CLARK COUNTY
STAFF REPORT

DEPARTMENT: Application Services and Clark County Sheriff's Office

DATE: March 9, 2015

REQUESTED ACTION:
Approve the Contract for Procurement, Licensing, and Maintenance of a Jail Management System with Executive Information Services.

BACKGROUND
Application Services (AS) and the Clark County Sheriff's Office (CCSO) are engaged in a multi-year project to replace the existing legacy Custody Management System with a new vendor-supported Jail Management System (JMS). On May 7, 2011, the BOCC authorized a project budget of $2,550,000 in the Technology Reserve Fund, allowing the scoping and a competitive selection processes to move ahead.

AS and CCSO, with help from Purchasing, conducted RFP process #669 to obtain vendor proposals and to evaluate the proposals against a set of detailed requirements. The top three vendors conducted on-site demos, and the JMS Team conducted multi-day site visits to evaluate the top two vendors' systems in real-world jail production environments. Out of the eight proposals received, Executive Information Services (EIS) was selected as the preferred vendor. The parties proceeded into the project scoping phase and contract negotiation, completing those efforts in late February.

ADMINISTRATIVE POLICY IMPLICATIONS
There are no anticipated local policy changes.

COUNCIL POLICY IMPLICATIONS
There are no anticipated policy implications for the Board of County Councilors.

PREVIOUS REVIEWS AND ACTIONS
BOCC Budget Work Session - August 10, 2010
Funding authorized in 2011 Omnibus – May 7, 2011 (Item #37)
County Manager/Councilor Briefings – March 2, 2015

COMMUNITY OUTREACH
None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

SUBMITTED BY: Darin Rouhier
DATE: March 9, 2015

DISTRIBUTION OF COUNCIL STAFF REPORTS:
Distribution of staff reports is made via the Grid. http://www.clark.wa.gov/thegrid/
Copies are available by close of business on the Thursday after council deliberations.

DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

APPLICATION SERVICES AND SHERIFF'S OFFICE APPROVALS:

Staff: Darin Rouhier
CCSO Finance Manager
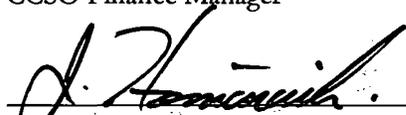
Jim Hominiuk
Application Services Director

Mike Cooke
Clark County Undersheriff

Attachments:
a.   Exhibit B: Contractor's Response to County RFP #669
b.   Amendments/Change Orders to this Contract
c.   Master Contract
d.   Change Orders
e.   Exhibit A: Contractor's Price
f.   Exhibit C: Statement of Work
g.   Exhibit D: EIS Software License Agreement
h.   Exhibit E: EIS Annual Product Support Agreement
i.   Exhibit F: County RFP # 669 (including any addenda issued)
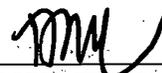
APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: March 24, 2015

SR# SR 056-15

COUNTY MANAGER ACTION\RECOMMENDATION

By: **Mark McCauley**
Date:
SR Number:

REQUESTED ACTION:
Approve the Contract for Procurement, Licensing, and Maintenance of a Jail Management System with Executive Information Services.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
Approval\denial	*Enter conditions or requests here*	*Yes\No*

Mark McCauley
Acting County Manager

DISTRIBUTION

Change Order Agreement

SECTION A. CHANGE ORDER DESCRIPTION

CR #: 1   Date:

Client Name: Clark County   Requestor: Agency

Project Name: Clark County Jail   Priority: High

Impact Area: Software Deliverables   Target Date TBD

Short Description of Change:
Modify existing agreement to include the licensing and services required to support the delivery of additional system software modules for the Sheriff's Office.

Detailed Description of Change:
1. Modify existing agreement to include the licensing and services supporting the delivery of the PS.NET/JMS (Jail Management) for the _____. Revised Schedule A Attached.

2. Modify existing agreement to include the additional installation and training services associated with the amended software. Revised Schedule A Attached.

3. Modify existing agreement to include the additional data conversion services associated with the additional JMS specific conversion activities. Revised Schedule A Attached.

Cost of Work Estimation for Change:
The cost associated with this change order is $_____ USD as itemized in the attached pricing document - Proposal Number: _____

SECTION B: IMPACT STATEMENT

Conditional Payment:

The cost associated with this change order is $_____ USD as itemized in the attached pricing document - Proposal Number: _____.

Schedule Impact:

The addition of the ____ software will necessitate additional installation, data conversion, and training services to be provided by EIS. It is anticipated that the additional delivery activities associated with this change order will add approximately ___ days to projected schedule associated with on-site services. As such it is anticipated that the revised project schedule will require an estimated ____week, on-site delivery window to be allocated on behalf of the _____ and EIS.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS CHANGE ORDER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SERVICES DESCRIBED HEREIN CONSISTS OF THIS CHANGE ORDER. THIS STATEMENT OF THE CHANGE ORDER SUPERSEDES ALL PROPOSALS OR OTHER PRIOR ACKNOWLEDGEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS SUBJECT.

Estimation Effort Agreed to:
Provider

By: _____
Authorized Signature

Name:
Title:
Date:

Estimation Effort Agreed to:
Buyer

By: _____
Authorized Signature

Name:
Title:
Date:

Change Order Agreed to:
Provider

By: _____
Authorized Signature

Name:
Title:
Date:

Change Order Agreed to:
Buyer

By: _____
Authorized Signature

Name:
Title:
Date:

Rev. 5 - 3/18/2015

Clark County

CONTRACT FOR PROCUREMENT, LICENSING, AND MAINTENANCE

OF A

JAIL MANAGEMENT SYSTEM

CONTRACT NO: RFP NO: 669

THIS CONTRACT is made this 16th day of January, 2015, (the "Effective Date"), by and between CLARK COUNTY, a political subdivision of the State of Washington ("County"), and Executive Information Services, Inc. (EIS) ("Contractor"), a corporation organized and existing under the laws of the State of Nevada, and authorized to do business in the State of Washington.

The Initial Term of this Contract shall be January 16th, 2015 through January 16, 2020, with the County's option to extend for two (2) additional years for a maximum total term of seven (7) years. This Contract may refer to the County and Contractor individually as a "Party" or jointly as the "Parties." The total not-to-exceed price under this Contract shall be $1,281,525.00 for the Initial Term.

Recitals:
Whereas, Clark County issued a request for proposals, RFP 669, for the provision and installation of a Jail Management System; and

Whereas, as a result of the RFP process, subsequent meetings and a Scoping Session the Contractor will have an opportunity to review the County's existing systems, infrastructure, business policies and procedures, interface and reporting/query requirements and data necessary to determine the specific functional and technical requirements required of the Application being implemented, and the professional services needed to implement the Application. Subsequently, the Contractor will prepare a Statement of Work (SOW) including an agreed upon target implementation date based on these opportunities, which includes the capabilities generally described in the RFP that we are seeking, and the services we need to implement the Application using best practices within the industry; and

Whereas, on May 2, 2014, Contractor submitted its response to the request for proposals in which it indicated that it was willing to provide services to Clark County; and

Whereas, the County and the Contractor desire to enter into this Contract to set forth their understanding relating to the installation and implementation of the Application.

NOW, THEREFORE, it is agreed as follows:

Table of Contents

1. DEFINITIONS

Defined terms within this Contract will be designated with the first letter of the word in capital letter, as it appears below. If the word appears without capital letters, the definition will have its normal ordinary course of business definition. These definitions apply to the entire Contract including all Exhibits and Appendices, subsequent Amendments and Change Orders unless modified in an Amendment:

"Acceptance" means that the County has issued a Certificate of Acceptance for a Deliverable, Product, or Service.

"Acceptance Criteria" means all items stated in the Acceptance Test Plan that are drawn from all specifications, functionality, and performance requirements as set forth in the RFP (as such specifications, and requirements and Statement of Work may be changed from time to time by mutual agreement in writing), Contractor's proposal and Contractor's representations and warranties.

"Acceptance Date" means the date on which the County issues a Certificate of Acceptance for the System or a Deliverable.

"Acceptance Test" means the evaluation and testing method, procedures, or both, that are used to determine whether or not the System or a Product or a Deliverable requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the delivery and implementation schedule, integration of contingent products, scalability, performance tuning or other measurable features or milestones.

"Acceptance Test Plan" means the written compilation of Unit and System Acceptance Tests, Methodologies, Test Data and Acceptance Criteria which will be utilized in conducting tests of Equipment, Software, Deliverables and the System.

"Affiliates" means with respect to a named individual or entity, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control with the named individual or entity. The term "control" means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

"Agreement" means the Contract between Contractor and County, as amended and supplemented from time to time.

"Amendment" means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions, Term or Cost Provisions of the Contract or changing, adding to, or substantially altering a Statement of Work.

"Applicable Laws" All laws, ordinances, rules, regulations, orders, interpretations, requirements, standards, codes, resolutions, licenses, permits, judgments, decrees, injunctions, writs and orders of any court, arbitrator, or governmental (federal, national, state, municipal, local or other, having jurisdiction over a Party and the location where a particular element of the service is performed or where any part of the application is situated) agency, body, instrumentality or authority that are applicable to any or all of the Parties, the services or the Terms of the Contract, including all environmental and hazardous materials laws which are applicable to performing the services.

"Business Day" means a calendar day of twenty-four hours, excluding weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

"Calendar Day" means a calendar day of twenty-four hours, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

"Certificate of Acceptance" means a written instrument by which the County notifies Contractor either that in its sole discretion the Acceptance Criteria for a specific deliverable have been met or waived, in whole or in part.

"Certificate of Final System Acceptance" means a written instrument by which the County notifies Contractor that all of the Acceptance Criteria have been met for the system, all of its components, and for all products and deliverables requiring Acceptance Testing.

"Change Order" means a written change to the scope of work. Change Orders are incorporated into this Contract by reference.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure.

Confidential information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party. All usage of the term "Confidential Information" in this Contract shall be deemed to include the qualifications set forth in Section 2.31.

"Configuration" means a) revisions or modifications to software to enhance features and functionality but which do not include changes to the source code, and/or b) selection of functional options from choices provided within the software.

"Contingent Products" means a product or service which the County intends to use in conjunction with some other product or service and from which the County would not derive the essential purpose of the bargain if acquiring one without the other.

"Contract" means the Master Terms and Conditions and all the documents referenced in Paragraph 2.1.

"Contract Price" means the not-to-exceed price agreed upon by the Parties for the system as set forth in Exhibit A, subject to the provisions herein and as such price may be modified from time to time by Amendment.

"County Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the County, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or personally identifiable information as described in the RCW 9.35.020; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by RCW 41.05.200; (5) exempt per RCW 41.05.026 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the County including without limitation, data and information systems, any software code and related materials licensed or provided to the County by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the County. (9) Inmate records are confidential information per Washington RCW 70.48.100.

"Coverage Hours" means those hours specified in this Contract during which period Contractor shall provide maintenance.

"Customization" means (a) any modification to the products, (b) any new component or accessory, or (c) in the case of software, new or modified code, whether any of the above have been prepared, created, or developed (1) by Contractor at the County's request, (2) by Contractor at the County's request as a work for hire, or (3) by the County, in conjunction with or as authorized by, Contractor.

"Data Configuration Acceptance Test" means the test that demonstrates the system operates as specified in the Contract after system configuration has been completed for the County. This test includes but is not limited to creating user profiles, setting up system security, building workflows, creating fees, loading validation tables, implementing approval processes and converting historical data.

"Data Conversion" means the process of collection, clean-up and migration of all required data and related documents from the County's existing Jail Management system and other sources identified by the County to the new System in accordance with the accepted Data Conversion Plan.

Defect - a program error that will cause EIS Developed Software to crash, failure of program to meet the specifications of the Master Contract and Exhibits in a material respect, or materially impairs the function of the program, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of EIS Developed Software as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to EIS Developed Software unless the Third-Party Software is supplied by the Contractor, or to problems arising from EIS Developed Software Configurations not developed by Contractor.

"Deliverable" means the goods, services, documents or tangible work products described in the Statement of Work to be provided to the County by Contractor under this Contract.

"Delivery of Products" means product has been received at the location specified in this Contract. Delivery of products is distinguished from final acceptance following delivery of the system.

"Documentation" means user manuals, training manuals and other written materials in any form that describe the features or functions of the products and system, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions provided by Contractor to the County, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

"Equipment" means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the successful implementation of the System and acceptable completion of the project as specified in this Contract.

"Failure" means an error which results in the complete inability of the system or a product, or any component of the system or a product, to operate in accordance with the applicable specifications and documentation or to meet relevant acceptance criteria during Acceptance Testing.

"Final Acceptance" means the County has determined that a deliverable or a product requiring Acceptance Testing: (a) has met the Acceptance Criteria and the County has provided a Certificate of Acceptance to Contractor; and (b) the deliverable or product functions and performs compatibly and without error when integrated as a functional component of the system.

"Final Implementation Date" means the date upon which the County issues a Certificate of Final System Acceptance for the System.

"Final System Acceptance" means that the system including all system components, equipment, software, connections, and interfaces, and Third Party Software : (a) has met all of the acceptance criteria for functionality and performance when fully integrated with County systems and networks, for the system and any products requiring Acceptance Testing, that the system has successfully completed the Reliability Acceptance Test and the County has provided a Certificate of Final System Acceptance to Contractor; and (b) all products perform in accordance with specifications throughout Acceptance Testing and the Reliability Test without error when integrated as functional components of the system and with County-specific data.

"Final System Acceptance Date" means the date on which the County issues a Certificate of Final System Acceptance for the system.

"Functional Acceptance Test" means the test that demonstrates the correct operation of the system's functions as specified within the contract including all of the interfaces, fees, workflows, system security, and data conversion components.

"Highly Available Architecture" means a system design (architecture) that ensures a high level of operational continuity and performance to the metrics specified in the Contract.

"Hosting" means the provision of the servers and other equipment, connectivity, and technologies and services infrastructure needed for the provision of web-based software or software accessible to users through the Internet.

"Infrastructure" means the physical components used to operate the system and to connect users to the system, including but not limited to equipment, software, network, firewalls, routers, etc. Infrastructure serves as the foundation upon which the system and the project capabilities are built.

"Installation Acceptance Test" means verifying the installation and configuration of all system equipment at its final/permanent location along with verifying basic functionality of all components.

"Interface" means a point of interaction between system components or the device or code which enables such interaction; applicable to both equipment and software.

"Key Personnel" means specific individual identified by Contractor in its proposal to fill key positions.

"Key Position" means the Contractor's Project Manager, Business Analyst, Technical Lead and Architect, and the Project Manager or Lead person for any subcontractor, or the equivalent positions regardless of titles in Contractor's proposal.

"Maintenance" means services, other than repairs during the maintenance period, provided by Contractor to the County designed to keep the system operating in optimum condition and at a minimum level to comply with the contract specifications.

"Maintenance Fee" means the fee paid by the County for maintenance.

"Maintenance Period" means the time period when Contractor provides maintenance to the County, which begins upon expiration of the Warranty Period.

"Maintenance Request" means a request by the County to Contractor for maintenance.

"Manufacturer's Warranty" means a written statement to the County from a third party or from the Contractor on behalf of the third party that one or more components of the system or its products or services will meet the required specifications, functionality and performance level, and Contractor will provide repairs as needed

during the Manufacturer's Warranty Period, independent of Contractor's maintenance obligations as specified in section 2 of this Contract.

"Manufacturer's Warranty Period" means the time period during which a Manufacturer's Warranty is valid and enforceable by the County.

"Master Terms and Conditions" means this document, the body of text from the preamble through the signature page.

"Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

"Open Source Software" means any computer program for which the license provides the rights to run the program, view and change the source code, distribute exact copies, distribute modified copies and frees parties from any obligation to pay license fees or royalties.

"Operating System Software" means any computer program product that is installed on, and is a component integral to the function of, the equipment.

"Party" or "Parties" means the County and Contractor individually as a "Party" or jointly as the "Parties."

"Priced Options" means features and functionality that are available, offered, and priced in the contract, but which the County may or may not purchase at the time the contract is executed. The County may purchase Priced Options at any time during the contract term. The quoted price of Priced Options shall remain effective for one year following Final System Acceptance, and may be adjusted per the Contract for subsequent years.

"Product(s)" means supplies, equipment, documentation and software, as well as updates, upgrades, customization and training.

"Production Environment" means the instance of the System which purpose is daily use for conducting the County's business.

"Project" means the overall collection of activities required for delivery and support of the system including, without limitation, design, development, integration, testing, support and maintenance, any of which Contractor may be providing in whole or in part.

"Proposal" means Contractor's response to the County's RFP referenced on page one of this Contract.

"Reliability Acceptance Test" means operating and monitoring the complete system in a live production mode for a period of forty five (45) consecutive calendar days to verify the system meets the performance and response requirements of the contract while providing the functions and capabilities of the specifications, as specified in section 4.3.6 of this document

"Repair" means to fix, patch, reprogram or replace the system or any equipment or software component thereof so as to eliminate errors or failure.

"Resolution Time" means the elapsed time between when a help desk ticket is logged until the time it is closed and accepted by the County.

"Response Time" means the elapsed time between the time a help desk ticket is submitted to the Contractor's Help Desk and the Contractor's staff contacts the ticket submitter at the County.

"Services" means both ordinary and professional services as required to be performed by Contractor under this contract for the County. Services include, but are not limited to, software maintenance, consulting, training, installation, analysis, programming, needs assessment, or technology review.

"Software" means the object code version of any proprietary or licensed computer programs, firmware, applications or operating system software which are components of the system and are licensed by Contractor to County pursuant to this Contract, including, without limitation, any custom software or customization, application software, base software, diagnostic software, updates, upgrades and any related documentation. Software may include Third Party Software and/or Open Source Software delivered by Contractor if required to operate and maintain the system.

"Software Enhancement or Customization" means a modification of Contractor's software source code to increase its capabilities.

"Source Code" means a complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the software which, when assembled or compiled, becomes the executable object code of the software. Source Code shall include all material including but not limited to design documentation, software documentation, reference manuals and documentation, libraries for the software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information necessary for a reasonably skilled programmer or analyst to understand, maintain, and modify the software.

"Specifications" means the capabilities, functionality and performance requirements, for the system and its components as provided in the change orders, the acceptance criteria, the statement of work, product documentation, Contractor's proposal, proposal clarifications and the County's request for proposals.

"Statement of Work" (SOW) means a detailed description of the tasks and deliverables required to successfully implement and deliver the system, and the product(s), and/or service(s) to be provided to the County by Contractor under this Contract.

"Subcontractor" means any person or business entity employed to perform all or part of an obligation of this Contract under the control of the Contractor.

"System" means collectively all equipment, products and software, labor, and training to be provided by Contractor to County under this Contract.

"System Response Time" (SRT) means the time between the depression of the last keystroke or activation of a pointing device that initiates a system transaction and the initial appearance of the system response resulting from the completed transaction (e.g., first page, pop-up window, etc.). Response Time is measured at the initial completion of the resulting transaction, not when the transaction begins or during system processing of the transaction as may be reflected by one or more system status messages.

"Test Environment" means an instance of the system which purpose is used for testing and evaluating the system or components of the system separately from the Production Environment.

"Thin Client" (sometimes also called a lean or slim client) is a computer or a computer program which depends heavily on some other computer (its server) to fulfill its traditional computational roles. This stands in contrast to the traditional fat client, a computer designed to take on these roles by itself.

"Third Party Software" means software other than Contractor-Owned software provided to County by Contractor under this Contract and that Contractor is authorized to license to the County subject to the original manufacturer's standard provisions, or recommended by Contractor as a component of the system for the County to purchase from someone other than Contractor.

"Training Environment" means an instance of the system whose purpose is used for training end users on the system or components of the system in an environment separate from the Production Environment.

"Throughput Test/Projected Load Acceptance Test" means the test which demonstrates over a specified time period that system response times meet the performance specifications of the Contract, even when a maximum load is placed upon the system and during peak system load periods.

"Update" means a change, modification, or enhancement to the equipment or software and related documentation, which improves its performance or efficiency, but does not alter its core functionality.

"Upgrade" means a newer, better version, change, modification, or enhancement to the equipment or software (including Third Party Software), and related documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the software and may be considered a new version. Software upgrades may include error correction, bug fixes, additions to, or patches to the software.

"Use" means the County's right to install, integrate, configure, implement, test, access, benefit from, maintain and operate the system, or any system components; any Contractor-provided software tools to customize the system; documentation listed in the Contract; training materials County may acquire to provide internal training on the system to County users; any software enhancements produced by or in collaboration with Contractor to develop the system to County's unique business processes and/or programming environment for purposes of installing, operating, configuring or using the system.

"User" means any person employed by or working on behalf of the County, the County's Offices, Departments and Divisions, Officers, Directors, and any person or entity authorized by the County to provide it with services requiring use of the system, and to use the County's resources in whole or in part, in the course of assisting the County.

> "Authorized System User" means any user that has passed the authentication process of the system and is thereby authorized to use the system's functions and components based on the permissions established by that user's credentials (User ID and password, etc.).
> "Inquiry-Only System User" means any user that is authorized by the County to use only the query functions and components of the system and does not enter or change data.
> "Concurrent System User" means all users that are logged into the system at the same time.
> "Full System User" means any user that is authorized to use one or more components of the system.

"Warranty Period" means one (12) months from the final system acceptance.

"Web" means the World Wide Web, abbreviated as WWW and commonly known as the Web.

"Web-based" means a software application that is accessed on the Internet via a web browser.

2. GENERAL PROVISIONS

2.1 Order of Precedence:

In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the terms of the Master Terms and Conditions will take precedence over the other terms of the Contract except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract, the order of precedence shall be:

a. Exhibit B: Contractor's Response to County RFP #669
b. Amendments/Change Orders to this Contract
c. Master Contract
d. Change Orders
e. Exhibit A: Contractor's Price
f. Exhibit C: Statement of Work
g. Exhibit D: EIS Software License Agreement
h. Exhibit E: EIS Annual Product Support Agreement
i. Exhibit F: County RFP # 669 (including any addenda issued)

2.2 Point of Contact:

Contractor shall be the sole point of contact for the County with regard to the Contract.

2.3 Capacity to Contract:

Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.

2.4 Compliance with Law/Venue:

2.4.1 Authority to Conduct Business: Contractor warrants it is duly authorized to operate and do business in all places where it shall be required to do business under the Contract; that it has obtained or shall obtain all necessary licenses and permits required in connection with the Contract and that it shall fully comply with all laws, codes, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

2.4.2 Washington State Venue/Choice of Law: This Contract shall be construed according to the laws of the State of Washington without reference to its conflict of law provisions. Any litigation between the County and Contractor arising under this Contract or out of work performed under this Contract shall occur in the Clark County Superior Court.

2.4.3 Compliance with Applicable Law: Contractor warrants it has complied and shall comply with all applicable law, codes, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery and performance of this Contract.

2.4.4 Conflict of Interest: Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under the Contract.

2.4.5   Rule of Construction/Contract Elements/Headings: This Contract has been drafted by the County in the general format as a convenience to the Parties only but has been equally negotiated by both parties and the contract shall not, by reason of authorship, be construed against the County. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of the Contract.

2.5   Term:

Unless terminated earlier under the provisions herein, this Contract shall remain in effect during the Initial Term as well as any option years exercised at the County's discretion. Initial term cannot exceed five (5) years.

2.6   Changes to Contract:

2.6.1   Amendment of the Contract: Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the County Attorney and executed in writing by authorized representatives of the Parties. If the requirements for amendment of this Contract as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

2.6.2   Change Orders to a Statement of Work: The County reserves the right to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of products or services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall also execute an Amendment to the Contract as needed and/or adjust the fee and/or time schedule accordingly. If the amount of such adjustment cannot be calculated as a function of hours or tasks, the Parties shall negotiate in good faith a modified schedule and/or price.

2.7   Personnel:

2.7.1   Key Positions: The County has designated Key Positions under this Contract. The job titles and persons set forth herein include the equivalent positions which may have different position titles in Contractor's proposal. The named individuals set forth in Contactor's proposal to fill these Key Positions are Key Personnel.

2.7.2   County Requested Substitution of Key Personnel: The County reserves the right to request a change in Contractor's Key Project personnel for cause at any time.

