

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

626



FROM: Riverside County Department of Child Support Services

SUBMITTAL DATE:
February 14, 2011

**SUBJECT: APPROVAL OF NOVELL TO MICROSOFT MIGRATION SERVICES AGREEMENT
WITH JAGUAR COMPUTER SYSTEMS, INC.**

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement for a period of one-year with Jaguar Computer Systems, Inc. for Novell to Microsoft Migration Services in the amount of \$125,000, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign amendments, and exercise renewal options provided the cost adjustments do not exceed the CPI rates, and;
3. Direct the Clerk of the Board to retain one original copy, and to return two copies to the Purchasing Office.

BACKGROUND: Netware end of life of existing Novell network infrastructure, along with the need to be on the same software database as the State Department of Child Support Services and the

(Continued on Page 2)

[Signature]
John Replogle, Director

| | | | | |
|-----------------------|-------------------------------|---------------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 125,000.00 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 10/11 |

| | | |
|--|----------------------------------|--------------------------|
| SOURCE OF FUNDS: 66% Federal Funding, 34% State Funding | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
BY: Robert Tremaine

County Executive Office Signature

| | | |
|------------------|-----------|----------------|
| Prev. Agn. Ref.: | District: | Agenda Number: |
| | | 3.7 |

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* DATE: 2/15/11
 NEAL R. KIPNIS
 Departmental Concurrence
 Purchasing: *[Signature]* Mark Seiler, Assistant Director
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF NOVELL TO MICROSOFT MIGRATION SERVICES
AGREEMENT WITH JAGUAR COMPUTER SYSTEMS, INC.**

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BACKGROUND (Continued)

Riverside County Department of Information Technology (RCIT) requires that the Department of Child Support Services (DCSS) migrate from a Novell network to a Microsoft platform. Countywide RCIT initiatives for FY 2010/11 include network infrastructure replacement and migration to a new Microsoft network platform encompassing Active Directory, Exchange messaging, and Microsoft file and print services to promote communication consistency between County departments.

PRICE REASONABLENESS

Purchasing released a Request for Proposal, mailing solicitations to twenty-seven companies and advertising on the County's Internet, with three bid responses received.

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing, Information Technology Department, and Department of Child Support Services. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness, bidders experience and ability, overall cost to the County, technical capability, project methodology, and clarification/exceptions or deviations. Jaguar Computer Systems, Inc. was selected as the lowest most responsive/responsible vendor, submitting total project cost that shall not exceed \$125,000. The other bidders' proposed fees ranged from \$162,690 to \$401,150.

The evaluation committee recommends that the award be given to Jaguar Computer Systems, Inc., as the lowest responsive/responsible vendor in the annual amount of \$125,000.

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

PERSONAL SERVICE AGREEMENT

for

Novell to Microsoft Migration Project

between

COUNTY OF RIVERSIDE

and

Jaguar Computer Systems, Inc.



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This Agreement, made and entered into this _____ day of February, 2011, by and between Jaguar Computer Systems, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page, Exhibit C, Technical and Functional Requirements, consisting of six pages, Exhibit D, Existing Network Configuration Table, consisting of two pages, Exhibit E, Riverside County Information Security A-58 Transition Standard, consisting of one page, Exhibit F, Client Email Functional Requirement Checklist, consisting of seven pages, Exhibit G, Existing Data Center Server List, consisting of two pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of six pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through January 2012, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$125,000.00 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted for this Agreement All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Any increase shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Consulting Services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County
DCSS
 Attn: Laurie Labbitt or Mike Hudson
 Ph: 951-955-9532 or 951-955-9822
 Between 8:00 AM to 5:00PM Tuesday through Friday

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number DCARC-91800-001-01/11; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
 Purchasing and Fleet Services
 2980 Washington St.
 Riverside, CA 92504
 Attn: Rebecca Gibson

CONTRACTOR
 Jaguar Computer Systems, Inc.
 4135 Indus Way
 Riverside, CA 92503

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR'S indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If

such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Board of Supervisors
Bob Buster, Chairman of the Board

CONTRACTOR:

Jaguar Computer Systems, Inc.
4135 Indus Way
Riverside, CA 92503

Signature: _____

Print Name: Bob Buster

Title: Chairman of the Board

Dated: _____

Signature: 

Print Name: George Hoanzl

Title: Vice President

Dated: 2/16/11

FORM APPROVED COUNTY COUNSEL

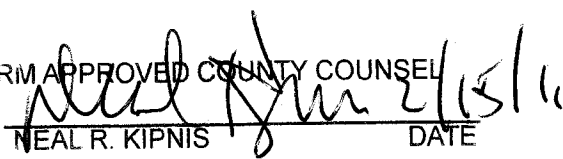
BY:  NEAL R. KIPNIS DATE 2/15/11

EXHIBIT A
SCOPE OF SERVICE

1.0 CONTRACTOR shall participate as part of the implementation team to install and tailor existing hardware and specialized software effectively to migrate from the existing Novell network infrastructure. Scope of service includes creating migration plans, implementation, testing, limited administrator user training, consulting assistance, and post migration support. The primary focus is the migration of the Department of Child Support Services (DCSS) Novell network infrastructure to a complete Microsoft platform.

1.1 RCIT supports DCSS and its network and access to the State of California DCSS data center.

1.2 COUNTY in conjunction with the CONTRACTOR will migrate to a new Microsoft network infrastructure, and will consolidation of the DCSS headquarters site and several satellite branches within the county.

1.3 The COUNTY also provides satellite branch offices with essential information, technology, and communication services that are critical to the mission of serving the areas of Child Support services, and general government. The COUNTY Department's IT also provides user departments' access to the California Statewide Child Support Systems, Internet, email, and midrange systems.

1.4 If some event disrupts network operations, impacted systems would have to be recovered within a relatively short period of time to ensure restoration of essential COUNTY services. Therefore, it is crucial that COUNTY manage the network & data in such a way that interruptions in the services the COUNTY provides are kept to the absolute minimum.

1.5 Additionally, the new environment will include installations of a new clustered Storage Area Network (SAN) at the headquarters facility, and a new server devices and firewall appliances. VMware will be utilized to reduce the number of new and existing servers. The existing SAN will be relocated to the Indio facility for use in disaster recovery.

2.0 CONTRACTOR shall provide:

2.1 Provide migration path analysis:

- a) Analysis and recommendations on a gradual migration or a direct migration path from NetWare to Windows.
- b) Analysis on an automated or manual migration from NetWare to Windows. Novell Environment review, deciding which systems and services to migrate. Subject to COUNTY approval.
- c) Contractor will help perform the planning process, knowing and recommending which services can be migrated easily from a given NetWare environment to Windows and using Quest Software Inc. migration tools to make the migration more efficient.
- d) Contractor shall assist in planning for migrating and integrating those services.
- e) Contractor shall assess the current COUNTY Novell directory services needed to migrate to Active Directory (AD) Server 2008.
- f) Contractor shall assess the current GroupWise messaging service needed to migrate to Microsoft Exchange 2007/2010.
- g) Contractor shall assess current Novell network directory design structure.
- h) Contractor shall assess physical hardware structures.
- i) Contractor shall assess preparedness for production environment migration and sets a priority precedence listing of task activities.
- j) Contractor shall assist COUNTY Department with planning, decommissioning activities in the Novell environment.

2.2 Active Directory & Exchange Migration:

- a) Contractor shall provide designs and executions of the migration strategies used in the steps laid out in this document. The contractor will implement the strategies based on the scope of services being migrated and the definition of stages that will take place.

- b) Contractor shall provide design plans and migration implementation plans for the Windows Server Environment including, virtualization and new SAN hardware.
- c) Contractor shall provide Active Directory migration in correlation with existing Novell NDS design equivalent to Microsoft Exchange Server 2007/2010.
- d) Contractor shall provide infrastructure common points for migration integration in Active Directory (Groups and Group Policies, directory services, Domain Name System, Dynamic Host Configuration Protocol, etc.).
- e) Contractor shall provide setup and migration for Print & file services.
- f) Contractor shall provide migration of email, including Blackberry user accounts, mailboxes, resources, distribution lists, and archives to new Exchange email system and BlackBerry Enterprise Server (BES).

