit 2.0Ghz, Hard Drive: drive space requirements vary depending on modules used, Software Requirements: Operating System – Windows Server 2012 R2 (minimum), Windows Server 2016 recommended if the agency will be using failover clusters or *Always on Availability* groups at any time from implementation into the future, IIS 8.5 recommended for Windows Server 2012 R2, .Net Framework 4.5 Database (SQL) Server Minimum Requirements are Memory: 16GB, Processor: 4 core – 64-bit 2.0Ghz, Hard Drive: 128GB, drive space requirements will vary depending on modules used, additional space will be necessary if multiple modules are licensed; Software

#	Category	Requirements	Response/Description
			Requirements: SQL Server 2012 R2 (minimum), SQL Server 2016 recommended, latest SQL Server updates and Service Packs.
		4. Data center hosting over 2500 users from multiple agencies	A customer with 351 – 2000 concurrent users from multiple agencies: Application Server Minimum Requirements are two application servers may be required, required load balancing capabilities configured and functional; Memory: 16GB, Process: 4 core – 64-bit 2.0Ghz, Hard Drive: drive space requirements vary depending on modules used, Software Requirements: Operating System – Windows Server 2016, IIS 8.5 recommended (Windows Server 2012 R2 – Minimum), .Net Framework 4.5 Database (SQL) Server Minimum Requirements are Memory: 32GB, Processor: 4 core – 64-bit 2.0Ghz, Hard Drive: 128GB, drive space requirements will vary depending on modules used, additional space will be necessary if multiple modules are licensed; Software Requirements: SQL Server 2016, latest SQL Server updates and Service Packs.
		5. Contractor hosted infrastructure	The Northpointe Suite is a web-based application that may be hosted using an intranet or internet network architecture. Database server space requirements may vary depending on the user base, modules licensed and the transaction volume. equivant provides hosting services for agencies if desired, to help control the capital outlay required to purchase the required hardware and software.
		6. Disaster recovery environment	For on-prem installs, equivant does not provide guidance on disaster recovery.
		7. Development & testing environment	equivant includes a testing environment as standard. A development environment is an optional upgrade.
		8. Training environment	A training environment is an optional upgrade.
		9. Reporting environment	A separate reporting environment is not necessary as a reporting database is included in each environment.

#	Category	Requirements	Response/Description
		10. Other recommended environments	
9.2	Components	Provide a list of the proposed solution's mandatory and optional internal and external components. Respond to the following for each component:	The Northpointe Suite is a complete solution and does not rely on the use of external components. All internal components are proprietary and not disclosed.
		1. Is the component required for core functionality?	
		2. Provide a functional description of the component.	
		3. If the component does not work on all of the previously mentioned platforms, identify its limitations.	
		4. Describe and/or diagram how the component is coupled to other components.	
		5. List communication protocols and/or standards used by this component.	
		6. List any dependencies this component has on other internal or external components.	
		7. Identify the support model under which this component is covered.	
		8. Can the component be leveraged in a cloud environment or is it required to be installed locally or on a physical device.	All features are available to both on-prem and AWS hosted with the exception of Active Directory integration being exclusive to on-prem.
9.2.1	Web Servers	Describe the supported Web Servers and their versions.	IIS 8.5 or newer
9.2.2	Oracle Products	If proposed solution is based on Java technologies, describe support for Oracle WebLogic application server and the supported versions.	equivant does not use Java technologies.

#	Category	Requirements	Response/Description
9.3	Computing Environment	List the names of all supported computing environments in the following section. Identify the version and Contractor's level of support for each.	Web Server: Windows Server 2012r2 or newer with IIS 8.5 or newer SQL Server: Microsoft SQL Server 2012 (Standard, Web, or Enterprise) or newer Northpointe does not support Windows Server or SQL Server with on premise configurations. equivant supports all server configuration, maintenance, patching, and recovery on AWS hosted configurations.
9.3.1	Hardware Environment:	Describe the hardware environment required to utilize the proposed software in a local data center and a cloud hosted datacenter. In the event there is more than one suitable hardware platform, list the best options indicating the relative strengths and drawbacks (if any) of each. Detail the necessary hardware for each of the following environments:	A requirements matrix is attached that specifies server architecture for on-prem installs based on number of concurrent users and recommended configuration. No on-prem servers are required for equivant's AWS GovCloud hosted option.
		1. Production environment for less than 250 users	
		2. Production environment for 250 to 500 users	
		3. Production environment for 500+ users	
		4. Data center hosting over 2500 users from multiple courts/counties	
9.3.2	Network Environment:	Describe the network environment required to utilize the proposed software for a local data center and a cloud hosted data center. In the event that there is more than one suitable network configuration, list options indicating any relative strengths and drawbacks of each.	equivant does not make recommendations for local networks for on-prem installs. A broadband connection is the only network requirement for using the AWS GovCloud hosted option.

#	Category	Requirements	Response/Description
		Detail the necessary network infrastructure for each of the following environments:	
		1. Production environment for less than 250 users.	
		2. Production environment for 250 to 500 users.	
		3. Production environment for 500+ users.	
		4. At a center hosting over 2500 users from multiple courts	
9.3.3	Operating System(s):	Identify the operating system(s) required by the proposed application software and other architectural components. In the event there is more than one suitable operating system, list all options indicating any relative strengths and drawbacks of each.	Workstations require a web browser and is not operating system dependent. Web Server: Windows Server 2012r2 or newer with IIS 8.5 or newer Windows Server with SQL Server: Microsoft SQL Server 2012 (Standard, Web, or Enterprise) or newer
9.3.4	Desktop Requirements:	Identify the desktop computer hardware and software specifications that are required by the solution. Include typical requirements for a "power user," occasional/casual user, report viewer, system administrator and work requester. Also, note if local administrative access is required on desktops and in what situations that would be required. Detail the necessary desktops for each of the following environments:	Workstations require a web browser and does not require administrative access. This is the same regardless of the number of users.
		1. Production environment with less than 250 users	

#	Category	Requirements	Response/Description
		2. Production environment for 250 to 500 users	
		3. Production environment for 500+ users	
		4. Data center hosting over 2500 users from multiple agencies.	
9.4	Client Web Browser Requirements	If the application is web-based, list the supported web browsers. Include version and level of support. Describe the browser plug-ins or ActiveX controls required for the solution.	IE 11, Chrome, Edge, and Edge (Chromium) are all fully tested and supported. No browser plug-in or controls are required for base functionality. If signature capture with Topaz signature pads is desired, SigWeb drivers and plug-in is required.
9.5	Virtualization	Include the version and level of support when responding to the following questions:	
9.5.1	Server Virtualization	List the names of the proposed solution's supported server virtualization platforms or cloud services (IAAS)	AWS for equivant hosting Any virtualization platform that can host our supported Windows Server for on premise
9.5.2	Desktop Virtualization	List the names of the proposed solution's supported desktop virtualization, thin-clients and/or zero clients. Does your solution allow for other hardware within the virtual desktop environment, such as tablets or smartphones?	Clients only require a supported web browser which could be used through a thin-client if desired. This is true for tablets and smartphones as well.
9.6	Data Management		
9.6.1	Database Platform(s):	The Contractor should identify the ideal database platform for the proposed software. In the event there is more than one suitable database platform, list all options indicating any relative strengths and drawbacks of each. Detail the database architecture for each of the following environments:	No on-prem servers are required for equivant's AWS GovCloud hosted option.
		1. Production environment with less than 250 users	
		2. Production environment with 250 to 500 users	

#	Category	Requirements	Response/Description
		3. Production environment with 500+ users	
		4. Data center hosting over 2500 users from multiple courts/counties	
9.6.2	Supported Databases	List supported databases, including the version and level(s) of support.	Microsoft SQL Server 2012 or newer is fully supported.
9.6.3	Data Consistency	Describe how data consistency is handled within the proposed solution.	The Northpointe Suite uses a fully relational normalized database to prevent duplicate data entry and promote data consistency.
9.6.4	Database Environments	Does the solution allow for multiple environments for data, such as test, development or high availability?	Our standard contracts allow for two environments (production and test). Additional environments can be negotiated.
9.6.5	Stored Procedures & Views	Describe how stored procedures and views are used within the proposed solution.	The database uses many stored procedures for selects, inserts, and updates. It also uses stored procedures for special processing tasks such as building the reporting database.
9.6.6	Database Components	In addition to the database server describe any software components that are required to run on Database Server.	No additional components are required.
9.7	Software		
9.7.1	Licensing & Ownership	Specify the customer's ownership and licensing rights with regard to the proposed software. Describe for both internal and external components. If the solution proposed uses open source software, the Contractor should provide indemnity. Also, describe how enhancements paid for by one California agency will be made available to other agencies without duplicating payment for the development effort.	equivant has developed and owns all rights to the Northpointe Suite. All components are internal components. All enhancements paid for by other clients are made available to other agencies without duplicating payment.
9.7.2	Code Transparency	1. Specify whether source code is viewable by agency.	The source code is not viewable by anyone outside equivant.
		2. Will agency have access to version control repository?	The agency does not have access to the version control repository. Placing the source code in escrow is an option.

#	Category	Requirements	Response/Description
9.7.3	Languages	Specify software language(s) used for the following components:	
		1. Core Components	VB.NET, C#, JavaScript
		2. Add-on Components	VB.NET, C#, JavaScript
		3. Scripting/Automation	VB.NET, C#, JavaScript
		4. Database Manipulation and Queries	T-SQL
9.7.4	Portability & Extensibility	1. Will agency have the ability to compile the code in-house?	No
		2. What tools or packages are recommended for development?	The API is standard SOAP web services and any tool or language that can call web services is appropriate.
		3. Are the recommended tools included with the proposed solution?	No
9.8	Security	The proposed solution shall include access controls over functions as well as ensuring the confidentiality of sensitive and private information. Describe the overall security features of the system. Explain how software and hardware security controls are used to enable or restrict access to documents, functions and data. Identify integrity features which would enable multiple user groups such as courts and justice partners to share the system and have access to the same data while maintaining data integrity.	The Northpointe Suite has two basic forms of security, role based, and case based. Role based security describes what functions a user can access in the system. Case based describes the which cases the user performs those functions on. Users can be assigned to one or more roles. Case based security is based on the user's agency. Users are assigned to one agency and users have access to that agencies data. Additionally, users can be assigned inter-agency access in read only or full access modes.
9.8.1	Authentication	List the supported methods of authentication. Describe the degree to which the authentication method is supported (full or limited support) and if applicable, specify the protocol and version number.	For AWS deployments, named users with passwords is the only authentication method. On premise deployments additionally support active directory authentication so users do not have to be maintained inside the Northpointe Suite.

#	Category	Requirements	Response/Description
		9.8.1.1 Describe authentication integration with solutions like Computer Associates SiteMinder, Microsoft Active Directory, Office 365 and protocols such as OAuth.	Active Directory (AD) groups can be mapped to roles and agencies in the Northpointe Suite. When a user signs into the Northpointe Suite, it will either create or update the user's information from AD. When users are deactivated in AD or removed from a mapped group, it will deactivate the user in the Northpointe Suite.
9.8.2	Access Control	Describe how access control is managed within the core application, database and across internal and external components.	The Northpointe Suite uses named users and passwords for identity management. Within the application, it has two basic forms of security, role based, and case based. Role based security describes what functions a user can access in the system. Case based describes which cases the user can perform those functions on. Users can be assigned to one or more roles. Case based security is based on the user's agency. Users are assigned to one agency and users have access to that agencies data. Additionally, users can be assigned inter-agency access in read only or full access modes. All sessions to the application are protected with an encrypted, randomly generated session ID which prevents hijacking of users sessions and guarantees the identity of the user. Users do not have access to the database and no external components are employed.
9.8.3	Justice Partner, Public & Remote or Internet-Based Access	Describe security for remote access into the system for end-users and justice partners. Include but do not limit to encryption methods for data protection both in transit and at rest, browser requirements and authentication methods.	All access to the Northpointe Suite is through the web browser. equivant hosting in AWS is encrypted at rest (encrypted EBS volumes) and in transit (TLS 1.2) using any of our supported browsers. Authentication is by named user and password. The passwords are not stored, rather a hash of the passwords is stored.

#	Category	Requirements	Response/Description
9.8.4	Security Logging	Describe the methods for logging access to the end user applications, data and user configuration/maintenance screens. Identify event types captured, how access to the log is made and how security of the log is provided.	The event log is configurable as to the events that the agency wishes to capture. Types of events captured include opening of cases, creation/ update/deletion of records, new violations, risk assessment calculated, and so on. Access to the event log is determined by user's role and no users can delete records from the event log.
9.8.5	Encryption		
9.8.5.1	Protocols & Standards	List encryption protocols and standards used by the proposed system. Include version numbers when applicable.	TLS 1.2 for web encryption AES-256 for data storage
9.8.5.2	Encrypted Communications	Specify encryption methods used for communications between client, server, data replication and any external components.	TLS 1.2
9.8.5.3	Encryption of Sensitive Data	What methods does the proposed solution use to protect sensitive data like social security numbers?	Social security numbers are stored encrypted in the database using AES-256
		1. Describe what data elements are currently configured to be sensitive data.	Social security numbers.
		2. Is there a configuration option or mechanism to define what data elements are sensitive data and subject to encryption.	No
9.8.5.4	Other Encryption	List any other encryption used by the proposed solution, include local and cloud installation.	

#	Category	Requirements	Response/Description
9.8.6	Security Zones	Describe security design features preventing malicious input into the system	The Northpointe Suite sanitizes all data entry fields as well as uses parameterized queries to prevent SQL injection attacks. Users cannot directly write SQL for reporting but use a GUI which generates SQL and applies the proper case based security so users cannot report on data they do not have access to.
9.8.6.1	N-Tier architecture design supporting security zones	Describe if the proposed solution can be deployed in an n-tiered environment protected by security zones.	The Northpointe Suite is deployed with 1 or more web servers (if more than one server is used, it is only for load balancing) and with 1 SQL Server. When hosting through Northpointe, these servers are not public facing as the web traffic comes through an AWS Elastic Load Balancer.
9.8.6.2	Security Requirements	Provide the proposed products application documentation for security processes, network protocols and ports.	HTTPS traffic through 443 is the only protocol required when using equivant's AWS hosting. For on premise installs, the web server would communicate with the SQL Server over TCP 1433.
9.8.7	Proxy Support	Describe the proposed products use with proxy services, devices and/or applications that have been used with the proposed system.	Any proxy service in use by other clients were configured and supported by the client. equivant does not track our client's infrastructure.
9.8.8	Integration with Existing Identity Management Systems	List and describe which Identity Management Systems are currently supported and how it's integrated.	Active Directory groups can be mapped to roles and agencies in the Northpointe Suite. When a user signs into the Northpointe Suite, it will either create or update the user's information from AD. When users are deactivated in AD or removed from a mapped group, it will deactivate the user in the Northpointe Suite.

#	Category	Requirements	Response/Description
10	**CONFIGURATION CONSTRAINTS**	The proposed solution should be highly configurable and allow the majority of changes to reference tables, screens, reports, forms, documents, help screens, business rules and work-flow to be made with configuration tools rather than custom code. The Contractor shall describe the overall level and manner of system configurability with regards to these items. Does the proposed solution allow approved copying of existing live configuration for common configuration items (conditions of release, reporting instructions, other)?	Reference tables, forms, and help screens are fully configurable through the GUI without custom code. Many business rules are configurable through application setting changes, but some rules may not be able to be configured and require custom code. The workflow configuration allows the administrator to enable/disable and change the ordering screens as users work through cases. Screens are not fully configurable, but some screens can be disabled as well as custom fields added to many. Ad-hoc reports can be added and rights to run these reports granted to users through administrator functions. It does not allow for copying of live data into configuration.
10.1	Responsiveness to Required Changes	The proposed solution must be designed to enable the user to respond in a timely manner to legislative mandates and changes in regulations without the need for significant involvement by IT personnel. However, the system must also have the option to secure configurable options from user manipulation. This includes the use of table-driven parameters and menu capabilities that enable system administrators to tailor the system to meet their operational needs. Describe how the system is designed to meet this requirement.	Support with configuration changes is covered in the support and maintenance agreement. All configuration is secured by role to prevent unauthorized changes. If regulations are changed, equivant recommends changing the configuration in the testing environment first to verify the changes made fit the desired result.
10.2	Role-Based Preference	The proposed solution should ideally have the capability to configure role-based preferences that enable users to interact with the system more efficiently. Identify and describe the proposed solution's support for role-based preferences.	Security in the Northpointe Suite is role based. Users may have one or more roles with optimistic security (if one of the roles grants permission to a function, the user has permission). Roles are fully configurable, and each function of the software can be assigned to the role. For example, access to the person record could be assigned to a case manager role as read and write but not delete and another role could have read only access to the person record.

#	Category	Requirements	Response/Description
11	INSTALLATION, ADMINISTRATION & MAINTENANCE		
11.1	Tools	The Contractor shall list the recommended tools for administration and maintenance of the proposed solution, including the core application, the database and all internal and external components. If the tools are not included in the base offering then identify them as such.	No tools are needed for maintenance for equivant's AWS hosted solution. For on premise installs, SQL Server Management Studio which is part of SQL Server and IIS Manager which is part of Windows Server are the only tools needed for maintenance. All administration is performed inside of the Northpointe Suite through the web based interface.
11.2	Administration	The Contractor should describe administration tools/features that differentiate the proposed solution from competitor solutions.	All features and administration are performed through the web based interface.
11.3	Client Installation	The Contractor shall provide an overview of the client installation process, including any related external components. Indicate what post-installation steps are required, such as types of configuration parameters that need to be modified.	There is no client installation needed. It is fully a web based application.
		Proposed solution must be able to run on the client while logged into the OS with standard user permissions.	There are no elevated permissions required. It is fully a web based application.
		The client should not require post-installation changes to system security settings.	There are no changes to system security settings required. It is fully a web based application.