2.7.3   Substitution of Key Personnel: Any substitutions or a replacement of Key Personnel by the Contractor, requires the written approval of the County, such approval not to be unreasonably withheld. For any proposed substitute Key Personnel, Contractor shall provide the following information to the County: a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the County. Proposed substitutes should have qualifications comparable to or better than those of the person(s) being replaced. The County reserves the right to interview and approve proposed substitutes. The County will notify Contractor within five (5) business days after receipt of all required information of the acceptability of proposed substitute Key Personnel. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

2.7.4   Security Requirements for Personnel.   In the event of any substitution or replacement of Key Personnel Contractor shall provide to the Clark County the information and authorization required to conduct an extensive personal history and background investigation (which at a minimum, includes fingerprints, full names, date of birth, and references) of all of any substitute or replacement personnel that will have access to confidential information and criminal justice information systems (e.g., ACCESS, NCIC, local records, etc.).

2.7.5   County Personnel: The County has identified County employees within this Contract with certain responsibilities and designated authority. The job titles and persons set forth herein include the equivalent positions which may have different position titles. The County has discretion to delegate the responsibilities and authority to another employee or different employee as the County's designee for purposes of fulfilling its obligations under this Contract.

2.8   Delivery:
Contractor shall deliver the system and product's freight and insurance prepaid, F.O.B. to the County's designated location at the time indicated in this Contract or on any Statement of Work or Change Order. Shipments will be complete and partial shipments will be avoided unless the County agrees in writing to the partial shipment in advance of such a shipment. The risk of loss or damage in transit shall be upon Contractor until product is received by the County at the delivery site subject to a reasonable inspection period (not to exceed five days). Contractor shall furnish on-site or other assistance, as may be required to install the product as set forth in the Contract, Statement of Work or Change Order, at no additional cost to the County. Acceptance shall not relieve Contractor from its responsibility under any representation or warranty. If the County makes a payment for a product prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by · Contractor. In the case of the system, delivery of products shall not be deemed to be complete until the system is available for commencement of the Acceptance Test.

2.9   Delivery Schedule:
Contractor shall work collaboratively with the County to meet all required schedules and deadlines for delivery of product(s) and or services in accordance with the agreed upon final implementation date as set forth in this Contract or an individual Statement of Work or Change Order. Contractor shall not be responsible for delays in schedules or deadlines caused by the County's inability to meet required timeframes.

2.10   Written Notifications:
All written notifications and written amendments shall be sent to the following:

For Clark County:	For Contractor: EIS, Inc.
Name:	Name: Alvin Jay Gortcinsky
Title:	Title: President
Address:	Address: 1396 NE 20th Ave., Building 100
City, State:	City, State: Ocala, FL 34470
e-mail:	e-mail: jay@goeis.net

Copy to: Clark County	Copy to: EIS, Inc.
Office of Purchasing	Adam Missler
P.O. Box 5000	VP, Business Development
1300 Franklin Street, 6th Floor, Suite 650	1396 NE 20th Ave., Building 100
Vancouver, WA 98660	Ocala, FL 34470

2.11   County Reporting Requirements:
The County is required to track certain types of contract data for reporting purposes. Items which the County must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, and Emerging Small Business (M/W/ESB) participation and Subcontractor/Supplier Payment. If Contractor uses any Subcontractors in the performance of this Contract, Contractor shall submit a Monthly Sub- consultant Payment and Utilization Report reporting ALL Subcontractors employed in the performance of this Contract. The County will enforce all diversity in workforce and subcontracting commitments.

2.12   Payment:
Unless subject to successful completion of an Acceptance Test or other payment milestone specified in any Statement of Work or Change Order, payment for the system and/or any product, deliverable or service shall be in accordance with the payment schedule. Payment shall be issued by the County net thirty (30) days from receipt and acceptance of a proper invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of products and/or services; quantity, unit price, (where appropriate), and total amount; County- required reporting, if any, and the title and phone number of the responsible official to whom payment is to be sent. The County may stipulate how line items are entered on an invoice to ensure compatibility with the County's accounting and financial systems and to facilitate payment to Contractor.

2.13   Payment of Taxes/Contractor Shall Withhold:
Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes

(domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also assure that any Subcontractor shall comply with the foregoing obligations for its employees. The County has no duty to withhold.

2.14 Independent Contractor:

Contractor is a contractor independent of the County and nothing in this Contract is entered into as a joint venture, partnership, or agency between the Parties. No employment relationship is or is intended to be created between the County and any individual representing Contractor. During the term of this Contract, employees of Contractor and any authorized Subcontractors shall at all times remain employees of Contractor or authorized Subcontractors and ultimately shall remain under Contractor's sole control.

2.15 Assignment:

Neither Party is authorized to assign, transfer, subcontract, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld, except that (a) either Party may assign to any corporate affiliate pursuant to any merger, consolidation or other reorganization, without the other Party's consent but upon written notice to the other Party, (b) in the event that the County's business needs change or the County enters into an agreement with a provider for outsourcing services, Contractor agrees that the County shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the County's business, including an outsourcing provider, provided such outsourcing provider operates the software licensed hereunder expressly and solely for the County's benefit, upon written notice to the other Party, and (c) Contractor may not, without the other Party's consent but upon prior written notice to the other Party, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract.

2.16 Delegation of Obligations/Subcontractors:

Contractor shall not subcontract any work, assign any rights (including, without limitation, in connection with the sale of all or substantially all of Contractor's assets, stock, or the line(s) of business applicable to this Contract), or delegate any obligations under this Contract, cancel or change any previously approved subcontract without the County's prior written consent, such consent not to be unreasonably withheld. Contractor shall be fully responsible for the acts and omissions of its Subcontractors at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The County reserves the right to review any agreements between Contractor and its Subcontractors for Products and/or Services authorized under this Contract.

All minority subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any minority Subcontractors / Suppliers under this Contract all substitution requests must have approval from the County's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the County's prior written consent.

2.17   Warranties:

Contractor warrants, for the benefit of the County only, that at the time of Final Acceptance of the products, the products will operate in material conformity with the functional specifications set forth in the applicable related documentation supplied in writing by Contractor as defined in this Contract.   As County's exclusive remedy for any defect in the Contractor's Software Modules, Contractor shall, during the Twelve (12) month period following the commencement of the warranty period ("Warranty Period"), provide reasonable efforts to correct and cure such nonconformity or defect of the Licensed Software as provided for in the software support agreement, provided County notifies Contractor in writing of such failure(s). Said warranties extend only for the Twelve (12) month period following the commencement of the warranty period. The services covered by First Year Support (and subsequent years support) shall be defined in Contractor's Software Support Agreement(s), which shall be executed hereafter. Contractor shall not be liable to County for any loss of profits; any incidental, special, exemplary, or consequential damages; or any demands or claims of other parties for any amount exceeding the total of payments made to Contractor under this Contract, whether or not Contractor is aware of or has been advised of any such claims or demands. Contractor warrants as follows:

2.17.1   <u>Disclosure and Assignment of Manufacturer's Warranties</u>: In all cases where products or equipment or services are covered by a Manufacturer's Warranty, Contractor will provide the County with all Manufacturer's Warranties pertaining to all services or products provided by Contractor. Contractor will assign to the County any Manufacturer's Warranty applicable to any respective product, equipment or service. Notwithstanding the foregoing, Contractor shall be held responsible by the County for correction to or replacement of the system or any of its components during the period of Warranty and Maintenance.

2.17.2   <u>Equipment and Parts Warranty</u>: Contractor warrants that equipment and parts will be new, the latest model and free from material defects in material and workmanship during the Manufacturer's Warranty Period when put into use and service under contract specifications. If Contractor proposes to provide refurbished, reclaimed or remanufactured parts or equipment to the County, Contractor shall request the County's acceptance in writing in advance of delivery and the County retains the right to accept or refuse Contractor's use of refurbished, reclaimed or remanufactured parts. If the County accepts the use of refurbished, reclaimed, or remanufactured parts or equipment, Contractor warrants such products have the same warranty as that of new and current products and are subject to all the same provisions of this Contract. If Contractor uses refurbished, reclaimed or remanufactured parts without the prior consent required by the County, Contractor may be required, at the County's sole discretion, to replace such parts and equipment with new and current manufactured parts and equipment at Contractor's sole expense at no expense to the County. The County retains the right to accept or refuse Contractor's use of refurbished, reclaimed or remanufactured parts.

2.17.3   Warranty Against Planned Obsolescence and Reclaimed Parts and Equipment: The Contractor warrants that at the time of delivery of Contractor developed products, it will not in the next eighteen (18) months, announce replacements for those products delivered pursuant to this Contract and will not reduce support for the products delivered.

2.17.4   Industry Standards: The system and all components of the system are compliant with all other generally accepted industry standards.

2.17.5   Warranty and Representations:
Contractor warrants and represents the following:

2.17.5.1   Performance to Specifications: The system, including all components and upgrades supplied by Contractor shall operate in accordance with acceptance criteria, or specifications (which may be updated from time to time), and all documentation during the Warranty Period.

2.17.5.2   System Compatible: The system is compatible with the County's existing data files and systems as applicable and identified in the RFP and shall run in accordance with the documentation.

2.17.5.3   No Material Defects or Viruses/Illicit Code: The system (a) is free of any defect in material of the media in which it is delivered; and (b) is free of any virus, Trojan horse, spyware, malware, or other program code designed to erase, disable or otherwise harm or interfere with the County's equipment, data or other programs that Contractor or any Subcontractor to Contractor knew or should have known was contained in the software or other code or program.

2.17.5.4   Illicit Code: Contractor's software and third party software shall not (a) contain any hidden files that Contractor or any Subcontractor to Contractor knew or should have known were contained in the software or programming; (b) replicate, transmit, or activate itself without the control of an authorized person operating computing equipment on which it resides, unless requested or authorized by the County's Contract Manager; (c) Alter, damage or erase any data or computer programs without the control of an authorized person operating the computing equipment on which it resides; or (d) contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this contract, based on residency on a specific hardware configuration, frequency of duration of use or other limiting criteria. Any of the foregoing shall constitute "illicit code".

2.17.6   Documentation Explains Use: Contractor warrants that the documentation shall explain the operation of the system in terms understandable by County users of reasonable technical competence.

2.17.7   No Third Party Conflict or Infringement: Contractor warrants the execution, delivery, and performance of this Contract shall not contravene the terms of any contracts with third parties or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision.

2.17.8   Commencing of the Warranty Period: Where contingent products are ordered and no acceptance test is required, the Warranty Period shall not commence until acceptance by the County of all required or all contingent products. The County may, at its election, postpone services in support of products so as to coincide with delivery and acceptance of all contingent products. The County shall not incur any additional fees whatsoever for reordered or replacement contingent products.

2.18   Contract:
This Contract, together with all Exhibits, Attachments and those documents, which by their reference have been incorporated herein, constitutes the entire Contract between the County and the Contractor and supersedes all proposals, oral and written agreements, between the County and the Contractor on this subject.

2.19   Flow-down Clauses:
Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract.

Section 2.7, Personnel
Section 2.11, County Reporting Requirements Section 2.21, Indemnification
Section 2.24, Insurance and Bonding Section 2.33, Confidentiality

2.20   No Third Party to Benefit:
This Contract is entered into for the benefit of the County and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

2.21   Indemnification:
Contractor shall defend, save, and hold harmless the County, its elected officials, agents, and employees, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature (including all attorneys' fees and costs), resulting from or arising out of the activities, errors or omissions of Contractor or its officers, employees, Subcontractors, or agents, including intentional acts, under this Contract.

Contractor agrees to hold harmless and indemnify the County and its affiliates against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the County or its

affiliates may be required to pay arising from products and/or services provided by Contractor under this Contract.

2.22   Limitation of Liability:

Except for infringement indemnity under Section 2.17.7, personal injury or death, neither the County nor Contractor, its partners, principals, or employees shall be liable for more than the total value of this Contract for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the products and/or services provided hereunder.

In no event shall the County or Contractor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, costs, expenses or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation negligence) or otherwise.

To the extent a claim is eligible for coverage under any policy of insurance required by this contract, such claim or claims shall not be subject to the limitations of liability above. Under this circumstance the limit of liability shall be the insurance policy limits.

2.23   Force Majeure:

2.23.1   In the event that either Party is unable to perform any of its obligations under this Contract (or in the event of loss of use) due to natural disaster, (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract and/or any affected Statement of Work or Change Order shall immediately be amended or modified by the Parties to reflect any mutually agreed changes to project schedule(s) or delivery dates.

2.23.2   If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work or Change Order.

2.23.3   If delay in delivery due to a Force Majeure Event does not exceed thirty (30) Calendar Days, such delays in delivery shall automatically extend the delivery date for a period equal to the duration of such events; any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event so long as it does not exceed thirty (30) Calendar Days.

2.23.4   If delay in delivery due to Force Majeure Event is longer than thirty (30) Calendar Days, the County shall have the right to terminate this Contract, or a Change Order, upon written notice to Contractor, in accordance with this Section.

2.23.5   If this Contract involves the acquisition of equipment or software that contains personally identifiable information and/or processes credit card transactions, a security breach of Contractor's system shall not be considered a Force Majeure Event.

2.24   Insurance and Bonding:

Work shall not commence until all insurance requirements listed below have been met and certificates have been approved by the County Attorney and filed with the Auditor. All required insurance must be issued by companies or financial institutions that are financially rated "A" or better and duly licensed, admitted and authorized to do business in the State of Washington.

2.24.1   Insurance Certificate: As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the County prior to or with the return of the signed contract. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance. If the insurance is canceled or terminated prior to completion of the Contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. Failure to maintain insurance as required by this Contract may be cause for immediate termination of the Contract by the County. Contractor's insurance will cover damages excluded from any limitation of liability to the extent of its policy limits indicated herein.

2.24.2   Additional Insureds: The coverage shall apply as to claims between insureds on the policy. The insurance shall be without prejudice to other coverage. For liability coverage, the insurance certificate shall name as additional insureds "Clark County, Washington State, and its elected officials, agents and employees." Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

2.24.3   Insurance Costs: Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

2.24.4   Required Coverage is as follows:

2.24.4.1   Public Liability and Property Damage: The Contractor shall obtain, and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of operations under this Contract, whether such operations be by the Contractor, a sub-contractor, or anyone directly or indirectly employed by either the Contractor or a sub-contractor.

The amount of coverage provided by such insurance should not be less than $1,000,000 combined single limit for bodily injury and property damage. In addition a General Aggregate Limit Endorsement, CG 25 03 or its equivalent, must be attached to the certificate.

All liability insurance required herein shall be under a comprehensive or commercial general liability (Occurrence Form Only) and business automobile policy or policies, and shall provide coverage as to:

a.   Premises and operations of the Contractor
b.   Products – completed operations
c.   Owners and Contractors protective
d.   Contractual liability
e.   Explosion (x), collapse (c), and underground hazards (u) coverage
f.   Broad form property damage.
g.   Employer's liability/stop-gap
h.   Automobiles, including all owned, hired and leased vehicles, and employer's auto non-ownership liability.

The County shall be named as an additional insured with respect to all such policies by endorsement CG 20 10 11 85 which must be attached to the certificate and copies of all policies shall be furnished to the County upon execution of this Contract by both the County and the Contractor. An insurance company licensed to do business in the State of Washington shall issue all policies.
At least seven (7) days prior to commencing any operations under this

Contract, the County must receive an insurance certificate outlining the Contractor's insurance coverage. Said certificate must be provided on a standard "ACORD" or comparable form, must include as additional insured Clark County, with respect to this Contract, must provide that coverage shall not be canceled or modified without 30 days prior written notice to the County, and must state that all policies are written with an "occurrence" trigger.

2.24.4.2   Workers' Compensation: Contractor shall comply with the workers' compensation law under RCW 51. Industrial Insurance. Contractor shall maintain coverage for all subject workers as defined by RCW 51 and shall maintain a current, valid certificate of workers' compensation insurance on file with the County Auditor for the entire period during which work is performed under this Contract.

Contractors who are non-subject workers meeting one of the exceptions in RCW 51.12.020 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing to the County Attorney, stating Contractor's qualification for exemption under RCW 51.12.020.

2.24.4.3   Technology Errors and Omissions; Information Security & Privacy Liability: Contractor shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

Technology Products and Services E&O - Information Security & Privacy Liability for Service Provided to Others.

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of products, services and software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than $1,000,000.00 (One Million U.S. dollars) and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the County for three years following termination or expiration of this Contract.

2.24.4.4   Insurance Requirements for Subcontractors: Should Contractor subcontract any part of the Contract, Contractor will require those Subcontractors or affiliates if not covered under Contractor's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

2.24.4.5   Performance Bond: In lieu of a performance bond, the County will withhold 10% of the total contract amount (excluding license costs) until all phases of the project have successfully completed Reliability Acceptance Testing and the County has issued a Certificate of Acceptance.

2.25   Ownership of Property
Title to all equipment purchased under this Contract shall pass to the County upon delivery at the County's designated location.

2.26   Proprietary Rights:
Except customizations, all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the products or services are and will remain the exclusive property of Contractor or its designees. County shall not decompile, disassemble or otherwise reverse engineer the software.

2.27   Return of Parties' Property:
When the Contract or any Task/Change Order placed pursuant to the Contract is terminated or expires, each Party shall return to the other all papers, materials, and properties of the other Party then in its possession. The County will retain one (1) copy of the documentation for the express purposes of public record archiving.

If the County has paid in full for licensed product prior to the expiration date of this Contract the County shall retain licenses to product for which the County may continue to order maintenance and upgrades. Terms of this Contract relating to such licensed product, maintenance and upgrades shall survive expiration of the Contract.

2.28   Financing of Property:
If Contractor finances any property, real or personal, that comprises any part of the system, the term of such financing shall not exceed the term of the Contract. If Contractor finances or leases any such property or equipment, Contractor shall ensure that any agreements ancillary to or supporting the principal lease or financing agreement (e.g., hardware, software, maintenance, insurance) are coterminous to the principal financing or leasing arrangement. In addition, if the Contract is terminated, Contractor shall ensure that the County or any successor contractor shall have the right to terminate, renegotiate or be assigned any lease of property or equipment or ancillary agreement (other than, in the case of the County, any financing agreement or insurance).

2.29   Disclosure of Litigation or Financial Condition:
Contractor warrants and represents that there are no suits, actions, other proceedings or reasonable anticipation of litigation in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the County if, during the term of this Contract or any extension of this Contract, Contractor becomes aware of any lawsuits, actions or proceedings or has reasonable anticipation of

litigation in any judicial or quasi-judicial forum that involve Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract or extension of the Contract.

2.30 Notice of Change in Ownership or Financial Condition:
Contractor must maintain a financial condition commensurate with the requirements of the Contract. If during the Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform, or experiences a change in ownership or control, Contractor shall immediately notify the County in writing. Failure to notify the County of such a change in financial condition or change in ownership or control is a material breach of the Contract.

2.31 Audits and Access to Records:

2.31.1 Records Retention: Contractor shall maintain current financial records in accordance with professional accounting standards. Contractor agrees to maintain and retain supporting financial and Contract related documents during the term of the Contract and for a period of three (3) years after the date of submission of the final billing or until the resolution of all audit questions or claims, whichever is longer. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by Contractor for a minimum of three (3) years.

2.31.2 County Audits: The County, either directly or through a designated representative, may conduct financial and performance audits of the billings and services during the records retention period listed above. County audits shall be conducted in accordance with generally accepted auditing standards. Contractor shall provide the County's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

2.31.3 Access to Records: The County internal auditor or County external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of Contractor audits if the County deems it necessary. Copies of applicable records shall be made available upon request.

2.32 Overpayment:
If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the County. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of Services is not efficient in accordance with the U.S. Government Accountability Office's Government Auditing Standards, or that the services are not effective in accordance with these Government Auditing Standards, the County may pursue remedies as provided under Section 2.33, Termination, and Section 2.35, Remedies.

2.33 Confidentiality:

2.33.1 Maintenance of Confidentiality: Contractor shall treat as confidential any County Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use County confidential information exclusively for the County's benefit and in furtherance of the products and/or services provided by Contractor. Except as may be expressly authorized in writing by the County, in no event shall Contractor

publish, use, discuss or cause or permit to be disclosed to any other person such County Confidential Information. Contractor shall (a) limit disclosure of the County confidential information to those directors, officers, employees and agents of Contractor who need to know the County confidential information in connection with the County project, (b) exercise reasonable care with respect to the County Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (c) return immediately to the County, upon its request, all materials containing County confidential information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use County confidential information or the intellectual property of the County without the County's prior written consent

2.33.2   Scope: This Contract shall apply to all County confidential information previously received, learned, observed, known by or made available to Contractor. This Contract shall not apply to County confidential information which (a) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of Contractor; (b) Contractor lawfully receives from a third party; (c) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Contract or the date of any access or exposure to any County confidential information, or (d) is required to be disclosed under operation of law. Contractor's confidentiality obligations under this Contract shall survive termination.

2.33.3   Equitable Remedies: Contractor acknowledges that unauthorized disclosure of County Confidential Information or misuse of a County computer system or network will result in irreparable harm to the County. In the event of a breach or threatened breach of this Contract, the County may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

2.33.4   Contractor's Confidential Information: During the term of the Contract, Contractor may disclose to the County, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The County shall not be deemed to have breached this Section if (a) Contractor's Confidential Information later becomes part of the public domain through no act or omission of the County; (b) is required to be disclosed under operation of law; (c) the County lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality; or (d) was developed independently by and was reduced to writing by the County prior to the earlier of the date of this Contract or the date of any access or exposure to any Contractor Confidential Information.

2.33.5   Public Records Request: Contractor acknowledges that Clark County is subject to the Washington State Public Records Act and Federal law. Third persons may claim that the confidential information Contractor submitted to the County hereunder may be, by virtue of its possession by the County, a public record and subject to disclosure pursuant to the

Washington State Public Records Act. Subject to the following conditions, the County agrees not to disclose any information Contractor submits to the County that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as confidential. The County's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Washington State and Federal laws. Within the limits and discretion allowed by those laws, the County will maintain the confidentiality of information.

County's Obligation to Notify Contractor: If the County receives a public records request for information that Contractor has marked CONFIDENTIAL and submitted in confidence, the County shall notify Contractor of the request. The County shall provide Contractor with written notice and a copy of the request. Contractor shall have ten (10) business days within which to seek a relief from a Clark County Superior Court, provided that Contractor shall be responsible for its attorney fees and costs in such action and shall save and hold harmless the County from any penalties, attorney's fees or costs under Ch. 42.56 RCW for withholding or delaying public disclosure of such information caused by Contractor's claim that such information is its confidential information that is exempt from disclosure.

2.33.6   Discovery of Documents: In the event a party to litigation seeks discovery of information submitted by Contractor in confidence, the County will notify Contractor of the request. The County shall allow Contractor to participate in the response at its own expense. The County will comply with any effective order issued by the court having jurisdiction over the matter.

2.34   Dispute Resolution:

Contractor shall cooperate with the County to assure that all claims and controversies which arise during Contractor's performance of Services under this Contract and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

2.34.1 Any dispute between the County and Contractor arising prior to completion of Contractor's services or the earlier termination of the Contract shall be resolved, if possible by the Contract Manager or their designee on behalf of the County and on behalf of Contractor.

2.34.2 If the Contract Manager or the Contract Manager's designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Director of Application Services on behalf of the County and to the President on behalf of Contractor for resolution, if possible.

2.34.3 Should any dispute arise between the County and the Contractor concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

2.34.4 Should an equitable solution not result from the foregoing, the County and Contractor shall be free to pursue other remedies allowed under this Contract.

2.34.5 Unless ordered by the County to suspend all or any portion of Contractor's services, Contractor shall proceed with the performance of such services or delivery of products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon change orders that the County may issue regarding the acceleration of all or any portion of the products or services. During the pendency of any of the foregoing dispute resolution procedures, the County shall continue to make all payments that are not in dispute, in accordance with the provisions of the Contract.