2.3 Migration, deployment, and limited server decommissioning:

- a) Contractor shall migrate the new network systems into the hardware; including new servers and storage area network, software installation and setup.
- b) Contractor shall provide virtual server installation and setup.
- c) Contractor shall provide full infrastructure migration roll-out and deployment of sites and users on the new Windows environment.
- d) Contractor shall develop a pilot deployment plan for users to phase in a schedule timetable. This deployment plan is condition upon approval by the COUNTY and shall include:
 - i. DCSS headquarters
 - ii. Family Law Court
 - iii. Indio DCSS facility
 - iv. Indio Disaster Recovery facility
 - v. San Jacinto DCSS facility
 - vi. Hemet DCSS facility
 - vii. Blythe DCSS facility
 - viii. Larsen Justice Center DCSS office, Indio
- e) Contractor shall identify and develop plans for *sun setting* of unnecessary servers.

2.4 Knowledge transfer:

- a) Contractor shall provide transfer of knowledge to COUNTY network administrative staff to maintain newly deployed infrastructure.
- b) Contractor shall transfer documents and knowledge, in a Microsoft Word or Excel document, gained during the project for use as guidelines and references. The documents should be Microsoft Office Professional Suite.
- c) COUNTY requires Contractors' availability at post migration for support (remote or direct) not to exceed one year or 160 hours whichever comes first, as referenced on Deliverable 4., Item 4.

2.5 Consulting Assistance:

- a) Contractor shall provide design and implementation of centralized messaging services using Exchange 2010.
- b) Contractor shall provide design and implementation of VMware virtualization capabilities and management.
- c) Contractor shall provide design and implementation of Systems Center Configuration Manager (SCCM).
- d) Contractor shall provide design and implementation of Fort iGATE appliances.
- e) Contractor shall provide design and implementation of SQL Server Cluster.
- f) Contractor shall provide assistance in file replication.
- g) Contractor shall provide Microsoft New Technology File System Upgrade, if needed.
- h) Contractor shall provide Internet Information Server configuration (IIS)
- i) Contractor shall provide terminal server configuration.
- j) Contractor shall provide clustering and load balancing configuration and testing.
- k) Contractor shall provide integrated public key infrastructure.
- l) Contractor shall provide installation and configuration of network services and SAN.

- m) Contractor shall provide user and administrative training.
- n) Contractor shall provide disaster recovery site planning and implementation.

2.6 COUNTY Provided:

- a) Contractor's procurement of hardware, software, licenses, or tools for the project.
- b) IP readdressing tasks.
- c) Access control list (ACL), with respect to COUNTY computer file system, the list of permissions attached to an object.
- d) Contractors removing NDS from Novell server.
- e) Contractor's retirement of Novell servers.
- f) End user training on the Microsoft environment.

2.7 Work locations and working hours:

- a) The Contractor shall prepare a schedule for work to be performed, subject to COUNTY's approval, as stated in this scope of work. COUNTY will host the acquired software and support hardware at their headquarters located at;
 - i. 2041 IOWA AVENUE RIVERSIDE, CA 92507
- b) The primary work location:
 - i. 2041 IOWA AVENUE RIVERSIDE, CA 92507
- c) DCSS branch facilities requiring site visits:
 - i. Riverside Family Law Court - 4175 Twelve Street Riverside, CA. 92501
 - ii. Hemet Family Law Court - 880 N. State Street Hemet, CA. 92543
 - iii. San Jacinto DCSS - 1370 S. State Street Suite A, San Jacinto, CA 92583
 - iv. Indio DCSS - 47-950 Arabia Street, Indio, CA 92201
 - v. Blythe DCSS - 260 N. Broadway, Blythe, CA 92225
 - vi. Larsen Justice Center - 46200 Oasis Street, Indio, CA 92201
- d) Contractor's staff, on-site shall be assigned personal workspace at these locations, as required.
- e) The Contractor will be required to provide professional services as identified in this RFP at DCSS HEADQUARTERS facility, which has operating hours of Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding County designated holidays. The County requests the contractor to propose his or her schedule throughout the planning and implementation process unless other arrangements are approved by COUNTY project manager and DCSS IT manager.

2.8 COUNTY Responsibilities and Project Assumptions:

- a) COUNTY will administer this Contract through the assigned project manager.
- b) COUNTY and vendor contractor project teams will attend weekly status meetings.
- c) COUNTY project resources may be impacted due to California State wide budget issues and may cause limited time availability of COUNTY IT staff due to pending furloughs which is expected to last throughout the duration of this project life.
- d) COUNTY will provide accurate and complete information as needed, when needed.
- e) The implementation of the solution is expected to start immediately after a vendor/bidder contract is signed.

2.9 Timeliness for decision and approvals from COUNTY management:

- a) Timeliness of site readiness.
 - i. Lab environment - is not required for the completion of the scope of work.
 - ii. Test environment - is defined as the replacement and new hardware equipment.
 - iii. Production environment - conversion of the test environment to production.
- b) Timeliness for installation, of basic Microsoft Windows Server 2008 configuration.
- c) Provide direction to the Contractor in areas relating to policy, information and procedural requirements.

- d) Preparing Project Change Notices in accordance to the contract & conditions.
 - a. All change orders must be approved by the DCSS in charge of the project, in writing, prior to the change being made. Minor repairs performed at the time of inspection will not be considered change orders, and will be authorized by the DCSS or RCIT representative at the time of occurrence.
- e) COUNTY shall provide knowledge resources of current systems.
- f) COUNTY project managers shall manage project plans and schedules, etc.
- g) COUNTY project managers are responsible for daily decisions and will be the single point of contact.
- h) COUNTY project manager inspects, and accepts/rejects project deliverables.

2.10 Contractor Personnel Furnished Items:

- a) COUNTY will provide the Contractor office space at work locations noted in section 3.7, found on page 9, including a telephone, personal computer, connectivity to test/development and production servers via COUNTY's Intranet, the Internet and access to fax and copy facilities.
- b) COUNTY will furnish necessary office supplies.
- c) COUNTY will provide all third party software and hardware necessary to install, operate and support the purchased software as detailed in the vendor's proposal.
- d) All items furnished for the project will remain the property of COUNTY and are to remain on COUNTY premises.

2.11 Tasks that COUNTY staff will perform to ensure the project's success:

- a) Shall define COUNTY's organizational structure and staffing.
- b) Shall provide a County employed Project Manager and Team.
- c) Shall provide a liaison with the County Information Security Office.
- d) Shall provide business input for a proper Business Continuity Plan.
- e) Shall identify COUNTY specific information to be included in the methodology contained in the Novell network operation system software.

2.12 COUNTY will provide the following planning information to the Contractor, after award:

- a) Where the NetWare Servers are physically located.
- b) Where the Netware servers are logically located.
- c) How many Netware servers are in the environment.
- d) What is the purpose of the Netware servers.
- e) Who uses the servers.
- f) Identify and validate data for developing network migration plans, and installed computer servers and network equipment.
- g) Help create quality control and assurance and acceptance plan.

2.13 CONTRACTOR Tasks:

- a) Contractor must propose a Project Manager or coordinator for the contractor's team. COUNTY must have access to the Contractor Project Manager or coordinator during normal business hours, as noted in 2.7 e., until the project is deemed satisfactorily completed by the COUNTY. Contractor shall provide a telephone number where the Project manager may be reached during regular COUNTY business hours, Monday through Friday.
- b) Project Manager or coordinator shall act as a central point of contact with COUNTY. Project manager or coordinator shall demonstrate previous experience in the management of work requirements for projects similar in size and complexity.
- c) Project Manager or coordinator shall be responsible for providing the COUNTY project manager with weekly project status reports or otherwise mutually agreed to.
- d) Project manager or coordinator shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project manager or coordinator shall be able to effectively communicate, in English, both orally and in writing.