#	Category	Requirements	Response/Description
11.4	Server Installation	The Contractor shall provide an overview of the server installation process, including any related external components. Indicate any post-installation steps that are required.	There is no server installation process required for equivant's AWS hosted solution. For on premise solutions, application files will be copied to the web server and added as an application to IIS. The web.config file will be updated to have the proper connection string that will point to the SQL Server. Scripts are provided for creating or updating the database on the SQL Server. A full install process document is provided to the customer and our Customer Care team will walk the customer through the process.
11.5	Patch/Upgrade Installation	The Contractor shall provide an overview of the patch/upgrade installation process. Discuss the standard release update process for the core application and all internal and external components.	There are no external components in the Northpointe Suite. It is a fully self-contained solution. The patch process is similar to the install process, copy updated files to the web server and update the web.config file for proper connection string. Then scripts are provided for creating or updating the database on the SQL Server. A full install process document is provided to the customer and our Customer Care team will walk the client through the process.
12	**Diagnostics & Performance Optimization**		

#	Category	Requirements	Response/Description
12.1	Recommended Diagnostic Tools	The Contractor shall list recommended tools and best practices for diagnosing and managing optimal performance with proposed solution. Indicate whether the tools are included as part of the proposed solution.	No tools are needed for managing the Northpointe Suite. In equivant's AWS hosted solution, Northpointe will continually monitor and optimize the solution as needed. In the on premise hosted option with performance issues, the agency would open a customer care ticket and Northpointe would evaluate the cause and recommend or supply the solution.
12.2	Support for Performance Optimization	The Contractor shall specify the degree to which performance optimization for the proposed solution is covered under the support agreements. Be specific if the level of support is not consistent across all components. Does the solution have defined procedures and methodologies documented and available for performance and application optimization?	Performance optimizations are not guaranteed under the support agreement. However, the Contractor performs optimizations and works with clients to address performance issues.
13	**AUDITING & MONITORING**	Contractor shall describe the following for the base application, database(s) and any internal and external components.	
13.1	Auditing	Describe the proposed solution's auditing features not already covered in 9.8.4 (Security Logging), including but not limited to: Database transaction auditing, authentication audits and security violation options.	No additional auditing features to note.
13.2	Monitoring	1. Provide a description of the recommended monitoring architecture for the proposed solution.	For equivant's AWS hosted option, we employ AWS CloudWatch to view the health of all servers and Red Gate's SQL Monitor to monitor the health and performance of the SQL Servers. This gives us an early warning system that will notify us of issues before users experience any adverse performance.

#	Category	Requirements	Response/Description
		2. Identify which of the following monitoring tools are included as part of the base offering and the support model under which they are covered.	
		a. Health Monitoring	For equivant's AWS hosted option, we monitor server health.
		b. Application Monitoring	For equivant's AWS hosted option, we monitor the application's health
		c. Database Monitoring	For equivant's AWS hosted option, we monitor the database's health
		d. Performance Monitoring	For equivant's AWS hosted option, we monitor the performance of the application.
		e. Work-flow Monitoring	No Workflow monitoring.
		f. Data Exchange Monitoring	No data exchange monitoring.
13.3	Logging	The Contractor shall provide an overall description of the recommended logging architecture for the proposed solution and respond to the following items.	
		1. Describe the solution's support for Syslog	Syslog will work with the Northpointe Suite, but we do not offer support for Syslog.
		2. Describe the types and/or categories of information logged	The Northpointe Suite can log events in the system such as record creation, deletes, and updates. These logs are visible from within the application. Further, it can log all web service calls from the application or interfaces.
		3. Describe the solution's ability to set logging levels	Each loggable event in the Northpointe Suite can be enabled or disabled by record type. The priority level of each can also be set for configurable data retention. Logging of web service calls can be enabled or disabled globally.

#	Category	Requirements	Response/Description
		4.　　Describe the solution's ability to limit log size	The data retention policy for the event log can be configured by specifying the number of days to keep the data by priority level. Logging of web service calls can be configured globally by number of days.
		5.　　Describe the solution's ability to archive and roll logs	The archival of event logs is not yet implemented. The archival of web service calls can be configured.
14	**DOCUMENTATION & TRAINING**	The agencies require a comprehensive documentation and training program developed by the Contractor in cooperation with the Court and delivered "just-in-time". The Contractor shall provide in-person training to end-users, technical staff and Court trainers. The training should go beyond simply navigating the system and should include training tailored to the role-based day-to-day operational system based activities of court stakeholders.	
		Training deliverables must include an effective combination of written material coupled with classroom sessions and hands-on practice. If computer-based modules or other delivery means are also available, then please include them in your description when addressing the items below. All training materials shall be effectively cataloged, reusable, and modifiable by the Court/county. The Contractor shall describe what differentiates the documentation and training included with the proposed solution from documentation and training provided by competitive solutions. The description shall address each of the following areas:	

#	Category	Requirements	Response/Description
		1. Training Program Overview	The Northpointe training strategy will accomplish the skill development required to successfully utilize the Northpointe Suite software with integrated functionality. Training is accessed through Professional Services Staff, all of whom are former Criminal Justice Practitioners, conforming to adult learning principles and techniques. As such, all training curricula has been designed with a flow of information that builds upon practical experiences and learning anchors and includes Basic, Advanced, Train-the Trainer (T4T), at all levels including but not limited to line staff, supervisors, administrators, and IT. Trainings are customized and reflect agency configuration decisions, policy and procedure. All trainings will require access to computers and the local installation of the Northpointe Suite. Trainings, based on the specified type, are conducted on-site, via WebEx, and e-learning training sessions.
		2. End User Documentation & Training	The training strategy follows the workflow and configuration decisions made through joint consultation between the agency and Northpointe, Inc., combined with didactic, hands-on and experiential training methods employed in each session. Practical and hands-on exercises are emphasized. Documentation includes a library of user manuals related to training objectives and functionality use, as well as a customized PowerPoint and corresponding handouts, based on local configuration and policy decisions.
		3. Technical Documentation & Training	Technical documentation is maintained at the Project Manager and Implementation Specialist levels, including deliverables such as Configuration Checklists, User and Configuration Manuals and timelines. Training is delivered based on decisions and configuration at the local level.

#	Category	Requirements	Response/Description
		4. Installation/Configuration Documentation & Training	Installation/Configuration Training is a component of implementation and offered as a stand-alone option, completed in person or via WebEx, based on agency needs. Installation/Configuration documentation includes a locally based Configuration Checklist, User and Configuration Manuals. Software updates are detailed in documentation and live webinars (recorded and available for future viewing) at product deployment.
		5. System Administrator Documentation & Training	System Administrator training is delivered to designed agency participants with didactic and pedagogy as the basis of instruction. Training is designed and delivered to reflect local specifications and configuration. Training includes hands-on exercises and testing. Documentation for all Northpointe Suite functionality is available electronically and provided to the agency for use and distribution.
		6. Troubleshooting/Maintenance Documentation & Training	Troubleshooting/Maintenance Training is completed during implementation and at Project Closeout and supported by the assigned Account Manager and Customer Care to ensure the agency is proficient at problem solving at the local level and the related process to escalate issues, if needed. Documentation on these processes is provided to the agency for use and distribution.

#	Category	Requirements	Response/Description
		7. Interface Developer Documentation & Training	Interface Developer Training is administered by designated Northpointe staff, familiar with local configuration and workflow. Mapping exercises are incorporated into the training program. Documentation includes a Data Dictionary, Business Case and Workflow analysis, and specification documents.
		8. Train-the-Trainer Documentation & Training	Train-the-Trainer (T4T) is a professionally designed training program that incorporates components of both pedagogy and Education Sciences, creating an environment for an integral training to support students' learning. The training model incorporates strategies to equip participants with the competencies necessary to effectively mentor, facilitate knowledge acquisition, application and skills in the use of the Northpointe Suite. Through coaching and mentoring, these individuals will communicate as local subject matter experts. Pre and Post-Tests are incorporated, as well as teachbacks for certification. Documentation includes a customized PowerPoint and corresponding lesson plan, based on local configuration and policy decisions.

#	Category	Requirements	Response/Description
		9. Self Service Documentation & Training	Self-Service documentation is maintained by Northpointe, Inc. to reflect the most recent configuration available. Documents can be uploaded within the Northpointe Suite for easy user access with training focused as an elemental piece of the implementation process.
15	**DATA MIGRATION**	Requires that the Contractor have a defined approach for conducting data migration and experience with migrating data from the technologies currently in use by the Courts. The Contractor must perform an in-depth analysis of provided data structures and values, develop a plan for translating data, and develop procedures for migrating and validating data.	

#	Category	Requirements	Response/Description
15.1	Data Conversion Philosophy, Approach & Methodology	The Contractor shall describe their strategy for conducting data conversion for the project, including the philosophy, approach, methodology, tools and procedures to be used in developing conversion specifications and the identification of any potential issues. Describe the constraints and risks associated with data conversion for this project and how you will address these to ensure successful data conversion.	Data Conversion enables the Agency to retain the electronic person/case data that has accumulated over time in a legacy system. This historical data will be extracted from the legacy system, transformed to match the Northpointe Suite data model, and loaded to the Northpointe Suite database. Images and Files Conversion of images and files is not included in this scope of work. Identity Consolidation The consolidation, or de-duplication, of identity records from the legacy data source is not included in this scope of work. equivant can provide an estimated cost for identity consolidation technical services if needed, and the Agency requests to have equivant perform this service. Data Conversion Strategy equivant will facilitate data conversion planning session(s) with staff and provide a Data Conversion Strategy Plan deliverable for review and approval. The equivant conversion methodology includes seven distinct steps: • Data Mapping • Script Development • Data Checking • Test Data Load • Mock Conversion • Final Conversion • Stabilization

#	Category	Requirements	Response/Description
			Data Mapping equivant's Data Conversion engineer will help an agency analyze the legacy system data model and determine which data needs to be migrated to the Northpointe Suite and where it should be viewed within the Northpointe Suite application. The Agency will develop a data conversion mapping spreadsheet that describes which data fields from the legacy system(s) should match up to which data fields in Northpointe Suite. These mapping rules will be utilized during the test data load to validate. **Script Development** Script development (refinement) might be necessary where the Agency has specific business requirements for handling legacy data that differ from standard equivant data conversion scripts. The equivant Data Conversion engineer maintains separate scripts for each of the primary components of the Northpointe Suite application. **Data Checking** Once data has been extracted from the agency's legacy system, the Data Conversion engineer will load the data to a staging area and check for referential integrity, correct field lengths and formats, and valid code values. The engineer will provide the agency with a Data Issues Report. The first section of the report, Stop Issues, lists the issues that must be corrected before the data conversion can move forward. The second section, Observations, presents issues that may affect the quality of the data, but do not necessarily have to be corrected in order for the conversion to continue. You may choose to clean-up the data in the legacy system(s) prior to performing data

#	Category	Requirements	Response/Description
			conversion. Data conversion does not include equivant staff fixing or scrubbing the Agency's source data from the legacy system. Code Value Mapping During the data-checking phase, code values will also be validated against existing Northpointe Suite code values. If a given code does not have a matching value in Northpointe Suite, you will have the opportunity to create a matching code or map the invalid code to an existing code. All codes must have a matching value, a mapped value, or a default value before the conversion can continue. Test Data Load Once the data conversion scripts are developed, the Agency will provide a sample data set of approximately 1,000 representative records, defined per the Data Mapping business rules. equivant will run a test data load on this data set and provide a Data Issues Report to the Agency that details any required modification to the source data and scripts. equivant will rerun the test data load process with a new set of sample test data after identified issues have been remedied. Mock Conversion equivant will perform two mock conversions to prepare for the final go-live conversion. After each mock conversion, equivant will provide a Data Statistics Report containing detailed statistics by script, source table and Northpointe Suite table to guarantee that the conversion effort has accounted for each row of data. After each mock conversion, the Agency will review the converted data and document any corrections needed.

#	Category	Requirements	Response/Description
			The Data Conversion engineer will correct the Northpointe Suite data, if needed, and update the scripts for the next conversion run. Corrections may require changes to the source data. These corrections are the responsibility of the Agency.
			Final Conversion
			The final conversion will occur just prior to go-live. At this time, all agreed upon data will be migrated from legacy systems to the Agency's production Northpointe Suite environment as rehearsed during the mock conversions.
			During the week prior to your go-live, a conference call will take place to review the go-live plan, determine the resources required, and solidify outstanding go-live items. This will include reviewing roles, responsibilities and timelines for the final data conversion.
			In order to ensure that the conversion runs smoothly during the go-live run, the Agency may be requested to "freeze" day-to-day operations prior go-live. This provides the Agency and equivant the time needed to effectively implement the conversion process.
			Deliverables for Data Conversion: • Data Conversion Strategy • Data Mapping Support • Data Conversion Mapping Spreadsheet (Agency) • Data Code Value Mapping (Agency) • Data Loaded into Northpointe Suite • Data Issues Report • Data Statistics Report Data Validation (Agency)

#	Category	Requirements	Response/Description
15.2	Document Image Migration Philosophy, Approach & Methodology	The Contractor shall describe their strategy for conducting the migration of document images from existing Document Management Systems into the Case Management System, including the philosophy, approach, methodology, tools and procedures to be used in determining migration specifications and the identification of any potential issues. Describe the constraints and risks associated with data conversion for this project and how you will address these to ensure successful document migration.	Conversion of images and files is not included in this scope of work.
15.3	Where and How	The Contractor shall indicate where and how data conversion will be performed. Describe the methods used to ensure data safety, security and confidentiality.	For equivant's AWS hosted option, data to be converted would be upload to Northpointe through a secure FTP in the AWS GovCloud. The conversion would be performed on the servers in the GovCloud region and stood up as site for verification.
15.4	Available Options	The Contractor shall explicitly describe which of the following data conversion services are available with the proposed solution:	
		1. The Contractor provides full data conversion from start to finish including the preliminary data cleansing.	This service is not available.
		2. The Contractor provides full data conversion after the court performs an intensive data cleansing in advance of the actual data conversion.	This option is available as a cooperation between equivant and the agency.
		3. The court is responsible for all data conversion.	This service is not available.
15.5	Configuration Migration	In support of the configuration mentioned in Section 10 describe configuration migration between environments (Test, Production, etc.)	Configuration migration between environments is currently a manual process.

#	Category	Requirements	Response/Description
		and the tools to support configuration migration.	
16	**VALUE-ADD TECHNICAL FEATURES**		
16.1	Paperless Pretrial	The proposed solution should help PTS remove their dependency on paper. The Contractor should list any additional information not already covered that will help facilitate this.	The document management system supports a paperless solution. It supports attaching documents to cases, searching, and redacting.
16.2	Print-On-Demand	The Contractor shall describe the scope of the solution's print-on-demand capabilities.	All documents can also be printed on demand without waiting for jobs to run.
16.5	Additional Features	The Contractor should list any additional technical information that has not already been covered and differentiates the proposed solution from competitive solutions.	

#	Category	Requirements	Response/Description
16.5.1	System Integration with Supporting Software	Does the system allow for integrations with alternative software packages such as records management? List all of the software products the proposed solution integrates with. Provide the details of the integration and the location/court where the integration is currently being used.	The Northpointe Suite has current interfaces with many in house developed solutions as well as other key justice partners in the industry. It can be and is integrated with records management systems. **State Information System** WICS - Wisconsin Department of Corrections SOMS - California Department of Corrections and Rehabilitation **Justice Partners:** TriTech - Elkhart County IN, Catawba County NC, Marathon County WI, Sullivan County TN, Portage County WI, Durham County NC, LaCrosse County WI, Chesterfield County VA New World - Wayne County MI, Walton County FL, Hamilton County IN ETS - Charleston County Adult Detention Center SC Intellitech - Franklin County OH, Oakland County MI Beacon - Marion County FL Caliber Justice - Virginia Peninsula Regional Jail & Support Services VA, PCMS - San Diego Adult Probation Department CA Coris - Virginia DOC Tyler - Alameda County CA GTL - Norfolk County MA Securus - Sullivan County TN
16.5.2	Contractor-hosted Solution	The Contractor shall describe if they offer a Contractor-hosted solution and how it will meet the requirements of this RFP. Include in the response a description of the hosted solutions ability to authenticate through AD, if the application can run on a variety of cloud hosting	equivant offers a full hosted solution implemented on the AWS GovCloud. The hosted solution cannot authenticate with Active Directory. It can also be hosted on premise or in other cloud hosting solution such as Azure.