2.35 Termination:
The following conditions apply to termination of this Contract. The County, on thirty (30) days written notice to Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

2.35.1 The County and Contractor, by mutual written agreement, may terminate this Contract at any time.

2.35.2 Either the County and the Contractor may terminate this Contract in the event of a Material Breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. In the event of default under this Contract, the non-defaulting Party shall have the option (upon the expiration without cure of any applicable cure period) to: (a) terminate in whole or in part this Contract or any related Statement of Work or Change Order, (b) seek remedies

pursuant to this Contract (c) seek any other remedies in the Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (d) any combination thereof.

2.35.3   County Termination for Cause: The County may terminate this Contract for the following reasons, which constitute cause for purposes of this Section:

2.35.3.1   Bankruptcy: The County may terminate this Contract if Contractor:

(a)   becomes insolvent, makes a general assignment for the benefit of creditors;

(b)   suffers or permits the appointment of a receiver for its business or assets;

(c)   becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or (d) has wound up or liquidated, voluntarily or otherwise.

2.35.3.2   Maintenance Default: The County may terminate this Contract if Contractor fails to provide Warranty or Maintenance services as defined in this contract or Contractor has not cured its failure to provide Maintenance as provided and paid for in this Contract.

2.35.3.3   System or Product or Software Performance Default: The County may terminate this Contract for Material Breach if the system or product exhibits errors causing serious disruption of use and/or repeated periods of downtime, over a continuous period of 90 days, or more. Refer to Section 4.11 Severity Level, Escalation, and Response Time for details.

2.35.3.4   Software Code: Inclusion of illicit code as set forth in Section 2.17.5, Warranty and Representations, shall be considered a Material Breach of the Contract and no notice or cure period will apply. In addition to any other remedy available to it under this Contract with respect to any such material breach, the County reserves the right to pursue any civil and/or criminal penalties available to it against a Contractor, including without limitation the Deceptive Trade Practices & Consumer Protection Act, the Computer Crimes Law, Computer Fraud and Abuse Act, and any other remedy at law or equity.

2.35.3.5   Void Assignment: In the event that Contractor assigns its obligations to provide products and/or services under this Contract to any third party in a manner other than as set forth in Section 2.15, Assignment, the County shall have the option to seek specific performance, terminate this Contract or any Statement of Work or Change Order for products and/or services, and promptly receive a pro rata refund for fees paid for such Products and/or Services.

2.35.4   Termination Force Majeure: County may terminate this Contract due to a Force Majeure event as set forth in Section 2.21, Force Majeure.

2.35.6   Contractor Termination for County Breach: In the event of Material Breach of this Contract by the County, then Contractor's remedy shall be limited to termination of the Contract and receipt of equitable payment for services rendered.

2.36   Succession:

This Contract will be binding on the legal successors or representatives of Contractor and County. It will also be binding on any party that receives licensing and distribution rights to Products provided from Contractor. Any right granted to either party under this Contract may not be assigned by that party or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

2.37   Rights and Obligations:

If either Contractor or County terminates this Contract, Contractor will retain all fees for products or services delivered to County up to the date of termination.

2.37.1   Any termination by Contractor as provided in this Contract will not in any way operate to deny any right or remedy of Contractor, either at law or in equity, or to relieve County of any obligation to pay the sums due under this Contract or of any other obligation accrued prior to the effective date of termination.

2.37.2   Any termination by County as provided in this Contract will not in any way operate to deny any right or remedy of County, either at law or in equity, or to relieve Contractor of any obligation to pay the sums due under this Contract, or of any other obligation accrued prior to the effective date of termination.

2.37.3   EIS Products are subject to the export control laws of the United States and other countries. County may not export or re- export EIS software without the appropriate United States and foreign government licenses. County must comply with all applicable export control laws and will defend, indemnify and hold Contractor harmless from any claims arising from County's violation of such export control laws.

2.37.4   Termination Force Majeure: County may terminate this Contract due to a Force Majeure event as set forth in Section 2.21, Force Majeure.

2.37.5   County Termination for Contractor Breach: In the event of termination by the County due to a Material Breach by Contractor, then the County may complete the Project itself, by agreement with another contractor, or by a combination thereof. In the event of any Material Breach by Contractor, which Breach shall not have been cured as agreed to between the County and the Contractor, the County shall have the ability to pursue the County's rights at law.

2.38   Currency:

Unless otherwise noted, all references to payment amounts in this Contract are in U.S. dollars.

2.39   Waiver:

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract.

2.40   Remedies:

The remedies provided in this Contract are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

2.40.1   <u>Software</u>: In the event of Software failure as set out in the General Provisions above, the County shall have the right to one or more of the following non-exclusive remedies: (a) Contractor provide engineering/technical support on site at the County's location, if necessary for resolving the problem causing the breach. The County has the option to assign one or more of its full time employees to assist Contractor's engineer/technician(s) in repairing the problem. Contractor retains copyright and all ownership rights to the source code and any changes made during this period if such repair involves software. The County agrees to maintain confidentiality of the source code and all residual know-how and knowledge that may be transferred to County employees as a result of this effort; however, , at the County's sole discretion; or (b) the County may terminate this Contract in its entirety or solely as to the affected Change Order and exercise the remedies included in this Contract, in the County's sole discretion.

2.41   Severability:

Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the County and its successors and assigns.

2.42   Rolling Estoppel:

Unless otherwise notified by Contractor, it shall be understood that the County shall have met all its obligations under the Contract. The County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiency and Contractor identifies the specific deficiency in the County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of Contractor.

2.42.1   Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

2.42.2   In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the County's project manager can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

2.42.3   If the problem is one that allows Contractor (within the terms of the Contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the Change Order or Amendment procedure.

2.43   Business License:

Contractor shall register for a Washington State business license and a Vancouver City business license prior to beginning work under this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law.

2.44   Packaging:
All packaging should be minimized to the maximum extent possible without compromising product quality. The County encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.

2.45   Cooperative Purchasing:
Pursuant to RCW 39.26.060, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any product, equipment, or service covered under this Contract at the same prices as are specified in this Contract for purchase by the County, under the same terms and conditions to all public agencies in the State of Washington.

2.46   News Releases and Public Announcements:
Contractor shall not use the County seal or other representations of the County in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the project without the express written approval of the County, such approval not to be unreasonably withheld. Contractor shall not use the County seal without specific written permission from Clark County.

2.47   Survival:
All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Contract; limitation of liability; and obligations to make payments of amounts that become due under this Contract shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect. Nothing in this Contract shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the County and the Contractor and with the prior written approval of the County Attorney's office. As stated in section 2.24.4.3.

2.48   User Conferences:
Vendor shall waive the registration fees for five (5) years for the Vendor's User Conference for three (3) County employees.

3. COUNTY FACILITY ACCESS

3.1   Access to County Facilities:
Contractor agrees that Contractor's physical or remote access to the County facilities shall be subject to the security interests and controls necessary to protect public property, and the County shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems. The County and Contractor agree that direct access to the facilities or remote access are required for the completion of Contactors

responsibilities under this Contract. County's denial of access to county facilities or remote access required by Contactor to provide contracted services shall be included in any time computation related to the delivery of support or maintenance services. Contractor diagnostics and provision of support services cannot commence until access is provided. Contractor shall not be liable for any delays related to the provision of warranty, support or maintenance services to the county as a result of inhibited access to county facilities.

3.2   Protection of Persons and Property:

3.2.1   Property: Contractor agrees to take reasonable steps to protect the County's property from injury or loss arising in connection with Contractor's performance of this Contract.

3.2.2   OSHA/WISHA: The Contractor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under this Contract will conform to and comply with said standards and regulations. The Contractor further agrees to indemnify and hold harmless the County from all damages assessed against the County as a result of the Contractor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this Contract to so comply.

3.2.3   Persons: Contractor and the County shall each take reasonable precautions for the safety of employees and shall each comply with all applicable provisions of applicable laws to prevent accidents or injury to persons on, about or adjacent to any premises where work is being performed.

3.2.4   Cleaning Up: Contractor shall ensure that project work sites are maintained in a clean and orderly fashion. Immediately after completion of the work, Contractor shall clean up and remove all refuse and unused materials resulting from the work. Upon Contractor's failure to do so within twenty-four (24) hours after having been notified in writing by the County, the work may be done by others at the direction of the County and the cost thereof charged to Contractor and deducted from any payments due.

3.2.5   No Smoking: Contractor shall not allow Contractor's or sub-Contractor's employees to smoke inside any County facilities, except as may be explicitly permitted by the County.

3.2.6   Security and Access Restrictions: Access to County facilities will be restricted to personnel who have received a security clearance from the County. Access may also be restricted with respect to the time and day. Restricted access shall not result in additional charges to the County for overtime or schedule delays. However, the County shall provide to Contractor and its agents access to its facilities, information and equipment as is reasonably necessary for Contractor to perform its obligations under this Contract. Any County property furnished to Contractor shall be used only for the performance of this Contract.

3.2.7   Storage of Materials: It shall be Contractor's responsibility for storage of any materials and the County will not be responsible for loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes unless such loss or damage results from negligence of the County.

3.2.8   Risk of Loss: The Contractor shall bear the risk of loss or damage to the purchased hardware during the period of transportation and storage until acceptance.

3.2.9   Loss or Damage: Contractor shall be responsible for any loss or damage to County property which results from Contractor's acts or omissions or from the failure on the part of Contractor to maintain and administer in accordance with sound management practices that property. Contractor will ensure that the property will be returned to the County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted.

Upon the loss of, destruction of, or damage to any of the County property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that property from further damage.

4. ACCEPTANCE TESTING

4.1 **Right to Perform Acceptance Testing:**
Prior to Accepting the System, the County shall have the right to perform Acceptance Testing. Acceptance Testing shall be completed at County-designated facilities using the System software and County Infrastructure and data (if County-Hosted) or the Infrastructure/data located at the Contractor's designated Contractor-hosted site.

4.2 **Obligations of Contractor in Acceptance Testing:**
Contractor shall cooperate with the County in the development of Acceptance Criteria and the Acceptance Test Plan that shall codify and set forth the location, date, and other specifications of the Acceptance Tests. Specifically, Contractor shall provide the following Services and material:

    4.2.1   Sufficient training for County personnel to create and maintain Acceptance Test Scripts with the assistance of the Contractor and,

    4.2.2   Qualified Contractor staff to assist County personnel to complete the required Acceptance Testing, and

    4.2.3   Non-System equipment, software and system documentation required to complete Acceptance Testing.

4.3 **Acceptance Criteria and Acceptance Test Plan:**
The County and Contractor agrees to establish the Acceptance Criteria in writing in an Acceptance Test Plan for the purpose of conducting Acceptance Testing. Acceptance Criteria and the detailed Acceptance Test Plan shall be finalized and agreed by Contractor and the County, and shall be incorporated into the Statement of Work and thereby into this Contract.

The Acceptance Test Plan shall include the following types of Acceptance Tests, each of which shall be considered successfully completed when the County issues a Certificate of Acceptance for all the specific Products or Deliverables tested:

4.3.1 Installation Acceptance Testing shall include installing and configuring System Equipment at its final/permanent locations along with verifying the connectivity of all System components. System Equipment and Equipment components must perform within Original Equipment Manufacturer (OEM) specifications and the Specifications set forth in this Contract for the Installation Testing to be considered successfully completed.

4.3.2 System Configuration Acceptance Testing shall demonstrate that the System operates as specified in the System Configuration Acceptance Test Plan developed and accepted by the Contractor and County project managers as part of the project planning after Configuration specific to the County (e.g., custom fields, fee schedules, validation tables, Contractor customization, workflow processes implemented, interfaces, mobile components, citizen portal, etc.) have been configured or developed as appropriate. System functions must perform as specified in the Contract; components integrated, and the System customized and configured as required for the System Configuration Testing to be considered successfully completed.

4.3.3 Data Conversion Acceptance Testing shall demonstrate that the System operates as specified in the Data Conversion Acceptance Test Plan developed and accepted by the Contractor and County project managers as part of the project planning phase, after data (e.g., historical data, documents, system tables, fees, etc.) have been converted to the new system. System functions must perform as specified in the Contract after County selected information in the existing Jail Management system has been successfully converted into the System for the Data Conversion Acceptance Testing to be considered successfully completed.

4.3.4 User Acceptance Testing shall demonstrate the correct operation of the System's functions as specified in the User Acceptance Test Plan developed and accepted by the Contractor and County project managers as part of the project planning, including all of the Interfaces, System configurations, data conversion, mobile components, citizen portal, security, fees, and workflows, etc. System functions must perform as specified in the Contract for the Functional Acceptance Testing to be considered successfully completed.

4.3.5 Failover and Throughput/Projected Load Acceptance Testing shall include placing a load on the installed System comparable to the maximum anticipated System load and demonstrating over a specified time period that the System Response Times users would experience are compliant with the requirements in the Contract. System Response Times must meet the metrics in the Specifications during the peak System loads experienced during the Throughput/Projected Load Acceptance Testing and the Failover Testing must be successful for this test to be considered successfully completed.

4.3.6 Reliability Acceptance Testing includes operating and monitoring the complete System in a live production mode for a period of forty five (day) days consecutive Calendar Days during which the System performs without any major failures of Equipment (provided by Contractor), Software, and/or System functions and capabilities for the Reliability Testing to be considered successfully completed. Major Failures are defined as System failures that result in a Level 1 or Level 2 Severity System Error as defined in Exhibit E – EIS Annual Software Maintenance Agreement, of this Contract. The County's use of the System during the Reliability Testing period shall not be interpreted as Acceptance of the System by the County. The System repair and Maintenance procedures in effect during the Reliability

Testing must be the same repair and Maintenance procedures that will be in effect during normal System operation after Final System Acceptance. Because the System will be in production mode during the Reliability Testing period, the Contractor will not be afforded full access to the System to fix any encountered problems. Forced shutdowns of the System to replace or gain access to failed components must only occur with the express written permission of County representatives. This access may not be granted until proper arrangements have been made to secure System databases and work in progress and to ensure that production is not adversely affected. Failures that are not attributable to the System as provided by the Contractor are not charged against the Acceptance Testing period. If such Failures occur, the Acceptance Test will be suspended until the problems are corrected.

After the condition that caused a Major Failure is remedied, the Reliability Testing period is restarted from the beginning and the System must operate for another forty five (45) days) successive Calendar Days without any major failures for the Reliability Testing to be considered successfully completed.

4.3.7   The County will issue Final System Acceptance only after the successful completion of all of these individual Acceptance Tests and the Reliability Acceptance Test. Until receipt of Final System Acceptance from County, Contractor reserves complete and exclusive access rights to the system to provide any repair, replacement or remedy as deemed necessary by the Contractor, or as required to bring the system into compliance with the Final Acceptance Test criteria. Contractor may, at its sole discretion, perform any action necessary to remedy the system or portion of system causing failure.

4.4   Procedure and Timetable:

Unless otherwise specified in the Statement of Work, the following procedures will be used for Acceptance Testing and are applicable to Acceptance Tests for single Deliverables or Products, components of the System, and the Reliability Acceptance Test:

4.4.1   The County shall commence Acceptance Testing no later than thirty (30) Calendar Days after receipt of a Deliverable;

4.4.2   Contractor shall provide, at no additional cost, reasonable and appropriate support, assistance, and consultation regarding the System to facilitate Acceptance Testing as provided in the Statement of Work;

4.4.3   Unless mutually agreed in writing by the County and the Contractor, Acceptance Testing for a specific Deliverable shall not exceed thirty (30) Calendar Days or other period as specified in the Acceptance Test Plan for a specific Deliverable or Acceptance Test. The County will make all reasonable efforts to complete the Acceptance Test within the time period specified. If errors are found in the software that result in receiving a fix from the Contractor, the clock will begin again giving the County thirty (30) Calendar days from receipt of the fix to perform testing. If the Acceptance Test is successful the County shall issue a Certificate of Acceptance, a sample of which is attached as Exhibit F.

4.5   Failure of Acceptance Test:

The County will notify Contractor if a Deliverable or a portion of a Deliverable or the System fails to pass an Acceptance Test and will specify in reasonable detail the identified Failures and possible reasons for Failure. After County's notification, Contractor shall correct the Deliverable, or the affected portion, within ten (10) business days, or other period as mutually agreed upon in writing, and notify the County that the correction has been completed. After Contractor's correction notification, the County shall perform a second Acceptance Test. If the Deliverable, or portion of the Deliverable, fails to pass the second Acceptance Test, the County shall notify Contractor in writing, and the Contractor shall have a subsequent correction period of ten (10) business days to correct the Deliverable. If the Deliverable, or portion of the Deliverable, fails to pass the third Acceptance Test, the County shall notify the Contractor in writing, and the County may, in its sole discretion: (a) terminate the Contract or Statement of Work or Change Order with no further liability; (b) request Contractor to replace the Deliverable or defective portion of the Deliverable at no additional cost to the County, (c) request Contractor make further corrections to prepare for retesting again; (d) accept the Deliverable at a reduced cost to be negotiated between the County and the Contractor; or (e) issue an Acceptance Certificate entitled "Acceptance with Exception(s)."

4.5.1   If the County issues an "Acceptance with Exception(s)" the County will list the exception(s) and the date for Contractor's correction. If exceptions are corrected by the listed date(s), the County agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the County will issue a Certificate of Acceptance.

4.5.2   If a Deliverable fails a second Acceptance Test (or in the event of a single Acceptance Test) in no event shall there be an increase to the original price agreed to by the County and the Contractor for the System.

4.6   Revocation of Acceptance:

The County shall have the right to revoke "Acceptance with Exception(s)" if the County granted an "Acceptance with Exception(s)" based on Contractor's commitment to correct the Error within a reasonable period of time, but the defect has not been so corrected.

The County shall also have the right to revoke Acceptance if the County accepted the System or the Deliverable without discovery of the defect, and the Acceptance was reasonably induced by Contractor's assurances or by the difficulty of discovery of the defect before Acceptance. Revocation is effective only if it occurs within a reasonable time after the County discovers or should have discovered the reasons for revocation.

4.7   No Waiver:

Acceptance shall not relieve Contractor from its responsibility under any Warranty. Payment for Products, Services, or the System does not constitute Acceptance nor does it constitute a waiver of any Warranty applicable to the County.

5. PUBLIC CONTRACTING

5.1   Public Contracts:

Contractor shall observe all applicable state and local laws pertaining to public contracts. RCW Title 39 Public Contracts and Indebtedness, requires every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this Contract, as applicable:

5.1.1   Pursuant to RCW 39.04.250, on every public contract, Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the Contract.

5.1.2   Pursuant to RCW 49.46.130 (1), Except as otherwise provided in this section, no employer shall employ any of his or her salaried employees for a work week longer than forty hours unless such employee receives compensation for his or her employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he or she is employed.

6. TRAVELS

6.1 Reimbursement:
Contractor travel and living expenses related to the performance of this Contract by Contractor personnel have been included as part of the implementation services and are fully included within this Contract for the services provided within the Statement of Work. Contractor will not bill County for travel or living expenses, including air travel, rental car/surface transportation, lodging, meals, and incidental or entertainment expenses.

7. EXECUTION

This Contract may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic, digital or electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, the County and Contractor have caused this Contract to be executed.

CONTRACTOR

By: Adam Missler
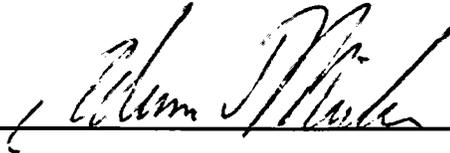
Title: Vice President of Sales

Date: 3/18/2015

CLARK COUNTY

By:

Date: March 24, 2015

Approved as to form only:

Deputy Prosecuting Attorney

Attest:
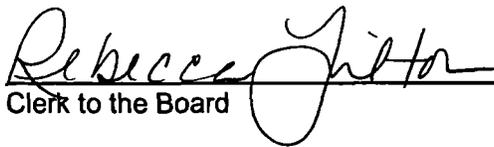
Clerk to the Board

8. LIST OF EXHIBITS

Exhibit A: Contractor's Price

Exhibit B: Contractor's Response to County RFP #669

Exhibit C: Statement of Work

Exhibit D: EIS Software License Agreement

Exhibit E: EIS Annual Product Support Agreement

Exhibit F: County RFP # 669 (including any addenda issued)

Exhibit G: Sample Change Order

Exhibit A: EIS Pricing Proposal

Rev. 2 - 2/28/2015

Between:

Clark County, Washington ("County")
And

**Executive Information Services (EIS), Inc.
("Contractor")**

1. SOFTWARE, SERVICES, HARDWARE and ANNUAL SUPPORT PRICING

Licensing Fees	$ 535,500.00
INSTALLATION SERVICES	$ 309,625.00
HARDWARE (4 Cameras)	$ 8,000.00
TOTAL ONE TIME INVESTMENT	**$ 853,125.00**

ANNUAL SUPPORT/MAINTENANCE

YEARS 1-6 $ 428,400.00

Support Matrix

ANNUAL SUPPORT AND MAINTENANCE FEES*	STANDARD FEE	DISCOUNT	TOTAL
* DUAL SERVER SUPPORT			
YEAR 1 - 12 Month Warranty	Included		
YEAR 2	$ 107,100.00	20%	$ 85,680.00
YEAR 3	$ 107,100.00	20%	$ 85,680.00
YEAR 4	$ 107,100.00	20%	$ 85,680.00
YEAR 5	$ 107,100.00	20%	$ 85,680.00
YEAR 6	$ 107, 100.00	20%	$ 85,680.00
YEAR 7	$ Year 6 Total + CPI	0%	TBD

TOTAL PROJECT   **$ 1,281,525**

Project Payment Schedule

Milestone	Invoice	Holdback
Milestone 1 - 25% on contract execution (less 10% holdback)	*$213,281.30*	*($21,328.13)*
Milestone 2 - 20% on acceptance of a project plan (less 10% holdback)	*$170,625.00*	*($17,062.50)*
Milestone 3 - 30% on Software Acceptance (less 10% holdback)	*$255,937.40*	*($25,593.74)*
Milestone 4 - 25% on go Live (less 10% holdback)	*$213,281.30*	*($21,328.13)*
Milestone 5 –10% Holdback released on Final acceptance		*$85,312.50*

Exhibit C: CLARK COUNTY JMS STATEMENT OF WORK

Rev. 7 - 3/5/2015

TABLE OF CONTENTS

STATEMENT OF WORK

Clark County

Purpose

The purpose of this document is to define the software and services being provided by Executive Information Services, Inc. (EIS) pursuant to contract with the Clark County (CC), WA.

The following Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of an integrated Jail Management System to support Clark County (hereinafter called the "CC") jail/corrections management operations. The system will be composed of the following primary software components, with the installed software being the latest software release that is available at the time of installation. Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems.

Deliverables Overview

The Project Task Section of this document lists and defined the project deliverables that EIS will provide.

- **Project Organization.**

  o An EIS Project Manager will be assigned to this project. EIS will designate a senior project manager for the duration of the project as the direct point of contact for the CC.

- **Customer Organization Meeting**

  o EIS and CC project teams meet to further define the project, review the deliverables, CC hardware requirements, and establish an implementation schedule and procedures.

- **Project Specification and Implementation Plan**

  o CC and EIS develop and accept a functional Project Plan. The Project Plan will include a project synopsis, project organization and staffing, overview of deliverables, implementation schedule, training plan, data conversion plan, and cut-over and live operation plans.

  o The Project Plan is jointly developed by the EIS Project Manager and CC Project Manager, and mutually approved.

  o It is estimated that the full implementation will require approximately fourteen (14) months from date of order. Due to the scope, the implementation may be phased to accommodate individual CC schedules and EIS resources.

- **System Preparation**

  o EIS Development Staff will configure the CC system to the agreed deliverables and complete any required custom programming and configuration tasks as specified in the project plan.

  o EIS deploys contracted interfaces in accordance with the interface specifications.

  o Complete an initial test data conversion.

- **Installation and Configuration**

  o Installation and Configuration phase is done on site at the CC and consists of a concentrated functional review workshop, followed by review sessions as specified in the project plan.

- o EIS will install the system and required interfaces on the customer site.

- o EIS will train the designated CC system administrators in the JMS system, theory and use.

- o EIS and CC staff will configure the data tables, workflow, and processes.

- o Perform Data Conversion Testing. Validate and test data conversion for completeness and accuracy.