- e) Contractor shall assign a sufficient number of employees to perform the required work. At least one contractor employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- f) Identification Badges - Contractor staff shall wear a visible, COUNTY issued, visitor identification badge identifying Contractor by name. Such badge shall be displayed on employee's person at all times he/she is on COUNTY designated property.
- g) Materials and Equipment - The purchase of all software and hardware necessary to complete this project is the responsibility of COUNTY, and located and remain at the COUNTY facilities.
- h) Contractor shall use materials and equipment that are safe for the environment and safe for use.
- i) Training - Contractor shall provide training programs for designated COUNTY staff as stated in this scope of work, Contractor shall train three (3) COUNTY Technical System Administrators and up to six (6) additional COUNTY Project Team members at a COUNTY training facility.

2.14 TASKS AND DELIVERABLES

Task 1: Migration Path Analysis

The purpose of this task is to develop a report of migration strategies with respect to the scope and methods that will be used during a migration from NetWare to Windows. This report describes the best practices and risks inherent within. A gradual migration assumes that the migration will take place over an extended period of time. Conversely, the direct migration strategy provides the quickest path to moving services from NetWare to Windows.

Deliverable 1: Migration Path Analysis

1. Report containing analysis and recommendations on a gradual migration or a direct migration path from NetWare to Windows, whichever approach prevails. Contents of this report includes:
2. The approach to the migration path selected. Should administration and management be moved to Active Directory?
3. Analysis on an automated or manual migration from NetWare to Windows.
4. Novell Environment review - Deciding which systems and services to migrate. Subject to COUNTY approval.
5. COUNTY Department's Novell directory services needed to migrate to Active Directory (AD) Server 2008
6. Current GroupWise messaging service needed to migrate to Microsoft Exchange 2007/2010
7. Assessment of current Novell network directory design structure
8. Assessment of physical hardware structures
9. Assessment of preparedness for production environment migration and sets a priority precedence listing of task activities
10. Assessment of Department for planning decommissioning activities in the Novell environment
11. Contractor will develop a report of recommendations of how the best practices of migration standards and address how to reduce the inherent risks. This will result in a prioritized set of action items that can be develop as a road map for the COUNTY Department. Contractor will present the result as a written Report of Findings and Recommendations.

Task 2: Active Directory & Exchange Migration including Blackberry email user accounts

The purpose of this task is to ensure the Contractor's technical approach will operate in the technical environment provided by COUNTY and perform the functions stated in Appendix B2, COUNTY Departments Technical and Functional Requirements.

1. Migration Objects
 - Directory
 - Mail
 - Calendar
 - Tasks
 - Personal address books

- Archives
2. Active Directory and Exchange
If deploying a BlackBerry Enterprise Server, the installation schedule should be after the Exchange Server is created and before migration begins.
 3. Testing and evaluation.
 4. GroupWise accounts migration to Exchange.
 5. Administrator closing tasks.
 6. GroupWise closing tasks
 7. Migrate DHCP services when NDS client name resolution is no longer required.
 8. Access Control;
If the gradual migration strategy that the contractor recommends as the migration method, it is assumed that an extended period of coexistence of the two operating systems. Whether or not Active Directory services have been determined to be the focal point for providing directory services, certain issues must be addressed regarding directory management. The primary consideration relative to management is which directory will act as the focal point of administration: NDS as a primary point, or Active Directory services as the primary point of administration.
 9. Contractor shall validate its proposed hardware configuration. COUNTY will install and configure the servers and operating system software.
 10. Assess preparedness for production environment migration.

Deliverable 2: Active Directory & Exchange Migration

1. Create OU structure in AD
2. Create admin group, delegate rights
3. Check disk space is sufficient
4. Configure connector for Novell GroupWise
5. Create Exchange recipient policy for COUNTY
6. Create public folder structure
7. Create Exchange accounts
8. Prepare desktops, workstations
9. Run GroupWise check utility
10. Analyze mailbox sizing
11. Clean up mailboxes
12. Archive cleanup
13. Create GroupWise migration account
14. Configure Proxy access
15. Create user migration schedule
16. Obtain technical resource schedule
17. Finalize user migration schedule
18. Delete GroupWise contacts on users to be migrated
19. Migrate GroupWise users to Exchange
20. Finalize new Exchange accounts
21. Convert GroupWise archives to Outlook.pst format
22. Convert GroupWise contacts to CSV format
23. Remove GroupWise client and Windows messaging from desktops
24. Install and configure Microsoft Office with Outlook on desktops
25. Import migrated calendar SC2 file
26. Import CSV formatted contacts into Outlook
27. Disable, rename, and hide from system visibility the migrated GroupWise Accounts
28. Manually synchronize Exchange with GroupWise
29. Hide GroupWise distribution list
30. Create new Exchange groups
31. Assign migrated Exchange accounts to the appropriate distribution list and groups
32. Delete unused GroupWise distribution list
33. Assign rights to public folders

34. Manually synchronize with GroupWise in both directions
35. Delete unused users and resources
36. Delete empty post office and agent objects
37. Unload the post office agents for deleted post offices
38. Delete any additional unused GroupWise agents
39. Unload any running agents for the previously deleted objects
40. Delete unused GroupWise domain object and associated message transfer agent object
41. Unload the message transfer agent

Task 3: Migration, Deployment and Limited Server Decommissioning

- A. The Contractor shall review with COUNTY Department IT staff the network methodology and assist in the best use of meeting COUNTY requirements. This shall be accomplished through meetings with the COUNTY project team to document requirements. The migration and deployment are tasks assigned to the Contractor.
- B. Novell Background Infrastructure Services to Migrate:
 - Data Migration
 - eDirectory
 - DNS/DHCP
 - iPrint
 - Novell Archive & Versioning Services
 - Distributed File Services (DFS)
 - NetStorage
 - Novell Cluster Services (NCS)
 - Novell Remote Manager (NRM)
 - Novell Storage Services (NSS)
 - Novell Backup/Storage Management Services (SMS)
 - NetWare Core Protocol (NCP)
 - Novell FTP
 - Novell iManager
 - Novell QuickFinder
- C. Novell Cluster Services to Migrate
- D. The primary purpose of a cluster is providing file and print services. Make sure to check the volume resources since it is easy to overload these services. As a general guideline, Novell recommends that NSS volume resources be kept at a total capacity of 80% or less. If you need to reduce the number of standalone servers in production, the logical approach is to import data and services into the high availability resources of a cluster.
- E. Review the health of NCS background operations to resolve any operational issues with the cluster.
- F. Make sure all cluster nodes are up to the latest support pack levels.
- G. Avoid spanning LUNs across NSS pools.
- H. Review and modify, where necessary, the cluster design to take full advantage of the High Availability capabilities of current release software.
- I. Novell recommends the following steps to address both the reliability and the performance of the current cluster:
 - i. Make sure all NetWare nodes are at NetWare 6.5 SP6
 - ii. Use relatively small LUNs and data volumes
 - iii. Introduce Microsoft nodes as required
 - iv. Reconfigure the SAN to host DST shadow volumes

Deliverable 3: Migration, Deployment and Limited Server Decommissioning
 Deliverables are as documented on task #3 above.

Task 4: Knowledge Transfer.

The Contractor shall configure the new Microsoft Exchange environment to meet COUNTY requirements. The Contractor shall work collaboratively with COUNTY's project team and other key stakeholders to validate that the configurations to the software meets COUNTY requirements. Software configurations will be reviewed and accepted by COUNTY.

Deliverable 4: Knowledge Transfer

1. Contractor to provide transfer of knowledge to COUNTY Department network administrative staff to maintain newly deployed infrastructure
2. Contractor to develop and create a maintenance checklist for purpose of supporting the new environment.
3. Contractor to transfer documents and knowledge gained during the project for use as guidelines and references
4. Contractors' availability at post migration for support (remote or direct) not to exceed one year or 160 hours whichever comes first.

Task 5: Consulting Assistance

The Contractor shall work collaboratively with COUNTY in providing assistance. At a minimum, these tasks are sub projects of the migration overall goals.