#	Category	Requirements	Response/Description
		solutions and the ability to interface with Office 365.	

SAAS Hosting

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
1	FedRAMP certified	Federal Risk and Authorization Management Program (FedRAMP High) certification is mandatory if Contractor proposes a software as a service (SaaS) solution. FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. FedRAMP consists of a subset of NIST Special Publication 800-53 security controls specifically selected to provide protection in cloud environments.	Yes	Northpointe hosts in the AWS GovCloud and leverages the controls in already in place.
2	ISO 270001 certified	ISO 27001 certification is desired of Contractor organization to ensure maturity in quality and process. Accredited certification to ISO 27001 demonstrates that an organization is following international information security best practices. The objective of the standard itself is to provide requirements for establishing, implementing, maintaining and continuously improving an Information Security Management System (ISMS).	In progress	Northpointe is currently engaged in a biennial audit cycle that runs through July 2022.
3	AICPA/SOC compliance	Are current AICPA/SOC 1, 2 and 3 reports (SOC 2 is preferred) available for Contractor hosting services?	Yes	
5	HIPAA compliance	Does Contractor hosting facilities and the service offering comply with HIPAA Privacy and Security rules?	Yes	
6	Hosting Facilities	Are the Contractor hosting facilities (including compute, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities located in the United States?	Yes	

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
7	Custodian Personnel	Do all Contractor personnel potentially having access to the judicial branch Data have background-checks, are authorized to work and based in the United States?	Yes	
8	Business Continuity /Disaster Recoverability	For Contractor hosted solution, is there a disaster recovery solution in place to ensure business continuity in the event of a system or catastrophic failure?	Yes	
9	Client Data Integrity	Does Contractor hosting solution include intrusion detection/prevention system to ensure judicial branch entity Data integrity and access only by authorized accounts/personnel?	Yes	
10	Backups	Does Contractor provide periodic incremental and full back up of judicial branch entity Data?	Yes	
11	Backups and Recovery	Does Contractor provide recovery from backup upon client request or system corruption?	Yes	
12	Data Export	Does Contractor have the capability to export clients' raw Data in human readable and machine readable format to enable portability to another system, if necessary?	Yes	
13	Data Import	Does Contractor have the capability to import clients' Data, possibly from an existing system?	Yes	
14	Availability	Is Contractor hosted solution available and accessible 24/7/365 to all authorized users (excluding scheduled maintenance)?	Yes	

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
15	Section 508 Compliance	Does Contractor solution user interface comply with Section 508 of the Rehabilitation Act of 1973. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law (29 U.S.C. § 794 (d)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information that is comparable to access available to others.	No	
16	Mobility	Does Contractor solution support multiple device user interfaces (desktops/laptops, tablets, and smart phones) over HTTP/S? E.g. HTML5	Yes	
17	Mobile Apps	Does Contractor solution include native apps available for tablets and smart phones?	No	
18	Mobile Support	Does Contractor solution provide user interface that dynamically adjusts to varying device resolutions such as computer, tablet, or smart phone?	No	
19	Performance SLA	Does Contractor hosted solution provide response time guarantees?	Yes	
20	Bandwidth measurement	Contractor solution shall have bandwidth consumption optimization measures in place.	Yes	
21	Performance SLA	Does Contractor hosted solution provide automatic scalability without impacting existing service or SLA?	No	
22	Metrics Dashboard	Does Contractor hosted solution include dashboard for monitoring performance and SLA metrics?	No	

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
23	Network Security	Does Contractor hosted solution include distributed denial of service (DDoS) defense and prevention?	Yes	
24	Log Analysis	Does Contractor hosted solution provide log data analysis tools available to clients?	No	
25	Confidentiality	Does Contractor restrict exposing any part of client data whether direct, indirect or derived data with other third parties?	Yes	
26	Outage Scheduling	Does Contractor hosting provide notice with reasonable lead time to client for any planned downtime, version upgrades, user interface changes, or feature upgrades?	Yes	
27	Customer Support	Does Contractor provide e-mail and phone based support?	Yes	
28	Assurance in confidentiality	Does Contractor provide data privacy assurance, notification of any breach in security, and performance guarantee?	Yes	
29	Operational integrity	Does Contractor have a published, enforced data governance policy and processes to ensure clients' data privacy and access?	In progress	We are in process on our Digital Security Program Policy with an estimated publication date of December 2020.
30	Product roadmap	Does Contractor share their feature and release roadmap with clients?	Yes	
31	Privacy policies	Does Contractor provide privacy policies documentation for hosted clients?	No	Pursuant to equivant policy, security policies and procedures cannot be published into the public domain, at the appropriate time, and subject to a Non-Disclosure Agreement equivant can share these policies and procedures. equivant is currently in the process of an ISO 270001 audit for which remediation plans for any deficiencies will be developed and operationalized.

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
32	Incident response	Does Contractor hosted solution include incident management system along with documented policy & process in place to resolve any operational incident?	Yes	
33	Data management	Does Contractor publish policies about Data retention, deletion and destruction for hosted service?	Yes	
34	Thin Client	Does Contractor solution require client side plugins or installation?	No	No plugins or client side software is required; however, we support Topaz signature pads for signing that does require client software.
35	Availability SLA	Does Contractor guarantee recovery point objective (RPO) for application availability in the event of system failure or disaster for hosted solution?	Yes	We guarantee recovery point objective with exclusions for certain acts of God or catastrophic events that prohibit recovery.
36	Availability SLA	Does Contractor guarantee recovery time objective (RTO) for application availability in the event of system failure or disaster for hosted solution?	Yes	We guarantee recovery time objective with exclusions for certain acts of God or catastrophic events that prohibit recovery.
37	User Creation	Does Contractor solution support user creation via batch upload of identity extract from active directory or existing systems?	No	This is not a standard feature but could be added.
38	Roles Configuration	Does Contractor solution support configurable role based access control?	Yes	
39	Workflow Configuration	Contractor shall configure document routing, approval, notification, and other workflow configurations in accordance with JCC IT detailed requirement.	Yes	
40	Single Sign-On Integration	Does Contractor hosted solution support single-sign-on (SSO) with SAML 2.0 or ADFS?	No	We currently support ADFS when hosted on-prem but not in the cloud.

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
	Identity Management	Does your solution support Identity Management, including Business to Customer and Business to Business? If so, what services/protocols are supported?	No	
41	Private Networking	Does Contractor hosted solution support private network connection or VPN tunneling connectivity?	Yes	VPN options are available only on dedicated servers configurations.
42	User Training	Does Contractor provide training materials and conduct interactive training sessions for proposed solution?	Yes	
	Justice Partner Access	Does the hosted solution provide a secured authenticated access portal for trusted justice partners?	Yes	
	Confidentiality	Is the Contractor hosted solution Multi-Tenant? How does the solution provide adequate security & isolation from other clients using the solution for data at rest and data in transit?	No	Shared servers are used in our standard hosted option. However, each customer on the shared server has their own environment and database on the shared server. Each customer's application only has access to their own database and only authorized Northpointe personnel have access to servers. All Data is encrypted in transit and at rest.
	Confidentiality	How does the Contractor hosted solution utilize cloud based file storages such as S3? What security features are in place to restrict access?	Yes	Northpointe uses AWS GovCloud for hosting. All Data inside the GovCloud is stored on encrypted EBS volumes and are only accessible and the volumes are only accessible by the attached server. The servers are not publicly addressable as the web traffic comes through a load balancer. Snapshots of these encrypted volumes are stored in S3. Public access to S3 is disabled account wide.

#	Category	Requirements	Response (Yes, No, in-progress)	Explanation (not required for yes/no response)
		List all additional Cloud/On-prem Services required for effectiveness/functioning of the solution. Ex: AWS/Azure/GCP services		AWS EC2, S3 (for backups)
	Outage Scheduling	Does Contractor have a predetermined upgrade & maintenance schedule for the SaaS solution, that is different from the agency's schedule?	Yes	Northpointe has a maintenance window from 9pm-11:59pm EST on the first Sunday of each month for security patches. If there is a high priority patch, an emergency maintenance window will be scheduled, and the customers notified. Updates to the Northpointe Suite will be scheduled with the customer and will be based on their schedule.
	Outage Scheduling	What is Contractor's automatic version upgrade policies? Are your version upgrades and/or maintenance patches roll-out any of the live environments without the prior explicit approval and/or coordination with the agency management?	No	We will first update the customer's test site and let them verify changes. The customer can then schedule the change for their production site. Northpointe will never update the customer's application without the customer's approval.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.1	Describe your implementation planning process (including project management, best practices, Organizational Change Management, Communications, and Personnel management).	**Project Startup, Planning, and Management** In conjunction with an agency's team, we will provide project management and oversight services to coordinate the project. Our Project Lead will coordinate activities for the project as well as coordinate internal technical, data conversion, integration, testing and training resources to ensure a successful project. We will provide the following project management services: - Coordination of project resources and work so that milestones are achieved in an efficient manner - Assign tasks so as to minimize implementation time and cost while taking into consideration resource and time constraints - Serve as the main point of contact for the agency's project manager - Provide updates to the work plan and project budget as appropriate - Participate in project status meetings and steering committee meetings - Provide monthly project status reports - Update risk and issue management document as appropriate - Process project financial information - Obtain acceptance of project deliverables Our Project Lead will monitor project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements. Our Project Lead will work with the agency's team to complete the upfront plans that will help guide the project. The primary scope of these activities is to produce plans that define processes and procedures which will help guide the project team through implementation. We will also produce several planning deliverables, including a final Statement of Work and a project plan for each agency. **Project Management and Risk Factors** - The Project Lead will be responsible for obtaining any required authorizations, approvals, and-or signoffs by a customer that are related to project deliverables and project progression in a timeframe that aligns with the project work plan. Delays to this process as well as any customer tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased

		services fees. - This does not include the expenses associated with your activities or resources assigned to the project. - The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of equivant. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required. - Circumstances may necessitate changes to the tasks and/or time estimates, at which time an agency and equivant will discuss these changes in good faith at the earliest opportunity. **Customer Resources** - equivant assumes that an agency's key project team resources will be committed to the project as of the project start date. - equivant assumes an agency will provide the following resources to ensure a successful implementation of the products. - Executive Steering Committee – Without proper vision and guidance from an organization's executives, many projects fail to reach their desired goals and objectives. The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the project team. - Project Manager - A Project Manager for each phase who has appropriate decision-making authority. - Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including Project Team training. Often these experts consist of Functional Leads in their respective areas of expertise, as well as other supporting personnel from the various departments. The resources designated for these roles should have a good working knowledge of how their agency processes are performed and understand the reasons for the current processes.

| 2.2 | Describe your recommendation for roles your company personnel will assume and the roles that Court and pretrial staff should assume in the implementation process. | Court and Pretrial staff will identify their internal stakeholders and include all management, end user, and IT resources necessary to complete the requirements, analysis, configuration, and training work outlined in this document.

Upon contract execution, the Court and pretrial staff will prepare for the project launch by coordinating project resources:

- Executive Steering Committee: Without proper vision and guidance from an organization's executives, many projects fail to reach their desired goals and objectives. The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the project team.
- Project Manager - A Project Manager for each phase who has appropriate decision-making authority.
- Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including Project Team training. Often these experts consist of Functional Leads in their respective areas of expertise, as well as other supporting personnel from the various departments. The resources designated for these roles should have a good working knowledge of how Court and pretrial processes are performed and understand the reasons for the current processes.
- IT Experts/Engineers – Technical resources will be needed for the data conversion work effort as well as interface design/build efforts.

equivant will utilize the total number of hours listed within the Statement of Work as needed for any of the estimated activities included herein. Identified hours in the Work Breakdown Structure may be moved between tasks as necessary to complete service delivery.

Our Responsibilities
• Upon execution of the contract, an equivant Project Lead will be assigned. The equivant Operations Division will process the contract and prepare for project launch within two weeks of contract execution, dependent upon equivant service team availability. The equivant Project Lead will coordinate kick-off tasks and assign the equivant project team. Circumstances may necessitate changes to the tasks and/or time estimates, at which time equivant and the Agency will, in good faith, discuss these changes and any potential adjustments in tasks, time or costs per the approved change management process as outlined. |

| | | | **Agency Responsibilities**
• The Agency will identify their internal stakeholders and include all management, end user and IT resources necessary to complete the work effort outlined in the Statement of Work.
• The Agency will also be responsible for contacting and/or securing any third-party resources required to build/test/implement interfaces to systems beyond the boundary of the Northpointe Suite application; equivant does not schedule or manage any third-party resources as part of the project scope. This includes all Agency technical personnel that may be assigned to interface or broker development efforts. equivant will work directly with the Agency's appointed Project Manager for resource coordination when necessary.
• Upon contract execution, the Agency will prepare for project launch by coordinating all stakeholders, scheduling the project kick-off call with the equivant PM and reviewing the scope in detail. |
| 2.3 | Describe how your proposed management practices, procedures and tools conform to industry best practices and describe the benefits of your approach. Include coordination and control of deployment activities in order to identify and mitigate issues; overall approach to communication at all levels for the life of the project; organizational change management process; staffing level management process and personnel management process. | Our vision of enterprise IVR, IWR, mobile and web applications is to deliver the simplest solution to our government users through various technology development. The technology exists to bring several solutions to the field, and we are working to provide a positive virtual user experience with our development initiatives while considering the economic cost. We develop solutions while balancing the sensitive data needs of the criminal justice sector and navigating the challenges around data standardization in justice. This remains a hurdle for many agencies across the country as there is a behavioral change that must take place to adopt new technologies as well as meet the strict data and security mandates. The field is changing, and this change needs to be managed carefully. We offer two primary distinctions. The first is that we are not a standard 'software company'; our services team is comprised of former practitioners that have done the work you do. We have these subject matter experts drive the product changes and define functional use cases for our Development team to ensure what goes into the product resonates with users. Second, we employ a credentialed Research division capable of delivering data science services and validation projects. Our researchers hold advanced degrees and work with jurisdictions to perform location validation on jurisdiction specific populations. They provide agencies with full reports including recommendations on practice and policy based on empirical evidence. |

| 2.4 | Describe how you would manage the use of any required interfaces or electronic tools that have been purchased and/or installed. Examples of local interfaces may include jail management systems, booking systems, imaging systems, and probation systems. | • All work effort included for the interface is based upon an Agency's use of the existing Northpointe Suite Web Services for incoming and outgoing data exchange. The Agency will follow the specifications, schemas, and file formats as defined by equivant.
• Successful implementation of the API Web Services requires the involvement of the Agency's technical resources and the Agency's third party vendor. The scope of delivery services for equivant does not extend beyond the Northpointe Suite system.
• If additional fields or services are required by the Agency, equivant will issue a Change Control Request form outlining the additional time and cost associated with the requirement modification. equivant reserves the right to accept or deny any requested change/s to the existing Northpointe Suite API services.

DEFINE
• equivant will deliver the online API technical specification document which includes field definition and layout.
• The Agency and its third party vendor will review the technical specification and initiate data mapping activities in order to verify the fields that equivant requires. The third party vendor must be involved in the definition stage in order to provide field validation, and final sign off that the interface is passing the necessary data to the Northpointe Suite.   equivant will be available to provide technical consulting related to field definition. All technical consulting will be delivered remotely, as directed by the equivant Project Lead.
• The equivant Project Lead will schedule a Team Review meeting with the Agency/ third party vendor to review final specification issues (if any).
• Identified issues will be submitted by the Agency to the equivant Project Lead in writing for review.
• If issues require changes to the existing Northpointe Suite API services, equivant will review the requested scope change. No changes will be made to any existing API without an approved Change Control Request allocating additional time and budget for the work.
• Upon resolution of outstanding issues, the Agency will approve the final data map defining all fields to be exchanged between the Northpointe Suite and the third party. This approval will mark the completion of the Define phase. | |

DEVELOP
• The third party vendor will commence development of the API as required to send and receive data to the Northpointe Suite. Development will be done based on the approved data map from the Define phase above.
• The Agency will work to define and build the test datasets that are required in order to initiate system testing between equivant and the Agency once the interface has been fully developed.
• The Agency will build and configure the UAT environment for testing. This UAT environment will be configured to communicate with the Northpointe Suite system. Upon completion of the UAT environment build, equivant Project Lead and Agency Project Manager will prepare a final schedule for system testing. The equivant technical lead and the third party vendor team will be coordinated to execute all system testing.
• Once the Agency completes development of their side of the interface, and a UAT environment is functional for testing purposes, the Agency will provide a Notice to Proceed to equivant.

TEST
• Upon receipt of the Notice to Proceed, equivant will finalize configuration of the Northpointe Suite API web service on the UAT server housing the application.
• equivant technical resources will be assigned by the equivant Project Lead to execute a system test with the Agency. System testing will commence once both the Agency and the equivant technical team have confirmed the schedule for testing availability. The Agency will provide technical resources that understand the technical specifications of the interface to work with equivant in the testing phase.
• The Agency will be responsible for validating all test data results during System Testing.
• equivant is not responsible for any interface related development and/or testing activities on the Agency's side of the interface or network. This remains the responsibility of the Agency and is not a part of the contracted services outlined within this RFP. This includes:
1. Interface development on the Agency or third party system.
2. Interface test data creation.
3. System communication through Agency networks and/or firewalls to access the Agency hosted web server/s.

• Any delays to the project due to third party constraints or third party system setup or availability are out of the control of equivant, and will not affect contractual license terms and conditions as set forth and agreed upon.

2.5	Describe the process involved in implementing any required specific configurations, e.g., terms of supervision and pretrial release, and the creation of standard local documents using case management information. Identify any local personnel required to accomplish the task.	• The Northpointe Suite has numerous decision points included in the configuration sections of the software, allowing for custom setup in many areas. equivant delivers the software with many of the configurable fields pre-populated with common criminal justice default values to simplify the process for new implementations. The configuration support work included in a project provides the Agency with an overview of the configuration options and assists with the key decisions required for Go Live. • Software configuration is primarily the Agency's responsibility and is completed by the assigned Agency System Administrator during the project implementation with support from equivant. • equivant will facilitate configuration setup with the Agency based on contracted software modules. Configuration setup will focus on the key functions and workflow needs as identified during the workflow analysis activity. System administrators will be the audience for this software configuration activity, as it addresses system setup, configuration and system management. In addition, agency personnel that will be responsible for the ongoing maintenance of the system should be included in all configuration work.

| 2.6 | Describe the process, resources, and expertise necessary in converting data from existing system into the new application. | **Data Conversion**
Data Conversion enables the Agency to retain the electronic person/case Data that has accumulated over time in a legacy system. This historical Data will be extracted from the legacy system, transformed to match the Northpointe Suite data model, and loaded to the Northpointe Suite database.

Identity Consolidation
The consolidation, or de-duplication, of identity records from the legacy data source is not typically included in a scope of work. equivant can provide an estimated cost for identity consolidation technical services if needed, and the Agency requests to have equivant perform this service.