- **Customer Validation and Testing**

  - o Perform Functional Acceptance Testing. JMS system installed and operational at CC, for an agreed upon period of time, providing an environment for CC to define internal operations and validate the system for operation.

  - o CC will develop any in-house required procedures or policies for operation of the new system.

  - o Complete Configuration Acceptance test with CC, live operation transition is scheduled.

- **Live Operation**

  - o EIS arrives on site and completes any required updates.

  - o CC JMS users are trained on the use of the system and training documents are provided.

  - o EIS completes specialty training including, but not limited to, SQL Reports (SSRS)

  - o Final data conversion is completed and the system converts to live operation.

  - o EIS and CC project managers complete the acceptance testing and signoffs.

  - o EIS provides start-up support and go-live assistance.

- **Hardware**

  - o Selected Hardware Equipment as specified in the pricing proposal.

- **System Software**

  - o Jail Management software suite and supporting applications, interfaces and customizations as listed in this document and in accordance with the detailed responses provided by EIS in association with the items detailed in the SOW.

  - o M2 message switch and interface to the State of Washington WACIC/ACCESS system. This interface will provide general and integrated inquiry response capabilities for the other subsystems.

  - o PocketJMS software to be installed on CC provided wireless hardware.

  - o JMS Pre-Booking software.

- **Data Conversion**

  - o CC CMS – Inmate data migration

  - o TFP Inmate mugshot system – Inmate image migration

- **Interfaces**

  - o Interfaces to Third Party Systems as Itemized within the interface task elements presented in this SOW.

- **Training Services**

  - o Training as agreed in the Implementation Plan, within the training hours purchased by the CC;

- o Administrator,
- o End User
- o Specialty (SSRS)

- **System Documentation**
    - o Specified System documentation. All documentation to be delivered in electronic form by loading into the software. Documentation will not be provided in printed form or on portable media.
    - o JMS Users Guide
    - o JMS Training Guide
    - o JMS Supporting specialty manuals (as developed)

Additional Project Information

Substitute Products

EIS, Inc. reserves the right, as part of the requirements stated herein, to provide products and services of equal or better quality, of comparable value and certified for operation with EIS systems that are available at the time of installation or delivery. These substitutions will be at no additional cost to the CC, unless the scope of the project is modified by change order. Deviations and changes to this SOW are subject to mutual agreement between EIS and the CC. Any substitutions proposed by EIS must be accepted, in writing, by Clark County.

Training Information

The CC must provide a training location with at least 15 workstations for training that meet the minimum hardware requirements for JMS. The training location must be free of distractions and scheduling of staff must be uninterrupted for the duration of the training.

The training schedule will be drawn up as part of the Implementation Plan with assistance from the CC Project Manager.

Training assignments will be the responsibility of the CC with input from EIS staff on who should be trained on which modules. The CC will be responsible to coordinate CC personnel to attend scheduled training sessions. Training to include:

1. JMS Administrator Training.
2. Direct End-User training for all users of the system within the CC.
3. System documentation, including user manuals, application notes with rights to reproduce within the agencies.

System Interfaces

Each system interface will be developed and deployed in accordance with the EIS interface specifications accepted by the CC. Once accepted, the development interface specification will be the presiding document and be incorporated into the contract forthwith. All interfaces are subject to dependencies and are partially reliant on factors beyond the control of EIS. As such, the deliverable items related to all interfaces are directly dependent on the availability of external resources (connections to foreign systems, data, and other external components). The

JMS interfacing will be dependent on the JMS software up and fully running before a successful interface can be completed by EIS. Delays related to the required dependencies are not the responsibility of EIS.

All interfaces with other products will be completed as quickly as possible, however without the cooperation of the third party software vendors, implementation could be delayed. This would not be the responsibility of EIS and outside the scope of the SOW.

Change Control Procedures

Either EIS or CC may request changes to this Statement of Work at any time. Because such changes could significantly affect the cost, schedule, or other critical aspects of the work being performed, both CC and EIS must approve each change request in writing.The following change control procedure will be used except as superseded by mutual agreement or other binding procedures:

1. A Software Change Request" (SWCR)) prepared in a form and format acceptable to both CC and EIS will be the vehicle for communicating change.

2. A SWCR must describe the requested change, the rationale for the change, and any anticipated effect the change will have on the contract and/or the work performed under the contract.

4. CC and/or EIS should complete all reviews and officially approve or reject an issued SWCR within five (5) business days of receipt.

5. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all SWCRs will occur via resolution process mutually selected by and agreeable to CC and EIS.

Custom/Project Software Development

The project does include software development services specifically related to deliverable components referenced within this Statement of Work. All development work is performed to modify or enhance existing functions provided within the EIS application software. All software modifications, enhancements or reports developed as part of this project are incorporated into the commercial JMS product licensed from EIS and is fully owned by EIS, Inc. No software modifications, enhancements or reports developed as part of this project shall be construed as a "Work for Hire".

Other Issues

The CC is responsible to provide all hardware that conforms to the minimum requirements as outlined by EIS (See EIS publication on minimum hardware standards).

Exclusions

EIS implementation is limited to software and services only (and any specifically denoted hardware). Any hardware, communications circuits, system software, or other third party components not explicitly itemized herein or on related purchase documents are excluded.

Project Organization and Management Tasks

Task PO 1: Project Management

Objective: EIS and CC assign project managers for the duration of this project.

Task Description:

Both CC and EIS will designate a project manager who will direct the efforts and serve as primary point of contact for the project.

Responsibilities:

EIS will designate a Project Manager who will direct EIS's efforts and serve as the primary point of contact for the CC. The responsibilities of the EIS Project Manager include:

a) Maintain project communications with the CC's Project Manager.

b) Manage the efforts of EIS staff and coordinate EIS activities with the CC's project team members.

c) Resolve deviations from the Project Schedule.

d) Monitor the project to ensure that support resources are available as scheduled and as identified in the project plan.

e) Coordinate and oversee the installation of all licensed EIS application software.

f) Review and administer change control procedures through the CC's Project Manager, commonly referenced as a "Software Change Request" (SWCR), issued by the EIS Project Manager.

g) Conduct status meetings via telephone or email with the CC's Project Manager, as reasonably required, to discuss project status and prepare status reports as necessary.

h) Provide timely responses to issues related to project progress raised by the CC's Project Manager.

Working with the CC Project Manager, develop and maintain a Project Task List to identify project tasks and deadlines.

CC will designate a Project Manager who will direct CC's efforts and serve as the primary point of contact for the CC. The responsibilities of the CC Project Manager include:

a) Maintain project communications with EIS's Project Manager.

b) Identify the efforts required of CC staff to meet the CC's task requirements and milestones in the Statement of Work and Project Schedule.

c) Review the preliminary Project Schedule with EIS's Project Manager and assist EIS in developing a detailed Project Schedule defining the detailed tasks and a schedule of EIS and CC responsibilities.

d) Measure and evaluate progress against the Project Schedule.

e) Monitor the project to insure that CC support resources are available as scheduled.

f) Attend status meetings with EIS's Project Manager.

g) Provide timely responses to issues related to project progress raised by EIS's Project Manager.

h) Liaison and coordinate with other CC agencies, other governmental agencies and the CC's contractors.

i) Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.

j) Approve payments in a timely manner.

k) Ensure that all appropriate CC personnel attend and actively participate in all project activities.

l) Assign one or more personnel who will work with EIS staff as needed for the duration of the project, including at least one system administrator, one database administrator and a command staff representative from the Sheriff's department that can make policy decisions.

m) Work with EIS personnel in designing and approving a project task list as mentioned in the EIS Project Manager Responsibilities.

n) Provide building access to EIS personnel to all facilities where the system is to be installed during the project. Identification cards should be issued to EIS personnel if required for access to CC facilities. **Access must be available 24 hours a day during the course of this project with required escorts when necessary**. EIS acknowledges that access to County facilities will be governed by the requirements defined in section 3.1 of the Master Contract.

o) Provide adequate workspace for EIS personnel to include desks, chairs, worktables, telephone with long distance access, color printer access, and DSL or faster internet connections access is limited to county policy, vendors must adhere.

p) As applicable to EIS's installation, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to the required permits.

q) Provide contact names and telephone numbers for the appropriate agencies.

r) Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service. Ensure a safe work environment for EIS personnel. If problems are encountered with hazardous materials, EIS will immediately halt work and the CC will be responsible for the abatement of the problem or EIS and the CC will jointly come to a mutual agreement on an alternative solution. EIS will be excused from timely performance of its obligations pending such resolution.

Dependencies:
Assignment of Project Managers.

Completion Criteria:
This task is considered complete when CC and EIS assign their designated Project Managers.

Task PO2: Project Definition and JMS Functional Review Workshop

Objective: Review EIS JMS Functional Design and define CC Operational Requirements.

Task Description: EIS project staff will meet with CC assigned project team members and stakeholders to provide a project overview to discuss project expectations, and to review intended outcomes. The purpose of this task is to review the functional capabilities of the system software and contracted services to insure that customer CC personnel understand the conceptual details of the systems and have a grasp of the systems operational parameters. EIS will discuss the intended use of each provided operational module with CC personnel, define extended system parameters and other information that will be required to allow EIS to configure the system for installation at the customer site. Review the CC operational procedures and identify any CC-specific requirements to meet general system level State Reporting requirements and other identified system operational requirements. Review data conversion approach.

Responsibilities:

EIS will:

    a) Review the operational and business requirements of the CC.

    b) Conduct a review with CC of EIS JMS functionality based on current EIS JMS Design Specifications.

    c) Obtain, with CC's assistance, state standards and requirements applicable State level Reporting.

    d) Summarize outstanding items and provide a definitive project schedule.

CC will:

    a) Assign appropriate CC personnel to attend the functional review session.

    b) CC's JMS database administrator will attend the functional review session.

    c) Provide assistance to EIS in obtaining the state standards and requirements.

    d) Provide acceptance of EIS JMS Design specifications and general system reporting specifications.

    e) Participate in the review of the EIS JMS functionality, based on the current or proposed EIS Design Specifications.

    f) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

    1. Deployed EIS JMS Server software to CC production machines.
    2. Deployed JMS workstation software to workstations to be used during the review session.

Completion Criteria:

This task is considered complete when EIS has provided the on-site JMS Review Workshop session, and provided CC with a documented review of EIS JMS functionality, state reporting requirements, and identified enhancements discovered as part of the workshop as a project software configuration document.

Task PO 3: Project Organization Meeting

Objective: Hold Project Organization meeting with designated EIS and CC staff.

Task Description: Project Planning and Organization tasks include the establishment of the EIS and CC project managers, project team and the provision of a Project Kickoff/Organization Meeting. This activity also identifies and communicates specific project tasks to be undertaken by EIS and CC. Timeframes will be established for the development of related project management deliverables under this Statement of Work, including the Project Plan.

The initial project organization meeting is a facilitated work session designed to establish project organization and reporting and to set initial parameters on the overall project implementation. A key objective of this meeting is to provide implementation assistance to CC personnel and answer outstanding questions and concerns related to the project.

The objectives of this task are:

- To introduce all project participants and review roles of key participants;

- Review contractual requirements and overall scope of the project;

- Answer key customer questions and address concerns related to the project;

- Establish a clear chain of communication, authority and reporting procedure.

- Review resource and scheduling requirements;

- Review and collect interface data;

- Review the implementation procedures and establish a general timeline for the project to include any known administrative delays that may affect project implementation.

- Finalize Hardware Requirements to support the JMS system.

- Site Tour;

- Acquire information sufficient to begin the development of the following project plans;
  - Implementation Plan
  - Responsibility Matrix
  - Training Plan
  - Acceptance Test Plan
  - Interface Plan
  - Conversion Plan

Dependencies:

Executed and accepted contract.

Completion Criteria:

This task is considered complete when the on-site Project Kickoff Session has been held with EIS and CC representatives in attendance.

Task PO 4: Hardware Requirements and Site Preparation

Objective: Validate and finalize the CC's hardware and third-party software requirements.

Task Description:

EIS will verify that CC has met all the hardware requirements, operating system requirements, network, access points and third-party software for the JMS system. Task will be performed at the project organization meeting.

Responsibilities:

EIS will:

a) Verify with CC personnel the recommended computer processor(s), operating system software, third-party software, all associated workstations, printers, communications and related components.

b) Verify with CC the network topology and configuration requirements.

c) Verify with CC the server installation and support processes utilized by the CC.

d) Verify the provision of remote access to CC servers by EIS installation and Support staff.

CC will:

a) Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.

b) Review the final hardware and operating system software configuration with the EIS project team.

c) Order hardware as determined and notify EIS as to delivery and installation schedules.

d) Certify the CC provided hardware is installed and ready for use as determined in the project organizational meeting.

Dependencies:

CC IT resources, including:

> Network/Network Security
> DBA
> Desktop Support
> Server Support.

Completion Criteria:

This task is considered complete when the final hardware and operating system software configuration is complete and approved by the CC and EIS.

Task PO 5: Develop Project Schedule Document

Objective: Establish and deliver the Project Schedule as a working document.

Task Description:

The objective of this task is to finalize the **preliminary** Project Schedule. The Project Schedule will be finalized and mutually agreed upon between the parties.

EIS will:

a) Review with CC personnel the identified implementation tasks, priorities, inter-dependencies and other requirements needed to establish the Project Schedule.

b) Prepare the Project Schedule document and deliver the first version of the implementation and training plan to the CC.

c) Assume accountability for all EIS supplied tasks within the Project Schedule.

CC will:

a) Work with EIS staff to finalize the Project Schedule.

Dependencies:

Completion Criteria:

This task is considered complete upon completion of the preliminary project schedule as mutually agreed between EIS and CC.

Project Plan

Task PP 1: Project Plan

Objective: EIS Project Manager will develop a Project Plan and deliver to the CC for approval.

Task Description:

The EIS Project Manager will write and submit a detailed Project Plan to the CC for approval. The Project Plan will include the following:

- A project synopsis with key objectives and goals of the new systems.
- A reiteration of the project organization and staffing.
- An abbreviated list of contract deliverables as outlined in this SOW.
- An initial implementation schedule showing key milestones and installation sequences.
- A training plan that will lay out the training requirements in hours, schedule, training facilities, and responsibilities. The actual scheduling of personnel will be done at a date closer to the Training and Live Operations phase.
- A data conversion plan.
- A cut-over plan for go-live operations.

Responsibilities:

EIS Will:

a. The EIS Project Manager will write the Project Plan and deliver to the CC Project Manager for review and approval.

CC Will:

a. The CC Project Manager will review and approve the Project Plan.

Dependencies:

Completion Criteria:

This task is complete upon acceptance of the initial project plan by CC project manager.

Task PP 2: Acceptance Test Plan

Objective: EIS Project Manager will work with the CC project team to develop an "Acceptance Test Plan" and deliver to the CC for approval. The successful completion of the Acceptance test plan will constitute "Final" system acceptance.

Task Description:

The EIS Project Manager assist the CC in the development of the system acceptance criteria and the "Acceptance Test Plan" that will detail the procedures to be utilized for the acceptance tests, test plans will include:

a) Installation Acceptance Test Plan – Certification of the initial baseline software deployment.

b) Functional Test Plan – Certification that the system is configured according to deployment specifications, including CC specific configurations and customizations.

c) Data Conversion Acceptance Test Plan – Certification that the data conversion has been completed in accordance with the data conversion plan.

d) Interface Test Plan – Certification that the deployed interface is operational according the development and deployment specifications (provided per interface).

e) Reliability Acceptance Test Plan – Certification that the deployed system will adhere to mutually agreed on reliability standards within a defined period of time following the commencement of system operations.

Responsibilities:

EIS Will:

a. The EIS Project Manager will assist the CC Project Manager in the development of the "Acceptance Test Plan" for review and approval.

b. Coordinate all EIS resources as required in the development of the related plans.

CC Will:

a. The CC Project Manager will review and approve the Project Plan.

Dependencies:

Completion Criteria:

This task is considered complete upon mutual acceptance of the written "Acceptance Test Plan" by EIS and CC project manager(s).

System Preparation

Project Configuration and Development Tasks

Task Dev 1: JMS Configuration and Development

Objective: EIS to provide configuration/modifications to the core JMS product as part of the deployment to meet CC operational objectives.

Task Description:

EIS will provide the following system configuration/customizations to the core JMS product as already discussed with CC. As part of the installation activities, EIS will work with the CC to develop a final system configuration/customization specification.   All modifications will be incorporated into the base JMS product.

Functional Modifications Include:

General JMS

1. Definition of the CC workflow via the module tree presented within the primary JMS system.

2. Provide a record sealing function within the JMS. Must be applicable to either a full booking or individual charge as selected by user.

3. Provide a soundex search capability on inmate names.

4. Enhance booking search data fields.

5. Provide Support for Fillable PDF associated with inmate record.

Pre-Booking

1. Add CC initial inmate intake assessment to the pre-booking module.

2. Add ability for jail to record reason for rejecting inmate for admittance into facility. This section will include the officer, time and date, rejection reason and a free text comments field.

Booking and Booking Complete Screen

1. Provide data fields to record authorization and results of strip search (multiple data fields).

2. Provide booking dashboard/working queue displaying status of Pre-Book. Alerts and other process related data elements to be defined.

3. Definition of the required/desired and optional data field indicators provided on the booking complete screen.

4. Enhance the gang and gang qualifiers data collection to include qualifiers.

5. Include the sex offense waiver and data field to capture whether the inmate is a convicted sex offender (trigger alert).

---

6. Provide data fields to capture inmate's medical insurance information.

Inmate Property Screen

1. Configure application to support facility bags containing inmate property within the storage locations. CC may use up to 4 bags to separate inmate items. Bag 1 clothing, bag 2 general items bag 3 medications, and bag 4 food stamp ("Quest") card.

2. Configure capability to store inmate property in multiple locations.

3. Provide property intake receipt supporting capture of electronic signature.

4. Provide property release receipt supporting capture of multiple electronic signatures.

5. Provide support for imaging inmate's property and associate images with inmate's booking.

Charge Screen

1. Charge Count Resolution with Pre-booking. Versaterm Pre-booking application will provide charging information with counts. As part of the import process, EIS will create an individual charge in the JMS for each count represented in the Versaterm pre-booking record. For example if the Verstatem booking record contains a specific assault charge with 5 counts, the EIS import process will create within the JMS 5 individual instances of the assault charge.

2. Configure charge modifier data field to track DV (Domestic Violence).

3. Configure charge modifier data field to track SM (Sexual Motivation).

4. Configure charge disposition/status field per charge.

5. Provide specific SSOSA data field.

6. Configure statute table to contain specific charge classifications to be used within sentencing calculator to modify good time and work time deductions.

7. Provide data fields to record the inmate's attorney.

8. Provide data fields to record the Prosecuting Attorney.

9. Next court date field entry to generate an inmate scheduled event.

10. Suppress the billing date fields.

11. Autoalert. Generate automatic alerts based on charge selection.

12. System supports sentence adjustments including Credit for time served

Bail/Bond Screen

1. Deploy bond statement report to reflect CC's bond grouping and value calculation protocol.

2. Provide a bail reconciliation report for the superior court – format to be defined as part of implementation process.

3. Provide a bail reconciliation report for the district court and other outside agencies – format to be defined as part of implementation process.

4. Provide capability to accept Bail/Bond for inmates not currently housed within the Clark County jail. Receipt to include charges.

5. Provide capability to accept Bail/Bond for inmates that have never been housed within the CC jail (No previous record exists). Receipt to include charges

6. Provide a bond receipt that will accept 2 -3 electronic signatures (in sequential order).

7. Provide support for DL license reader to populate name information of person posting the bond to the JMS.

Sentencing and Sentence Calculation

1. Configure and deploy initial sentence calculation tool within the sentence screen. Calculator will include sentence parameters associated with the charge and apply the good time and other standard calculated values. EIS will customize calculator to support CC standards.

Inmate Release

1. Provide an agreed upon set of customized SSRS reports associated with the inmate release function. Reports will capture electronic signatures as part of report generation.

2. Configure inmate release dashboard/listing to include the CC required release data clearance elements.

3. Provide function allowing records staff to post inmate to release queue.

4. Configure inmate release dashboard/listing to support secondary verification function by jail records and record secondary validation complete.

5. Definition of the required/desired and optional data field indicators provided on the inmate release screen.

Overcrowding Release

1. Provide a structured query function displaying eligible inmates based on CC defined search characteristics.

Inmate Programs

1. Define and develop programs module to support CC Work Release, Re-Entry, and State work release processes.

Inmate Contact

1. Track contact list date.

2. Add data fields to record reason for restriction (no contact).

Inmate Visitation

1. Track visitor time arrived and credential check.

2. Configure WACIC/Local warrants check in visitor registration component.

3. Provide visitation inmate location assignment queue with display of inmate keepaway information and inmate classification rating.

4. Configure visitor group assignment capability.

5. Configure inmate visitation event by time and location.

6. Provide fields to record inmate's refusal of visitation.

7. Provide license scan capability to populate the visitor's information into the system from standard Washington State Driver's License.

Professional Visitation

1. Track professional credential check and set expiration date, expiration date will include a visual element denoting expired or soon to be expired credential

2. Provide mugshot capture within Professional visitation module.

3. Provide fields to record facilities refusal/suspension of visitation privileges.

4. Configure WACIC/Local warrants at professional visitor registration component.

5. Provide checklist to verify background check.

6. Provide listing of inmates for current visit.

7. Track list of inmates visited. Allows clearing of visitation list if incomplete.

8. Produce CC prof. visitor credential which will include a bar code

9. Track location where visitation with inmate occurs.

10. Provide a SSRS report displaying the number of professional visitors within the facility over a specified period of time. Report filter/grouping parameters to include date range based on facility entry date , visitor type (multi select)

Inmate Housing

1. Provide pod inventory verification tracking component. Provide a user definable listing of specific items to be linked to specific locations within the jail for tracking within the inventory function. Provide additional verification tracking fields.

2. Provide inmate movement queue display formatted for housing officers.

3. Auto-alert. Provide automated alert, that can be altered, creation based on housing location and inmate classification (pc, 2 on 1).

4. Housing locations will be defined per CC specification at 6 levels:

    a. Facility
    b. Pod
    c. Section
    d. Tier
    e. Cell
    f. Bed

Jail and Inmate Logs

1. Enhance jail log to include additional location and user fields specified in configuration specification.

2. Enhance display function to include location, free text narrative search, time and date, and officer filters.

3. Enhance display function to combine jail log, inmate housing changing, inmate movement, and inmate logs events into a single display.

4. Provide a custom SSRS report with user selectable criteria including selectable location, free text narrative search, time and date and officer filters.

5. Provide a specific listing of Jail locations to be used for log purposes not exclusively tied to housing locations.

6. Remove/suspend requirement for username and password feature associated with jail log entry.

7. Provide specific color coding within the JMS log display for defined transaction to provide visual delineation of event in the grid/list view. Color defined based on transaction type.

Inmate Transportation

1. Modify to provide additional data fields to capture destination information.

2. Provide specialized output via SSRS, including inmate images for distribution of transportation officers.

DOC Transport

1. Based on Inmate transport module. Provide a SSRS report based on schedule.

Inmate Incident Reporting

1. Configure data field to record shift information.

2. Provide narrative capability supporting text templates.

3. Provide narrative capability supporting text formatting.

4. Provide structured sanction selection related to inmate infraction series number.

5. Provide ability for sanction/disciplinary selection to update inmate warning indicators.

6. Provide ability for sanction/disciplinary selection to modify inmate sentencing if applicable with loss of good time credit.

7. Collect multiple infractions within a single incident report.

8. Modify the incident review/appeals process to confirm with CC standards.

9. Provide import of previous unresolved incident into current booking.

10. Provide location selection not limited to an inmate housing location.

11. Provide a listing of hearings schedule within 72 hours

12. Provide a SSRS hearing notice letter for inmate.

13. Provide ability to associate images and scanned documents to incident report or supplemental reports within the JMS

Inmate Billing

1. Configure specific data fields within the charge screen to capture and track CC billing information on a per charge basis.

2. Develop a billing report based on the daily rate and billing practices defined by the CC.

3. Develop billing detail on a per inmate basis.

Court Slip Queue

1. Provide a buildable queue (List) of all inmates attending court during the specified period with the capability of removing inmate from queue once court information has been updated by records staff.