Deliverable 5: Consulting Assistance

1. Contractor shall provide design and implementation of centralized messaging services using Exchange 2010
2. Contractor shall provide design and implementation of VMware virtualization capabilities and management
3. Contractor shall provide design and implementation of Systems Center Configuration Manager
4. Contractor shall provide design and implementation of Fort iGATE FortiNet appliances
5. Contractor shall provide design and implementation of WildPackets' Inc. OmniPeek Enterprise network analysis for troubleshooting, optimizing and securing networks and applications
6. Contractor shall provide design and implementation of SQL Server Cluster
7. Contractor shall provide assistance in file replication
8. Contractor shall provide NTFS Upgrade, if needed
9. Contractor shall provide Internet Information Server configuration
10. Contractor shall provide Terminal Server configuration
11. Contractor shall provide Clustering & Load Balancing configuration and testing
12. Contractor shall provide Integrated Public Key Infrastructure
13. Contractor shall provide Installation and configuration of Network Services and SAN
14. Contractor shall provide User & administrative training
15. Contractor shall provide Disaster Recovery site planning, implementation
16. Contractor shall provide software solution recommendation using BES. COUNTY is looking for options to migrate to devices that support ActiveSync such as Microsoft Mobile, Palm, or iPhone devices.

Task 6: Provide Additional Consulting (Optional)

During the period of performance under this Contract, COUNTY may identify tasks to be performed by Contractor. For these occurrences, COUNTY will document each task and subsequent deliverables required. Contractor will quote a blended rate for use on a time and materials basis, the effort necessary to fulfill the COUNTY requirements for all identified sub-tasks requested over the term of the agreement. Examples of tasks to be performed by Contractor include:

1. Demonstrate network migration methodology and software capability to COUNTY Department IT technical staff and validate their requirements.
2. Identify best practices COUNTY Department should adopt to ensure system's effectiveness.
3. Configure screens and reports to meet COUNTY's unique requirements for both enterprises, departmental and business unit views of plan data.
4. Perform training and skills transfer to COUNTY staff.
5. Act as a technical resource to COUNTY staff.

Deliverable 6: Additional Consulting (Optional)

Deliverables under this Task will be identified and documented by COUNTY's Project Manager prior to the commencement of work by Contractor.

**EXHIBIT B
PAYMENT PROVISIONS**

| Description | Number of Hours to Complete | Deliverable Cost |
|---|-----------------------------|------------------|
| Project Management Meetings @ \$90.00 | | \$2,400.00 |
| Task 1 and Deliverable 1 | 60 | \$5,400.00 |
| Task 2 and Deliverable 2 | 360 | \$32,400.00 |
| Task 3 and Deliverable 3 | 80 | \$7,200.00 |
| Task 4 and Deliverable 4 | 370 | \$33,300.00 |
| Task 5 and Deliverable 5 | 240 | \$21,600.00 |
| Task 6 and Deliverable 6 | 110 | \$9,900.00 |
| Maintenance/Upgrade Costs | | |
| Warranty costs | | |
| Training (administrator only) | 80 | \$7,200.00 |
| Sub Total: All costs above must include travel and expenses as only associated with this project. | | \$119,400.00 |
| Contingency Amount | | \$5,600.00 |
| Total cost to the County | 1300 | \$125,000.00 |

Contingency amount \$5,600.00 for this project

Payment Schedule:

1. \$ 5,400.00 Task 1 and Deliverable 1
 2. \$ 32,400.00 Task 2 and Deliverable 2
 3. \$ 7,200.00 Task 3 and Deliverable 3
 4. \$ 33,300.00 Task 4 and Deliverable 4
 5. \$ 21,600.00 Task 5 and Deliverable 5
 6. \$ 9,900.00 Task 6 and Deliverable 6
 7. \$ 7,200.00 Training (administrator only)
 8. \$ 2,400.00 Upon successful completion of project
- \$119,400.00

EXHIBIT C TECHNICAL AND FUNCTIONAL REQUIREMENTS

1 TECHNICAL REQUIREMENTS

Each of the items listed in this section describe COUNTY's technical requirements. Some items of the proposed system must completely satisfy these requirements. Items are not necessarily listed in order of importance.

1.1. System Requirements

- 1.1.1 Server: The proposed system must operate on the equipment listed in Exhibit D tables 2a, 2c, and 3. Microsoft Exchange Server 2010.
- 1.1.2 Operating Software: The proposed software must operate on MS Windows Server 2008
- 1.1.3 Processor x64 architecture-based computer with Intel processor that supports Intel 64 architecture (formerly known as Intel EM64T)
- 1.1.4 Memory compatibility depending on Exchange features that are installed.
- 1.1.5 Paging file size the page file size minimum and maximum must be set to physical RAM plus 10 MB
- 1.1.6 Disk space
 - At least 1.2 GB on the drive on which you install Exchange
 - 200 MB of available disk space on the system drive

1.2. Network and directory server requirements for Exchange 2010

- 1.2.1 Schema master
- 1.2.2 Global catalog server
Must have at least one global catalog server running in any Active Directory
- 1.2.3 Domain controller
Must have at least one writeable domain controller
- 1.2.4 Active Directory forest
- 1.2.5 Ipv6 Support
- 1.2.6 BlackBerry User Accounts - the contractor to recommend the BlackBerry Enterprise Server implementation for alternate solutions for handheld solutions to leverage ActiveSync and migration to native ActiveSync devices, etc.

1.3. Directory Server Architecture

- 1.3.1 64 bit Active Directory Domain
- 1.3.2 Single or multi domain environments

1.4. Installing Exchange 2010 on Directory Servers

- 1.4.1 Security & Performance
Install Exchange 2010 only on member servers and not on Active Directory directory servers
- 1.4.2 After Exchange 2010 is installed, changing its role from a member server to a directory server, or vice versa, is not supported.

2. FUNCTIONAL REQUIREMENTS

The definition of function describes how users and systems interact and perform processing. It may include calculations, technical details, data manipulation and processing and other specific functionality that show the end result of a migrated Microsoft architecture. Each of the items listed in this Section describe COUNTY's

Functional Requirements. Contractor will meet COUNTY's requirement, items are not necessarily listed in order of importance.

2.1. Messaging Migration

- 2.1.1 Map source GroupWise accounts to corresponding Microsoft Active Directory accounts
- 2.1.2 Creation of target Microsoft Exchange mailboxes
- 2.1.3 Migrate all GroupWise email messages including translation of the email addresses such that the migrated email is replyable
- 2.1.4 Migrate all calendar / tasks including translation of email addresses such that the migrated calendar / task are replyable
- 2.1.5 Migrate and convert all personal address books including frequent contacts including translation of the email address such that all contacts are usable SMTP addresses
- 2.1.6 Convert the GroupWise archives to Outlook.pst or import directly into target mailbox on the target Exchange Server

2.2. Administrator Tasks to simplify migration

- 2.2.1 Sets forwarding
- 2.2.2 Convert GroupWise Archives to PST
- 2.2.3 Preserves ACLs
- 2.2.4 Manage and report on the migration from a single console
- 2.2.5 Execute free pre-migration analysis to scope project and mitigate risk
- 2.2.6 Schedule the migration to run at anytime
- 2.2.7 Migrate GroupWise data (including resources, groups, folder ACLs, delegation rights, DocLinks, encrypted mail, mail-in databases, etc.) accurately and without end-user involvement
- 2.2.8 Preserve ACLs, embedded images and formatting
- 2.2.9 Migrates single instance and recurring meetings, including meetings with custom or complex patterns and/or reschedules
- 2.2.10 Allows for filters by data type (e.g. mail, calendar, contacts, etc.) by date, and by attachment size within the GUI.
- 2.2.11 Allows for filters that are available in the configuration files for specific folders and other custom filtering.
- 2.2.12 Implementation of these filters in isolation or any combination to move only the desired data for each migration

2.3. Migration Options

- 2.3.1 Option for migration either as batch and end-user;
- 2.3.2 If with administrators option, to include throttling capabilities to avoid bottlenecks
- 2.3.3 If with end-user migration option
- 2.3.4 Migrate anywhere (Exchange 2010, BPOS-S, BPOS-D)
- 2.3.5 Migrates with a true multi-threaded migration, processing 32 simultaneous migration threads on multiple migration workstations.
- 2.3.6 The thread count is configurable which provides additional flexibility to accommodate a wide range of environments (migration hardware, data location, bandwidth, etc.)