Data Conversion Strategy
equivant will facilitate data conversion planning session(s) with staff and provide a Data Conversion Strategy Plan deliverable for review and approval.

The equivant conversion methodology includes seven distinct steps:
o Data Mapping
o Script Development
o Data Checking
o Test Data Load
o Mock Conversion
o Final Conversion
o Stabilization

Data Mapping
equivant's Data Conversion engineer will help you analyze the legacy system data model and determine which data needs to be migrated to the Northpointe Suite and where it should be viewed within the Northpointe Suite application. The Agency will develop a data conversion mapping spreadsheet that describes which data fields from the legacy system(s) should match up to which data fields in Northpointe Suite.   These mapping rules will be utilized during the test data load to validate |

Script Development

Script development (refinement) might be necessary where the Agency has specific business requirements for handling legacy data that differ from standard equivant data conversion scripts. The equivant Data Conversion engineer maintains separate scripts for each of the primary components of the Northpointe Suite application.

Data Checking

Once data has been extracted from your legacy system, the Data Conversion engineer will load the data to a staging area and check for referential integrity, correct field lengths and formats, and valid code values. The engineer will provide you with a Data Issues Report. The first section of the report, Stop Issues, lists the issues that must be corrected before the data conversion can move forward. The second section, Observations, presents issues that may affect the quality of the Data, but do not necessarily have to be corrected in order for the conversion to continue. You may choose to clean-up the Data in the legacy system(s) prior to performing data conversion. Data conversion does not include equivant staff fixing or scrubbing the Agency's source Data from the legacy system.

Code Value Mapping

During the data-checking phase, code values will also be validated against existing Northpointe Suite code values. If a given code does not have a matching value in Northpointe Suite, you will have the opportunity to create a matching code or map the invalid code to an existing code. All codes must have a matching value, a mapped value, or a default value before the conversion can continue.

Test Data Load

Once the data conversion scripts are developed, the Agency will provide a sample data set of approximately 1,000 representative records, defined per the Data Mapping business rules. equivant will run a test data load on this data set and provide a Data Issues Report to the Agency that details any required modification to the source data and scripts. equivant will rerun the test data load process with a new set of sample test data after identified issues have been remedied.

Mock Conversion

equivant will perform two mock conversions to prepare for the final go-live conversion. After each mock conversion, equivant will provide a Data Statistics Report containing detailed statistics by script, source table and Northpointe Suite table to guarantee that the conversion effort has accounted for each row of data. After each mock conversion, the Agency will review the converted data and document any corrections needed.

The Data Conversion engineer will correct the Northpointe Suite data, if needed, and update the scripts for the next conversion run. Corrections may require changes to the source data. These corrections are the responsibility of the Agency.

Final Conversion

The final conversion will occur just prior to go-live. At this time, all agreed upon Data will be migrated from legacy systems to the Agency's production Northpointe Suite environment as rehearsed during the mock conversions.

During the week prior to your go-live, a conference call will take place to review the go-live plan, determine the resources required, and solidify outstanding go-live items. This will include reviewing roles, responsibilities and timelines for the final data conversion.

| 2.7 | Describe your process for coordinating user acceptance. | The Northpointe Suite application is a COTS solution (commercial off the shelf). In order to ensure that the installed application meets the functional scope as defined by equivant in its software documentation, the Agency will perform user acceptance testing.

equivant assumes that the Agency will complete this testing within three (3) business days depending on the size and scope of the implementation. equivant will provide one (1) staff to support the UAT during this period.

equivant will assist the agency during the UAT period by answering questions regarding functionality or operation, and by investigating reported software application issues and by remediating any validated software defects.
The agency will be responsible for managing and conducting the UAT, including the coordination of any third parties other than equivant if needed.

The Agency will develop a user acceptance test plan that will delineate the use cases to be tested, the Data to be used in testing each use case, the expected outcome of each test and the pass/fail criterion for each test.

The means by which the test cases will be tracked, and the outcomes reported will be in a mutually agreeable format.
The fully completed user acceptance test plan must be provided to equivant prior to the start of user acceptance testing. equivant will review the test plan and provide feedback to the agency regarding the scope and sufficiency of the test plan.

During the UAT period, daily stand-up calls will be scheduled at a mutually agreeable time each business day to review the progress of the testing and the status of any open items.

Once the agency has successfully completed the User Acceptance Test the Software may be deployed to the production environment for production use. |

| 2.8 | Describe your process for implementing change management. | Any change or modification to the Statement of Work, functionality, or response of the application or integration needs will result in a Change Control and will be managed through the Change Management Process. Requests to change the scope of the project by adding or editing requirements will be represented within a specific Change Control Request form, regardless of the size or impact of the requested change.

Although either party may request a change, documenting the change will be overseen by the equivant Project Lead. Joint approval of the Change Control Request form is required before work on the change is scheduled and initiated by the equivant project team. |

2.9	Describe your process for managing critical defect scenarios.	Responses to customer requests are prioritized based on specific criteria. equivant will assess each issue to ensure the Customer Care staff responds as quickly as possible to the most urgent needs. equivant uses the following criteria to prioritize reported issues: PRIORITY 1 (Urgent) - Down Production System :This type of problem is considered the most critical, under any circumstances. These calls are handled immediately and all appropriate Managers are notified.
		Customer contact is maintained until equivant and the Customer reach a viable resolution.
		PRIORITY 2 (High) - Critical Business Process Function is Unavailable: A P2 problem is when critical tasks cannot be performed in the production system, but the error does not impair essential operations. Processing can still continue in a restricted manner.
		The primary goal is to eliminate as soon as possible functional limitations or restrictions to those key portions of the system that adversely impact operation of the production system.
		PRIORITY 3 (Normal) - Normal Priority: These calls make up over 90% of calls to Customer Care. P3 issues cover topics such general advice, annoyances, non-business critical defects, and general "how-to" questions regarding the application.
		PRIORITY 4 (Low) - Cosmetic Issues and Documentation: System functionality is largely correct except for minor details, such as a cosmetic issue. Business impact is minor. P4 issues also include documentation errors, which are normally corrected in the next maintenance release of the product.
		Response Time equivant will respond as quickly as possible to each request, but uses the response time targets for Average First Reply Time, during the defined hours of operation, provided in the table below. First Reply Time is defined as the time it takes an equivant Customer Care Agent to respond to an agency's request for assistance.

		Average First Reply Time Target Average Resolution Time Target Urgent - 1 hour As soon as possible, but not more than 3 calendar days for hosted solutions and 6 calendar days for on-premise solutions. High – 8 business hours 5 calendar days for hosted solutions and 10 calendar days for on-premise solutions (not including development or release time). Normal – 2 business days Next scheduled patch deployment. Low – 2 business days Next available software deployment. **Resolution Time** Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes equivant to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Average Resolution Time targets are provided in the table above. Elapsed time for development effort is not included in Resolution time.
2.10	Describe your process for coordinating software upgrades and version management.	Our software releases go through full regression test cycles after the Quality Assurance department has completed the individual test plans. In addition, our technical services team receives each release to schedule and execute load testing, and penetration testing to validate system performance and security. This is required prior to packaging the final software release for installation. Our software release schedule is published in Quarter 3 of each year; the schedule outlines each release planned for the following year so customers have ample notice and can plan on the best timeframe for upgrades. This schedule is posted to our ZenDesk support platform so it can be accessed at any time. In addition, hot patches needed to remediate a Priority 1 defect are coordinated by our Customer Care department. All communication related to a specific patch needed by a customer is tracked in an active support ticket until closure. We provide user manuals for each of our major modules. In addition, we publish configuration guides for the System Administrators to utilize for ongoing system management. Each software release is accompanied by a set of full Release Notes identifying new enhancements, customer customizations, and defect corrections. All documentation is stored on our ZenDesk support platform so customers can access the information at any time.

2.11	Describe the process employed to track and report progress in system deployment.	Our project management approach encapsulates all tasks from the launch of the project in our Operations department through project closure. Our methodology is focused heavily on evidence-based case design and an agency's daily workflow. The management of the implementation follows a specific roadmap as applicable: Note that once a project is "closed", the customer is transitioned from the Operations team to the Customer Care team for ongoing support of the application. All our customers enjoy the fact that they have an assigned Account Manager to work with once in the support phase; this Account Manager works to ensure customers are communicated with throughout each term and is available to answer questions as they come up. This oversight structure is in place to ensure customer success.
2.12	Describe the process and standards employed in determining when phases of deployment are satisfactorily completed.	Deployment is scheduled once the planned professional services near completion and the team is validating the final data conversion (when applicable). We validate the UAT environment, including the software configuration, that is used for the duration of the implementation phase. Once that environment is validated, we copy the software configuration and apply it to the production environment. The application files are also copied from UAT to production to ensure versioning is correct. The UAT environment is wiped of all test data used throughout the project. Once these steps are complete, the Project Lead confirms final go live with the Agency's Project Manager so users can be coordinated within the agency, and expectations set for the final deployment, or launch.
2.13	Describe the process involved in implementing any required state and local configurations, e.g., implementation of state statutes and rules, creation of standard state documents, state calendar, etc. Include any local personnel required to accomplish the task.	This is completed during the Configuration process. The agency System Administrator is responsible for the configuration of the site. The equivant Implementation Specialist will work alongside throughout that process to ensure that the site is configured accurately and meets the agency workflow requirements. Most required forms can be configured and maintained by the agency via the Forms Generator or Data Sheets that exist in the software.

2.14	Describe the process involved in assessing and recommending how the required hardware and software that will ensure improved performance for the end-users is to be achieved, and how it is scalable to meet the future needs of the pretrial program.	The equivant Project Lead is responsible for communicating on a regular and ongoing basis with the customer implementation team. Those communications allow the equivant Project Lead to ensure that tasks are being completed to the satisfaction of the customer. The Statement of Work will outline the service deliverables and set forth milestones for their completion. That process provides an avenue for dialogue between the agency PM and equivant PM to ensure continuity and satisfaction throughout the implementation.

3.0 Implementation and Deployment Services

The following sections set forth the Contractor's and Court's tasks, roles and responsibilities and the services for which the Contractor or Court shall be responsible. The Court roles and responsibilities may include or be assigned to 3rd Party (trusted justice partner such as Probation or Pretrial Services) as part of separate agreement, MOU or other mutually agreed upon instrument.

3.1	**Preliminary Business Analysis Services tasks, roles and responsibilities.** Preliminary Business Analysis Services include the tasks, activities and deliverables required by the Contractor to gain sufficient knowledge about the Court and pretrial environment and overall requirements to enable creation of an implementation strategy and approach, a deployment plan and to successfully deploy the PTRA. The following table identifies the Contractor's and Court's Preliminary Business Analysis Services tasks, roles and responsibilities.	Contra ctor	Court	Issue	Proposed Solution/Rati onale and Benefit to the Court
	1. Participate in meetings with the Court, Probation and/or pretrial staff to understand high-level requirements, priorities and existing team and reporting structure within the pretrial environment.	X			
	2. **Deliverable**: Develop and present to a Preliminary Business Analysis Plan that clearly highlights the Contractor recommended steps to obtain the required knowledge to start the deployment process. This plan should clearly articulate the key steps that will be performed by the Contractor for obtaining requisite knowledge as well as lay out the time and effort requirements from the court.	X			
	3. Review, approve and accept the Preliminary Business Analysis Plan.		X		
	4. Execute the Preliminary Business Analysis Plan and obtain the required knowledge to start the deployment process.	X			
	5. **Deliverable**: Document the results of Preliminary Business Analysis and present to Court.	X			
	6. Review, approve and accept the results of the Preliminary Business Analysis,		X		

3.2	**Implementation Strategy and Approach Services Tasks, Roles and Responsibilities.** Implementation Strategy and Approach Services are the activities and Deliverables associated with developing and refining the deployment and training strategy and approach and methodology that will be used for deployment of the proposed solution. The following table identifies the Contractor's and Court's Implementation Strategy and Approach Services tasks, roles and responsibilities	**Contra ctor**	**Court**	**Issue**	**Proposed Solution/ Rationale and Benefit to the Court**
	1. **Deliverable**: Document and present to Court the recommended Implementation Strategy and Approach, including a communication plan that accounts for all constituents (e.g., Courts and justice partners, etc.) and a technical environment plan that includes the scope and objectives of non-production and production environments.	X			
	2. Review, approve and accept the recommended implementation strategy and approach, communication plan, and technical environment plan.		X		
	3. **Deliverable**: Develop a Contractor Staffing Plan that identifies Contractor staff levels required at various points in the project and supports the implementation strategy and approach.	X			
	4. Review, approve and accept the Contractor Staffing Plan.		X		
	5. **Deliverable**: Recommend a Court and Pretrial Staffing Plan that identifies staff levels required at various points in the project and that will support the implementation strategy and approach.	X			
	6. **Deliverable**: Develop and present a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.	X			
	7. Review, approve and accept the methodology and toolsets for deploying the application.		X		
	8. **Deliverable**: Provide recommendations on appropriate deployment of logical environments to support Contractor's recommended deployment strategy (e.g., testing, data conversion, etc.)	X			

9. Review, approve and accept recommendations on appropriate deployment environments.		X		

3.3   Implementation Services

The Deployment Services are those services, as described in the following subsections that must be performed to successfully deploy the PTRA.

3.3.1   Implementation Requirement: Implementation/Deployment Project Management Services

Deployment Project Management Services are the activities and Deliverables associated with developing and maintaining an Implementation/Deployment project Plan and schedule for deployment of the application. The following table identifies the Contractor's and Court's Deployment Planning Services tasks, roles and responsibilities.

Implementation/Deployment Project Management Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. **Deliverable**: Develop, document and maintain the Implementation/Deployment Project Plan throughout the course of the engagement. This plan is based on the approved overall approach, methodology and use of proposed toolsets and processes. Contractor shall update this plan on a periodic basis as defined by Court (e.g., monthly, bi-monthly). This plan shall be developed and maintained in Microsoft Project software or an alternative project management tool approved by Court. This plan shall include all required details such as staffing, timelines, key activities, milestones, deliverables, actual progress against plan, variances, etc. Implementation/Deployment Project Plan will take into consideration Court holidays. Provide timelines for off-the-shelf product implementation as well as California specific enhancement release timeline	X			
2. Review, approve and accept Implementation/Deployment Project Plan		X		

3. Establish, maintain and update a Deployment Knowledge Base with all deliverables and documents within the scope of the Deployment Services. In addition to full and accurate documentation of the Contractor's own activities, Contractor will include in the Deployment Knowledge Base all documents, information and data on which they rely to perform Deployment Services, including but not limited to the following: configuration guides, training manuals, assessment reports, user manuals, system level setup and procedures, all queries, form templates, reports and tuning parameters around the database or servers. The Deployment Knowledge Base must be fully indexed and key word searchable.	X			

3.3.2   Deployment Requirements: Infrastructure Assessment and Implementation Services

Infrastructure Assessment and Implementation Services are the activities and Deliverables required to assess and to validate that all components of the Pretrial technical infrastructure, which must be able to support the PTRA, DMS, and the traffic generated through their use. These components include, but are not limited to, desktops, laptops, network elements, scanners, printers, etc. Infrastructure Assessment and Implementation Services also include coordinating and managing the implementation of other needed components. The following table (Table 4) identifies the Contractor's and Pretrial Infrastructure Assessment and Implementation Services tasks, roles and responsibilities.

Contractor's Infrastructure Assessments and Deployment Services will focus on evaluating Pretrial infrastructure in four main areas:

1.   **Desktop Environment –** Evaluation of desktop machines and devices, Operating System (OS), and required software components and printers.

2.   **Network Environment –** Evaluation of bandwidth and capacity planning capabilities against anticipated traffic volumes due to implementation of the PTRA and DMS and projected growth.

3.   **Data Center Environment –** Contractor will evaluate Pretrial connectivity and environment readiness (e.g., Application, Data Exchange Infrastructure, DMS, etc.) based on the infrastructure recommendations from the Deployment Strategy and Approach and Planning phases.

4.   **Document Management System Environment –** As part of DMS implementation, Contractor will undertake an assessment to determine additional infrastructure items (scanners, document scanning software, printers, and intermediate servers), storage requirements, and suitability for integration with Application integration components.

In addition, during the Infrastructure Assessment, Contractor will identify gaps, formulate recommendations, and communicate an action plan for Court to address the findings in the Infrastructure Assessment. Information will be shared at regular and pre-defined stages of the Assessment. Contractor will deliver the final Infrastructure Assessment Findings report to the Court for review and approval.

Infrastructure Assessment and Implementation Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. **Deliverable:** Develop and document an Infrastructure Assessment Plan and template for assessing all components of the Pretrial technical infrastructure.	X			
2. Review, approve and accept the Infrastructure Assessment Plan and template.		X		
3. Perform the infrastructure assessment for all technical components for Pretrial Services.	X			
4. **Deliverable:** Document and present the findings of the infrastructure assessment, including recommendations on specific areas that need to be upgraded, standardized or secured.	X			
5. Review, approve and accept the findings of the infrastructure assessment.		X		
6. Perform hardware and connectivity capacity planning for Pretrial Services.	X			
7. Review, approve and accept hardware and connectivity capacity planning.		X		
8. **Deliverable:** Document and present an assessment of required hardware as well as the network infrastructure required at a minimum to support the rollout.	X			

	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
9. Review, approve and accept the hardware and network infrastructure assessment.		X		
10. Manage the installation of any additional hardware or network infrastructure and coordinate with third parties as required.		X		
11. Review, approve and accept the installed hardware or network infrastructure.	X			
12. Measure bandwidth utilization and minimum hardware required to support rollout.	X			
13. **Deliverable:** Provide documented findings of the minimum requirements for desktop hardware along with bandwidth utilization numbers to support sizing of the network to the hosting data center.	X			
14. Review, approve and accept documented findings.		X		

3.3.3   Deployment Requirement: Operational Process and Procedures Services

Operational Process and Procedures Services are the activities and Deliverables required to assess the existing processes and procedures, perform a gap analysis with the process options compatible with the Application and develop and document recommended case management operational processes and procedures that will be utilized with the Application.