2. Provide queue maintenance function to remove inmate from court slip queue if no update from court is committed.

Inmate Classification

1. Configure risk classification questionnaire incorporating the CC's defined questions, based in CC specifications, auto set based on CC parameters. Will allow override settings as needed.

2. Configure inmate assessment based on CC defined questions.

3. Autoalert. Provide automated alert creation based on affirmative answer in inmate classification based on CC specification.

4. Resolve the inmate point rating into inmate classification and update to the inmate classification record. Provide additional data elements to track overrides.

5. Provide inmate history summary report per specifications provided by CC (Inmate history overview).

6. Track judge approval for work release.

7. Provide data fields for displaying Inmate Worker Medical Clearance indicator from the medical system.

Responsibilities:

EIS will:

a. Provide the above configuration changes.

CC will:

a. Review and accept above listed configuration/development changes.

b. Ensure that necessary certifications, approvals and other related issues will be completed by the CC at least ninety (90) calendar days prior to scheduled interface work.

c. Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.

d. Identify in writing each discrepancy between subsystem functionality and the provided EIS configuration/programming documentation.

Dependencies:

1. CC acceptance of EIS provided configuration/development changes.

Completion Criteria:

This task is considered complete when the JMS configuration and development enhancements have been deployed to the CC production instance of the JMS and accepted by the CC project manager.

Task Dev 2: Jail Report Development

Objective: Develop and deliver departmental report/output and system printouts as determined in accordance with the contract and as agreed to during the system configuration review.

Task Description:

EIS will review with the CC the departmental report/output and system printouts currently utilized by the CC during the pre-implementation review sessions. The purpose of this review is to identify those report/output and system printouts that must be created by the JMS system in a reasonable facsimile of existing report formats, and those where a change to the output would better serve the usefulness of the form and be more consistent with electronic reporting standards. Each form will be reviewed in accordance with the relevance of the form to the agencies standard operating procedures and the ability of the JMS to generate the format with available system data. EIS will either provide a reasonable facsimile of those CC specific report/output and system printouts utilized or provide specific recommendations for modifications as system output from the information contained within the JMS system.

Note: Custom formats will only be provided for report/output and system printouts that are to be generated from information contained within the JMS as a specific system output. Field based issuance report/output and system printouts and data collection report/output and system printouts will not be generated by the system as these report/output and system printouts are utilized either outside of the context of the JMS or prior to relevant data being entered into the JMS. Data provided on the form will be limited to data currently available within the system.

Responsibilities

EIS will:

      a)   Schedule and participate in meetings and/or teleconferences to define the requirements of the departmental report/output and system printouts.

      b)   Determine the linkage between available JMS data fields and required output form fields.

CC will:

      a)   Provide information to EIS regarding the various departmental report/output and system printouts.

Completion Criteria:

This task will be completed when the listed departmental report/output and system printouts have been created, deployed, verified and accepted by CC.

Hardware Tasks

Task HW 1: Review JMS Production Server Hardware

Objective: Review and accept the production level, CC provided server configuration as ready to receive application software.

Task Description:

Objective involves reviewing the server environment provided to ensure appropriate integration with CC network, installation and configuration of appropriate system software, including: Server OS's, Service packs, SQL database software, MSMQ, .NET frameworks, IIS and other components as specified by EIS installation group.

Access for EIS must be granted by CC to attach to provided servers with administrative privileges. EIS technical staff will verify the configured components deployed on servers. Specific tests will be performed to assess component configuration. If components are missing or improperly configured, EIS installation group will notify CC of the deficiency and coordinate with the CC a resolution plan.

Responsibilities:

EIS will:

    a) Provide consulting assistance and server requirements for the JMS system. Review server configurations, install test (or application) services and test configuration.

    b) Verify and accept server configuration as "Ready for Use".

CC will:

    a) Install and configure the servers into a production environment.

    b) Install and configure all Server hardware, OS's, OS Service packs, .NET Frameworks, SQL database software and other components as specified by EIS installation group.

    c) Provide administrative access to EIS installation Group.

    d) Be available to address and answer questions, modify configurations, and modify security permissions if required during the installation.

Dependencies:

    1. CC provided server hardware must be installed and configured for use within the CC's network environment.

    2. All CC provided server side software is loaded and configured for use.

    3. EIS technical/installation group must be granted access to the servers at an administrative level.

Completion Criteria:

This task is complete when EIS certifies as "Ready to Use" the production server systems provided by the CC.

Task HW 2: Review JMS Training and Test Server Hardware

Objective: Review and accept the training/test level, CC provided server configuration as ready to receive application software.

Task Description:

The training/test servers must mirror the system software environment deployed to the production servers. Objective involves reviewing the training/testing server environment provided to ensure appropriate integration with CC network, installation and configuration of appropriate system software, including: Server OS's, Service packs, SQL database software, MSMQ, .NET frameworks, IIS and other components as specified by EIS installation group.

Access for EIS must be granted and systems verified in the same manner as Task HW1.

Responsibilities: Same as Task HW1

Dependencies: Same as Task HW1

Completion Criteria:

This task is considered complete when EIS certifies as "Ready to Use" the test/training server systems provided by the CC.

Task HW 3: EIS provided JMS Hardware and peripheral equipment.

Objective: Order, receive, install and test any hardware components as ordered and listed in contact to be provided by EIS associated with the project.

Task Description:

Objective involves the loading and configuration of any CC purchased required third party software to support deployment of EIS delivered Hardware. Any JMS hardware and software components included as a contract deliverable will be ordered, delivered and installed at this time per the project plan.

Responsibilities:

EIS will:

    a) Ensure delivery to the CC EIS supplied equipment as appropriate.

CC will:

    a) Formally acknowledge receipt of EIS provided hardware, subject to 5 day inspection.

    b) Provide appropriate electrical, network connections and supporting components as required within the environment to which the hardware will be deployed.

    c) Install and deploy EIS provided components as required and certify as available and ready for use within the JMS system, in accordance with the project timeline.

    d) Install and deploy any required third party software to support EIS provided hardware.

    e) Be available to address an answer questions, modify configurations, and modify and permissions if required during the installation.

Dependencies:

    1. Receipt of formal order in the form of a PO, project Change Order or contract for the purchase of EIS provided hardware.

Completion Criteria:

This task is considered complete when the EIS provided hardware components as indicated in the contract have been delivered to the CC as defined in the acceptance plan.

Interface Tasks

Each and every system interface will be developed and deployed in accordance with the EIS interface specifications accepted by the CC. Once accepted, the development interface specification will be the final document and be incorporated into the contract forthwith. All interfaces are subject to dependencies and are partially reliant on factors beyond the control of EIS. As such, the deliverable items related to all interfaces are directly dependent on the availability of external resources (connections to foreign systems, data, and other external components). The JMS interfacing will be dependent on the JMS software up and fully running before a successful interface can be completed by EIS. Delays related to the required dependencies are not the responsibility of EIS.

All interfaces with other products will be completed as quickly as possible, however without the cooperation of the third party software vendors, implementation could be delayed. This would not be the responsibility of EIS and outside the scope of the SOW.

All currently listed specific vendors are subject to change and Interface agreement will pertain to like vendor of same service and functionality.

EIS will develop the following agreed upon interfaces as part of this project. The responsibilities for each interface incorporate the following supporting activities from each party:

EIS:

a) Develop interface development specification detailing interface for CC Acceptance.

b) Develop software service/application that functions in accordance with the Interface Development Specification.

c) Certify to the CC that the interface is ready for integration testing.

d) Demonstrate all inter-system communications between installed EIS subsystems and between non-EIS systems, according to the EIS interface specification documents and interface control documents.

e) Assist the CC in testing the vendor interface.

f) Review any discrepancies that are identified by the CC.

g) Provide software or documentation corrections as needed to correct the discrepancies prior to EIS Final Certification.

h) Certify EIS delivered interface for production operation.

CC:

a) Provide, on request, currently existing information, record layouts and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.

b) Review and accept the EIS provided interface programming specification in accordance with contract specifications.

c) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List, and interface control documents.

d) Provide and install all communications lines and equipment according to the contract documents.

e) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.

f) Ensure that necessary certifications, approvals and other related issues will be completed by the CC at least ninety (90) calendar days prior to scheduled interface work.

g) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.

h) Conduct test procedures and verify all inter-system communications between installed EIS systems and non-EIS systems to ensure conformance with the approved standard document and interface control documents.

i) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.

j) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Task Inter 1: EIS JMS to CrossMatch Interface

Objective: Provide a data transfer export of inmate demographic, arrest and charge data from the JMS to the CC's existing CrossMatch livescan system.

Task Description:

CrossMatch is the current livescan vendor. The CC is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface is a one way push of inmate and arrest data to the CrossMatch livescan. Currently there is a single CrossMatch livescan system housed in the main booking area of the CC Jail.

The data export package will be formatted to conform to the data export standards provided by CrossMatch.

1. Export to Livescan: JMS to CrossMatch export of inmate data currently contained in the JMS that is referenced within the CrossMatch data package.

Please note that it is the CC's responsibility to coordinate/contract with CrossMatch to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from CrossMatch will be the sole responsibility of the CC. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the deployment of the EIS interface component.

EIS:

a) Review interface documentation provided by the vendor related to the interface specifications associated with the livescan export.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from CrossMatch.

3. Network Access to the required transaction point on the CC Network.

4. Assist the CC in testing the CrossMatch interface.

Completion Criteria:

This task is complete when the system interface is functioning as described above, and accepted by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from CrossMatch for the purpose of this interface. EIS will not sub-contract development work on behalf of CrossMatch.

Task Inter 2: EIS JMS to WACIC Interface

Objective: Provide WACIC/ACCESS inquiry capabilities as an embedded function within the JMS application, and provide WACIC return routing to the user.

Task Description:

The interface will extract relevant data, where available, from the JMS inmate data to populate the provided inquiry forms as part of the WACIC request. The WACIC query function will be available related to inmate, facility visitor and professional visitor records. Interface requests will be processed through the M2 data switch which provides the WACIC adapter and returns will be routed to the requesting user via the M2 routing queue.

The embedded WACIC function is intended to reduce or eliminate the duplicate data entry related to processing WACIC inquiry transactions for inmate, facility visitor and professional visitors. WACIC specific inquiry message formats will be provided and embedded within the JMS. Standard keys include: General Person Query (QP), Warrant Query (QW) and Criminal History (CCH). Query functions may be provided as automated executions, if allowable under WACIC processing rules, or on user request (proposed). User interface WACIC functions will be provided on the following screens:

        a.   Inmate Information
        b.   Release
        c.   Professional visitors
        d.   Visitation Scheduling
        e.   Contact

Requires base M2 Switch and WACIC adapter (Proposed). Additional (optional) message keys can be added as needed on a T & M basis. Requires connection to the State provided by CC.

Additional Task Responsibilities:

EIS will:

    a)   Review and define supported message keys with CC.

    b)   Configure JMS NCIC/NLETS forms to support the message formats required by WACIC, and to extract designated inmate/arrest data from the JMS.

    c)   Configure the M2 switch with appropriate routing information.

    d)   EIS will ensure EIS employees comply with the agency security and access requirements as identified in the master contract.

CC will:

    a)   Provide the definitive listing of message keys required.

    b)   Request the required mnemonics from the state.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.
2. CC has provided appropriate mnemonics from the state.
3. CC adheres to appropriate CJIS security at location that will utilize the WACIC features.
4. Dedicated WACIC connection is provided for JMS traffic.
5. Installation of the M2 data switch.
6. Installation and configuration of the M2 WACIC adapter.

Completion Criteria:

This task is complete when the system interface is capable of;

a) Extracting the inmate data as designated in the development specification, and displaying the data within the formatted message key forms.

b) Processing the query request through the M2 data switch and successfully transmitting to WACIC.

c) Receiving the data returns from WACIC and routing to the requesting user's message queue and activating the message queue indicator within the JMS.

d) Displaying the textural return to the user on request within the JMS environment.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Task Inter 3: EIS JMS to Telmate Interface

Objective: Provide a scheduled data transfer export package to Telmate that includes the demographic and housing location information for all inmates currently active within the CC jail.

Task Description:

Telmate is the current inmate telephone vendor, and the CC is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface is a one way push of inmate and inmate housing location data to the Telmate system. The exported JMS data will be utilized by Telmate for the purpose of managing inmate telephone accounts within the jail.

The data export package will be formatted to conform to the existing data export standards currently utilized between EIS and Telmate.   The interface can be set to operate on a CC defined interval during installation. EIS will receive no acknowledgement returned from Telmate as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the deployment of the EIS interface component.

Please note that it is the CC's responsibility to coordinate/contract with Telmate to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Telmate will be the sole responsibility of the CC.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from Telmate.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate data as designated in the development specification, and writing the properly formatted export data to the designated transaction FTP location. Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from Telmate for the purpose of this interface. EIS will not sub-contract development work on behalf of Telmate.

Task Inter 4: EIS JMS to Keefe Interface

Objective: Provide a scheduled data transfer export package to the Keefe system that includes the demographic, housing location and LOP (Loss of Privilege) indicator for all inmates currently active within the CC jail.

Task Description:

Keefe is the current inmate commissary and inmate accounting vendor, and the CC is seeking to minimize duplication of data entry into the JMS across multiple systems by having data entered into the JMS transferred to the Keefe system. The interface is a one way push of inmate and inmate housing location data to the Keefe system.

The data export package will be formatted to conform to the data export standards currently provided by EIS related to Keefe. The interface can be set to operate on a CC defined interval during installation. EIS will receive no acknowledgement returned from Keefe as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the deployment of the EIS interface component.

Please note that it is the CC's responsibility to coordinate/contract with Keefe to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Keefe will be the sole responsibility of the CC.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification detailing the existing EIS-Keefe interface.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate data as designated in the development specification, and writing the properly formatted export data to the designated transaction point via the CC network.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from Keefe for the purpose of this interface. EIS will not sub-contract development work on behalf of Keefe.

Task Inter 5: EIS JMS to CorEMR Interface

Objective: Provide a data transfer export package to CorEMR that includes the demographic, housing location and relevant inmate information for each active inmate active in the jail at the transaction.

Task Description:

ConMed (CorEMR) is the current inmate medical provider (System) within the CC jail. The interface is intended to provide a subset of inmate data entered into the JMS to the CorEMR system. The interface is a one way push of inmate and inmate housing location data to the CorEMR system. The exported JMS data will be utilized by CorEMR for the purpose of managing inmate medical records information within the jail. The interface is intended to update the CorEMR system when the inmate is activated within the JMS, when a housing location change occurs and when the inmate is released from custody. There is no HIPPA data exchanged.

The data export package will be formatted to conform to the data export standards mutually agreed to between EIS and CorEMR. The interface can be set to operate on a CC defined interval during installation. EIS will receive no acknowledgement returned from CorEMR as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

Please note that the initial interface scope has been derived from information provided by the CC during initial project scoping sessions, and based on information contained in Attachment 9 of the original RFP along with specific data formats provided by CC IT during the review session that specified data package and transfer methods. It is the CC's responsibility to coordinate/contract with CorEMR to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from CorEMR will be the sole responsibility of the CC.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from CC or CorEMR.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate data as designated in the development specification, and writing the properly formatted export data to the designated transaction point via the CC network.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of CorEMR.

Task Inter 6: EIS JMS to CorEMR Image Data Interface

Objective: Provide a batch data transfer to CorEMR that includes the mugshot image acquired by the JMS as part of the inmate's booking process.

Task Description:

The interface is a one way push of inmate mugshot data to the CorEMR system. The interface is intended as a secondary transaction to the inmate interface referenced in (Task Inter 5). The interface will be provided as a batch transfer and copied to a CC provided ftp location.

The data export package will be formatted to conform to the data export standards utilized in the current CorEMR image transfer. EIS will receive no acknowledgement returned from CorEMR as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

Please note that the initial interface scope has been derived from information provided by the CC during initial project scoping sessions, and based on information contained in Attachment 9 of the original RFP along with specific data formats provided by CC IT during the review session that specified data package and transfer methods. It is the CC's responsibility to coordinate/contract with CorEMR to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from CorEMR will be the sole responsibility of the CC. There is no HIPPA data exchanged.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from CC or CorEMR.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate mugshot data as designated in the development specification, and writing the properly formatted export data to the designated transaction point via the CC network.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from CorEMR for the purpose of this interface. EIS will not sub-contract development work on behalf of CorEMR.

Task Inter 7: CorEMR to JMS inmate Work Clearance Interface

Objective: Provide an Interface that will receive work release clearance from CorEMR as part of an electronic data transfer from the CorEMR system.

Task Description:

The interface is a one way push of inmate worker clearance as determined by the medical group into the JMS. The interface is to receive the inmate's medical worker clearance information into the JMS from the CorEMR system. Once received from CorEMR, the inmate worker clearance information will be posted to the inmate's record for use by Jail staff.

The data will include sufficient information to identify the inmate along with a specific work clearance code defining the inmates work status as classified by medical (Status includes J, W, X).   EIS interface service will receive a standardized data file exported from CorEMR containing the inmate's status data. The EIS import process will access the file, extract the provided inmate information, and update the related inmate's record in the JMS with the work clearance status where the inmate/booking identifier can be located. Once processed, the EIS process will remove the transfer file from the network share. The interface will be provided as a uni-directional push of inmate clearance information from CorEMR to the JMS system per the interface specification. The data export package will be formatted to conform to the data export standards utilized in the current CorEMR worker clearance data package.   EIS will return no acknowledgement to the CorEMR as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

Please note that the initial interface scope has been derived from information provided by the CC during initial project scoping sessions, and based on information contained in Attachment 9 of the original RFP along with specific data formats provided by CC IT during the review session that specified data package and transfer methods. It is the CC's responsibility to coordinate/contract with CorEMR to ensure that the interface service is available and ready for use. All costs associated with the provision of the interface from CorEMR are the sole responsibility of the CC. There is no data subject to HIPPA included in this data exchanged.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from CC or CorEMR.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate worker clearance data as designated in the development specification, and updating the worker clearance code to the inmate's data record contained within the JMS system, and is visible to the user within the related data field.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from CorEMR for the purpose of this interface. EIS will not sub-contract development work on behalf of CorEMR.

Task Inter 8: EIS JMS Subsystem Interfaces – Intergraph BOLO CAD inquiry

Objective: EIS will develop an inquiry adapter that will maintain a live ODBC/OLEBD connection to the live data tables published by the existing Intergraph CAD system.

Task Description:

During the inmate inquiry function, associated with the WACIC QW transaction, the JMS inquiry process will search the Intergraph CAD system for BOLO information related to the inmate. Resulting records (if located) from the CAD system will be routed to the requesting user through the existing JMS message receiving queue.

On user inquiry request launched from the JMS, as part of the external WACIC QW transaction, the JMS inquiry process will execute a SQL request via ODBC/OLEDB into the provided CAD BOLO table. The Interface will utilize the available inmate information entered into the jail, as the search criteria passed though the ODBC request. The system will perform an exact match search of the Intergraph CAD database for BOLO information related to the inmate. Resulting records (if located) from the CAD system will be routed to the requesting workstation through the message receiving queue.

The interface will only locate data where a one to one correlation between the JMS data fields used as part of the search request and the Intergraph CAD data fields can be established. EIS will work with the CC to develop an interface specification (CAD query Interface) containing the data mapping from the Intergraph CAD data to the JMS table structure during the implementation project phase. EIS will develop, install and test the delivered interface to ensure that the delivered interface complies with the interface map and meets related subsystem interfaces. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

Additional Responsibilities:

CC will:

a. Provide, on request, currently existing information, record layouts, sample CAD database files and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current database specification defining the data contained within the existing Intergraph CAD system.

3. Access to the CAD database as a view only ODBC/OLEDB client, with proper authentication and user permissions.

4. Network Access to the required CAD database via the CC Network.

Completion Criteria:

This task is considered complete when the Intergraph CAD BOLO data interface is installed, unit tested, operating in accordance with the "CAD BOLO Interface" document and verified to be operational by the CC as defined in the acceptance plan. Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Task Inter 9: SCOMIS Import Interface

Objective: Provide an interface to Import court scheduling data provided by the Superior court and associate with the listed inmates as a scheduled event.

Task Description:

The SCOMIS (Superior Court Interface) is intended to load the daily superior court schedule into the JMS associated with the inmates expected to appear in court for the day. The SCOMIS data is intended to create a scheduled event within the JMS for each inmate included in the extract. The scheduled event will be utilized by the transport unit to coordinate the transportation of inmates to superior court. The interface will be a one way import of data from the SCOMIS file into the JMS schedule, EIS will return no acknowledgement to the SCOMIS as part of this transaction.

EIS will provide a process that will load the parsed data provided by the Superior court and associate the court schedule with the active inmate record as a scheduled event. The EIS interface process will load the provided text (ASCII) data file and parse the inmate and docket data into defined data elements. The interface process will generate an inmate schedule event reflecting the court and time within the inmates schedule based on the provided docket number and provided inmate information. Any records/schedules included in the SCOMIS file that cannot be associated with an active inmate in the jail will be ignored by the import process. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

The current data package provided consists of unstructured ASCII data, as such the reliability of this interface is dependent on the data format provided by the court. It is the CC's responsibility to coordinate/contract with SCOMIS to ensure that the court data is available and ready for use. All costs (if any) associated with the provision of the interface from SCOMIS will be the sole responsibility of the CC.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from SCOMIS

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate court schedule data form the received SCOMIS data file, and successfully posts the Court and time information to the inmate's

schedule, and is viewable within the JMS within the inmate's record as designated in the development specification.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from the CC/SCOMIS for the purpose of this interface. EIS will not sub-contract development work on behalf of CC/SCOMIS.

Task Inter 10: DISCIS Import Interface

Objective: Provide an interface to Import court scheduling data provided by the District court and associate with the listed inmates as a scheduled.

Task Description:

The DISCIS (District Court Interface) is intended to load the daily District court schedule into the JMS associated with the inmates expected to appear in court for the day and parse the daily court appearance listing provided in a text file from the court to create a scheduled event for reach referenced inmate. The DISCIS data is intended to create a scheduled event within the JMS for each inmate included in the extract. The scheduled event will be utilized by the transport unit to coordinate the transportation of inmates to the relevant district court. The interface will be a one way import of data from the DISCIS file into the JMS schedule, EIS will return no acknowledgement to the DISCIS as part of this transaction.

EIS will provide a process that will load the data provided by the District court and associate the court schedule with the active inmate record as a scheduled event. The EIS interface process will load the provided text (ASCII) data file and parse the inmate and docket data into defined data elements. The interface process will generate an inmate schedule event reflecting the court and time within the inmates schedule based on the provided docket number and provided inmate information. Any records/schedules included in the DISCIS file that cannot be associated with an active inmate in the jail will be ignored by the import process. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

The current data package provided consists of unstructured ASCII data, as such the reliability of this interface is dependent on the data format provided by the court. It is the CC's responsibility to coordinate/contract with DISCIS to ensure that the court data is available and ready for use. All costs (if any) associated with the provision of the interface from DISCIS will be the sole responsibility of the CC.

Dependencies:

1. CC acceptance of EIS provided interface programming specification.

2. Current Interface specification reflecting expected data format and transaction control protocol from DISCIS.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate court schedule data from the received DISCIS data file, and successfully posts the Court and time information to the inmate's schedule, and is viewable within the JMS within the inmate's record as designated in the development specification.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from the CC/ DISCIS for the purpose of this interface. EIS will not sub-contract development work on behalf of CC/ DISCIS.

Task Inter 11: EIS JMS to Jail Roster

Objective: Provide an interface that sends a listing of inmate's along with a select subset of inmate data to a standard comma delimited data file to be utilized by CC IT for publication purposes. The interface is a one way extraction of inmate descriptive, arrest/charge and inmate housing location data to a CC provided network share containing the required data in a mutually agreeable format.