2.4. Requirements for the Knowledge Transfer

- 2.4.1 Transfer of documents and knowledge gained during the project for use as guidelines and references.
 - Conceptual understandings about how things work (tricks of the trade)
 - Wisdom and insight gained from the project experience (lessons learned)

- Best practices how they were achieved (resistance, how come, etc.)
- Key contacts within organizations (e.g. influencers) and outside (e.g. customer contacts)
- Non intellectual property
- Development of a maintenance checklist

2.4.2 VMWare Server

- k) Provide functionality to create, edit, and play virtual machines allowing remote access to virtual machines
- l) Show how COUNTY IT network staff of VMware Server's internal utilities can preserve (and revert to) a single snapshot copy of each separate virtual machine within their VMware Server environment.

2.4.3 Microsoft SCCM

SCCM provides remote control, patch management, software distribution, operating system deployment, network access protection, and hardware and software inventory.

- Provide functionality to gain enhanced insight into and control over IT systems.
- Provide comprehensive assessments, deploys, and updates to servers, client computers, and devices-across physical, virtual, distributed, and mobile environments.

2.4.4 FortiGate Network Security Appliance

Show how COUNTY IT network staff the capabilities of:

- Analysis & Management
- Antispam
- Antivirus
- Application Control
- Database Security
- Intrusion Prevention
- Vulnerability Management
- Web Filtering

2.4.5 SQL Server Clustering

- Integrated solution
 - Create and configure a single-node SQL Server failover cluster instance resulting with a fully functional failover cluster instance.
 - Create additional node to be added to the SQL Server failover cluster for high availability functionality
- Enterprise solution
 - Prepare Failover Cluster setup. On the additional nodes to be prepared, supply the auto-generated Configuration.ini file from the first node as an input to the Setup command line.
 - Setup the node that currently owns the shared disk resource. This configures the failover cluster instance and finishes the installation. The result produces an operational SQL Server failover cluster instance and all of the nodes that were prepared previously for that instance will be the possible owners of the newly created SQL Server failover cluster.

2.4.6 Microsoft Windows Server File Replication Service for distributing folders stored in the SYSVOL shared folder on domain controllers and Distributed File System (DFS) shared folders and part of Microsoft Active Director

- e) Provide knowledge transfer to COUNTY IT network staff when the File Replication Service (FRS) detects a change to a file, such as the creation of a new file or the modification to an existing file, it replicates it to other servers in the group. Show the process to deal with conflicts (when two copies of the files are edited at the same time on different

servers) the service resolves any issues by using the file with latest date and time.

- f) Show how to use FRS in the SYSVOL directory share as it is used to distribute files supporting Group Policy and scripts to client computers on the network. Provide how to create multiple copies of the SYSVOL directory that increases the resilience and spreads the workload for this essential service.

A. Servers that work together with Replication Partners. To control file replication, train COUNTY IT network staff how to:

- Use the *Active Directory Sites and Services* from *Administrative Tools*.
- Select the *Sites* container to view a list of sites.
- Expand the site to be viewed.
- Expand the server to be viewed
- List of servers that are being replicated can be seen.

2.4.7 Convert to Microsoft NTFS file systems

The functionality needed is to convert FAT32 and not reformatting existing disk partitions. On a Windows XP system the basic process is as follows

- Use of FDISK to create a single partition
- Use of OFORMAT utility to format the disk and properly align FAT clusters
- Use the CVTAREA utility to create a reserved contiguous file for use in the conversion from FAT32 to NTFS.
- Use the new Windows XP version of the CONVERT utility to convert the volume to NTFS

2.4.8 Microsoft Internet Information Services Configuration

Provide COUNTY IT network staff how to set up programs for building and administering Web sites, a search engine, and support for writing Web-based applications that access databases.

2.4.9 Terminal Server Configuration

- Enable COUNTY to connect devices with an **RS232**, **RS422** or **RS485** serial interfaces to a local area network (LAN). The primary application scenario is to enable serial devices to access network server applications, or vice versa. COUNTY needs terminal services with these functions to remotely control, monitor, diagnose and troubleshoot equipment over a telecommunications network.

2.4.10 Clustering and Load Balancing

- Train COUNTY IT network staff how to Network Load Balancing to build a group of cloned, or identical, clustered computers, that can enhance the availability of these servers: Web and File Transfer Protocol (FTP) servers, FortiGate's (for proxy servers, firewall services, antivirus, IPS and antispam), virtual private network (VPN) servers, Windows Media servers, Terminal Services over your corporate LAN.
- Transfer knowledge to COUNTY IT network staff on Server clusters that provide high availability for applications through the failover of resources. Focus training on preserving client access to applications and system services, such as Microsoft Exchange for messaging, Microsoft SQL Server for database applications, and file and print services.

2.4.11 Integrated Public Key Infrastructure

- Create a set of hardware, software, people, policies, and procedures needed to

create, manage, distribute, use, store, and revoke digital certificates.

- Create a role that binds public keys with respective user identities by means of a certificate authority (CA)
- Create registration and issuance process that assures binding that may be carried out by software at a CA, or under human supervision.

2.4.12 Network Services and SAN

To managing large volumes of data COUNTY needs to implement storage area network services, or SAN services.

- Train COUNTY users how a Storage Area Network (SAN) connects storage arrays of disks and tape devices together rather than computers.

3. Non Functional Requirements

The criteria of non functional are used to judge the operation of a system. These are related to the efficiency, portability, and usability that are observed at run time. Evolution qualities such as extensibility and scalability embody are in the static structure of the operating system

- 3.1 Availability – capabilities inherent with fault tolerances. What is the frequency of scheduled downtime for network system maintenance? What is the average outage schedule for one year? Can we expect over 99% service availability?
- 3.2. Reliability – Does the network provide transmission-level diversity so that for any transmission link failure there is at least another path not on the path of the failure?
- 3.3. Audit & Control -
- 3.4. Maintainability
- 3.5. Security

**EXHIBIT D
EXISTING NETWORK CONFIGURATION TABLE**

| Description | Value |
|--|--|
| Novell Netware | Version 6.5 |
| Novell GroupWise | Version 7 |
| Novell Directory Services | eDirectory 8 |
| Number of GroupWise Post Office | 1 |
| Total number of users | 370 +/- |
| Sub total number of users per location | |
| Blythe | 5 |
| San Jacinto | 30 +/- |
| Indio | 75 +/- |
| Riverside | 245 +/- |
| Riverside Family Law Court | 12 |
| Hemet Family Law Court | 5 |
| Size of GroupWise Post Office data store | < 4 GB |
| All storage space limitation for line users | 50 MB |
| End User storage and archiving | 50 MB to 6 GB |
| Number of NetWare groups requiring drive mapping | 360 |
| Data size on the Netware file servers | 3 TB Clustered Novell SAN structure, using approx 25% |
| County wide network connectivity bandwidth | Combination of DS3 and T-1 (San Jacinto facility is the only site on T-1) |
| IP addressing | Static & DHCP combination |
| Listing of GroupWise Post Office (Local vs. Central) | |
| File Servers | Local |
| Post Office | Centralized |
| Blythe | Centralized |
| New Email | Local |
| New PC desktop rollout | NO |
| Tool used on existing PC desktop re-imaged | GHOST by Symantec |
| PC Desktop virtualization | NO |
| Server virtualization | NO |
| How are the WINS, DHCP, & DNS managed? | COUNTY Netware Administrator using Border Manager |
| User login access policy | Alpha numeric password, expires every 90 days |
| User login access authentication / authorization | Novell Netware 6.5 and Border Manager |
| Email SPAM filtering | Guava and County contract with Brightstar |
| Total number of Blackberry devices used in COUNTY | 24 |
| TCP/ IP, switches, routers, firewalls, etc. | Private subnet NAT-ing to Public, HP procure switches, Cisco routers, maintained by County IT, Border Manager Firewall |
| Novell NDS change control procedures | Not used |