Operational Processes and Procedures Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Identify current operational processes and procedures used for pretrial management by working in conjunction with the Courts and Pretrial Services.	X			
2. **Deliverable:** Assess the existing ("as is") operational processes and procedures against the end state ("to be") PTRA configurations, processes and procedures, and develop recommendations on processes that will meet requirements.	X			

	Contractor	Court	Issue	Proposed Solution
3. Review, approve and accept the "as is" versus "to be" assessment and the process recommendations.		X		
4. **Deliverable**: Document approved procedures in an approved format.	X			
5. Review, approve and accept approved procedures.		X		
6. **Deliverable:** Develop and provide a business impact analysis based on the "as is" versus "to be" assessment.	X			
7. Review, approve and accept the business impact analysis.		X		

3.3.4 Deployment Requirement: Application Configuration Services

Application Configuration Services are the activities and deliverables required to configure the PTRA to support business processes. The following table identifies the Contractor's and Court's Application Configuration Services tasks, roles and responsibilities.

Application Configuration Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Conduct training sessions/system walkthroughs for Pretrial business process staff to provide an understanding of the application and business context for configurations.	X			
2. Conduct SME Education Sessions about system and configuration impacts.	X			
3. Identify end state ("to be") configurations by working in conjunction with the Court and Pretrial.	X			
4. **Deliverable:** Develop a detailed application configuration strategy that will meet requirements.	X			
5. Review, approve and accept the "as is" versus "to be" assessment and the configuration strategy.		X		

6. **Deliverable:** Develop and document a detailed application configuration plan that links to data exchange configuration.	X			
7. Review, approve and accept the detailed application configuration plan.		X		
8. **Deliverable:** Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).	X			
9. Review, approve and accept the detailed application configuration workbook.		X		
10. Configure approved CIs as documented in the detailed application configuration workbook into the PTRA.	X			
11. **Deliverable:** Create and submit a detailed configuration workbook listing the final application configuration details of the PTRA.	X			
12. Review, approve and accept the configuration workbook.		X		
13. Perform Application Configuration Services activities in synchronization with the Data Integration Services	X			
14. Identify Forms, Notices, and Reports requirements and design by working in conjunction with the Court and Pretrial.	X			
15. **Deliverable:** Forms, Notices, and Reports Design Documents		X		
16. Review, approve and accept Forms, Notices, and Reports Design Documents.	X			
17. Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.	X			
18. Identify defects and changes.		X		
19. Remediate identified defects and changes.	X			

3.3.5   Deployment Requirement: Data Conversion Services

Data Conversion Services are the activities and Deliverables associated with the assessment, planning, mapping, scripting, conversion and testing required for the conversion of data from the current systems to the PTRA.

The following table identifies the Contractor's and Court's Data Conversion tasks, roles and responsibilities.

Data Conversion Services Tasks, Roles and Responsibilities	Contra ctor	Court	Issue	Proposed Solution/Rati onale and Benefit to the Court
1. Identify sources of data from the current systems by working in conjunction with the Court.	X			
2. **Deliverable:** Assess the existing ("as is") sources of Data (including software, code, functionality, and Data) against the end state ("to be") PTRA, and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source of data based on the assessment	X			
3. Review, approve and accept the detailed Data Conversion Strategy and Data Conversion Plan.		X		
4. **Deliverable:** For each source of Data, develop and document the detailed data schema/maps from current systems to the PTRA.	X			
5. **Deliverable:** For each source of Data, identify and document data elements which cannot be converted through the automated tools and/or other exceptions and develop a plan to achieve data conversion through alternative means (e.g., manual conversion, manual entry).	X			
6. Review, approve and accept mapping and plan for converting data elements which cannot be converted through automated tools and/or other exceptions.		X		
7. Configure data conversion tools, as required to perform data conversion.	X			
8. Provide all relevant technical documentation (development/configuration manuals etc.) on such data conversion scripts and tools.	X			
9. Perform data conversion through automated or manual processes as approved by Court.	X			
10. **Deliverable:** Create a comprehensive Data Conversion Test Plan for each source of Data.	x			
11. Review, approve and accept all Data Conversion Test Plans.		X		

	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
12. **Deliverable:** Conduct data conversion testing using Contractor's validation process, identify errors and exceptions and document and provide a report on the testing results to Court.	X			
13. Conduct data conversion re-testing until requirements are met.	X			
14. Review, approve and accept conversion testing and retesting results.		X		

3.3.6   **Deployment Requirement: Data Integration Services**

Data Integration Services are the activities and Deliverables associated with the assessment, planning, design, development, modification, and testing of the data exchanges between the Court and county and state partners, and the PTRA. This includes justice partner exchanges and electronic services, as well as the PTRA portal. The following table identifies the Contractor's and Court's Data Integration Services tasks, roles and responsibilities.

Data Integration Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Create an inventory of data exchanges (local and statewide exchanges) including internal, justice partner, and Contractor exchanges and portal access, and create a Gap Analysis that assesses the existing ("as is") state and scope of exchanges against the end state ("to be") state and scope of exchanges.	X			
2. Identify data exchange requirements between the current Court and partner systems and the PTRA, and analyze them against proposed data exchange standards, access requirements, etc. and present recommended exchanges to the Court.	X			

3. Ensure that such data exchange requirements between the Court and partner systems and the PTRA are identified by working in conjunction with the Court and Court's county and state justice partners (e.g., jail, probation, JCC, CA DOJ). Additionally, ensure that any gaps or exceptions identified in configuration or data conversion affecting data exchanges as well as deficiencies in the data exchange standards are also assessed.	X			
4. **Deliverable:** Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.	X			
5. Review, approve and accept the Gap Analysis.		X		
6. Discuss Gap Analysis results with justice partners.	X			
7. **Deliverable:** Develop and maintain a detailed Data Exchange Deployment Plan consisting of the end-to-end process for exchange deployment (from the "as is" to the "to be" states) including organization of local data exchange deployment team, including Court, Contractor and justice partner resources, as needed.	X			
8. Review, approve and accept the detailed Data Exchange Deployment Plan		X		
9. **Deliverable**: Develop and maintain a data integration pre-testing activities workbook including connectivity of Contractors/partners, development of Court policy file, and configuration of exchanges.	X			
10. Review, approve, and accept the pre-testing activities workbook.		X		
11. Perform the necessary activities to configure and deploy exchanges as required and approved by the Court.	X			
12. **Deliverable:** Conduct data exchange deployment (for both local and statewide exchanges) and integration testing using Contractor's validation process, identify errors and exceptions and document and provide testing and traceability matrix results to Court.	X			
13. Conduct data exchange deployment and integration re-testing until requirements are met.	X			

	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
14. Review, approve and accept data exchange deployment and integration testing and retesting results.		X		
15. Provide Court with one data integration technical subject matter expert, as requested by the Court.	X			
16. Perform Data Integration Services activities in synchronization with the Application Configuration Services.	X			

3.3.7   Deployment Requirement: Document Management System (DMS) Configuration Services

Document Management System (DMS) Configuration Services are the activities and Deliverables associated with developing and implementing DMS infrastructure requirements and integrating the DMS with the PTRA. The following table identifies the Contractor's and Court's Document Management System Configuration Services tasks, roles and responsibilities.

Document Management System Configuration Services Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. **Deliverable:** Develop a DMS Integration Plan and Approach for integrating existing Document Management Systems (DMS) with PTRA.	X			
2. Review, approve and accept plan and approach for integrating existing DMS with PTRA.		X		
3. **Deliverable:** For pretrial that does not have an existing DMS, provide a plan and approach for:	X			
· Gathering DMS requirements.				
· Implementing the DMS infrastructure required (e.g., scanners, intermediate servers).				
· Integrating DMS use into specific Application business processes (e.g., workflows).				

	Contractor	Court	Issue	Proposed Solution
· Integrating the DMS infrastructure with the hosted DMS application.				
4. Review, approve and accept plan and approach for DMS infrastructure implementation and integration with Application for pretrial that do not have an existing DMS.		X		
5. **Deliverable:** Perform integration of (new as well as existing) DMS with PTRA.	X			
6. Review, approve and accept integration of (new as well as existing) DMS with PTRA.		X		
7. Coordinate the implementation of the DMS infrastructure required and integrate with PTRA and the DMS application.	X			

3.3.8   Implementation Requirement: Testing Services

Testing Services are the activities and Deliverables associated with planning and executing testing for Acceptance by the Court of the entire set of contracted Deployment requirements (e.g., configuration, exchanges). The following table identifies the Contractor's and Court's Testing Services tasks, roles and responsibilities.

Testing Services Tasks, Roles and Responsibilities	Contra ctor	Court	Issue	Proposed Solution/Rati onale and Benefit to the Court
1. **Deliverable**: Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, application configuration testing, roles-based access testing and Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.	X			
2. Review, approve and accept the Test Plan.		X		
3. Prepare and document test cases, test scripts and test data as required by the Test Plan.	X			

	Contractor	Court	Issue	Proposed Solution
4. Review, approve and accept test cases, test scripts, and test data.		X		
5. **Deliverable:** Perform end-to-end testing, network performance testing, data integration testing, application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all application release versions issued prior to Final Acceptance of the Services.	X			
6. Support Acceptance testing processes.	X			
7. Conduct Acceptance testing.		X		
8. **Deliverable:** Manage, identify, classify, and document any Deployment Services-related deficiencies or errors found as a result of testing, using prescribed tools.	X			
9. Resolve Deployment requirements-related deficiencies and errors found as a result of testing. Such Resolution shall include retesting.	X			
10. **Deliverable:** Document and provide the testing and retesting and traceability matrix results for approval.	X			
11. Develop any additionally needed test scripts for any subsequent Application releases prior to a Final Acceptance of the Services.	X			
12. Review, approve and accept testing, retesting and traceability matrix results.		X		

3.3.9 Implementation Requirement: Cutover and Stabilization Services

Cutover and Stabilization Services are the activities and Deliverables required to successfully manage the Cutover from existing systems to the PTRA ("go live" support) without affecting the day-to-day functioning and ensuring that the transition process to the PTRA is completed quickly and in the most efficient manner possible. The following table identifies the Contractor's and Court's Cutover and Stabilization Services tasks, roles and responsibilities.

Cutover and Stabilization Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and

				Benefit to the Court
1. **Deliverable:** Define and document the Cutover and Stabilization Services Plan to be performed by Contractor.	X			
2. Review, approve and accept the Operational Cutover and Stabilization Services Plan.		X		
3. Perform and coordinate cutover activities in accordance with the Cutover and Stabilization Services Plan.	X			
4. Provide expert on-site support to Court and pretrial personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.	X			
5. Provide expert on-site resolution of any issues or problems that may arise in the post-Cutover transition stabilization period and/or manage resolution through approved processes and procedures.	X			
6. Perform all activities as provided, at minimum, in the defined exit criteria.	X			
7. Coordinate with pretrial help desk as required, including problem management and Incident management processes.	X			
8. Train help desk and provide requisite help desk scripts and tools for Deployment Services and daily support and maintenance.	X			
9. Review, approve and accept scripts.		X		

3.3.10   Implementation Requirement: Training Services

Training Services are the activities and Deliverables associated with training the PTRA configuration administrators and End-Users for the purpose of supporting the PTRA and fully utilizing the functions and features of the applications through formal training (which may include classroom training, computer or web based training) and informal methods during the Deployment. The following table identifies the Contractor's and Court's Training Services tasks, roles and responsibilities.

Training Services Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. **Deliverable:** Develop, document and maintain a Training Plan, including training schedule, instructor requirements, facilitator requirements, module/class structure, facilities requirements, alternative facility options, and specific training data issues.	X			
2. Review, approve and accept the Training Plan.		X		
3. **Deliverable:** Provide Application configuration and administration training to administrators.	X			
4. **Deliverable:** Provide Application End-User training and help desk training.	X			
5. **Deliverable:** Provide ongoing, pre-scheduled Application End-User training and help desk training for any subsequent application releases prior to Final Acceptance of the Services.	X			
6. Create and maintain the training configurations on the Application training instances as requested.	X			
7. **Deliverable:** Provide DMS operational training to specified End-Users.	X			
8. **Deliverable:** Provide specified End-Users with ongoing, pre-scheduled DMS operational training for any subsequent Application releases prior to Final Acceptance of the Services.	X			
9. Review, approve and accept training.		X		
10. Review, approve and accept justice partner training session.		X		

3.4   Implementation Requirement: Project Management Services

Implementation Project Management Services are the activities and Deliverables associated with providing project management throughout the term of the engagement. The following table identifies the Contractor's and Court's Implementation Project Management Services tasks, roles and responsibilities.

Implementation Project Management Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Provide project strategy and direction including overall scope and timelines.		X		
2. Provide, and review with Court, Contractor project metrics reporting on Contractor's accomplishment of milestones, SLRs and associated Deliverables.	X			
3. Review, approve and accept project metrics, SLRs, milestones and Deliverables.		X		
4. Develop and present remediation plans to resolve Deployment Services related issues.	X			
5. Review, approve and accept remediation plans to resolve Deployment Services related issues.		X		
6. **Deliverable:** Participate in the creation of a local agency specific release plan.	X			
7. Coordinate the application releases between the pre-production environments to the production environment.	X			
8. Participate as requested t in technical and business planning/governance meetings to establish and communicate decisions.	X			
9. Adhere to Incident and problem management processes and tools.	X			
10. Contractor Project Lead shall schedule and conduct weekly project status meetings with appropriate Contractor resources in accordance with the Project Communications Plan with Court Project Manager and other key participants as the Project Manager may require.	X			

11. Participate in weekly project status report meetings.		X		
12. **Deliverable:** Provide written weekly project status reports to the Court Project Manager including status updates of applicable items in the Project Plan (e.g. the project schedule) in a format agreed to by Court, including escalation of any issues and risks that may impact Critical Milestones, as well as issue and risk mitigation actions.	X			
13. Execute projects using PMI best practices including standard project life cycle activities, project initiation, planning, execution, control and closure, and Acceptance.	X			
14. Coordinate all Services, activities and dependencies and serve as the single point of contact/interface to Court including coordinating Contractor, Third Party and Court resources to ensure the on-time delivery of tested/quality checked Deliverables as defined in the Project Plan.	X			
15. Prepare and present a quarterly Executive Management Report in a mutually agreed upon format.	X			
16. **Deliverable:** Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.	X			
17. Provide single portal access for all documents and reports	X			
18. Provide a regular Implementation Summary Report that includes current status of milestones and all SLRs.	X			
19. Review, approve and accept Implementation Summary Report.		X		
20. **Deliverable:** Develop overall approach and strategy to manage and maintain a Deployment Knowledge Base that will contain deployment documents and Deliverables from deployment, including recommendations on content, structure and tools.	X			
21. Review, approve and accept overall approach and strategy to manage and maintain a Deployment Knowledge Base.		X		
22. **Deliverable:** Manage and maintain the specified Deployment Knowledge Base throughout the Application deployment process, incorporating Application documents and Deliverables.	X			

23. **Deliverable:** Update the Deployment Knowledge Base with all deliverables and documents as a part of Cutover and Stabilization Services.	X			
24. Review, approve and accept the updated Deployment Knowledge Base after all deliverables and documents.		X		

3.5 Implementation Requirement: Customer Satisfaction Management Services

Customer Satisfaction Management Services are the activities associated with developing, implementing and reporting on Customer Satisfaction surveys to the Court Project Management team. The following table identifies Contractor's and Court's Customer Satisfaction Management Services tasks, roles and responsibilities.

Customer Satisfaction Management Services Tasks, Roles and Responsibilities	Contractor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Establish Customer Satisfaction Survey requirements.		X		
2. **Deliverable:** Develop Customer Satisfaction Survey in accordance with survey requirements.	X			
3. Review, approve and accept Contractor developed Customer Satisfaction Survey.		X		
4. Conduct quarterly Customer Satisfaction Surveys to the Court.		X		
5. Meet with Court to review Customer Satisfaction reports and make recommendations on how to resolve customer dissatisfaction.	X			
6. **Deliverable:** Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.	X			
7. Review, provide additional input as required, approve and accept Customer Satisfaction Project Plan.		X		
8. Execute Court-Accepted Customer Satisfaction Project Plan.	X			

4.0	Requirements Definitions

4.1   "Application" means the complete pretrial risk assessment application (PTRA), including all associated software, data exchanges, and external systems to be implemented by Contractor.

4.2   "Training Plan" means the plan that the Contractor shall develop for respecting End-User and configuration administrator Application training.

4.3   "Critical Milestones" means those milestones, activities, actions and projects identified as such in this Agreement, but are not limited to this Agreement. Additional milestones may be negotiated by individual courts.

4.4   "Customer Satisfaction" means a subjective rating obtained through customer satisfaction surveys conducted from time to time in accordance with terms defined herein.

4.5   "Cutover" means going-live on the Application, at one or more locations, and where all personnel who are provided access to pretrial case management system(s) are able to access the Application and perform their normal daily operations using the production environment of the Application.

4.6   "Final Acceptance" means written Acceptance of all Services and Deliverables including signoff on all exit criteria as defined in the Cutover and Stabilizations Services.

4.7   "Incident" means either a (i) single event or (ii) abnormal activity for a function monitored by Contractor, each requiring a Contractor response typically denoted by a request for service or identification of a problem. Court or designee will determine the Incident Priority Level of each reported Incident. Contractor will provide an escalation procedure (to be approved by Court) for resolution of reported and non-reported incidents.