Task Description:

Provide a scheduled data transfer export package to include the demographic, housing location and relevant inmate information for all inmates currently active within the CC jail. The interface will be provided as a one way export of data extracted from the JMS as to a CC defined network share per the interface specification. The data export package will be formatted to conform to the data export standards mutually agreed on between the CC and EIS, and as defined in the EIS programming specification. The interface can be set to operate on a CC defined interval during installation. EIS will receive no acknowledgement returned from the CC as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

Dependencies:

1.   CC acceptance of EIS provided interface programming specification.

2.   Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate data as designated in the development specification, and writing the properly formatted export data to the designated transaction point via the CC network.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Task Inter 12: Vesaterm MRE Pre-Booking information to JMS Interface

Objective: Provide an interface that will facilitate the transfer of Pre-Booking data collected by the Versaterm MRE Pre-Booking application into the JMS pre-booking module.

Task Description:

Provide a mutually agreeable (Veraterm, CC and EIS) interface that allows the Pre-Booking data entered by arresting officer into the Versaterm MRE product to transfer into the EIS JMS Pre-Booking module for use by jail staff. The primary intent is to eliminate duplicate entry of the relevant data by CC staff and capitalize on any existing interfaces specifications that might be relevant to this endeavor.

The interface will be provided as a uni-directional import of data from Versaterm to the JMS Pre-Booking queue per the interface specification. The data import package will be formatted to conform to the data export standards as agreed to between EIS and Versaterm, and as defined in the EIS programming specification. EIS will not return an acknowledgement of receipt of data to the Versaterm system as part of this transaction. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

Please note that the initial interface scope, and related pricing, has been derived from information provided by the CC during initial project scoping sessions, and based on information contained in Attachment 9 of the original RFP

along with specific data formats provided by CC IT during the review session that specified data package and transfer methods. In the initial information the interface is specified as a transactional interface utilizing a Web Service with standard XML file to pass Pre-Booking data from Versaterm MRE application to the JMS Pre-Booking queue. It is the CC's responsibility to coordinate/contract with Versaterm to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Versaterm will be the sole responsibility of the CC.

Dependencies:

1. Agreement with Versterm, CC and EIS on interfaces details.

2. CC acceptance of EIS provided interface programming specification.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is complete when the system interface is capable of extracting the pre-booking data provided by Versaterm, and committing the pre-booking data to the EIS JMS Pre-Booking queue and viewable by user within the Pre-Booking application as designated in the development specification.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Versaterm.

Task Inter 13: JMS to APPRISS (VINE) Interface

Objective: Appriss provides a one way extraction of jail data directly from the active EIS JMS database. No interface activity required by EIS.

Task Description:

None.

Additional Responsibilities:

EIS will:

    a)   Notify Appriss of CC cutover date.

CC will:

    a)   Coordinate installation with Appriss representative.

Dependencies:

1. Network Access to the EIS JMS database (ODBC) for the Appriss provided extraction service via the CC Network.

Completion Criteria:

No work is performed by EIS as part of this interface. All processes and interface software is provided directly from Appriss. Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Task Inter 14: RegJIN In-Custody Query

Objective: Provide an interface that allows third parties to query jail management in custody inmates.

Task Description:

Provide a bi-directional interface that allows third parties to query basic inmate data to determine if an inmate is currently incarcerated. The interface would accept basic data such as name and date of birth and return a summary list of matching inmates. An additional detail query on a given inmate in the retuned list would provide specific detailed information related to the selected inmate.

Please note that the initial interface scope, and related pricing, has been derived from information provided by the CC during initial project scoping sessions, and based on information contained in Attachment 9 of the original RFP along with specific data formats provided by CC IT during the review session that specified data package and transfer methods. It is the CC's responsibility to coordinate/contract with RegJIN to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from RegJIN will be the sole responsibility of the CC.

Additional Responsibilities:

EIS will:

a) Define the requesting and response data packages to be supported via the interface.

b) Develop interface programming specification detailing interface for CC Acceptance.

c) Develop software web service to receive and respond to the request.

CC will:

a) Define data to be provided via the inmate list response.

b) Define data to be provided via the inmate detail response.

Dependencies:

1. Current Interface specification reflecting expected data format and transaction control protocol from RegJIN.

2. CC acceptance of EIS provided interface programming specification.

3. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of responding to a properly formatted request from RegJIN with and appropriate data response based on the submitted request. Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Task Inter 15: JMS to MNI export

Objective: Provide inmate name and demographic data to the RegJIN MNI.

Task Description:

EIS will provide an interface that will transmit relevant inmate information to the master name index at defined points during the inmate incarceration as detailed in the interface specification. For example at the time of booking and release the inmate demographic data, primary charge data, booking and release summary information will be transmitted to the master name index to facilitate MNI query from the RMS.

The interface will be provided as a bi-directional push interface from JMS to RegJIN with inmate MNI data to be returned if available. An EIS development specification detailing the interface will be provided to the CC for acceptance prior to the commencement of interface programming.

The initial interface scope, and related pricing, has been derived from information provided by the CC during initial project scoping sessions, and based on information contained in Attachment 9 of the original RFP along with specific data formats provided by CC IT during the review session that specified data package and transfer methods. It is the CC's responsibility to coordinate/contract with RegJIN to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from RegJIN will be the sole responsibility of the CC.

Additional Responsibilities:

EIS will:

    a)   Either define the requesting and response XML data packages to be supported via the interface or review interface documentation provided by CC related to the interface specifications associated with the MNI post.

CC will:

    a)   Define data to be provided via the inmate list response.

    b)   Define data to be provided via the inmate detail response.

Dependencies:

1.   Current Interface specification reflecting expected data format and transaction control protocol for the MNI post.

2.   CC acceptance of EIS provided interface programming specification.

3.   Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmates name and demographic information as available in the JMS and generating a properly formatted .XML file and submitting the .XML file to the remote RegJIN MNI receiving web service as designated in the development specification.

Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Note: EIS will write to an existing published interface provided from RJIN/OBS for the purpose of this interface. EIS will not sub-contract development work on behalf of RegJIN/OBS.

Task Inter 16: JMS to RMS Warrants inquiry

Objective: Provide RMS warrant query function for names queries within the JMS application to include the inmate, visitors and professional visitors.

Task Description:

Provide an interface that executes a warrant inquiry function into the RMS as part of the JMS person query function. This inquiry will be launched as part of the WACIC query and will use the existing RMS vendors warrant query web service interface.

EIS will work with the CC to develop an interface specification (RMS Warrant query Interface) detailing the interface operations, and will provide to the CC for acceptance prior to the commencement of interface programming.

Dependencies:

1.   CC acceptance of EIS provided interface programming specification.

2. Current interface specification defining the transaction control protocol and data provided from the RMS warrant inquiry service.

Completion Criteria:

This task is considered complete when the JMS submits a properly formatted warrant search request to the RMS Warrant inquiry search service. Interface will be formally acknowledged as complete by CC in accordance with the system acceptance test.

Software Deliverable Tasks

Task SFTW 1: Deliver JMS Application Software

Objective: Deliver standard release JMS Server software, JMS Workstation software and JMS supporting Software, including applicable JMS software licenses, as purchased by the CC and specified in the Contract.

Task Description:

Complete the delivery of standard release JMS server software, the JMS Workstation Application software, and all applicable JMS and supporting software licenses as indicated in the Contract.   This includes all software components (media and license disks), including applicable documentation (electronic software manuals) as listed in the purchase contract.

JMS Modules include the following. *(Review specific task detailed in this document for configuration and modifications to be developed)*

Master Inmate Management (JMS Master Inmate)

EIS Standard, general release, JMS system master inmate management application. Included administrative Index management application, inmate search, merge, expunge and seal.

Booking

EIS general booking process forms.

Inmate Property

EIS general release, inmate property modules.

Jail Incident Reporting

EIS standard, general release, jail incident management.

Jail Housing

EIS standard, general release, jail housing management.

Inmate Classification/Assessment

EIS standard, general release, inmate classification/assessment.

Inmate Sentencing

EIS standard, general release, inmate sentencing.

Jail Log

EIS standard, general release, jail Log.

Inmate Movement

EIS standard, general release, inmate movement.

Inmate Meal Restrictions

EIS standard, general release, inmate meal restrictions.

Inmate Release

EIS standard, general release, inmate release.

Inmate Schedule

EIS standard, general release, inmate schedule.

Inmate Transport

EIS standard, general release, inmate transport.

Inmate Movement

EIS standard, general release, inmate movement.

Jail Reporting

EIS standard, general release, jail reporting module.

Inmate Visitation

Provide standard, general release, inmate visitation.

Professional Visitation

Provide standard, general release, professional visitation module

Inmate Mugshot

Provide standard, general release, advanced mugshot module.

Inmate Lineup

Provide standard, general release, inmate lineup module.

Responsibilities:

EIS will:

    b)   Deliver all software components, including applicable documentation (software manuals), as listed in Contract.

CC will:

    a)   Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when the JMS software distribution set and third-party software components as listed in contract, are delivered to the CC at the location specified in the contract and accepted by CC as defined in the acceptance plan.

Task SFTW 2: Deliver M2 Server software

Objective: EIS will deliver the primary EIS M2 software modules on standard exchange media. This includes all software components (media and software license) including applicable documentation (software manuals).

Task Description:

M2 operates as the system message switch and is utilized in support of system interfaces, including WACIC. Deliver M2 Server software, JMS-M2 interface and JMS supporting Software required to connect to the M2 message switch, including applicable M2 software licenses, as purchased by the CC and specified in the Contract.

Responsibilities:

EIS will:

      a)   Deliver all software components including applicable documentation (software manuals), as listed in Contract.

CC will:

      a)   Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when M2 software distribution set and third-party software components as listed in contract, are delivered to the CC at the location specified in the contract.

Notes:

M2 will be deployed to support an interfaced node supporting a direct connection to the State for WACIC/ACCESS traffic. WACIC broadcast and general notification services will not be provided through the M2 interface.

Task SFTW 3: Deliver JMS Pre-Booking Server Software

Objective: Deliver JMS Pre-Booking Server software licenses as purchased by the CC and specified in Contract on standard exchange media.

Task Description:

Complete the delivery of standard JMS Pre-Booking server software as indicated in the Contract delivered to the CC at the location specified in the contract.

Responsibilities:

EIS will:

      a)   Deliver all software components including applicable documentation (software manuals) as listed in Contract.

CC will:

      a)   Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when JMS Pre- Booking software distribution set as listed in contract, are delivered to the CC at the location specified in the contract.

Task SFTW 4: Deliver JMS Pocket JMS Software

Objective: Deliver JMS Pocket JMS software licenses for use on windows based wireless devices, as purchased by the CC and specified in Contract on standard exchange media.

Task Description:

Complete the delivery of standard JMS Pocket JMS software distribution sets as indicated in the Contract delivered to the CC at the location specified in the contract. This includes all software components (media and software license) including applicable documentation (software manuals).

Responsibilities:

EIS will:

a) Deliver all software components including applicable documentation (software manuals), as listed in Contract.

CC will:

a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when JMS Pocket JMS software distribution set as listed in contract, are delivered to the CC at the location specified in the contract.

Task SFTW 5: Deliver EIS JMS Documentation & CC System Deployment Documentation

Objective: Prepare and deliver documentation relating to the deployment of the JMS Workstations including the workstation build and field deployment procedures and any site specific administrative or end user documentation specified in the project or training plan.

Task Description:

The delivery includes providing Configuration manuals, Reference manuals, Training materials, and System Administration documents in an electronic form by loading into the software, not in printed form or on portable media.

Documentation Includes:

- Jail Users Guide
- Pocket JMS Users Guide
- Jail Training Guide
- Any other document specified in the project plan.

Responsibilities:

EIS will:

a. Deliver deployment instructions, guides, manuals and related documents in electronic form as specified in the implementation plan.

CC will:

a. Review and accept the standard JMS documents (described above) submitted by EIS.

Completion Criteria:

This task will be completed once EIS has prepared and delivered to the CC an acceptable JMS System Deployment document that outlines the specific workstation build and field deployment procedures along with other documentation specified above and accepted by CC.

Data Conversion Tasks

Task DCON 1: EIS CMS Data Conversion

Objective: Convert the existing CMS/JMS data into the new system.

NOTES:

EIS will provide limited data conversion services as part of the JMS installation. The success of any data conversion depends on the structure and consistency of the existing data. EIS will make a good faith effort to save any information that is in machine readable formats. EIS will build several cycles into the JMS installation process to include ample data conversion testing and validation time prior to live operations.

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by Clark County. The normal EIS implementation cycle provides one or more validation conversions. This gives the CC the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the CC.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the CC. Special emphasis is placed on identifying and mitigating any data differences that exist between the new JMS and legacy CMS system.

Normally the first data conversion is done just before doing the initial system installation for key project personnel. This provides data for training and also gives the CC the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If necessary, additional test conversions can be done for certification. When data is acceptable, the final go-live process can be scheduled and the final data conversion will be done during this process.

The CC will be required to extract and provide data to be migrated into the JMS as either a SQL database .BAK file or as a formatted data file suitable for data interchange. Data cleansing criteria must be provided by the CC and all electronic modifications to existing data must be approved by the CC's project manager. EIS can only convert data into the new JMS system where useable data is provided by the CC and an appropriate related data element exists in the existing JMS database. Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to update the newly installed JMS system with the historic information contained within the CC's existing CMS system housed in a proprietary database. Data to be converted includes the booking and inmate data currently housed in the CC's CMS database. EIS will load the data provided by the CC, programmatically modify the data to conform to the conversion standards defined by the CC in accordance with the conversion plan, and upload the converted data to the operational database on the CC's live JMS database server.

Responsibilities

EIS will:

   a) Conduct the Data Discovery phase of the project by working with CC subject matter expert(s) to complete a data field mapping between the JMS and the existing CMS system.

   b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.

c) Develop the conversion code. Where possible perform the data conversion according to the specifications in the control document with data provided by the CC.

d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.

e) Verify current JMS database schemas on production servers.

f) Deliver to CC and upload converted data to the CC designated production server.

g) Project Manager will assist in the data review with the CC and define Data Acceptance tests.

h) Perform a final data conversion upon CC's review and approval of the test data conversion.

CC will:

a) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.

b) Provide conversion database(s) or access to the database to be converted in the EIS specified format.

c) After completion, any changes to the data must be made by manual data entry by the CC or agree to a Change Order.

d) Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS system.

e) Clean up existing databases based on the standard naming conventions agreed to with EIS.

f) Translate all existing picklists in the existing system to the standards agreed to with EIS.

g) Extract data from existing CMS system and provide legacy data to EIS in common exchange format including ASCII, pipe-delimited files or in a common database structure (Oracle, MS SQL Server, Access, etc.).

h) Review and approve results of test data conversion.

i) Provide complete files for final data conversion.

j) Provide consistent data extractions and delivery methods.

k) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.

Dependencies:

1. Provision of the CMS data in a common data interchange format (either a SQL .BAK or delimited file) format.

2. CC provided data dictionary and table entity diagram.

3. CC JMS data specialist to assist with data mapping and validation.

4. CC provided screen shots and output report containing inmate data to assist with conversion mapping.

5. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task will be completed upon uploading into the new JMS databases the converted data records from the Department's existing CMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by CC as defined in the Acceptance test plan.

Task DCON 2: TFP Mugshot Image Data Conversion

Objective: Provide data conversion services to establish a linkage between the converted CMS booking records in the JMS system with the historic mugshot images currently housed in existing TFP mugshot imaging system per the data conversion plan derived between the CC and EIS. Image data will be migrated to the JMS servers.

Task Description:

EIS will develop a software application/script that will extract the image files from the existing TFP SQL database and write the images into the EIS hierarchal directory structure as a standard .JPG file in a manner consistent with JMS storage practices. Images in source database must be in a standard format such as JPG, PNG that can be read and extracted by EIS. Embedded information in the images will not be converted. Images will not be resized or modified for the conversion. The images will be relocated from the existing TFP server to a network storage location provided by the CC and made accessible to the JMS system. All images will be committed to the EIS image directory(s) and named in accordance with the standard image file naming convention. If an associated image record cannot be linked to a record contained within the JMS, the filename will be added to the conversion log report and no further action will occur.

Responsibilities

EIS will:

a) Schedule and participate in meetings and/or teleconferences to define the data linkage process from the current TFP system to new JMS as needed.

b) Work with the CC to develop a "Data Conversion and External Conversion" criteria document that describes the general operational parameters, expected results and exception management for the associated conversion effort.

c) Develop a migration program that will link the appropriately named extracted image files to the converted CMS data housed in the JMS and the handling & reporting of exceptions.

d) Perform the data conversion according to the specifications in the data conversion plan with data provided by the CC.

e) Work with CC to develop an acceptance plan for this task.

CC will:

a) Provide data in a standard SQL backup file.

b) Provide subject matter expert(s) who know the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.

c) After completion, any changes to the data must be made by manual data entry by the CC or agree to a Change Order.

d) Review and approve results of test data conversion.

e) Provide complete files for final data conversion.

f) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.

g) Work with EIS in the development of the acceptance plan for this task.

Dependencies:

1. Provision of the TFP data in .BAK format form SQL database

2. CC provided data dictionary and table entity diagram.

3. CC JMS data specialist to assist with data mapping and validation.

4. Completion of the CMS data conversion to JMS (provides linkages).

5. Network Access to the required transaction/interchange point via the CC Network.

Completion Criteria:

This task will be completed upon completing the migration of all linkable inmate mugshot images to the JMS directory structure as standard .JPG images files and named in accordance with standard JMS naming convention, as outlined in the Data Conversion and External Conversion sections of the project plan document. The converted inmate mugshot (.JPG) will be retrievable and viewable from within the jail management system associated with the appropriate inmate booking record and verified by CC as defined in the acceptance plan.

Installation and Configuration

Note: EIS will normally install the JMS software remotely prior to onsite configuration. EIS will then schedule an Installation/Configuration Workshop or series of workshops to install final system components, conduct system administrator training, configure the system, verify initial data conversion, and verify system operation.

Installation and Configuration Services Tasks

Task INS 1: Configure the CC-provided Microsoft SQL Server Database software

Objective: Configure the CC-provided supporting Microsoft SQL Server Database software on the production server, load EIS database schemas and certify the Microsoft SQL Server DB configuration as ready to use.

Task Description:

EIS installation staff will install and configure the supporting Microsoft SQL Server Database software with the system data tables and permission set required to support the delivered JMS application software (and specified CC configurations), on the designated CC-provided server

Responsibilities:

EIS will:

a) Install the baseline JMS and other licensed modules database schemas within this configuration.

b) Test the initial operation of the baseline database subsystem and provide a status report to the CC's project manager upon completion.

c) Provide written certification of successful installation.

CC will:

a) Install and configure designated database server hardware on CC's network (Hardware).

b) Provide access to CC-provided hardware/server components to EIS installers. CC provided hardware and/or software must meet EIS recommended specifications and configuration.

c) Be available to address an answer questions, modify configurations, and modify security and permissions if required during the installation.

d) Develop, test and implement a standard backup routine of the SQL database with EIS staff.

Dependencies:

1. Access to CC provided database server(s) as a DB administrator.

Completion Criteria:

This task will be completed upon the installation and configuration of the Microsoft SQL Server Database software on the database server and certified by EIS as ready to use as indicated in the implementation plan and accepted by CC.

NOTES:

All required network protocol connectivity, firewalls and web services required to attach the workstations and other system servers to the SQL Server database must be provided by the CC and must be operational prior to onsite installation by the EIS technicians.

Task INS 2: Install and configure software on the CC-provided Database and Application servers.

Objective: The objective of this task is to install and configure the baseline JMS application software and licenses on the designated CC-provided servers as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary EIS JMS software modules on the equipment installed/provided by the CC at CC facility.

Task Description:

Task includes:

    a. The configuration of the JMS Server software installed on the Database and Application server to conform to the baseline JMS operational parameters (not including CC specific configurations and customizations).

    b. The configuration of the JMS application software installed on Application server to conform to the baseline JMS operational parameters (not including CC specific configurations and customizations).

    c. Baseline Washington state code tables.

    d. Deployment of a standard JMS workstation installation/distribution set.

Responsibilities:

EIS will:

    a) Install and test, with the CC's assistance, the licensed JMS software.

    b) Provide the CC with the training necessary to prepare CC personnel with the ability to deploy the EIS JMS client software on additional workstations.

    c) Test the initial operation of the baseline EIS JMS system and supporting subsystems.

    d) Certify that the configuration is complete and ready to use.

CC will:

    a) Perform site and hardware preparation as described and certify that Servers are ready to receive application software.

    b) Ensure all CC provided hardware meets minimum required specifications.

    c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS application to the SQL Server database, are provided by the CC and certified as operational prior to onsite installation by the EIS technicians.

    d) Deploy the JMS software either over the network or with the assistance of EIS staff to all desired workstations.

e) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS baseline application software on CC provided JMS servers (Production and Training servers) and the delivery of a standard software workstation deployment set that is acceptable by CC as defined in the acceptance plan.

Task INS 3: Install and configure the JMS Pre-Booking Application

Objective: Install Pre-Booking software and EIS provided supporting software required to collect Pre-Booking inmate information via the Silverlight based web application, as purchased by the CC and specified in Contract.

Task Description:

EIS will install and test the Pre-Booking software modules on the CC provided equipment at CC facility. The Pre-Booking application will support the generation of officer based booking commitments including inmate demographic, arrest, charges, property and detainer declarative statement within a browser environment supporting the Microsoft Silverlight platform. The objective of this task is to install, and configure the baseline JMS Pre-Booking application software, on the designated CC-provided IIS server as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary EIS JMS Pre-Booking software modules on the equipment installed/provided by the CC at CC facility.

Task includes:

a. The configuration of the JMS Pre-Booking web software installed on the designated server to conform to the baseline JMS Pre-Booking (not including CC specific configurations and customizations).

Responsibilities:

EIS will:

a) Install and test, with the CC's assistance, the licensed JMS Pre-Booking software to a standard IIS environment provided by the CC

b) Test the initial operation of the baseline EIS JMS Pre-Booking system.

c) Certify that the configuration is complete and ready to use.

CC will:

a) Provide a configured instance of IIS on desired server to host the pre-booking application.

b) Ensure all CC provided hardware meets minimum required specifications.

c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS Pre-Booking application to the SQL Server database are provided by the CC and be operational prior to onsite installation by the EIS technicians.

d) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS Pre-Booking baseline application software on CC provided JMS servers (Production and Training servers) and the delivery of a standard software workstation deployment set accepted by CC as defined in the acceptance plan.

Task INS 4: Install M2 Server software

Objective: M2 operates as the system message switch and is utilized in support of system interfaces, including WACIC. Install M2 Server software, JMS-M2 interface and JMS supporting Software required to connect to the M2 message switch, including applicable M2 software licenses, as purchased by the CC and specified in Contract.

Task Description:

EIS will install and test the primary EIS M2 software modules on the application server equipment installed/provided by the CC at CC facility. Task includes the installation of the M2 software to the CC provided application server and configuration to communicate with the JMS SQL Database.

Responsibilities:

EIS will:

    a) Install all M2 software components including applicable documentation (software manuals) as listed in Contract.

    b) Install base M2 software applications and configure to CC environment.

    c) Configure switch queues and transaction configurations.

    d) Test installation of M2 and certify that the M2 subsystem has been successfully installed and prepared to receive CC specific message templates.

CC will:

    a) Provide appropriate hardware and operating platform to support the M2 application on the system application server.

    b) Be responsible for application for new WACIC mnemonics as required to meet their needs.

    c) Be available to address an answer questions, modify configurations, and modify security and permissions if required during the installation.

    d) Acknowledge receipt of EIS provided components.

Dependencies:

    1. Access to CC provided application server.

Completion Criteria:

This task will be completed M2 software distribution set and third-party software components as listed in Contract are installed on the CC provided application server and certified as "Ready to Use" by EIS installation personnel and verified as operational by CC as defined in the acceptance plan.

Task INS 5: Conduct JMS System Configuration Workshop

Objective:

Conduct an Installation/Configuration workshop with the CC Project Team to install, conduct system administrator training, configure, and verify the system components.

Task Description:

System Configuration and CC administrator training is normally conducted in a workshop at the CC or series of workshops. A single workshop is preferred and is normally two weeks. The purpose of this workshop is to insure all systems and components are installed, assist the CC with configuring JMS code tables, and system administrator training to selected CC personnel that will administrator the JMS system. This workshop is not intended for live operation. The identified system administrators will validate the operation of the system and the initial data conversion.