Table 1

The new hardware equipment will be comprised of the following and including some of the existing network hardware identified in Table 2b:

| Description | Quantity |
|--|-----------------|
| HP Proliant DL380 G6 Server; rack mountable 2U, 2-way SAS hot-swap 2.5" ES1000 | 6 |

| | |
|---|---|
| Gigabit Ethernet, dual Six-Core Intel Xeon Processors X5670 and HP 32 GB PC3-10600R 8x4GB, 2Rank Memory 500658-32G, storage controller, embedded P410i SAS Array Controller, 2 HP 146GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise HDD, 507125-B21, HP 512MB Flash Backed write cache 534916-B21 (for P410i), 2 Embedded HP NC382i Dual Port Multifunction Gigabit Server Adapters, HP Slim 12.7mm SATA DVD Optical Drive 481041-B21 Network Interface Card, HP NC360T PCI Express Dual Port Server Adapters - low profile 412648-B21, 2 HP 460W HE 12V Hotplug AC Power Supplies 503296-2PS, 2 HP 1.83m 10A C13-UL US Power Cords AF556A-XX2 Intergrated Lights Out 2 (ILO 2) | |
| HP Proliant DL380 G6 Server, Rack mountable 2U 2-way, 2 x XEON ESS5550, 2.53GHZ, RAM 8 GB, SATA/SAS hot swap 2.5", DVD, ATI ES1000, Gigabit Ethernet, w/o Monitor | 1 |
| HP Dual Port Enterprise HDD 146 Hot Swap 2.5? SAS-2 10,000 rpm | 2 |
| Fortinet FortiGate 80C security appliance, Ethernet, Fast Ethernet, Gigabit Ethernet, external | 5 |
| HP P4300 G2 16TB MDL SAS Storage SAN System | 1 |
| HP P4300 G2 8TB MDL SAS Storage SAN System | 2 |
| HP PRO CURVE SWITCH 2910 | 1 |
| HP PRO CURVE SWITCH 3500 | 2 |
| HP PRO CURVE 2 PORT SFP | 2 |

Table 2a (Note: This list is subject to change)

| |
|---|
| COUNTY Server Name and Description |
| Please refer to Exhibit E |

Table 2b Existing equipment list

| |
|---|
| Microsoft Enterprise Agreement Software List |
| Office 2000 |
| Office 2003 Applications |
| Office 2003 Suites |
| Office XP Applications |
| Office XP Suites |
| Visio Enterprise Network Tools |
| Windows Server 2003 |
| Windows XP Professional |

Table 2c – EA Software

The new Network Software is comprised of the following

| |
|---|
| Description |
| Microsoft Windows Server Software |
| Symantec Backup Exec 2010 for Windows Server |
| Symantec Backup Exec 2010 Agent for VMware Virtual Infrastructure |
| Symantec Backup Exec 2010 Agent for Windows Systems |
| Symantec Backup Exec 2010 Agent for Exchange Server |
| Symantec Backup Exec 2010 Agent for SQL Server |
| VMware vSphere 4 Enterprise Plus for 1 CPU |
| VMware vCenter Server Standard (v.4) |
| VMware vCenter Site Recovery Manager (v.4) |
| Quest NDS Migrator |
| WildPackets, Inc. OmniPeek Enterprise |

Table 3

EXHIBIT E
RIVERSIDE COUNTY INFORMATION SECURITY A-58 TRANSITION STANDARD

<http://www.rciso.com/opencms/>

EXHIBIT F
CLIENT EMAIL FUNCTIONAL REQUIREMENT CHECKLIST

Requirements Worksheet

COUNTY CLIENT Email Migration

Instructions/Notes: This is the list for the desired Microsoft email functionality.

Feature/Requirement

Level Code Description:

0=Not needed at this time

1=implies existence of the function and is ready for use but needs contractor initiation

2=implies function is configured for enable/disable by an administrator privilege

3=implies function is configured for enable/disable by end user

4=implies function is configured with associated 3rd party application or a plug-in

5= implies must have functionality

| Client - E-mail | Need Level (0-5) |
|---|-------------------------|
| Basic e-mail functionality, including but not limited to send, receive, format, and attachment; | 5 |
| Ability to define rules for e-mail handling within the inbox; | 5 |
| Ability to add both personal signatures and notes; | 5 |
| Ability to set up auto reply/forwarding messaging; | 3-4 |
| Ability to create user defined e-mail groups or personal folders based on search criteria; | 5 |
| Junk Mail Handling | 5 |
| Auto Cleanup Options (Archive, Delete, Empty) NO AUTO ARCHIVE | 5 |
| Status Tracking Find/Search/Filter | 5 |
| QuickViewer | 5 |
| Attachment Viewing – all types | 5 |
| Categories | 5 |
| Digitally sign and encrypt (S/MIME) / Certificate management | 5 |
| Reply format options | 5 |
| Delay Delivery / Mail Priority / Reply Requested | 5 |
| Return Notifications | 5 |
| Global signatures | 4 |
| Flexible Forwarding | 2 |
| Default E-Mail Character Set | 3 |
| OpenOffice or Microsoft Word Email Editor Unopened Message Preview Auto Save | 5 |
| Threaded View on All Messages | 5 |
| Filter by Items with Attachments | 4 |
| Use native applications to view attachments (Adobe, Office, OpenOffice, QuickTime and Flash) | 4 |
| Attachment preview | 5 |
| Color categories | 5 |
| Delay message delivery | 5 |
| Direct replies to | 5 |
| E-mail postmarks | 5 |

| | |
|---|---|
| Information rights management (IRM) | 5 |
| Internal/External Out Of Office | 5 |
| Out Of Office scheduling | 5 |
| S/MIME | 5 |
| Set/Use multiple signatures | 5 |
| Voting buttons | 3 |
| Retract and/or retrieve within county e-mail system. | 5 |
| Ability to copy, move, and store information to desktop or local storage; | 5 |
| Ability to print stored information locally; | 5 |
| Ability to delegate all e-mail functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, and all other functionality); | 5 |
| Ability to define proxy access limitations (e.g., Read/Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders); and | 5 |
| S/MIME Support | 5 |
| Online/Caching/Remote Modes | 5 |
| Archive/Backup | 5 |
| Personal Folders | 3 |
| Change To (Any type to any type) | 5 |
| Auto Spell Checking/Spell as you go | 5 |
| Notifications of New Mail, Alarms | 5 |
| Shared Folders (Only use email as communication not as content management) | 5 |
| Home View | 5 |
| User Interface Enhancements: Color-coded Categories, Task list [UPDATE] | 5 |
| Feature-Rich, Customizable Home View (Web Panels, Multiple Columns) | 5 |
| Export/Import/Email Custom Home View Settings | 4 |
| Native RSS Reader | 3 |
| Sort by Any Field | 2 |
| Sub-Items | 4 |
| Receive RSS Feed Subscription for File/Folder/Page Updates | 4 |
| Access to other e-mail accounts (POP3/IMAP4) | 2 |
| Archive folders | 2 |
| PST support | 5 |
| Recover deleted items | 1 |
| Shared workspace integration | 5 |
| SharePoint integration | 0 |
| SharePoint lists | 0 |
| User Interface/Productivity | 0 |
| Attach item to items | 5 |
| Auto-account setup | 1 |
| Certificate management | 5 |
| Custom dictionary | 2 |
| Custom forms | 2 |
| Customize navigation pane | 4 |
| Customize UI/buttons | 2 |