4.8   "Incident Resolution" means the point at which Contractor has responded to an Incident and Contractor has either: (a) conducted and successfully completed a Root Cause Analysis on a problem and appropriately corrected both the results and the cause of the problem; or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to Court or designee. In both cases, the Incident is not resolved until Court or designee is convinced and satisfied that it has been resolved.

4.9   "Implementation and Deployment Project Plan" means the plan that Contractor shall develop with respect to the Implementation/Deployment Services, as defined in Exhibit 3.

4.10   "Knowledge Transfer Plan" means the plan the Contractor shall develop and execute respecting the knowledge required for Contractor to start the implementation process, as defined in Exhibit 3.

4.11   "Measurement Interval" means the period in which a given SLR is measured (e.g., one (1) month, one (1) year, etc.).

4.12   "Measurement Tool" means a tool used to measure processes, equipment, and networks systems.

4.13   "Performance Target" is defined as the desired level of service Court or designee is seeking for that particular Service Level Requirement.

4.14   "Priority Level" is a defined category that identifies the degree of business criticality and importance of specific Incidents and the associated Contractor response requirements attributed to any such Incident. The Priority Level table categories and descriptions set forth in Exhibit 3 apply to all Services.

4.15   "Reporting Period" means the interval of time between providing reports. Unless otherwise specified, all reports are provided on a monthly basis within three (3) Business Days of the close of the calendar month.

4.16   "Resolve" or "Resolution" means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the system and/or End-User(s) to non-degraded full functionality. Implementing a Workaround is a partial or temporary resolution.

4.17   "Root Cause Analysis" is a problem analysis process undertaken to identify and quantify the underlying cause(s) of an Incident and document the necessary corrective actions to be taken to prevent recurring problems and/or trends which could result in problems.

4.18   "Implementation Plan" means the plan for deployment of the Application that the Contractor shall develop and maintain throughout the course of the Implementation/Deployment Services in accordance with Exhibit 3.

4.19   "Workaround" is a temporary solution that Vendor or Court can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected system(s) and/or process(es) to deliver to Court an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by Court.

EXHIBIT 6

STATEMENT OF WORK
(MODEL)

1 Statement of Work
1.1 Scope of Work

1.1.1   Contractor shall deploy a Pretrial Risk Assessment Application (PTRA) as well as all relevant and associated hosting, assessment, licensing, Maintenance, and other Support services that meets the technical and functional requirements set forth in this Agreement and in the time specified in the Participating Addendum and this Statement of Work. The scope includes interfacing with any existing CMS, JMS, or PMS, as well as the JCC statewide data repository, the CA DOJ, and other applicable justice partners. In addition, the PTRA shall integrate and be compatible with the latest version of the PSA, VPRAI, VPRAI-Revised or Ohio Risk Assessment System within six (6) months after Contractor is made aware of the updates and approved by the author, pursuant to the terms and conditions set forth in Section 4.A of Exhibit 3 (General Terms and Conditions). The scope also includes PTRA deployment; deployment services; court network infrastructure assessment; hosting solution services; implementation and deployment services; licensing, Maintenance, and other Support services required to support the court as further described herein. Failure to meet any of the requirements remains Contractor's responsibility and must be remedied at Contractor's expense.

1.1.2   Court is responsible for backups of any software developed as part of the project.

1.1.3   Contractor is responsible for internal quality control of all deliverables at no additional cost to Court. Court may engage its own quality assurance consultant to advise Court, and in such event, Contractor shall cooperate with Court's consultant in providing information about the Project.

1.1.4   The general scope of the services to be provided by Contractor under this Agreement includes the provision of all of the work necessary on the part of Contractor to successfully implement the PTRA.

2 TASKS AND ASSOCIATED DELIVERABLES
2.1 Deliverables
2.1.1   Contractor will work with Court to produce the deliverables listed in this Section. The following table summarizes the tasks and deliverables that Contractor and Court will be required to perform to successfully complete the implementation.

Deliverable		Description and Acceptance Criteria
1. Preliminary Business Analysis Services		
1.1	Discovery Meetings	Participate in meetings with the Court, probation and/or pretrial staff to understand high-level requirements, priorities and existing team and reporting structure within the pretrial environment.
1.2	Preliminary Business Analysis Plan	Develop and present to a Preliminary Business Analysis Plan that clearly highlights the Contractor recommended steps to obtain the required knowledge to start the deployment process. This plan should clearly articulate the key steps that will be performed by the Contractor for obtaining requisite knowledge as well as lay out the time and effort requirements from the court.
1.3	Preliminary Business Analysis Plan Presentation	Document the results of Preliminary Business Analysis and present to Court.
2. Implementation Strategy and Approach Services		
2.1	Implementation Strategy and Approach	Document and present to Court the recommended Implementation Strategy and Approach, including a communication plan that accounts for all constituents (e.g., Courts justice partners, etc.) and a technical environment plan that includes the scope and objectives of non-production and production environments.
2.2	Contractor Staffing Plan	Develop a Contractor Staffing Plan that identifies Contractor staff levels required at various points in the Work and supports the implementation strategy and approach.
2.3	Court and Pretrial Staffing Plan	Recommend a Court and Pretrial Staffing Plan that identifies staff levels required at various points in the Work and that will support the implementation strategy and approach.
2.4	Proposed Toolsets Methodology	Develop and present a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.
2.5	Environments Deployment Approach	Provide recommendations on appropriate deployment of logical environments to support Contractor's recommended deployment strategy (e.g., testing, data conversion, etc.)
3. Implementation/Deployment Project Management Services		
3.1	Implementation/ Deployment Project Plan	Develop, document and maintain the Implementation/Deployment Project Plan throughout the course of the engagement. This plan is based on the approved overall approach, methodology and use of proposed toolsets and processes. Contractor shall update this plan on a periodic basis as defined by Court (e.g., monthly, bi-monthly). This plan shall be developed and maintained in Microsoft Project software or an alternative project management tool approved by Court. This plan shall include all required details such as staffing, timelines, key activities, milestones, deliverables, actual progress against plan, variances, etc. Implementation/Deployment Project Plan will take into consideration Court holidays and furlough days. Provide timelines for off-the-shelf product implementation as well as California specific enhancement release timeline

Deliverable		Description and Acceptance Criteria
3.2	Change Management Plan	Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.
3.3	Deployment Knowledge Base- Approach and Strategy	Develop overall approach and strategy to manage and maintain a Deployment Knowledge Base that will contain deployment documents and Deliverables from deployment, including recommendations on content, structure and tools.
3.4	Deployment Knowledge Base- Manage and Maintain	Manage and maintain the specified Deployment Knowledge Base throughout the PTRA n deployment process, incorporating PTRA documents and Deliverables.
3.5	Written Weekly Project Status Reports	Provide written weekly project status reports to the Court Project Manager including status updates of applicable items in the Project Plan (e.g. the project schedule) in a format agreed to by Court, including escalation of any issues and risks that may impact critical milestones, as well as issue and risk mitigation actions.
4. Infrastructure Assessment and Implementation Services		
4.1	Infrastructure Assessment Plan	Develop and document an Infrastructure Assessment Plan and template for assessing all components of pretrial process technical infrastructure.
4.2	Infrastructure Assessment Plan Presentation	Document and present the findings of the infrastructure assessment, including recommendations on specific areas that need to be upgraded, standardized or secured.
4.3	Network Infrastructure Hardware Assessment	Document and present an assessment of required hardware as well as the network infrastructure required at a minimum to support the rollout.
4.4	Desktop Hardware Requirements Discovery	Provide documented findings of the minimum requirements for desktop hardware along with bandwidth utilization numbers to support sizing of the network to the hosting data center.
5. Operational Process and Procedures Services		
5.1	Application Configurations Assessment	Assess the existing ("as is") operational processes and procedures against the end state ("to be") Application configurations, processes and procedures, and develop recommendations on processes that will meet requirements.
5.2	Approved Procedures Documentation	Document approved procedures in an approved format.
	Business Impact Analysis	Develop and provide a business impact analysis based on the "as is" versus "to be" assessment.
6. Application Configuration Services		
6.1	Application Configuration Strategy	Develop a detailed application configuration strategy that will meet requirements.
6.2	Application Configuration Plan	Develop and document a detailed application configuration plan that links to data exchange configuration.
6.3	Application Configuration Workbook Maintenance	Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).
6.4	Forms, Notices, And Reports Design Documents	Identify Forms, Notices, and Reports requirements and design by working in conjunction with the Court.
6.5	Configuration Testing	Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.
7. Data Conversion Services		
7.1	Data Conversion Strategy and Data Conversion Plan	Assess the existing ("as is") sources of Data (including software, code, functionality, and Data) against the end state ("to be") PTRA, and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source

Deliverable		Description and Acceptance Criteria
		of Data based on the assessment.
7.2	Data Schema/Maps	For each source of Data, develop and document the detailed data schema/maps from current systems to the PTRA.
7.3	Alternative Conversion Elements	For each source of Data, identify and document data elements which cannot be converted through the automated tools and/or other exceptions and develop a plan to achieve data conversion through alternative means (e.g., manual conversion, manual entry).
7.4	Data Conversion Test Plan	Create a comprehensive Data Conversion Test Plan for each source of Data.
7.5	Data Conversion Testing	Conduct data conversion testing using Contractor's validation process, identify errors and exceptions and document and provide a report on the testing results to Court.
8. Data Integration Services		
8.1	Gap Analysis	Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.
8.2	Data Exchange Deployment Plan	Develop and maintain a detailed Data Exchange Deployment Plan consisting of the end-to-end process for exchange deployment (from the "as is" to the "to be" states) including organization of local data exchange deployment team, including Court, Contractor and justice partner resources, as needed.
8.3	Data Integration Pre-Testing Activities Workbook	Develop and maintain a data integration pre-testing activities workbook including connectivity of Contractors/partners, development of Court policy file, and configuration of exchanges.
8.4	Data Exchange Deployment	Conduct data exchange deployment (for both local and statewide exchanges) and integration testing using Contractor's validation process, identify errors and exceptions and document and provide testing and traceability matrix results to Court.
9. Document Management System (DMS) Configuration Services		
9.1	DMS Integration Plan and Approach	Develop a DMS Integration Plan and Approach for integrating existing Document Management Systems (DMS) with PTRA.
9.2	DMS Implementation Plan and Approach	For courts and justice partners that does not have an existing DMS, provide a plan and approach for Gathering DMS requirements; Implementing the DMS infrastructure required (e.g., scanners, intermediate servers); Integrating DMS use into specific application business processes (e.g., workflows); Integrating the DMS infrastructure with the hosted DMS application.
9.3	DMS Integration with Application	Perform integration of (new as well as existing) DMS with PTRA.
10. Testing Services		
10.1	Test Plan	Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, application configuration testing, roles-based access testing and Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.
10.2	User Acceptance Testing	Perform end-to-end testing, network performance testing, data integration testing, application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all application release versions issued prior to Final Acceptance of the services.
10.3	Deployment Services-related Deficiencies Management	Manage, identify, classify, and document any Deployment Services-related deficiencies or errors found as a result of testing, using prescribed tools.

Deliverable		Description and Acceptance Criteria
10.4	Test Management	Document and provide the testing and retesting and traceability matrix results for approval.
11. Cutover and Stabilization Services		
11.1	Cutover and Stabilization Services Plan	Define and document the Cutover and Stabilization Services Plan to be performed by Contractor.
11.2	Deployment Knowledge Base-Update	Update the Deployment Knowledge Base with all deliverables and documents as a part of Cutover and Stabilization Services.
11.3	Final Configuration Workbook Submission	Create and submit a detailed configuration workbook listing the final application configuration details of the PTRA.
11.4	Go Live	Successfully manage the Cutover from existing systems to the PTRA ("go live" support) without affecting the day-to-day functioning and ensuring that the transition process to the PTRA is completed quickly and in the most efficient manner possible, performing and coordinating cutover activities in accordance with the Cutover and Stabilization Services Plan, and as provided, at minimum, in the defined exit criteria.
11.5	Expert On-Site Support	Provide expert on-site support to Court and pretrial personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.
11.6	Expert On-Site Resolution	Provide expert on-site resolution of any issues or problems that may arise in the post-Cutover transition stabilization period and/or manage resolution through approved processes and procedures.
11.7	Help Desk Coordination	Coordinate with pretrial help desk as required, including problem management and Incident management processes.
11.8	Help Desk Training	Train help desk and provide requisite help desk scripts and tools for Deployment Services and daily support and maintenance.
12. Training Services		
12.1	Training Plan	Develop, document and maintain a Training Plan, including training schedule, instructor requirements, facilitator requirements, module/class structure, facilities requirements, alternative facility options, and specific training data issues.
12.2	Application Configuration and Administration Training	Provide Application configuration and administration training to administrators.
12.3	End-User and Help Desk Training	Provide PTRA End-User training and help desk training.
12.4	DMS Operational Training I	Provide ongoing, pre-scheduled PTRA End-User training and help desk training for any subsequent Application releases prior to Final Acceptance of the services.
12.5	DMS Operational Training II	Provide DMS operational training to specified End-Users.
12.6	DMS Operational Training III	Provide specified End-Users with ongoing, pre-scheduled DMS operational training for any subsequent application releases prior to Final Acceptance of the services.
13. Customer Satisfaction Management Services		
13.1	Customer Satisfaction Survey	Develop Customer Satisfaction Survey in accordance with survey requirements.

Deliverable		Description and Acceptance Criteria
13.2	Customer Satisfaction Project Plan	Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.

2.2   Provisions Applicable to All Deliverables

2.2.1   Each Deliverable is subject to the acceptance criteria identified in the table in section 2.1.1 above. When Contractor has determined that the conditions for acceptance of a particular Deliverable have been satisfied, it shall notify Court in writing. Except as otherwise agreed to by the parties in writing, Court shall review the Deliverable to ensure that the acceptance criteria for such Deliverables have been satisfied, following which Court shall, within ten (10) business days:

(i)   Issue to Contractor a signed Acceptance and Sign-Off Form (Exhibit 7);

(ii)   Issue to Contractor a Notice of Deficiency, containing the reasons for rejection, including a reasonably detailed description of the deficiencies that must be remedied and a description of the acceptance criteria that have not been satisfied; or

(iii)   Advise Contractor in writing that Court needs to extend the review period by an additional ten (10) business days in order to complete its review.

2.2.2   Failure by Court to provide a Notice of Deficiency will not be deemed acceptance by Court, provided that in no event will Court unreasonably delay the acceptance of a Deliverable beyond the foregoing time periods.

2.2.3   Following receipt of a Notice of Deficiency:

(i)   Contractor shall remedy the described deficiencies within ten (10) business days or such time period as stated in the Notice of Deficiency or as otherwise agreed to by the parties in writing, at no additional cost to Court.

(ii)   Upon receipt of a notification from Contractor that the deficiencies have been corrected, or upon the submission of additional satisfactory materials, Court shall review such submission to determine whether the acceptance criteria have been satisfied.

(iii)   This process of correcting deficiencies will continue at no additional charge to Court until all deficiencies have been corrected and the acceptance criteria have been satisfied.

2.2.4   Contractor shall not proceed with any activity under this Agreement that is conditioned upon Court acceptance of a deliverable in the absence of such acceptance as contemplated herein, except as expressly authorized by Court in writing. Such authorization to proceed does not constitute acceptance of the deliverable and does not obligate Court to pay for such deliverable.

2.3   Written Deliverables

2.3.1   "Written Deliverables" means any and all documents required to be delivered by Contractor and Court under this Agreement, including but not limited to, project plans, requirements documents, design documents, software Documentation, acceptance criteria, and test plans.

2.3.2   All Written Deliverables are subject to Court's review and must meet the applicable requirements.

2.3.4   Court shall use reasonable efforts to review draft Written Deliverables and return with comments for revision by Contractor within ten (10) business days of submission, or such other time as indicated in the project timeline. Within five (5) business days of receipt, Contractor shall revise the Written Deliverable as requested and resubmit to the Court Project Manager. This process will continue until the Written Deliverable is accepted.

2.3.5   In order to be accepted by Court, each Written Deliverable must: (i) satisfy the scope and requirements for the Written Deliverable, (ii) be presented in a format appropriate for the subject matter and depth of discussion, and (iii) meet the acceptance criteria applicable to the particular Written Deliverable.

2.4   Review and Approval of Non-Document Deliverables

2.4.1   Court approval of the deliverables associated with non-document Deliverables will be based on the outcome of the noted validation and test results. The various tests will be reviewed and evaluated using the following defect ratings. Approval will be based on test results with no defects of critical or high severity or priority ratings, and with a minimal number (quantity to be mutually agreed prior to testing) of medium and low severity ratings. Any defect caused by incomplete, corrupt and or incompatible Data in the data conversion will not be subject to this clause.

2.4.2   Defect Rating: The following Defect Severity and Defect Priority standards shall be followed.

Defect Severity

Severity	Description
Urgent	An Error causing (i) "crashes" of the Licensed Software, (ii) unrecoverable loss or corruption of Data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. "Circumvention" means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as "Urgent").

High	An Error causing (i) recoverable loss or corruption of Data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as "High").
Normal	An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as "Normal").
Low	An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as "Low").

A minor or cosmetic fault with no impact to Data; no work-around is necessary.

Defect Priority

Defect Category	Description	
Service Level	Error Correction Hosted Solution	Error Correction On-Premise Solution
Service Level 1 – Urgent	3 calendar days	6 calendar days
Service Level 2 – High	5 calendar days	10 calendar days
Service Level 3 – Normal	Next scheduled patch deployment	Next scheduled patch deployment
Service Level 4 – Low	Next available software deployment	Next available software deployment

2.4.3   Both Contractor and Court will participate in categorizing and prioritizing each of the defects to determine criticality, priority, and impact, with the final determination resting with the Court.