At the end of this workshop, the key CC staff should be familiar with the use and configuration of the system. Key CC staff should able to complete security setup, table maintenance, and other end-user configuration tasks necessary for live operation. System Configuration Acceptance Testing to occur on completion of this task.

Responsibilities:

EIS will:

a) Insure all JMS components are installed and functioning properly.

b) Train selected CC system administrators and other key staff in the theory, use, and configuration of the system.

c) Review with CC project team the specific EIS JMS application functionality and code tables for which information must be collected to configure the system and assist the CC with configuration.

d) Assist CC with testing and validating data conversion for completeness and accuracy.

e) Provide CC with a Workshop schedule sufficient time in advance of the workshop.

CC will:

a) Identify JMS system administrators and key project personnel to attend the workshop and insure their availability.

b) Identify data sources for all system code tables and other CC operational parameters.

c) System administrators to become comfortable and familiar with JMS system administration, table configuration, system security, workflow, and operational principles.

Dependencies:

1. Deployed EIS JMS software to CC production machines.
2. Deployed JMS workstation software to workstations to be utilized by during the review session.

Completion Criteria:

This task is considered complete when EIS has concluded the JMS Configuration Workshop and identified to the CC the configurable options for the EIS JMS application.

Task INS 6: JMS Functional Testing and Verification

Objective: Perform functional tests of EIS JMS and verify as operational.

Note: This task is normally completed during the workshop described in the above Task INS 5 and prior to the final User Training and Live Operations.

Task Description:

Demonstrate and verify as operational the applicable functions and features of EIS JMS as defined in the JMS Acceptance Test Plan.

Responsibilities:

EIS will:

a.   Utilize the JMS Acceptance Test Plan as a guideline for all functional tests.

CC will:

a.   Generate test data files needed for functional testing.

Completion Criteria:

This task is considered complete when EIS JMS has been demonstrated to operate in accordance with the Acceptance Test Plan and CC verifies the testing has successfully passed all the guidelines.

User Training and Live Operations

Note: EIS personnel will arrive at the CC to conduct user training and take the JMS system live.

User Training

Task TRN 1: EIS JMS Administrator Training

Objective: Provide on-site training services in accordance with purchased training services for system administration personnel. Conduct EIS JMS technical and administrative training and supply related system administrative materials as described in the Training Plan. Provide EIS JMS and supporting systems - System Administrator Training

Task Description:

EIS will provide training services and assist CC administrative staff in the configuration and maintenance of the EIS JMS databases, application configurations and entry of CC-specific information such as code tables, users, system permissioning, etc. along with functional use on the operation and support of the installed EIS JMS system and supporting subsystems

1 – 8 Hour training class

Responsibilities:

EIS will:

a)   Provide standard training sessions for CC administrative personnel on the configuration of EIS JMS databases and entry of CC-specific data.

CC will:

a)   Determine a primary and minimum of one (1) backup system administrator to receive administrative training.

b)   Develop and enter all CC-specific input data that is to be entered manually.

c)   Be responsible for the accuracy and completeness of the data provided and entered.

d)   Ensure the participation of the appropriate personnel in the training session, and general user training.

Completion Criteria:

This task will be completed once on-site training classes for both CC staff and CC-selected end-users have been conducted, as specified on the training plan detailing the training classes and the training class durations, and when EIS training staff has trained the CC administrator on procedures for configuring the EIS JMS databases and entering CC-specific data.

Task TRN 2: EIS JMS Technical and User Training

Objective: Provide on-site training services in accordance with purchased training services as specified in the implementation schedule to an estimated 180 JMS system users.

Task Description:

EIS will conduct standard and specialized training courses as detailed in the implementation plan to provide training services and materials to designated CC personnel on the use of the EIS JMS system, subsystems or other designated components, as described. Training services have been structured to accommodate between 16 and 20 users per class at a CC provided training facility.

12 – 8 hour classes.

Responsibilities:

EIS will:

a) Provide standard training sessions for CC technical and end user personnel on the operations of the EIS JMS system as specified in the implementation plan.

b) Training is structured to the requirements of the CC. EIS is highly flexible on course hours, times, days, etc. Courses may be given multiple times to accommodate shift and other scheduling requirements. Scheduling will be developed by CC and EIS.

c) Provides training manuals and any other materials required for the training in electronic format.

d) Provide knowledgeable training staff to conduct classes

CC will:

a) Designation of a training coordinator that will work with the EIS project manager to schedule training at the CC. The training coordinator will be responsible to ensure that CC personnel are available, and relieved of routine duties, during scheduled training sessions.

b) Make arrangements and assignments for all required personnel to attend EIS training with their appropriate functional group. Ensure the participation of the appropriate personnel in the training session, and general user training.

c) Provide data entry policies and procedures for each functional group.

d) Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

e) Ensure system administrative personnel attend and is available during each scheduled training session to answer policy questions.

f) Provide a dedicated training area that can comfortably accommodate the scheduled classes. This classroom must accommodate individual workstations for each student. Training is generally done on the customer's site using the actual operational system. Training area must also accommodate an overhead projector, projector screen/whiteboard, and include workspace in the back of the room for EIS Personnel.

Completion Criteria:

This task will be completed once on-site training classes for both CC staff and CC-selected end-users have been conducted as specified on the implementation plan.

Task TRN 3: EIS JMS SSRS Report Development Training

Objective: Provide on-site training services in accordance with purchased training services for system administration personnel in the general usage of the SQL Server Reporting Services (SSRS). Provide 1 SSRS training.

Task Description:

EIS will provide 1 SSRS training class designed to familiarize the CC with the basic capabilities associated with the SSRS report development tool as it relates to the Jail system.

1 – 4 Hour training class

Responsibilities:

EIS will:

   a) Provide 1 standard training session for CC personnel on the general concepts of the report builder 3.0 SSRS application.

CC will:

   a) Determine selected staff to receive administrative training.

   b) Develop user accounts for access to SSRS reporting services related to the selected staff.

   c) Ensure the participation of the appropriate personnel in the training session, and general user training.

Completion Criteria:

This task will be completed once on-site training classes for CC-selected end-users in SSRS have been completed.

Cutover to Live Operations

Objective: Complete final data conversion and cut over to live operation of the JMS system.

Task Description:

Upon completion of the user training, EIS will conduct a final data conversion and take the JMS system live. EIS personnel will remain on site to assist users with the new system and respond to any issues discovered with the live system. Final data conversion and cutover generally takes 24-48 hours. A data conversion and cutover plan will be included in the Project Plan.

Responsibilities:

EIS will:

    a. Complete a final data conversion.

    b. Assist the CC to verify the final converted data.

    c. Assist the CC staff in placing EIS JMS into a production status.

    d. Provide **ON-SITE** start-up support resources and go-live assistance by EIS technical staff for seven (7) calendar days post cutover to monitor the subsystem and to respond to issues identified.

    e. Provide start-up support and any required go-live assistance.

CC will:

    a. Place the software into production and begin operational use in consultation with EIS and in accordance with the Project Schedule.

    b. Ensure appropriate CC staff is available as required to support transition.

    c. Coordinate with third party vendors as required for interface transition.

Completion Criteria:

This task will be completed once the final data conversion is completed and verified and the JMS system taken live.

Dependencies:

1. Receipt of formal acceptance from CC with authorization to proceed to system "Go-Live".

2. Completion of end-user training

Completion Criteria:

This task is considered complete when EIS JMS is placed into production operation.

Project Completion and Sign Off

Task COM 1: JMS Final Acceptance

Objective: Complete post go-live final system acceptance with the following tasks associated with the final acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within 7 days of system "Go-Live" EIS will certify completion of the EIS JMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and CC project managers will insure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.
3. Upon County acceptance of the go-live certification the county will formally acknowledge, in writing to EIS, the commencement of the 45 days reliability test period.
4. At the conclusion of the reliability test period as specified in the Master Contract, the County will, within 5 days, provide a written acknowledgement of final system acceptance and accept final billing as specified within the system payment schedule.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

IN WITNESS WHEREOF, the parties hereto, having read this SOW in its entirety, do agree thereto in each and every particular.

Approved

EIS

Approved

Clark County

By: _____

Signature

By: _____

Signature

_____

Print or Type Name

_____

Print or Type Name

<u>EIS Project Manager</u>_____

Title   *Date*

_____

Title   *Date*

Exhibit D: EIS

Software License Agreement

Rev. 3 - 3/6/2015

Between:

Clark County, Washington ("County")
And

**Executive Information Services (EIS), Inc.
("Contractor")**

1. DEFINITIONS

1.1   Agent – another party (e.g. a private inspection or enforcement agency) under contract to County and authorized by County to act on its behalf to use EIS Developed Software in delivering services within the legal jurisdictional boundaries of County. Agents authorized by County must agree in writing to County to adhere to all terms and conditions of this Agreement.

1.2   Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

1.3   Annual Support Services Fee – the annual fee payable by County to Contractor for the support services provided by the Contractor under Section 3 of this Agreement.

1.4   County – Clark County, Washington the only legal entity (together with licensed Named Users, Agents, and External Users) hereby licensed to use EIS Modules as identified in Section 2.1 of the County's Software License Agreement in processing transactions in relation to services provided by County within its legal jurisdictional boundaries.

1.5   Configuration – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of County, together with the resulting set of configured EIS business processes.

1.6   Cumulative License Fee – the amount upon which the Annual Support Agreement fee is based. The Cumulative License Fee is the sum of all license fees paid for EIS Software, interfaces and supportable configurations and all Named User licenses purchased by County, even if those Modules and/or Named User licenses are not in active use.

1.7   Defect - a program error that will cause EIS Developed Software to crash or materially impair the function of the program, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of EIS Developed Software as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to EIS Developed Software unless the Third-Party Software is supplied by the Contractor, or to problems arising from EIS Developed Software Configurations not developed by Contractor.

1.8   EIS Developed Software – refers to any original works, controls, components and software developed by EIS including derivative works and specialized code. Includes the collection of commercial modular software applications, interfaces and custom configurations licensed to the County. EIS Developed Software includes stored procedures and documentation that comes with the EIS Developed Software.

1.9   EIS PS.NET/JMS (may also be referred to as "JMS") – A functioning, commercially available "out of the box" Jail management Information system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within EIS Developed Software. All EIS PS.NET/JMS Configurations and reports are considered Contractor Intellectual Property.

1.10   Enhancement - any work requested by County to alter existing EIS Developed Software features, or to add any new features or functions to EIS Developed Software.

1.11   External User - an individual external to County and served by County who is provided access to the EIS Developed Software in accordance with standard software licensing requirements.

1.12 Infrastructure – the physical wiring, network, hardware and software necessary to deploy and operate EIS Developed Software. Infrastructure also includes any workstation/notebook hardware and software, web or applications servers, wireless service providers, and other peripheral hardware or software used by EIS developed software, including Third-Party Software.

1.13 Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) EIS developed pre-existing software, or pre-existing software Configurations (including reports) of Contractor; and b) Contractor methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing material provided by Contractor under separate license; and d) any modification or customization to the EIS Developed Software related to County request or contract deliverable.

1.14 Module – a functional subset of EIS Developed Software.

1.15 Named User - an individual internal to County or representing County or an Agent who has access to EIS Developed Software. A Named User can access the EIS Developed Software from any workstation on County's network or intranet, or via the Internet.

1.16 Production Database – a single, named Microsoft SQL Server database used in production for EIS Developed Software at County site or at Contractor hosted site.

1.17 Release – any version, point, or maintenance release to EIS Developed Software issued by Contractor.

1.18 Site-Specific Configuration – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for County.

1.19 Source Code – Any and all program code or database definitions developed by Contractor using a formal programming language and used by EIS Developed Software.

1.20 Startup - the date that EIS Developed Software is first used in production at County for business purposes.

1.21 Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by Contractor (including its subcontractors if applicable) to County. See Exhibit C in the Master Contract.

1.22 Third-Party – a person, corporation, organization or entity other than County or Contractor.

1.23 Third-Party Software – any identifiable product embedded in and/or linked to EIS Developed Software at County's site, but to which the proprietary rights belong to an independent Third-Party.

1.24 Contractor – Executive Information Services (EIS), Inc., incorporated in the State of Nevada, with offices located in Ocala, Florida, U.S.A.

2. SCOPE OF AGREEMENT

2.1 By this Agreement, Contractor agrees to provide County with a single perpetual PS.NET/JMS Enterprise License including the following optional interfaces and supporting modules:

EIS PS.NET/JMS Server	EIS PS.NET/JMS Client
EIS PS.NET/PocketJMS	EIS PS.NET/M2
Crossmatch Interface Software	WACIC Interface Software
TelMate Interface Software	Keefe Interface Software
CoreEMR Interface Software	Integraph Interface Software
SCOMIS Interface Software	DISCIS Interface Software
Versaterm Interface Software	RegJIN Interface Software

This License includes a County Level Site Use License. The current Release of EIS Developed Software and EIS PS.NET/JMS software will be provided to County. This Release will only be provided in compiled form and consists of executable code, database schemas, and documentation and/or online help.

3. GRANT OF LICENSE

3.1 Subject to terms of this Agreement, In accordance with the terms and conditions of this Agreement and subject to (i) the payment by County of the Fees and (ii) any restrictions, terms or conditions imposed by a third party in connection with its Third Party Software, Contractor hereby grants County a personal, perpetual, non-exclusive, non-transferable, revocable license itemized in Section 2.1 to use the Licensed Software at the Authorized Site(s), in object code format only, solely for County's internal data processing purposes (the "License"). In the event of a conflict between this License and the restrictions, terms or conditions of a third party with respect to its Third Party Software, the third party restrictions, terms and conditions shall govern. Upon reasonable notice and during normal business hours, County shall grant Contractor physical access to the Authorized Site(s) in order for Contractor to inspect the Authorized Site(s) and audit County's use of the Licensed Software. County may not sell, lease, assign, sublicense, or otherwise transfer or disclose the Software in whole or in part, to any third party. The License shall remain in effect until terminated.

3.2 Site License: County shall be entitled, with respect to this product, to an unlimited number of seats or users of the product within the County organization, provided product shall be accessible only to all such users that are employees of the County and agree to be bound by the terms of the license agreement, and that the County assumes all liability for all use by such users. County shall be entitled to Install and use Server Software on a single computer for each license purchased and make one copy of the Software in machine-readable form solely for backup purposes, for disaster recovery or in support of server migration or re-installation. County must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

3.3 County is permitted to establish any number of development, testing or training databases, plus one (1) EIS PS.NET/JMS Production Database at County site. County is also entitled to make back-up copies of EIS Developed software for use in accordance with the provisions of this Agreement.

3.4 County is permitted to use EIS Developed software only for processing transactions in relation to services provided by County within its legal jurisdictional boundaries. County may not use EIS Developed software to process transactions for another jurisdiction.

3.5 Install and use the Software on a single computer for each license purchased and make one copy of the ·Software in machine-readable form solely for backup purposes, for disaster recovery or in support of server

migration or re-installation. County must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

3.6 Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of client workstations running the Software does not exceed the number of licenses of the Software purchased.

3.7 Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of County's internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each such client workstation.

3.8 County may reproduce the software and documentation and any web-based or computer-based training materials for their own internal use, if applicable, provided that each copy thereby produced shall be marked with the Contractor's proprietary markings as delivered to the County.

3.9 In the event that County desires to use the Licensed Software at another site or change its Authorized Site(s), County shall provide Contractor with written notice thereof, including the location of the new site(s). Except with Contractor's prior written consent, County shall use the Licensed Software only at the Authorized Site(s).

3.10 This Agreement does not transfer to County title to the Licensed Software or Proprietary Information, or any intellectual property contained therein. County may not rent, lease or sublicense the Software for any purpose. County may not modify the Software or create derivative works based upon the Software.

3.11 If County is a unit or agency of the United States Government, County expressly agrees that the License is "commercial computer software" or "commercial computer software documentation". Absent a written agreement to the contrary, the rights granted herein are, in the case of civilian agency use, Restricted Rights, as defined by FAR §52.227.19, and, if for Department of Defense use, limited.

3.12 County may not release proprietary Software information such as Software database schemas or Software technical specifications.

3.13 County may terminate the Contractor license at any time by destroying all copies, modifications, or merged portions of the Software.

3.14 County may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. <u>LICENSE FEES</u>

4.1 For the one-time perpetual license, County agrees to pay Contractor a one-time license fee of **$535,500.00** for license rights to EIS Developed software identified in Section 2 of this Agreement. Unless otherwise agreed to by Contractor in the Statement of Work, all EIS Developed Software license fees are payable upon signing of this Agreement.

4.2 Contractor License costs will not increase for the first five six (6) years of the contract. In year seven (7) the Contractor may increase the license cost a maximum amount not to exceed the five (5) year compounded Consumer Price Index (CPI). Contractor shall not charge a greater amount than charged to new customers with similar duration contracts.

4.4 The one-time perpetual license fee does not include Infrastructure or Contractor -managed hosting services or PS.NET/JMS Configuration modifications or Enhancements. Contractor may provide these for additional cost under separate agreement.

4.5 License and all other fees quoted in this Agreement exclude any applicable federal, state, local, or sales taxes. County agrees to remit payment to Contractor within 30 calendar days of receipt of the invoice.

5. SOURCE CODE

5.1 This license will provide County with run-time (compiled code) only capability for EIS Developed software as described in Section 2 of this Agreement.

5.2 County shall not decompile, disassemble or otherwise reverse engineer any of the Licensed Software or use any similar means to discover the source code or trade secrets contained therein. County may make and maintain no more than one (1) archival copy (for backup purposes only) of each item of Licensed Software, provided that each copy contains all legends and notices that appeared in the copies licensed by Contractor.

5.3 A copy of EIS PS.NET/JMS Source Code will be held in escrow for County by National Software Escrow, Inc. of Brecksville, Ohio as part of the annual maintenance agreement. The source code held in escrow will be refreshed annually.

5.3 Source code (metadata) to Site-Specific Configurations, PL/SQL, reports, and specialized code developed specifically for County may be installed at County site.

5.4 Upon release of the source code pursuant to the Escrow Agreement, the County shall have the additional right to modify the source code. The rights provided for in this Contract are in addition to those granted to the County as licensee.

6. OWNERSHIP OF SOFTWARE AND DATA

6.1 Contractor has exclusive licensing and distribution rights for EIS Developed software worldwide, including PS.NET/JMS. To the knowledge of Contractor, having made reasonable commercial attempts, EIS Developed software does not infringe on any copyrights, trademarks, or patents. County will not remove any ownership or copyright notices from EIS Developed software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of any EIS Developed software is strictly prohibited.

6.2 Contractor is, and will remain, the exclusive owner, or is the authorized agent of the owner of EIS Developed software proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with Contractor. No license or conveyance of any such rights to County is granted or implied under this Agreement.

6.3 Contractor will retain ownership of the Intellectual Property associated with Enhancements, interfaces, and additional Modules, functions or capabilities developed by Contractor for County.

6.4 County is deemed to own any Site-Specific Configuration for their EIS PS.NET/JMS installation. County grants Contractor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the Site-Specific Configuration developed pursuant to this Agreement without compensation to County.

6.5 County may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer EIS Developed software to any other party. County will not copy, resell or give EIS PS.NET/JMS Configurations or documentation to any other party. County agrees not to distribute EIS Developed software as part of any other software product, commercial or otherwise, without the prior written approval of Contractor.

6.6 County will retain sole and complete ownership of its data at all times, regardless of the location of the data, and Contractor may not make any use of County data other than for testing purposes, without the prior written consent of County.

6.7 Credit for Technology Migration:

   a) The County shall have the right, but not the obligation, to retire any existing software in connection with a technology migration.

   b) If the County licenses software for installation on a particular hardware platform, and such software is available on multiple hardware platforms, and if the County elects to migrate to another hardware platform, the County will notify Contractor of the County's intent to migrate such software. Contractor will assist the County with this migration but will charge for their services at the then current Contractor rates. Contractor shall promptly deliver to the County a version of such software appropriate to the platform to which the County wishes to migrate and the County will cease to use software licensed on the initial platform and either (a) return such software and documentation therefore to Contractor; or (b) certify destruction of such software and documentation, as may be mutually agreed to by Contractor and the County, except that the County may retain one back-up copy for archive purposes.

   c) Use any software/product customized or developed by Contractor for the County under this Contract shall not require return of such software/product to Contractor by the County. Contractor shall gain no right whatsoever in any such software/product due to the County's cessation of use.

6.8 Substitution of Software at No Charge: In the event that Contractor ceases to provide maintenance for any standard software within two years of final acceptance of that software, Contractor shall substitute functionally similar new software, which shall conform in all aspects to the acceptance criteria and shall in no way degrade performance or functionality of the system, at no additional cost to the County.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1 Each party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other party, including without limitation, documentation, plans, business and technical information, marketing and other materials, software and data ("Proprietary Information"). Each party shall keep the Proprietary Information in confidence, protect the Proprietary Information from disclosure to third parties and restrict its use as provided in this agreement. Each party will use such confidential or proprietary information only for the purpose for which it was disclosed.

7.2 As used in this Agreement, the term "confidential or proprietary information" means all trade secrets or proprietary information designated as such in writing by one party to the other. All software code in source of object format shall be deemed to be proprietary information whether it is marked as such or not. Information which is orally or visually disclosed by one party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing party if:

   a) it would be apparent to a reasonable person, familiar with the business of the releasing party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing party, within thirty (30) calendar days after such disclosure, delivers to the receiving party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving party personnel to whom such disclosure was made.

7.3 Each party will only disclose confidential or proprietary information received by it under this Agreement to personnel who have a need to know such confidential or proprietary information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such confidential or proprietary information.

7.4 Each party will adopt and maintain programs and procedures which are reasonably calculated to protect confidential or proprietary information, and will be responsible to the other party for any disclosure or misuse of confidential or proprietary information which results from a failure to comply with this provision. Each party will promptly report to the other party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended party to prevent, control, or remedy any such violation.

7.5 The obligations of each party specified above will not apply with respect to any confidential or proprietary information, if the receiving party can demonstrate, by reasonable evidence, that such confidential or proprietary information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving party;
b) was already in the possession of the receiving party at the time of disclosure;
c) becomes known to the receiving party through disclosure by sources having the legal right to disclose such confidential information;
d) was independently developed by the receiving party without reference to, or reliance upon, the confidential information; or
e) was required to be disclosed by the receiving party to comply with applicable laws or governmental regulations, provided that the receiving party provides prompt written notice of such disclosure to the offended party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

7.6 If County is subject to freedom of information legislation Contractor agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for County pursuant to this Agreement.

7.7 Contractor may disclose to County information which it considers confidential and proprietary, including without limitation, documentation, plans, business and technical information, marketing and other materials, software and data ("Proprietary Information"). County acknowledges that unauthorized disclosure of Proprietary Information may cause substantial economic loss to Contractor and/or its vendors, suppliers and licensors and Contractor is entitled to obtain injunctive or other equitable relief in connection therewith.

7.8 Upon termination of this Agreement, each party will make all reasonable efforts to return to the other party all tangible manifestations, and all copies thereof, of confidential or proprietary information received by the other party under this Agreement, if requested to do so by the disclosing party.

8. <u>LIMITATIONS OF LIABILITY AND INDEMNITY</u>

8.1 Infringement Indemnity: Contractor shall, at its own expense, hold harmless, indemnify, and defend the County, its directors, officers, employees, agents and affiliates from and against any and all claims,

demands, damages, liabilities, losses, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged violation or infringement by the software of any proprietary right of any person whosoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The County agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise. No settlement that prevents the County's continuing use of the software shall be made without the County's prior written consent.

If any third party claim causes the County's use of the software to be endangered, restricted or disrupted, Contractor shall (a) cause the software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product; (b) cause the software to be modified to avoid the infringement; (c) obtain a license for the County to continue using the software and pay any additional fee required for such license; or (d) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to the County license fees actually paid by the County and any direct damages documented by County for the affected software and documentation.

9. SUCCESSION

9.1 This Agreement will be binding on the legal successors or representatives of Contractor and County. It will also be binding on any party that receives licensing and distribution rights to EIS Developed Software from Contractor.