| | |
|--|----------|
| Favorite folders | 2 |
| Flag mail as task | 4 |
| Fluent user interface | 0 |
| Import/Export feeds | 0 |
| Inbox organization helper | 1 |
| InfoPath integration | 1 |
| Integrated presence indicators | 0 |
| Journal | 0 |
| Macros/VBA | 2 |
| Outlook today page | 1 |
| Paste objects into messages/appointments | 1 |
| Public folder access | 5 |
| Public folder permission management | 2 |
| Send to OneNote | 5 |
| Shortcuts | 0 |
| To do bar | 5 |
| Highlighted search terms | 5 |
| Right click related search | 5 |
| Search as you type | 5 |
| Client - Calendar/Task/Notes | 3 |
| Ability to send, assign and delegate tasks; Must include basic calendaring functionality, including but not limited to appointment, event, and sharing; | 5 |
| Ability to view multiple calendars at same time (both personal and global); | 5 |
| Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment; | 5 |
| Ability to manage resources by proxy (e.g., delegate calendar management, set "view-only" or "edit" rights, etc.) to another staff member; | 5 |
| Ability to print calendars locally in standard formats (such as daily, weekly, monthly, Franklin format, etc.); | 5 |
| Ability to view and schedule from "free-busy" information; | 5 |
| Ability to view or hide appointment details; | 5 |
| Show non-detailed "free-busy" schedule as determined by each individual user. | 5 |
| All-Day Events Calendar Printing to HTML | 5 |
| Multiple Calendars | 5 |
| iCalendar support | 5 |
| User-level Time Zone Support Delegate | 3 |
| Multiple Busy Levels | 2 |
| Work Schedule Definitions | 3 |
| Dual Time Zone Display | 4 |
| Import/Export Calendars | 0 |
| Publish Personal Calendars | 5 |
| Subscribe to External Calendars | 4 |
| External Free/Busy Search | 5 |
| Collapse Recurring Appointments in Mailbox Option | 5 |
| Easily Add New Attendee to Existing Appointment | 2 |

| | |
|---|--------|
| Date Display from Contacts into Calendar (Birthdays, Anniversaries) | 5 |
| Auto Accept Own Appointments | 3 |
| Rules for Items Marked Complete | 5 |
| Percent complete | 5 |
| Calendar overlay mode | 4 |
| Calendar publishing | 2 |
| Calendar snapshot | 2 |
| Display of multiple calendars | 2 |
| Forward latest meeting | 5 |
| Import/Export calendar | 5 |
| Propose new meeting time | 5 |
| Scheduling assistant | 5 |
| Secondary time zone | 4 |
| Task integration on calendar | 2 |
| Client - Address Book/Contacts | 5 |
| Must include basic contact management functionality , including but not limited to last name, first name, middle initial, department, title, phone number, fax number, mailing address, e-mail address, business address, contact log, notes, etc.; | |
| Ability to share contact lists; | 5 |
| Address Book Printing | 5 |
| Client-side LDAP Support Contacts Business Card View | 4 |
| Contacts Index and Lettered Tabs | 3 |
| Import/Export Contacts | 2 |
| Display Contact Address in HTML Maps | 4 |
| Quick-View of History Per Contact | 0 |
| Photos for Contacts | 1 |
| Drag and Drop Contact pictures into the Contact Properties dialog | 2 |
| Export Contacts to CSV or vCard format | 2 |
| Send E-mail to Pre-Defined Contact Organization | 5 |
| Easy Search Contacts Across Multiple Books | 5 |
| Add/Edit personal distribution lists | 4 |
| Customized contact views | 5 |
| Electronic business cards | 4 |
| Manage rights on contacts | 3 |
| Offline address book | 3 |
| Ability to synchronize contact information with desktop applications | 1 |
| Hierarchical address book | 1 |
| System - E-mail | 1 |
| Inbox limit per user; | |
| Attachment size per email; | 300 MB |
| Ability to push contact lists and web links to mobile devices; | 50 MB |
| Ability to retain e-mail (List per-user limit, if any); | 5 |
| Ability to scan or fax from multifunction devices to e-mail; | 5 |
| Ability to synchronize email data with mobile devices | 5 |
| Ability to search based on the following criteria: | 5 |
| Content; | 5 |
| Sender and/or recipient; | 5 |

| | |
|--|---|
| Date range; and | 5 |
| Metadata. | 0 |
| Ability to store search results with any metadata | 0 |
| Ability to add and delete from search results to create an e-Discovery set. | 5 |
| Ability to store and retrieve all e-mail data for a minimum of 45 days: 45 days available to the user and 75 total days available to System Administrators before data is completely purged. | 5 |
| Ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per county policy or legal requirements; | 5 |
| Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata with different archival periods; | 5 |
| Ability to view, and perform all normal e-mail functions on archive by an e-mail administrator without having to restore; | 5 |
| Ability to archive data up to and including the archive limit | 5 |
| Ability to restore archived e-mail data to "live" status. | 5 |
| Ability, from the administrative console (tool provided by Contractor), to: | 4 |
| Fully manage all county accounts within the county network, including but not limited to addition, deletion, manipulation and suspension; | |
| Fully manage SaaS identity and user accounts; | 5 |
| Control SPAM or provides anti-spam with following functionality; | 5 |
| Anti-spam: Connection Filtering | 5 |
| Anti-spam: Sender and Recipient Filtering | 5 |
| Anti-spam: Safe Sender List Aggregation | 5 |
| Anti-spam: Sender ID | 5 |
| Anti-spam: Content Filtering | 5 |
| Anti-spam: Outlook E-Mail Postmark | 5 |
| Anti-spam: Spam Assessment | 5 |
| Anti-spam: Service Resilience | 5 |
| Anti-spam: Anti-spam Stamp | 5 |
| Anti-spam: Two-Tiered Spam Quarantine | 5 |
| Anti-spam: Consolidated Management | 5 |
| Antivirus Extensibility: Attachment Filtering | 5 |
| Antivirus Extensibility: Edge Protocol Rules | 5 |
| Antivirus Extensibility: Antivirus Stamp | 5 |
| Antivirus Extensibility: Deep Integration for Antivirus Scanning | 5 |
| Control virus or provide anti-virus (including spyware); | 5 |
| Apply content filter; | 5 |
| Ability to apply policies in managing solutions; | 5 |
| Review restricted e-mail; | 5 |
| View all calendars and appointments; | 3 |
| Print historical, statistical and usage reports locally; | 5 |
| Prioritize e-mail accounts; | 2 |
| Manage attachment size; | 2 |
| Setup mail routing; | 5 |
| Manage multiple separate Global Address Lists (GALs); | 5 |

| | |
|---|---|
| Use "White list", "Blacklist", and aliases; and | 2 |
| Ability to manage optional solutions as cited in Section below. | 5 |
| Ability to use all domain names used within county as e-mail extensions; | |
| Ability to synchronize e-mail identities with identities that are managed in our internal authentication directory; | 0 |
| Ability to control Blackberry, Treo, iPhone and other such mobile/smart Devices, including the ability to synchronize calendar, contacts and e-mail (e.g., Blackberry Enterprise Server, etc.); | 5 |
| Ability to control e-mail storage limits per user based on maximum storage limits; | 5 |
| Ability to integrate with internal applications using e-mail, specifically using SMTP, IMAP, SOAP, POP3, etc.; | 5 |
| Ability to manage DNS; | 5 |
| Ability to migrate Historical or user Archives from current proprietary format to proposed Solution after implementation; and | 5 |
| Ability to implement Administrative Console in a distributed manner to different departments, with differing levels of access. | 5 |
| Security requirements must have the following functionality: | 2 |
| Ability to provide segregation of COUNTY data from other data; | |
| Ability to log access to all county data by county staff; | 5 |
| Ability to log access to all county data by non-county staff; and | 5 |
| county email and Outsource Vendor Message Discovery data remaining within the continental United States. | 5 |
| Intra-Org Encryption | 5 |
| Opportunistic TLS Encryption | 5 |
| Transport Rules | 5 |
| Messaging Records Management | 2 |
| Flexible Journaling | 2 |
| Multi-Mailbox Search | 1 |
| Archive Integration | 5 |
| MAPI Support | 5 |
| POP/IMAP/NNTP/RSS Client Support | 4 |
| Routing Slips | 5 |
| SMTP over SSL | 3 |
| POP and IMAP Service over SSL | 5 |
| Version-level Security | 5 |
| Mass-change Operations | 2 |
| Full-text Indexing | 1 |
| LDAP Pooling | 1 |
| Free-form Internet Addressing | 1 |
| Disk Space Management | 2 |
| Message Size Management | 5 |
| User and System Activity Monitoring | 5 |
| Server-side LDAP Support | 5 |
| Server-side LDAP Authentication | 4 |
| SOAP/XML Interface | 4 |

| | |
|---|---|
| Data Exposure Through Open Standards | 3 |
| Web-based Monitoring | 2 |
| SNMP and E-mail Alerts | 2 |
| Delivery Status Notification for Internet E-mail (ESMTP DSN) | 2 |
| Low-bandwidth Web Access support | 2 |
| The only person that controls access to an individual's messages is the person receiving the message | 2 |
| A message can have a "blind copy" designated by the sender | 2 |
| E-mail messages regarding viruses are directed to the Supervising LAN Administrator and notification of the helpdesk. | 5 |
| Managed folders | 2 |
| System - Other | 1 |
| Instant Messaging requirements must have the following functionality: | |
| Ability to utilize internally; | |
| Ability to utilize externally; | 3 |
| Ability to record conversations; and | 3 |
| Ability to control above from a Global, Group or individual perspective with the Administrative Console. | 2 |
| Ability to search (e-Discovery) files; | 4 |
| Document Management | 2 |