2.5   *Final Acceptance of the System*

2.5.1   "Final Acceptance" means a determination by Court that PTRA meets all of the acceptance criteria of this Agreement. Final Acceptance must be received prior to Go-Live.

2.6   Payment Schedule

2.6.1   There are no upfront, one-time license fees or implementation progress payments. The initial annual license and maintenance fees and the professional service fees to date are payable upon Final Acceptance and Sign-off.

2.7   Meetings and Reports

2.7.1   Status Meetings: The Contractor Project Lead and any Contractor staff determined to be needed will participate with the Court Project Manager in regular project status meetings. Status meetings may be conducted either in person or remotely.

2.7.2   Status Reports: The Contractor Project Lead will provide to the Court regular Project status reports. The status reports will cover the following topics at a minimum:

- Status of planned key milestones differentiated as follows:
    - On target to complete as scheduled
    - Behind schedule with minimal expected impact on Project Timeline. Current projections indicate an increase of the project duration by 5% or less.
    - Behind schedule and likely to impact project end date. Delay could result in an increase of the project duration by more than 5%.
- Schedule summary
    - Completed since last meeting
    - In progress – on schedule
    - In progress but behind schedule
    - Behind schedule to start
    - Work to be completed next

2.7.3   Risk & Issue Management: The Contractor Project Lead will work with the Court Project Manager to develop project-specific risk and issue logs. These logs will be the outcome of Project Lead's and Manager's activities identifying, analyzing, planning mitigation activities, tracking, controlling, and communicating risks and issues.

2.7.4   Defect Tracking: Problems and defects associated with the PTRA shall be tracked by Contractor's Project Lead. Contractor's Project Lead will work with the Court Project Manager to analyze, categorize (by severity), and prioritize defects and ensure that (a) any problems identified are analyzed to determine the cause of the problem, and (b) schedule estimates for the correction of the identified defects. The Contractor Project Lead will provide a weekly update of the status and scheduled resolution of identified defects.

EXHIBIT 7
ACCEPTANCE AND SIGN-OFF FORM

Acceptance and Sign-Off Form
Description of Work provided by Contractor:

_____

_____

Date submitted:_____

Work is:
1) Submitted on time: [ ] yes [ ] no. If no, please note length of delay and reasons.

_____

_____

_____

2) Complete: [ ] yes [ ] no. If no, please identify incomplete aspects of the Work.

_____

_____

_____

3) Technically accurate: [ ] yes [ ] no. If no, please note corrections required.

_____

_____

_____

Please note level of satisfaction:
[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

_____

_____

[ ] Work is accepted.

[ ] Work is unacceptable as noted above.

Name:_____

Title:_____

Date:_____

END OF EXHIBIT 7

EXHIBIT 8

FEES, PRICING AND PAYMENT TERMS

The prices and dollar amounts indicated in Exhibit 8 shall be adjusted for inflation during the term of this Agreement at an annual rate of 2%. The inflation adjustments will be effective on November 1 of each year beginning in 2021.

1. Fees.

A. Licensed Software, Subject to Section 3 of Exhibit 3, fees; third-party software fees.

Licensing Fees   Contractor Name: Northpointe, Inc. d/b/a equivant

Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Court/CJP	$1,211.00	Software list price with 15% base discount applied per user is shown for Pretrial and Case Manager solutions.
Non-Production Environment		
Court/CJP	$0.00	Multiple non-production environments may be needed per Court/CJP.
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
ShowCase iDMS - User License	$252.00	Optional - Document Management Server per use of Licensed Software. List price plus discount has been applied.
Court/CJP		
Total	***$1,463.00***	

**Attach additional notes (if needed) to provide full explanation.

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Assumptions/Additional Comments

1. Standard PTRA systems installed to date have not required the iDMS for advanced document management capabilities as part of the solution. The iDMS software (both server and per use fees apply) has been included in the "Third-Party Software" grid above.

2. Price breaks will be applied as multiple Court (which may include use by any law enforcement, immigration, judicial or other government entity, including, but not limited to, a county probation department, collectively referred to as "CJP") engage in purchasing. Enterprise Level Pricing will be applied starting at the 400 user threshold. The Court and Contractor will mutually determine what user means for identified user counts in this Exhibit 8. In most cases, "user," as used in this Exhibit 8, will often be the number of Court employees using the Licensed Software.

3. On a case by case basis, Courts may negotiate more favorable pricing than is what is set forth in this Exhibit 8.

4. Contractor's software and services categories as included in this pricing response are considered nontaxable categories. No taxes have been included in the pricing provided.

5.. Total number of bundles (5 use licenses per bundle) is applied in digital license for all non-production and production environments. Courts/CJPs will not be charged double to cover a non-production versus a production environment. For example, for a 100 user Court, software fees based on 100 users will be applied, not 200 users.

6. Licensed Software fees included are recurring, based on subscription bundling.

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Software Application	Fee Per User	Explanation/Notes Note Taxable Items when Applicable
Enterprise Court/CJP Pricing		
** Price Breaks at Branchwide Large-volume purchases.	$ 997.00	30% discount applied at the 400 user threshold.
Subtotal	$ 997.00	
Third-Party Software bundled in (List Individually)		
ShowCase iDMS - User License	$202.00	Optional; full discount applied at the 400 user threshold.
Subtotal	$ 202.00	
Total	**$ 1,199.00**	

B. Maintenance and Support Services fees.
Maintenance and Support Services have been included in the Software License Fees.

Contractor Name: Northpointe, Inc. d/b/a equivant

Annual Maintenance and Support

Detailed Costs for Maintenance and Support Services. Contractor's costs must include software upgrades due to changes in the law. Court/CJPs will not pay an additional amount for software upgrades that are required due to changes in the law. Contractor must be willing to provide non-scope upgrades or modifications to the PTRA that are paid for by a single Court/CJP to be available for use to all other Court/CJPs at no additional cost.

Maintenance and support details	Proposed Cost	Explanation/Notes (if necessary)**
Small Court/CJP		
Year 1	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	$ -	
Discount		
Total License Fee	$ -	
Medium Court/CJP		
Year 1	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.

Subtotal	$ -	
Discount		
Total License Fee	$ -	
Large Court/CJP		
Year 1	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	$ -	
Discount		
Total License Fees	$ -	
Enterprise Licensing		
Year 1	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 2	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 3	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 4	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Year 5	$ -	Maintenance and Support Services have been included in the Software License Fees. Additional maintenance costs are not applicable.
Subtotal	$ -	
Discount		
Total License Fee	$ -	

Contractor Name: Northpointe, Inc. d/b/a equivant

Other or Additional Costs (based on an individual Court/CJP deployment)

Other or additional Costs

Description	SMALL			MEDIUM			LARGE			ENTERPRISE		
	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost	Unit Cost	No. of Units	Total Cost
Document Scanning Services	$175	0	$0	$175	0	$0	$175	0	$0	$175	0	$0
DMS Integration	$175	150	$26,250	$175	250	$43,750	$175	250	$43,750	$175	400	$70,000
Integration Services (integration using existing Services API)	$175	100	$17,500	$175	250	$43,750	$175	400	$70,000	$175	950	$166,250
Additional Data Exchanges/Interfaces (custom)	$175	150	$26,250	$175	400	$70,000	$175	800	$140,000	$175	1400	$245,000
Topaz Signature Pads	$199	125	$24,875	$199	325	$64,675	$199	750	$149,250	$199	750	$149,250
iDMS Server License	$2,100	1	$2,100	$2,100	1	$2,100	$2,100	1	$2,100	$2,100	1	$2,100
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
			$0			$0			$0			$0
Total			$96,975			$224,275			$405,100			$632,600

Assumptions/Additional Comments

Integration services and additional data exchanges have been populated above based on several assumptions regarding Court/CJP size.

Document Scanning Services are not provided by Contractor; Third Party providers would be required to complete this work effort. As such, no pricing is provided.

Topaz Signature Pads are optional depending on individual Court/CJP needs per implementation. Signature pads are not sold by Contractor directly; Third Party direct purchasing needed.

These costs would be incurred during the Implementation project and are categorized as one-time fees. This assumes no on-going services work related to integrations or data exchanges are requested by individual Courts/CJPs. As requirements vary Court by Court and over time, on-going fees may occur.

C. Service and Contractor Personnel rates table.

[Contractor to insert its proposed rate table for services and personnel re: implementation, configuration, software customization development, programming, training, etc.]

Professional Services   **SMALL**   Contractor Name: Northpointe, Inc. d/b/a equivant

Estimated Professional Services by Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Activity (Prof Services)	Project Management				Contractor's Business SMEs				Contractor's Technical Resources				All Other Implementation Services*			
Phase	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	14	$ 175.00	$ 2,450	1	48	$ 175.00	$ 8,400	1	4	$ 175.00	$ 700			$ 175.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	2	$ 175.00	$ 350			$ 175.00	$ -	1	10	$ 175.00	$ 1,750			$ 175.00	$ -
Project Plan build	1	16	$ 175.00	$ 2,800			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -
Phase I Total	**3**	**32**		**$ 5,600**	**1**	**48**		**$ 8,400**	**2**	**14**		**$ 2,450**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	14	$ 175.00	$ 2,450	1	40	$ 175.00	$ 7,000			$ 175.00	$ -			$ 175.00	$ -
Unit Testing	1	11	$ 175.00	$ 1,925	1	32	$ 175.00	$ 5,600			$ 175.00	$ -			$ 175.00	$ -
Integration testing	1	14	$ 175.00	$ 1,225			$ 175.00	$ -	1	40	$ 175.00	$ 7,000			$ 175.00	$ -
Phase II Total	**3**	**39**		**$ 5,600**	**2**	**72**		**$ 12,600**	**1**	**40**		**$ 7,000**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	52	$ 175.00	$ 9,100			$ 175.00	$ -	1	150	$ 175.00	$ 26,250			$ 175.00	$ -
End to End Testing	1	16	$ 175.00	$ 2,800			$ 175.00	$ -	1	24	$ 175.00	$ 4,200			$ 175.00	$ -
Training (User and Admin)	1	20	$ 175.00	$ 3,500	1	58	$ 175.00	$ 10,150			$ 175.00	$ -			$ 175.00	$ -
User Acceptance Testing	1	11	$ 175.00	$ 1,925	1	32	$ 175.00	$ 5,600			$ 175.00	$ -			$ 175.00	$ -
Go-Live support	1	11	$ 175.00	$ 1,925	1	32	$ 175.00	$ 5,600	1	6	$ 175.00	$ 1,050			$ 175.00	$ -
Post go-live support	1	11	$ 175.00	$ 1,925	1	32	$ 175.00	$ 5,600			$ 175.00	$ -			$ 175.00	$ -
Other			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -
(add additional cells if needed)				$ -				$ -			$ 175.00	$ -				$ -
Phase III Total	**6**	**121**		**$ 21,175**	**4**	**154**		**$ 26,950**	**3**	**180**		**$ 31,500**	**0**	**0**		**$ -**
Grand Total	**12**	**192**		**$ 32,375**	**7**	**274**		**$ 47,950**	**6**	**234**		**$ 40,950**	**0**	**0**		**$ -**

2. Assumed Court/CJP Hourly Participation (Estimated "Hours" only)

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	27			2	70			1	6						
Infrastructure design / HW & SW Inventory list and build instructions	1	11							1	32						
Project plan build/accept	1	24														
Phase I Total	**3**	**62**			**2**	**70**			**2**	**38**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration	1	56			3	160										
Local configuration	1	23			2	50			1	16						
Unit Testing	1	70			3	160			1	40						
Integration testing	1	32			2	50			1	40						
Phase II Total	**4**	**181**			**10**	**420**			**3**	**96**			**0**	**0**		
Phase III -Deployment																
Data Migration	1	58			1	40			2	125						
End to End Testing	1	31			2	48			1	40						
Training (User and Admin)	1	37			3	90			1	16			20	48		
User Acceptance Testing	1	36			2	64			1	40			5	40		
Go-Live support	1	11			1	16			1	16						
Post Go-Live support	1	11			1	24			1	16						
Other																
Phase III Total	**6**	**184**			**10**	**282**			**7**	**253**			**25**	**88**		
Grand Total	**13**	**427**			**22**	**772**			**12**	**387**			**25**	**88**		

Assumptions/Additional Comments

Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

Training assumes a Train the Trainer model; UAT to be performed by selected users prior to Go-Live. Final Professional Service hours and scope to be determined based on Court/CJP requirements and model chosen (i.e., data migration needs, SaaS vs. on-premise, etc). Reduction in scope will decrease Professional Service fees.

Professional Services   **MEDIUM**   Contractor Name: Northpointe, Inc. d/b/a equivant

Estimated Professional Services by Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Activity (Prof Services) / Phase	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	22	$ 175.00	$ 3,850	1	60	$ 175.00	$ 10,500	1	4	$ 175.00	$ 700			$ 175.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	13	$ 175.00	$ 2,275			$ 175.00	$ -	1	25	$ 175.00	$ 4,375			$ 175.00	$ -
Project Plan build	1	25	$ 175.00	$ 4,375			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -
Phase I Total	3	60		$ 10,500	1	60		$ 10,500	2	29		$ 5,075	0	0		$ -
Phase II - Configuration and business case testing																
Local configuration	1	18	$ 175.00	$ 3,150	1	50	$ 175.00	$ 8,750			$ 175.00	$ -			$ 175.00	$ -
Unit Testing	1	14	$ 175.00	$ 2,450	1	40	$ 175.00	$ 7,000			$ 175.00	$ -			$ 175.00	$ -
Integration testing	1	12	$ 175.00	$ 1,050	1	24	$ 175.00	$ 4,200	1	15	$ 175.00	$ 2,625			$ 175.00	$ -
Phase II Total	3	44		$ 6,650	3	114		$ 19,950	1	15		$ 2,625	0	0		$ -
Phase III - Deployment																
Data Migration	1	80	$ 175.00	$ 14,000			$ 175.00	$ -	2	200	$ 175.00	$ 70,000			$ 175.00	$ -
End to End Testing	1	11	$ 175.00	$ 1,925	1	24	$ 175.00	$ 4,200	1	8	$ 175.00	$ 1,400			$ 175.00	$ -
Training (User and Admin)	1	40	$ 175.00	$ 7,000	1	116	$ 175.00	$ 20,300			$ 175.00	$ -			$ 175.00	$ -
User Acceptance Testing	1	29	$ 175.00	$ 5,075	1	60	$ 175.00	$ 10,500	1	24	$ 175.00	$ 4,200			$ 175.00	$ -
Go-Live support	1	20	$ 175.00	$ 3,500	1	40	$ 175.00	$ 7,000	1	16	$ 175.00	$ 2,800			$ 175.00	$ -
Post go-live support	1	14	$ 175.00	$ 2,450	1	40	$ 175.00	$ 7,000			$ 175.00	$ -			$ 175.00	$ -
Other			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -
(add additional cells if needed)			$ -				$ -				$ 175.00	$ -			$ 175.00	$ -
Phase III Total	6	194		$ 33,950	5	280		$ 49,000	5	248		$ 78,400	0	0		$ -
Grand Total	12	298		$ 51,100	9	454		$ 79,450	8	292		$ 86,100	0	0		$ -

2. Assumed Court/CJP Hourly Participation (Please input the estimated "Hours" only)

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	48			2	120			1	16						
Infrastructure design / HW & SW Inventory list and build instructions	1	14							1	40						
Project Plan build/accept	1	46														
Phase I Total	**3**	**108**			**2**	**120**			**2**	**56**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration	1	77			3	220										
Local configuration	1	29			2	50			1	32						
Unit Testing	1	77			3	160			1	60						
Integration testing	1	39			2	50			1	60						
Phase II Total	**4**	**222**			**10**	**480**			**3**	**152**			**0**	**0**		
Phase III -Deployment																
Data Migration	1	98			1	80			2	200						
End to End Testing	1	34			2	48			1	48						
Training (User and Admin)	1	53			3	120			1	32						
User Acceptance Testing	1	36			2	64			1	40						
Go-Live support	1	25			1	40			1	32						
Post go-live support	1	22			1	48			1	16						
Other																
Phase III Total	**6**	**268**			**10**	**400**			**7**	**368**			**0**	**0**		
Grand Total	**13**	**598**			**22**	**1,000**			**12**	**576**			**0**	**0**		

Assumptions/Additional Comments

Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

Training assumes a Train the Trainer model; UAT to be performed by selected users prior to Go-Live. Final Professional Service hours and scope to be determined based on Court/CJP requirements and model chosen (i.e., data migration needs, SaaS vs. on-premise, etc.). Reduction in scope will decrease Professional Service fees.