9.2 Any rights granted to either party under this Agreement may not be assigned by that party, or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

10. NOTICES

10.1 All notices and communications that either party desires or is required to give to the other party should be delivered to the following:

All written notifications and written amendments shall be sent to the following:

For Clark County:	For Contractor: EIS, Inc.
Name:	Name: Alvin Jay Gortcinsky
Title:	Title: President
Address:	Address: 1396 NE 20th Ave., Building 100
City, State:	City, State: Ocala, FL 34470
e-mail:	e-mail: jay@goeis.net

Copy to: Clark County	Copy to: EIS, Inc.
Office of Purchasing	Adam Missler
P.O. Box 5000	VP, Business Development
1300 Franklin Street, 6th Floor, Suite 650	1396 NE 20th Ave., Building 100
Vancouver, WA 98660	Ocala, FL 34470

Exhibit E: Annual Product Support Agreement

for EIS Clients

Rev. 2 - 2/28/2015

Between:

Clark County, Washington ("County")
And

Executive Information Services (EIS), Inc.
("Contractor")

DEFINITIONS

1.1   Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

1.2   Annual Support Services Fee – the annual fee payable by County to Contractor for the support services provided by the Contractor under Section 3 of this Agreement.

1.3   County – Clark County, Washington the only legal entity (together with licensed Named Users, Agents, and External Users) hereby licensed to use EIS Modules as identified in Section 2.1 of the County's Software License Agreement in processing transactions in relation to services provided by County within its legal jurisdictional boundaries.

1.4   Configuration – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of County, together with the resulting set of configured EIS business processes.

1.5   Cumulative License Fee – the amount upon which the Annual Support Agreement fee is based. The Cumulative License Fee is the sum of all license fees paid for EIS Software, interfaces and supportable configurations and all Named User licenses purchased by County, even if those Modules and/or Named User licenses are not in active use.

1.6   Defect - a program error that will cause EIS Developed Software to crash or materially impair the function of the program, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of EIS Developed Software as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to EIS Developed Software unless the Third-Party Software is supplied by the Contractor, or to problems arising from EIS Developed Software Configurations not developed by Contractor.

1.7   Enhancement - any work requested by County to alter existing EIS Developed Software features, or to add any new features or functions to EIS Developed Software.

1.8 External User - an individual external to County and served by County who is provided access to the EIS Developed Software in accordance with standard software licensing requirements.

1.9 Infrastructure – the physical wiring, network, hardware and software necessary to deploy and operate EIS Developed Software. Infrastructure also includes any workstation/notebook hardware and software, web or applications servers, wireless service providers, and other peripheral hardware or software used by EIS developed software, including Third-Party Software.

1.10 Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes:

a) EIS developed pre-existing software, or pre-existing software Configurations (including reports) of Contractor;
b) Contractor methodologies, processes, tools, and general knowledge of the matters under consideration; and
c) any pre-existing material provided by Contractor under separate license.
d) any modification or customization to the EIS Developed Software related to County request or contract deliverable.

1.11 Module – a functional subset of EIS Developed Software.

1.12 Named User - an individual internal to County or representing County or an Agent who has access to EIS Developed Software. A Named User can access the EIS Developed Software from any workstation on County's network or intranet, or via the Internet.

1.13 EIS Developed Software – refers to the collection of modular software applications, interfaces and custom configurations licensed to the County. EIS Developed Software includes stored procedures and documentation that comes with the EIS Developed Software.

1.14 EIS PS.NET/JMS (may also be referred to as "JMS") – A functioning, commercially available "out of the box" Jail management Information system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within EIS Developed Software. All EIS PS.NET/JMS Configurations and reports are considered Contractor Intellectual Property.

1.15 Production Database – a single, named Microsoft SQL Server database used in production for EIS Developed Software at County site or at Contractor hosted site.

1.16 Release – any version, point, or maintenance release to EIS Developed Software issued by Contractor.

1.17 Site-Specific Configuration – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for County.

1.18 Source Code – Any and all program code or database definitions developed by Contractor using a formal programming language and used by EIS Developed Software.

1.19 Startup - the date that EIS Developed Software is first used in production at County for business purposes.

1.20 Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by Contractor (including its subcontractors if applicable) to County. See Exhibit C in the Master Contract.

1.21 Third-Party – a person, corporation, organization or entity other than County or Contractor.

1.22 Third-Party Software – any identifiable product embedded in and/or linked to EIS Developed Software at County's site, but to which the proprietary rights belong to an independent Third-Party.

1.23 Contractor – Executive Information Services (EIS), Inc., incorporated in the State of Nevada, with offices located in Ocala, Florida, U.S.A.

2. TERM OF AGREEMENT

2.1 This Agreement will begin and remain in effect for a period of five (5) years. It will begin at the Startup of EIS PS.NET/JMS and be renewed annually upon payment by County of the Annual Support Services Fee, unless otherwise revised or terminated under the provisions of this Agreement.

2.2 County may elect to terminate annual support services described in this Agreement at any time, at its sole discretion, by providing 60 calendar days advance written notice to Contractor. In the event that County terminates annual support services and wishes to reactivate annual support services at a future date, all Annual Support Services Fees back to the date of termination will be payable before annual support services are reactivated.

3. CONTRACTOR SUPPORT SERVICES

3.1 Contractor agrees, during the term of this Agreement, to provide support and maintenance services related to EIS Developed Software in a timely and professional manner. Under the terms of this Agreement, and provided that this Agreement is in effect and County has paid its Annual Support Services Fee, Contractor will provide software support services described in this Agreement to County.

3.2 For the Annual Support Services Fee paid by County, Contractor will provide unlimited technical support for County's designated EIS PS.NET/JMS support personnel described in Section 4 of this Agreement. Standard Support activities pertain to EIS Developed Software (as licensed), and are summarized in Attachment A to this Agreement.

3.3 When County submits a support request through the EIS Support Web site (http://www.goeis.net) during normal EIS business hours for support, as specified in Section 3.6 of this Agreement, Contractor and County together will categorize and set target resolution timeframes. The targeted resolution timeframe will be established once the initial triage and investigation is concluded, and the issue can be replicated. The target resolution timeframe will be recorded in the Contractor's support system so that it can be reported against. The Contractor's support staff shall respond to a ticket within the times specified below. Response times will be measured from the time a County submits a ticket. The Contractor will escalate as appropriate, the support request according to the following criteria:

Severity	Definition	Response Time	Targeted Resolution Time*	Response Process
Critical (Level 1)	• County site is down. • Major impact to operations of County site.	< 15 min	2 hours from time problem identified as an EIS supportable issue and reported to EIS by direct telephone contact - problem identification and initial response plan to be provided to County.	• Immediate and ongoing effort, with continuous reporting to County until a work-around or fix has been provided. A work-around is acceptable as an interim solution pending resolution of the issue. • Root cause failure report on all tickets classified as critical will be provided to County within 48 hours of the incident
High (Level 2)	• Major impairment of at least one important function at County site. • Operations at County site are impacted. • All important County functions are working albeit with extra work.	< 1 hour	6 hours from time problem identified as an EIS supportable issue and reported to EIS by direct telephone contact - problem identification and initial response plan to be provided to County.	• Proceed with fix as high priority work with reporting to County at least once daily until a work-around or fix has been provided. A work-around is acceptable as an interim solution pending resolution of the issue.
Medium (Level 3)	• County Operations not significantly impacted. • One or more minor County functions not working. • Major usability irritations impacting many staff at County.	< 4 hours	24 hours from time problem identified as an EIS supportable issue and reported to EIS by direct telephone contact - problem identification and initial response plan to be provided to County.	• Proceed with fix as medium priority work, according to schedule set by both Contractor and County.
Low (Level 4)	• Minor usability irritations impacting many staff at County.	< 2 working days	N/A	• Proceed with fix as low priority work.

* Targeted Resolution Time includes the time to either provide a solution to the issue, or to identify a workaround acceptable to the County.

a) **Service Level Reporting**
- Contractor will provide County an annual report that will show the following for both response times and resolution times by severity level:
  - o Total # Tickets
  - o # Tickets that met SLA Response/Resolution Time
  - o # Tickets that did not meet SLA Response/Resolution Time
- Contractor will set up an annual call with County to review the above reports

b) **Key Performance Indicator (KPI) Measurements**

Key Performance Indicator	Measurement	Standard
Response Timeframe	Percentage of time a response was received from the Contractor within the allocated timeframe	90%
Resolution Timeframe	Percentage of time a ticket was closed within the allocated timeframe including defects	90%
Quality	Percentage of time a ticket was reopened or a new ticket was opened and linked to the original ticket because the original issue was not resolved	10%

Annually, all Critical and High tickets will be evaluated against the above KPIs based on:

# of Tickets that did not meet the above KPIs (Critical/High Only)	% of Annual Maintenance and Support Fee Refunded to County
<=2	0%
3-5	10%
6-8	20%
>8	30%

3.4 The Annual Support Service Fee does NOT include technical support for Third-Party Software not embedded within EIS developed software, such as operating system software and Microsoft Office products. It will cover Third-Party software that was provided by the Contractor as part of the County's implementation. Technical support for EIS PS.NET/JMS related hardware that may be used by County, including computers, cameras, scanners, printers, digital signature pads, and other hardware peripherals is NOT included as Third- Party hardware. The County is responsible for these components.

3.5 Contractor will not begin charging County for support until Contractor demonstrates to County that the source of the problem is not related to an EIS Developed Software Defect and County has authorized work to resolve the issue. Time will be not charged to County for EIS Developed Software Defects reported to Contractor.

3.6 Contractor shall provide support services for level 1 and level 2 severity errors twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year – all other errors will be services in accordance with standard support hours. The EIS Support Web site (http://www.goeis.net) will be available 24 x 7 for submitting County support requests. The EIS support desk will be staffed from 8:00 AM – 5:00 PM

(Pacific Time), Monday through Friday. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates to be negotiated between the Parties. The support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the system and with the County's applicable configuration. Telephone support and all communications will be delivered in understandable English.

3.7   Contractor will provide notice of all new EIS Developed Software Releases to County and will provide new EIS Developed Software Release to County. A new Release may include EIS Developed Software executable code, Release notes, updated documentation and/or online help, and new/enhanced reporting capabilities. Contractor will retain full ownership rights to any EIS Developed Software Release delivered to County. If requested by County, Contractor may provide services to implement a new EIS Developed Software Release under the terms and conditions contained in Section 5 SERVICE AND SUPPORT FEES, TERMS AND CONDITIONS.

3.8   Unless otherwise specified, EIS Developed Software product warranty and support will be conducted at, and deployed from, Contractor offices. Travel and living expenses to provide on-site services deemed by EIS as required to repair an EIS Developed Software Defect will not be charged to County.

3.9   County may request that Contractor add new features or functions to EIS Developed Software and provide such Enhancements for use by County. Contractor reserves the right of final approval for all Enhancements requested. Contractor will retain ownership of the Intellectual Property associated with Enhancements developed by Contractor and provided for use by County.

3.10   In the event that Contractor has sold Third Party licenses to the County, Contractor will be responsible for researching and diagnosing the issue and, if proven to be a EIS Developed Software product issue, for fixing it, or if proven to be a Third Party product issue, for submitting the issue to the Third Party Contractor.

3.11   In the event EIS Developed Software is upgraded, modified, or enhanced, including interim updates, block releases, patches or fixes of major or minor bugs, Contractor shall provide online/phone support for upgrades, updates, changes, enhancements, or fixes to the County at current Contractor rate. "The County will not accept new releases/upgrades until the Contractor performs rigorous quality assurance testing, there are no known errors and the product is available for general release."

3.12   Contractor shall provide the necessary resources to accommodate system updates needed to meet mandated changes to Federal, State and Local laws. Such resources will be provided to the County at current Contractor rates. These system updates shall be completed in a mutually agreed upon timeframe.

4.   **COUNTY OBLIGATIONS AND RESPONSIBILITIES**

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of County:

4.1   Infrastructure Support –The County is responsible for installing, testing, and supporting its Infrastructure, and for ensuring a stable operating environment documented as compatible with EIS Developed Software. County is responsible to ensure that maintenance and support is contracted with applicable Third-Party hardware and software contractors. Responsibilities include: maintaining current virus protection software and installing all "critical" operating system upgrades; managing Third-Party Software products on infrastructure not related to EIS Developed Software that may interfere with the operation of EIS developed software; managing the local Internet Service Provider (ISP) providing County its Internet connection and/or its wireless service; managing its own networks; and implementing its own security policies and procedures.

4.2   EIS PS.NET/JMS Support – County is responsible for providing first-line EIS PS.NET/JMS support to County staff. First-line EIS PS.NET/JMS support is responsible for researching issues and assessing if they are the result of an EIS Developed Software Defect. County will identify a limited number of County staff entitled to submit EIS PS.NET/JMS support requests..

4.4   Installation and Deployment – County is responsible for installing and testing new EIS PS.NET/JMS releases at County's hosted site, for deploying EIS PS.NET/JMS to workstations, for communicating EIS PS.NET/JMS changes to County staff and licensed users, and for providing internal training and support to County staff and internet users.

4.5   Database Operations –County is responsible for on-site operational support of the EIS PS.NET/JMS database server(s) and for providing EIS PS.NET/JMS database administration. Tasks include performing EIS PS.NET/JMS system backups, system restarts, and providing on-site troubleshooting assistance for Contractor staff. If the Contractor is hosting the system, they are responsible for these tasks.

4.6   Third-Party Software Licenses – County is responsible for acquiring software licenses and upgrades for any Third- Party Software, not supplied by the Contractor to complete its responsibilities under this Agreement. County will be responsible to ensure that software maintenance and support is contracted with the respective Third-Party Contractors and access to Third-Party support should be extended to Contractor personnel, to assist in the diagnosis and repair of County's EIS PS.NET/JMS implementation, if required.

4.7   Future Releases – County acknowledges that future Releases of EIS PS.NET/JMS software may require different or additional equipment and/or software in order to function properly. Contractor is required to provide County with a twelve (12) month notification of such requirements. County will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

4.8   Remote Access – the County is hosting EIS PS.NET/JMS on County controlled equipment, and will provide Contractor with the means to electronically connect to the County's EIS PS.NET/JMS environment, including production, test and development databases, to enable software transfers and remote troubleshooting. At a minimum, remote access provided by the County shall support web conferences hosted by EIS. Remote VPN access should be available to Contractor at the time of the initial EIS PS.NET/JMS installation at County site. In the event that remote access is required by the Contractor to the County's system, Contractor will follow all County policies regarding remote access including completion of a Remote Virtual Private Network (VPN) Access Form.

5.0 SERVICE AND SUPPORT FEES, TERMS AND CONDITIONS

5.1 The Annual Support Services Fee is 20 per cent of the non-discounted cumulative License Fee paid by County less any discounts or incentives offered. Annual Support Service Fees will not increase for the first five (5) years of the contract. In year six (6), the Contractor may increase the cost a maximum amount not to exceed the five (5) year compounded US Consumer Price Index (CPI) since the start of the term. The County will be given an option to renew this contract for another two (2) years at a fixed price extension. Contractor shall not charge a greater rate than charged to new customers with similar duration contracts.

Table 5.1

ANNUAL SUPPORT AND MAINTENANCE FEES*	STANDARD FEE	DISCOUNT	TOTAL
* DUAL SERVER SUPPORT			
YEAR 1 - 12 Month Warranty	Included		
YEAR 2	$ 107,100.00	20%	$ 85,680.00
YEAR 3	$ 107,100.00	20%	$ 85,680.00
YEAR 4	$ 107,100.00	20%	$ 85,680.00
YEAR 5	$ 107,100.00	20%	$ 85,680.00
YEAR 6	$ 107, 100.00	20%	$ 85,680.00
YEAR 7	$ Year 6 Total + CPI	0%	TBD

5.2 The EIS consulting rates for support services of **$150 per hour** will not increase for the first five (5) years of the contract. In year six (6), the Contractor may increase the cost a maximum amount not to exceed the five (5) year compounded US Consumer Price Index (CPI). The County will be given an option to renew this contract for another two (2) year fixed price extension.

5.3 Support service fees are payable for each full calendar month in which support services are provided to County. Contractor will invoice County approximately one month prior to the expiration of the Annual Support Agreement and County agrees to pay Contractor in advance for the Annual Support Services Fee.

5.4 County will have 18 months from the date of General Availability of a version or point release to install an upgrade. If County elects not to upgrade to the newer version or point release within 18 months, support services described in Sections 3 of this Agreement may be provided at additional cost, to be negotiated between Contractor and County.

5.5 All fees referred to in this Agreement exclude any applicable federal, state, local, or sales taxes. County agrees to remit payment to Contractor within 30 calendar days of receipt of the invoice.

6. WARRANTY

6.1 All EIS Developed Software product Releases delivered to County have a 12 month warranty from the general availability date of the Release. Unless otherwise specified in Contractor's Statement of Work, the warranty on all Contractor-developed Site- Specific Configurations is 90 calendar days after the County has issued a Certificate of Acceptance for that work.

6.2 Contractor will repair EIS Developed Software Defects reported by County while this Agreement is in effect at no additional cost to County. Contractor will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary. County will have to upgrade to the current Release of EIS developed software, as corrections are only applied to the current production Release of EIS Developed Software. Upgrade

installation assistance and related services will be provided to County by Contractor at an additional cost. To purchase Contractor services, please contact your EIS Account Manager for further assistance.

6.3 Contractor does not provide warranty for any Site-Specific Configuration after the Reliability Testing has been signed off, or custom code not developed by Contractor, or developed by Contractor and subsequently altered by County or any other Third-Party.

7. TERMINATION AND DEFAULT CONDITIONS

7.1 Contractor may terminate this Agreement if: County fails to make required payments, County materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, County becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of County. If any of the above conditions are encountered, Contractor will provide written notice to County and provide 30 calendar days for County to remedy the default. If the default is not rectified within 30 calendar days, Contractor will have cause to terminate this Agreement.

7.2 County may terminate this Agreement if: Contractor materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Contractor becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Contractor. If any of the above conditions are encountered, County will provide written notice to Contractor and provide 30 calendar days for Contractor to remedy the default. If the default is not rectified within 30 calendar days, County will have cause to terminate this Agreement.

8. RIGHTS AND OBLIGATIONS

8.1 If either Contractor or County terminates this Agreement, Contractor will retain all fees for products or services delivered to County up to the date of termination. Contractor will refund a pro-rated portion of the Annual Support Services Fee to County, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

8.2 Any termination by Contractor as provided in this Agreement will not in any way operate to deny any right or remedy of Contractor, either at law or in equity, or to relieve County of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

8.3 Any termination by County as provided in this Agreement will not in any way operate to deny any right or remedy of County, either at law or in equity, or to relieve Contractor of any obligation to pay the sum due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

8.4 In addition to any other remedies provided for in this Contract or at law or in equity, the County shall have the right to obtain one or more of the following non-exclusive remedies in the event of any material breach involving maintenance under this Contract by Contractor: (a) suspension of contested payment obligations accruing during the period for which Contractor is in material breach; (b) termination of this Contract in its entirety as set forth in Section 2.31 Termination of any affected maintenance request, in the County's sole discretion; and (c) a refund of all fees for maintenance paid by the County to Contractor for the period beginning from the date of the material breach to the end of the term.

9. MISCELLANEOUS

9.1 All notices and communications that either party desires or is required to give to the other party should be delivered to the following:

For Contractor: For County:

Executive Information Services (EIS), Inc.   Jim Hominiuk, IT Director
1396 NE 20th Avenue, Suite 100   1300 Franklin Street – 3rd Floor
Ocala, FL 34470   Vancouver, WA 9866-5000
Attention: Operations Manager

9.2   Contractor agrees to perform the services in a professional manner and as otherwise set forth in this Agreement. County expressly agrees that Contractor shall not be liable to the County for any loss, liability, damage, cost or expense of County resulting from, or attributable to, performance of the services. Except as provided herein, Contractor neither makes nor intends any express or implied warranties of any description including merchantability and/or fitness with respect to the services or any product thereof.

It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

9.3   This agreement shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement shall not be changed or modified orally but only by an instrument in writing signed by the parties which states that it is an amendment to this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

[AGENCY_____]   Executive Information Services, Inc.

By: _____   By: Alvin J. Gortcinsky

Title: _____   Title: President

_____   _____

Approved as to form:

_____

System Service Plans

Standard services cover all EIS application software. Standard plans do not cover computer hardware, operating systems, e-mail systems, network operating systems, or other computer or network components whether or not they were provided by EIS.

Standard Maintenance Services

- Unlimited Telephone Based Support

- Unlimited use of the EIS Support WEB site. The EIS WEB site is the preferred support medium and preferred contact point with EIS. This includes unlimited use of self-training programs, submission and review of problem reports and the EIS knowledge base and other facilities. This also includes remote desktop communications with EIS support personnel.

- Remote Access Support— Requires a high speed link from the EIS Support Center(s) in Idaho and Florida to the customer site. This is normally accomplished via our secured Bomgar application over the Internet and requires a high speed Internet connection. Dial connections are supported only in special circumstances and not all services are available with dial connectivity.

- Remote Support—If high speed Internet is available and allowed by the local agency, EIS has remote support facilities that allow users to connect with EIS support personnel for the purpose of diagnosing or fixing problems. These facilities can also be used for limited user training and instruction on EIS computer programs.

- On Site Support—On-site support is limited to failures that render the system inoperable or seriously degrade system performance. Support includes diagnostic services to determine the cause of failure (i.e. hardware, software, communications, etc.) and remedial repair of EIS software related problems. EIS will also work closely with Agency personnel or coordinate repair efforts involved in hardware or communications failures. Response time is dependent on distance, severity of the errors, and other factors and is coordinated with the designated Agency project manager.

- General systems consulting, including system evaluation, recommendations on upgrades and enhancements, and budgetary costing on upgrades.

- Service includes periodic on-site visits to check system health, install updated software, install operating system and system software service packs, and provide update training for new operators or new system features. Visits are scheduled in advance by mutual agreement with Agency. Frequency and duration of visits is at the discretion of EIS and depends on frequency of product releases and other factors.

- Software Updates. Minor updates are included in standard service plans. Minor updates are normally provided via internet based PS.NET distribution Servers or remote support facilities and do not involve on-site visits. Major updates that require significant database changes, data conversions, re-installation of software systems, or extensive operator training are subject to additional charges and are scheduled with each Agency on a case-by-case basis. Charges for major upgrades depend on the size of the agency, required days on site, and other factors related to implementation costs. *Due to variables in scheduled feature sets and program development, no guarantees of release dates for any software are made.* Software updates will generally be done in conjunction with regularly scheduled site visits. Agencies have the option of accepting or rejecting upgrades.

- Due to variability, interface upgrades and State Interface upgrades may be subject to additional charges.

Exclusions

EIS assumes no responsibility for third party software including operating systems, communications circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.

System and Data Access

As part of normal support services, EIS may be given access to your systems and data and may download all or parts of databases from your systems. This access is for diagnostic, backup, or data recovery purposes only. Access methods and procedures are worked out with each customer individually and approved in advance by the agency. EIS will execute third part contracts that may be required by State justice agencies.

Notes to Plans

If problems are traced to operating systems, computer hardware, or causes other than EIS application software, any on-site services requested by Agency will be billable at the standard time and materials rates plus direct travel expenses. Agency has the option of approving all on-site service in advance. All maintenance plans are based on payment in advance at the beginning of the maintenance period.

Service on State Interface Gateways includes programming modifications mandated by State Agencies. New state switches requiring new gateways and completely different protocols or message formats may be subject to additional charges.

Service Plan Procedures

EIS maintains central support numbers that are monitored on a 24 hour basis. EIS also maintains a support WEB site for installed systems. Private areas include release notes, documentation and program updates, and other information for self-support.

Customers have the option of dealing with the local site engineer, calling the central support numbers, or using any of the other electronic addresses available. Each site must designate a primary service point-of-contact to receive official correspondence and act as central coordinator for all on-site services.

Mailing Address:	Executive Information Services, Inc. 1396 NE 20th Avenue, Suite 100 Ocala, FL 34470
Main Support Number:	(208) 580-0400
Corporate:	(352) 236-4500
WEB Address:	www.goeis.net
E-Mail Address:	support@goeis.net