**EXHIBIT G
EXISTING DATA CENTER SERVER LIST**

| NO | SERVER NAME (B4) | WORKSHEET NAME | LOCATION (G4) | MODEL NUMBER (B8) | OS (B34) | VERSION (I34) |
|----|-----------------------------------|----------------|---------------|--------------------------|------------------------|---------------|
| 1 | DCSS-ELF2 | ELF2 | RIVERSIDE | DELL OPTIPLEX GX280 | WINDOOWS 2000 | SP4 |
| 2 | DCSS-55ECD6B46D | PHONETREE | RIVERSIDE | DELL OPTIPLEX GX280 | XP | SP3 |
| 3 | WIN-PAK | WINPAK | RIVERSIDE | HP VL420 | WINDOWS 2000 PRO | 0 |
| 4 | DCSS-B6B03AB220 | WEB2-2 | RIVERSIDE | DELL OPTIPLEX GX280 | SERVER 2000 | SP4 |
| 5 | DCSS-ITWEB-2 | ITWEB2 | RIVERSIDE | COMPAQ DL360 G5 | 0 | 0 |
| 6 | CSSAP | CSSAP | RIVERSIDE | HP VL420 | WIN XP | SP3 |
| 7 | WSUS | WSUS | RIVERSIDE | HP LH3000 | SERVER 2003 | SP2 |
| 8 | CSE PARSE | CSE PARSE | RIVERSIDE | DELL OPTIPLEX GX280 | XP PRO | SP3 |
| 9 | DCSS-SYMANTEC | SYMANTEC | RIVERSIDE | DELL OPTIPLEX GX280 | SERVER 2003 ENTERPRISE | 0 |
| 10 | DCSS-SQL_2 | SQL2 | RIVERSIDE | HP LH3000 | SERVER 2000 | SP4 |
| 11 | DCSS-RIV-TS1.RIV.RCDCSS.ORG | CITRIX | RIVERSIDE | HP LH3000 | SERVER 2000 | SP4 |
| 12 | COMPDATA | COMPDATA | RIVERSIDE | HP VLI8 | WINDOWS 2000 PRO | 0 |
| 13 | DCSS-SQL-PR1 | PR1 | RIVERSIDE | COMPAQ PROLIANT DL360 G4 | SERVER 2000 | SP4 |
| 14 | DCSS-SQL2-TEST | SQL2 TEST | RIVERSIDE | HP LH3000 | SERVER 2000 | SP4 |
| 15 | DCSS-CSEPRINT-SERVER | CSE PRINT | RIVERSIDE | COMPAQ PROLIANT DL360 G5 | WINDOWS SERVER 2003 | SP2 |
| 16 | IMAGEX | IMAGEX | RIVERSIDE | COMPAQ PROLIANT DL380 G4 | 2000 SERVER | SP4 |
| 17 | DCSS-SURFCNTRO.DCSS-SC.RCDCSS.ORG | SURFCNTROL | RIVERSIDE | COMPAQ PROLIANT DL360 G4 | SERVER 2000 | SP4 |
| 18 | DCSS-D2D.DCSS-SC.RCDCSS.ORG | D2D | Riverside | ???? | WINDOWS 2003 R2 | 0 |
| 19 | GHOST | GHOST | RIVERSIDE | HP LH3000 U3 | WINDOWS SERVER 2003 | SP2 |
| 20 | DCSS-SQL-DV1 | DV1 | RIVERSIDE | COMPAQ PROLIANT DL360 G4 | SERVER 2000 | SP4 |
| 21 | S1 | S1 | RIVERSIDE | HP PROLIANT DL360 G3 | NOVELL NETWARE | 6.5 SP06 |
| 22 | S2 | S2 | RIVERSIDE | HP PROLIANT DL360 G3 | NOVELL NETWARE | 6.5 SP06 |
| 23 | S3 | S3 | RIVERSIDE | HP PROLIANT DL360 G3 | NOVELL NETWARE | 6.5 SP6 |
| 24 | S4 | S4 | RIVERSIDE | HP PROLIANT DL360 G3 | NOVELL NETWARE | 6.5 SP6 |

| | | | | | | |
|----|-----------------|-------------|-----------------------|------------------------------|--------------------|---------------|
| 25 | S5 | S5 | RIVERSIDE | COMPAQ PROLIANT DL360 G2 | NOVELL NETWARE | 6.5 SP SP6 |
| 26 | DCSS-MAG2 | DISC MAG2 | RIVERSIDE | COMPAQ PROLIANT DL360 G2 | NOVELL NETWARE | 6.5 SP4 |
| 27 | DCSS-DISC-SQL2K | DISC-SQL | RIVERSIDE | COMPAQ PROLIANT DL360 G3 | 0 | 0 |
| 28 | DCSS-RIV-BMGR | BDRMGR | RIVERSIDE | HP PROLIANT DL360 G2 | NOVELL NETWARE | 6.5 SP06 |
| 29 | DCSS-INDIO | INDIO | INDIO | COMPAQ PROLIANT DL360 G4 | NOVELL NETWARE | 6.5 SP6 |
| 30 | INDVPN | IND-BMGR | INDVPN | COMPAQ PROLIANT DL360 G2 | NOVELL NETWARE | 6.5 SP6 |
| 31 | DCSS-INDIO-SC | IND-SC | INDIO | DELL OPTIPLEX GX280 | MS SERVER 2003 SP2 | 0 |
| 32 | DCSS-BLYTHE | BLYTHE | BLYTHE | COMPAQ PROLIANT DL360 G4 | NOVELL NETWARE | 6.5 SP6 |
| 33 | BLYVPN | BLY-BMGR | BLYTHE | HP PROLIANT DL360 G2 | NOVELL NETWARE | 6.5 SP6 |
| 34 | DCSS-SANJAC | SANJAC | SAN JACINTO | COMPAQ PROLIANT DL360 G4P | NOVELL NETWARE | 6.5 SP6 |
| 35 | SJ-TMP | SJ-BMGR | SAN JACINTO | COMPAQ PROLIANT DL360 G2 | NOVELL NETWARE | 6.5 SP6 |
| 36 | DCSS-SANJAC-SC | SJ-SC | SAN JACINTO | DELL OPTIPLEX GS280 | MS SERVER 2003 SP2 | 0 |
| 37 | DCSS-HEMET-BMGR | HEMET COURT | HEMET COURT | DELL OPTIPLEX GS280 | NOVELL NETWARE | 6.5 SP6 |
| 38 | RFCVPN | RIV COURT | RIVERSIDE 12TH ST. | HP PROLIANT DL360 | NOVELL NETWARE | 6.5 SP5 |

Attachment I
 HIPAA Business Associate Addendum to the Agreement
 Between the County of Riverside
 and
 Jaguar Computer Systems, Inc.

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and Jaguar Computer Systems, Inc. ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

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

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

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

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

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

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

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
 - (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.

- (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
- (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.

D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

to 4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment, and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
- B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.
7. Term and Termination.
- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.

- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

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

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

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

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

9. General Provisions.

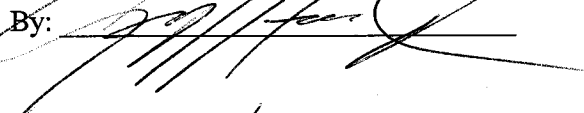
- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: _____

By:  _____

Date: _____

Date: 2/16/11

FORM APPROVED COUNTY COUNSEL

BY:  _____
NEAL R. KIPNIS

DATE 2/15/11