Professional Services   **LARGE**   Contractor Name: Northpointe, Inc. d/b/a equivant

Estimated Professional Services by Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Activity (Prof Services)	Project Management				Contractor Business SMEs				Contractor Technical Resources				All Other Implementation Services*			
Phase	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	22	$ 175.00	$ 3,850	1	75	$ 175.00	$ 13,125	1	8	$ 175.00	$ 1,400			$ 175.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	14	$ 175.00	$ 2,450			$ 175.00	$ -	2	40	$ 175.00	$ 14,000			$ 175.00	$ -
Project Plan build	1	50	$ 175.00	$ 8,750	1	8	$ 175.00	$ 1,400	1	4	$ 175.00	$ 700			$ 175.00	$ -
Phase I Total	**3**	**86**		**$ 15,050**	**2**	**83**		**$ 14,525**	**4**	**52**		**$ 16,100**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	23	$ 175.00	$ 4,025	1	65	$ 175.00	$ 11,375			$ 175.00	$ -			$ 175.00	$ -
Unit Testing	1	21	$ 175.00	$ 3,675	1	60	$ 175.00	$ 10,500			$ 175.00	$ -			$ 175.00	$ -
Integration testing	1	26	$ 175.00	$ 4,550	1	40	$ 175.00	$ 7,000	1	35	$ 175.00	$ 6,125			$ 175.00	$ -
Phase II Total	**3**	**70**		**$ 12,250**	**3**	**165**		**$ 28,875**	**1**	**35**		**$ 6,125**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	82	$ 175.00	$ 14,350			$ 175.00	$ -	2	235	$ 175.00	$ 82,250			$ 175.00	$ -
End to End Testing	1	28	$ 175.00	$ 4,900	1	40	$ 175.00	$ 7,000	1	40	$ 175.00	$ 7,000			$ 175.00	$ -
Training (User and Admin)	1	40	$ 175.00	$ 7,000	1	116	$ 175.00	$ 20,300			$ 175.00	$ -			$ 175.00	$ -
User Acceptance Testing	1	42	$ 175.00	$ 7,350	1	80	$ 175.00	$ 14,000	1	40	$ 175.00	$ 7,000			$ 175.00	$ -
Go-Live support	1	34	$ 175.00	$ 5,950	1	80	$ 175.00	$ 14,000	1	16	$ 175.00	$ 2,800			$ 175.00	$ -
Post go-live support	1	50	$ 175.00	$ 8,750	1	100	$ 175.00	$ 17,500	1	40	$ 175.00	$ 7,000			$ 175.00	$ -
Other			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -
(add additional cells if needed)			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -			$ 175.00	$ -
Phase III Total	**6**	**276**		**$ 48,300**	**5**	**416**		**$ 72,800**	**6**	**371**		**$ 106,050**	**0**	**0**		**$ -**
Grand Total	**12**	**432**		**$ 75,600**	**10**	**664**		**$ 116,200**	**11**	**458**		**$ 128,275**	**0**	**0**		**$ -**

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2. Assumed Court/CJP Hourly Participation (Estimated "Hours" only)

Activity (Court/CJP Staffing estimates)	Court/CJP Project Management				Court/CJP Business SMEs				Court/CJP Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	60			2	140			1	32						
Infrastructure design / HW & SW Inventory list and build instructions	1	17							1	48						
Project Plan build/accept	1	100			1	40			1	24						
Phase I Total	**3**	**177**			**3**	**180**			**3**	**104**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration	1	77			3	220										
Local configuration	1	18			2	50			1	32						
Unit Testing	1	77			3	160			1	60						
Integration testing	1	58			2	75			1	90						
Phase II Total	**4**	**230**			**10**	**505**			**3**	**182**			**0**	**0**		
Phase III -Deployment																
Data Migration	1	124			1	80			2	275						
End to End Testing	1	34			2	48			1	48						
Training (User and Admin)	1	53			3	120			1	32						
User Acceptance Testing	1	36			2	80			1	40						
Go-Live support	1	25			1	80			1	32						
Post go-live support	1	22			1	48			1	16						
Other																
(add additional cells if needed)																
Phase III Total	**6**	**294**			**10**	**456**			**7**	**443**			**0**	**0**		
Grand Total	**13**	**701**			**23**	**1,141**			**13**	**729**			**0**	**0**		

Assumptions/Additional Comments

Hourly Pricing for Individual Court/CJPs should be the same regardless of Court/CJP size or number of users.

Training assumes a Train the Trainer model; UAT to be performed by selected users prior to Go-Live. Final Professional Service hours and scope to be determined based on Court/CJP requirements and model chosen (i.e., data migration needs, SaaS vs. on-premise, etc.). Reduction in scope will decrease Professional Service fees.

	Qty	Unit Price	Total
ANNUAL SUBSCRIPTION & HOSTEDING SERVICES FEES			
- Northpointe Suite Pretrial (1 bundle of 5 use licenses)	3	$2,125	$6,375
- Northpointe Suite Case Manger (1 bundle of 5 use licenses)	3	$5,000	$15,000
-			
- Northpointe Case Manager API	1	$2,500	$2,500
- Northpointe Assessment API	1	$2,500	$2,500
Hosting - Amazon GovCloud Platform	1		$5,400
Discount Northpointe Suite Case Manager- 25%			-$3,750
Subtotal, Annual Software Subscription and Hosting Fee			**$28,025**
PROFESSIONAL SERVICES - FIXED FEE			
- Implementation Package			$95,025
Travel Fees [Estimated - Pass Through to Customer]			$7,650
-			
-			
Subtotal, Professional Services			**$102,675**
GRAND TOTAL			**$130,700**

Prices do not include any applicable taxes.

D. Data storage and backup fees for Hosting Services, if applicable.

Contractor Name: Northpointe, Inc. d/b/a equivant

Licensing and Hardware Fees for /Contractor Hosted Services Solution

Detailed Licensing Fees by Software Module or Component

Software Module or Component	Fee Per User/Employee		Explanation/Notes (if necessary)**
Production Environment			
Court/CJP	$	125.00	
Testing and Development Environment			Hosted Services fees are invoiced at the launch of the implementation project to provide a necessary platform for the staging area until Go Live. At Go Live, the staging environment is replicated to build Production; UAT and Development environments needed post Go Live do not incur any additional fees.
Court/CJP	$	-	
Subtotal	$	125.00	
Third-Party Software (List Individually) **(Defined as ancillary software that works in conjunction with primary software)**			
			N/A
			N/A
Subtotal	$	-	
			N/A
Scanner & Proposal Pertinent Peripherals (List Individually)			
			N/A
			N/A
Subtotal	$	-	

Subtotal	$ 125.00	
Bulk Pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	$ 125.00	

Annual Software Maintenance Fees		
Production & Non Production Environments		
Court/CJP		
Total	$ -	
Third-Party Software (Annual Maintenance) **(Defined as ancillary software that works in conjunction with primary software)**		
Total	$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	$ -	
Subtotal	$ -	
Less Discount		
Total Annual Software Maintenance	$ -	

Assumptions/Additional Comments

Hosting Services costs included in this tab are reflective of SaaS offering; application and database hosting services provided by Amazon Web Services GovCloud platform offering.

No stand-alone hardware or software fees are applicable.

On-premise hosting options are available for Courts/CJPs if required. Hosted Services costs shown above would not apply in this instance.

2. Payment Terms.

A. Invoice Procedures. After the JBE has accepted services and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted services and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

Submitted invoices are to be in accordance with Exhibit 7 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for (i) services or Work; or (ii) Software License fees prior to live, productive use of the Licensed Software ("Go-live").

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the services performed and the Work delivered, including the number of hours worked and the applicable hourly rate (as set forth in the Service and contractor Personnel Rates Table). If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information:

    a) purchase order or agreement number;
    b) service request date, if applicable;
    c) detailed description of service(s), including the following information:
        i. location where service(s) were performed;
        ii. description of service(s) performed;
    d) hours billed;
    e) hourly billing rate;
    f) approved reimbursable expenses;
    g) list of materials used, with pricing;
    h) date of service completion;
    i) name and address of contractor;
    j) Contractor's federal taxpayer identification number.

Contractor will include all back up documentation and receipts for material costs, associated with each invoice.

E. Required Certification. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

F. Retention Amount. During the implementation phase of this project, at least ten (10) percent of each invoice shall be withheld by the JBE and the aggregate amount withheld shall be paid to Contractor upon delivery and acceptance by JBE of the final implementation deliverable required by this Agreement and applicable Statement of Work.

END OF EXHIBIT 8

EXHIBIT 9

CONTRACTOR EXPENSE AND TRAVEL REIMBURSEMENT GUIDELINES

All travel-related expenses must be approved in advance by the JBE. The JBE policy and limits on reimbursable travel-related expenses are listed below.

Lodging – Receipts are required, and each day of lodging claimed must be listed separately. Maximum rates are listed below.

1

1. In-state - Actual costs are reimbursable up to a maximum per day rate of $250 for San Francisco county; $140 for Alameda, San Mateo, and Santa Clara counties; $120 for Los Angeles, Orange and Ventura counties; and $110 for all other counties, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to $8.
2. Lunch – Up to $12.
3. Dinner – Up to $20.

For continuous travel of less than 24 hours, actual expenses up to the above limits may are reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
3. Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to $6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of $3.50 or more.

2. Mileage – Personal vehicle mileage is reimbursable at the current federal mileage reimbursement rate established by the IRS that corresponds to the date(s) of travel.

Other Business Expenses – Actual cost is reimbursable. Receipts or documentation are required for all other business expenses, regardless of the amount claimed.

END OF EXHIBIT 9

EXHIBIT 10

MAINTENANCE AND SUPPORT

I. ERRORS AND CORRECTION

1. Classification of Errors. "Error" shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

> *Service Level 1:* An Error causing (i) "crashes" of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. "Circumvention" means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as "Urgent").

> *Service Level 2:* An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as "High").

> *Service Level 3:* An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as "Normal").

> *Service Level 4:* An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as "Low").

2. Error Correction. Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

> a) Contractor shall provide the JBE with the contact information for Customer Care who can be contacted by the JBE at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Errors.

> b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within one (1) clock hour for Service Level 1 Errors, and within eight (8) business hours for Service Level 2, and within two (2) business days for Level 3 or 4 and Contractor and the JBE shall promptly agree in good faith what additional

information and/or Error documentation will be required to permit Contractor to resolve such Errors.

c) Contractor shall resolve Service Levels as defined in the grid below:

Service Level	Error Correction Hosted Solution	Error Correction On-Premise Solution
Service Level 1 – Urgent	3 calendar days	6 calendar days
Service Level 2 – High	5 calendar days	10 calendar days
Service Level 3 – Normal	Next scheduled patch deployment	Next scheduled patch deployment
Service Level 4 – Low	Next available software deployment	Next available software deployment

3. Escalation Procedure. In the event Contractor has responded to the JBE's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Exhibit 10, Contractor shall initiate the following escalation procedure:

Escalation Stage 1: Contractor's technicians attempting to correct the situation shall notify the Contractor's Development Team Lead. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one senior-level technician or engineer. For a Service Level 1 situation, the Contractor's Engineering Manager shall notify the JBE at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty-four (24) hours, whichever occurs first.

Escalation Stage 2: After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's R&D Manager shall be notified and shall assign additional and more experienced or senior technical staff or engineers. For Service Level 1 situations, Contractor's R&D Manager shall contact the JBE at two (2) hour intervals until the situation is resolved.

Escalation Stage 3: If a total of seventy-two (72) hours for hosted solutions or one hundred forty-four hours (144) for on-premise solutions has elapsed since the initial call of the JBE to Contractor for a Service Level 1 situation and the situation is still unresolved to JBE's satisfaction, the Contractor's General Manager shall be notified and shall assign all resources necessary until the issue is resolved. For Service Level 1 situations, Contractor's General Manager shall contact the JBE at one (1) hour intervals until the situation is resolved. In addition, in a Level 1 situation and the situation is still unresolved, at the sole discretion of the JBE, Contractor shall immediately send, at the JBE's sole expense, Contractor's most technically qualified representative to the JBE's site and said representative will continue to address and work to remedy the failure,

malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE.

II.   SERVICE LEVELS

Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum (collectively, the "Hosted Services") shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime). In an event of a system failure or catastrophic disaster, the hosted services shall minimize JBE data loss up to a maximum of 5 minutes prior to the system becoming unavailable.

In addition to its other remedies, in the event that the Hosted Services fail to meet an availability of 99.9% in any calendar month, the JBE will be entitled to a service credit equal to five percent of the monthly Hosted Services fee for each 30 minutes of unavailability below 99.9% in that month. All daily service credits accrued during a month will be aggregated to produce a total credit due for that month. Contractor will provide a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate the applicable Participating Addendum for material breach.

The hosted solution will comply with applicable Judicial Council security policies (ref. National Institute of Standards and Technology (NIST) Special Publication 800-53)

Contractor shall provide service levels for the Hosted Services in accordance with best industry standards, but in no event less than the standards set forth in this Agreement.

END OF EXHIBIT 10

EXHIBIT 11

TRAINING

Contractor will work with a Participating Entity to develop a training plan. All training will be performed using the Participating Entity's UAT environment and test data will be incorporated for teaching purposes. Licensed Software user training will be provided for the corresponding Northpointe Suite modules. Training services will not be provided by Contractor until the Participating Entity's analysis and Licensed Software configuration activities are complete per the Statement of Work.

The *Licensed Software Training* session will:

- Provide trainees with the basic navigation skills in the Licensed Software, based on the workflow and configuration that has been defined.
- Provide guidance for how to administer the identified pretrial assessment and identified alternative screening tools.
- Guide interpretation of the pretrial assessment outputs (as applicable).
- Extensive hands-on exercises to ensure participants are confident with the functionality within the Licensed Software and the navigational skills necessary to execute proper data entry, following the established local policy and procedures.

The Licensed Software *Train-the-Trainer training* session is intended to train Participating Entity personnel to train other users as needed. This session teaches advanced software users how to teach other users in the following areas:

- Tech best practices including the skills required for the Licensed Software usage.
- In-depth sessions on Participating Entity configuration decisions and navigation of the Licensed Software, with learning exercises focused on current and historical case Data dissemination.
- Each participant will engage in teach back exercises throughout the sessions to ensure participants have mastered navigational skills within the Licensed Software and can articulate how the License Software supports workflow and best practices locally.

Upon completion of the Train-the-Trainer session, Contractor will compile participant results, including teach back evaluations, and confirm trainer capabilities per participant.

Contractor training materials assume all users are familiar with a Windows environment – the Contractor training will not include any Windows or remedial computer training. The user training will be conducted in a computer lab setting that is provided by the Participating Entity with each participant and the trainer having a computer terminal with internet access that can access the Licensed Software UAT site.

In addition, one System Administrator training session will be delivered to ensure the Participating Entity's system administrator can manage the daily needs of the system, including user and security support.

END OF EXHIBIT 11

EXHIBIT 12

TRANSITION SERVICES

1. Termination Procedures. Upon any termination of this Agreement, Contractor shall (i) provide all information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable case management system software program (the "Substitute Product") if requested by the JBE, and (ii) provide all assistance necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee. Such continuing services and assistance shall be provided to the JBE for a period up to thirty-six (36) months after the effective date of the termination (the "Transition Period"), and may include, upon the JBE's request, the following services: (i) assign as specifically requested by the JBE all of the rights, title, and interest of Contractor in all orders and subcontracts relating to Contractor's obligations under this Agreement excluding any intellectual property of Contractor; (ii) take such action as may be necessary or as directed by the JBE to preserve and protect the work previously performed by Contractor, and any property related to this Agreement in the possession of Contractor in which the JBE has an interest; (iii) continue performance of any work as reasonably directed by the JBE in writing, and (iv) take any other steps reasonably required by this Contract. Transition Services are provided at the same hourly rate as Implementation Services, See Exhibit 8.

2. Software Support. Contractor understands and agrees that, during the Transition Period, the JBE will be entitled to receive continuing Maintenance and Support Services from Contractor for the Licensed Software, in accordance with the provisions of Exhibit 10 (Maintenance and Support).

3. Transition Fees. Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at Contractor's hourly rates as set forth in Contractor's then-standard rates and charges table. Except as provided in this Exhibit 12, no termination fees of any kind, including but not limited to unrecovered costs or other transition fees shall be payable by the JBE upon or subsequent to the termination of this Agreement.

4. Transition Personnel Requirements. Contractor will make Contractor personnel available on a commercially reasonable basis to assist in the transition from the Licensed Software supported by Contractor's Maintenance and Support Services, to the Substitute Product, supported by the JBE or the JBE's designee.

END OF EXHIBIT 12

EXHIBIT 13

PARTICIPATING ADDENDUM

(1)   This Participating Addendum is made and entered into as of [month/day/year] ("Participating Addendum Effective Date") by and between the _____ *[add full name of the JBE]* ("JBE") and **Northpointe Inc. d/b/a equivant (**"Contractor") pursuant to the Master Agreement #MA-202002 ("Master Agreement") dated July 1, 2020 between the **Judicial Council of California** ("Establishing JBE") and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.

(2)   This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document.

(3)   Under this Participating Addendum, the JBE may, at its option, order Contractor's Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE's Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such ordering documents.

(4)   The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE's use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

(5)   Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

(6) The term of this Participating Addendum shall be from the Effective Date until: [_____ *month/day/year* – *may not exceed the Expiration Date of the Master Agreement*].

(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.

(8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
[name, title, address] With a copy to:	[name, title, address] With a copy to:

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

Invoices shall be sent to the following address and recipient:

_____

(9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]   *[CONTRACTOR]*

By: _____   By: _____

Name: Name:

Title: Title:

EXHIBIT 14

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);

2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**

3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

Company Name (Printed)	Federal ID Number
Northpointe Inc. d/b/a equivant	99-0365507
By (Authorized Signature)	
Becky Kelderhouse (signature)	
Printed Name and Title of Person Signing	
Becky Kelderhouse, General Manager	
Date Executed	Executed in the County of Stark in the State of Ohio
March 9, 2020	

EXHIBIT 15

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid.

To submit a bid to the Judicial Council, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

■   1.   We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

<div align="center">OR</div>

☐   2.   We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the Judicial Council to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Judicial Council is included with our bid.*

<div align="center">OR</div>

☐   3.   We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name (Printed)	Federal ID Number
Northpointe Inc. d/b/a equivant	99-0365507
By (Authorized Signature) *Becky K...*	
Printed Name and Title of Person Signing Becky Kelderhouse, General Manager	
Date Executed March 9, 2020	Executed in the County of Stark in the State of Ohio

EXHIBIT 16

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

■   1.   We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐   2.   We have received written permission from the JBE to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Company Name (Printed)	Federal ID Number
Northpointe Inc. d/b/a equivant	99-0365507
By (Authorized Signature) *[signature]*	
Printed Name and Title of Person Signing	
Becky Kelderhouse, General Manager	
Date Executed	Executed in the County of Stark in the State of Ohio
March 9, 2020	