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

ITEM: 3.12
(ID # 24016)
MEETING DATE:
Tuesday, March 19, 2024

FROM : PUBLIC DEFENDER:

SUBJECT: PUBLIC DEFENDER: Ratify and Approve the Sole Source Purchase and Software License Subscription Agreement with Justice Works, LLC for Case Management Upgrade/Software Maintenance Without Seeking Competitive Bids, Effective upon Signature for Five (5) Years from the License Activation Date; All Districts. [Total Costs Not to Exceed $609,983 for 5 Years, up to 10% in Additional Compensation; 100% Public Defender Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Sole Source Purchase and the Software License Subscription Agreement with Justice Works LLC (Agreement) for the purchase of Case Management Upgrade/Software Maintenance without seeking competitive bids, effective upon signature of the parties for a period of five (5) years from the License Activation Date, for a total aggregate amount not to exceed $609,983;

2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved as to form by County Counsel to: a) sign renewals and amendments that exercise the options of the Agreement, including modifications of the scope of service that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.
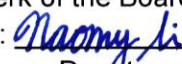
ACTION:4/5 Vote Required

Judith W Gweon
Judith W Gweon 1/16/2024

Steven Harmon
Steven Harmon, Public Defender 1/16/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington and Gutierrez
Nays:	None
Absent:	Perez
Date:	March 19, 2024
xc:	Public Defender

Kimberly A. Rector
Clerk of the Board
By: *Naomy Li*
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 12,000	$ 312,683	$ 609,983	$ 95,100
NET COUNTY COST	$ 12,000	$ 312,683	$ 609,983	$ 95,100
SOURCE OF FUNDS: 100% Public Defender Budget			Budget Adjustment: No	
			For Fiscal Year: 23/24-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Law Offices of the Public Defender seeks to upgrade their current Justice Works, LLC defenderData 5 Case Management System to the defenderData 7 Case Management System. Justice Works, LLC proposes customizing and enhancing the defenderData product to meet the current and future needs of the Law Offices of the Public Defender. In order to provide the best possible defense for this County's indigent population, the Public Defender requires specific case management software tools.

Impact on Residents and Businesses

This software was developed, distributed and maintained exclusively for the Public Defender's Office by Justice Works, LLC with the intended purpose of capturing case management data relevant to the Department's core function of providing legal services to the County's indigent population.

Additional Fiscal Information

The total cost for the software will not exceed $609,983 in the 5-year period.

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Estimated Annual	12,000	312,683	95,100	95,100	95,100
NEW TOTAL- Not to Exceed Annual Expenditure	$12,000	$312,683	$95,100	$95,100	$95,100

Contract History and Price Reasonableness

The Office of the Public Defender has not seen an increase in the cost for the defenderData system since 2009. Justice Works, LLC rates are discounted at approximately 35% under direct pricing. The cost is considered fair and reasonable.

ATTACHMENTS.
- Sole Source Justification
- Standard Subscription Agreement
- Board Policy H-11

Meghan Hahn

Meghan Hahn, Director of Procurement   2/13/2024

Jim Smith

Jim Smith, Chief Information Officer   3/7/2024

SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

"LICENSEE"	"LICENSOR"
Name: **County of Riverside**	Name: **Justice Works, LLC**
Address: 4075 Main Street Suite 100	Address: **1216 Legacy Crossing Blvd, Suite #200**
Riverside CA 92501	**Centerville, UT 84014**
EFFECTIVE DATE: Upon Signature	

1. Grant of License.

(a) Justice Works, LLC ("Licensor") hereby grants to Licensee, and Licensee accepts from Justice Works, a limited, personal, nonexclusive, nontransferable, nonassignable license to use the Justice Works defenderData and related documentation (hereinafter the "Licensed Software," as defined in Exhibit A attached hereto and made a part of this Agreement), in machine-readable source and object code formats, at a single designated CPU, or at a designated number of Workstations, or designated Site(s), as the case may be and as set forth in the attached Exhibit A, subject to and in accordance with the terms, conditions and limitations of this Agreement.

(b) The Licensed Software shall be provided in accordance with the Implementation Proposal and Service Level Agreement attached hereto and incorporated herein as Exhibit B.

2. Scope of License. Licensee agrees that it will use the Licensed Software hereunder only in connection with its own firm and, it will not, without the express written permission of Justice Works, sell, lease, or otherwise provide or make available the Licensed Software to any third party. For purposes of the foregoing, Licensee's "own firm" shall include Licensee's affiliates as identified in the attached Exhibit A.

3. Payment Terms.

(a) <u>License Fees.</u> License fees will be based on the monthly subscription fees (the "Monthly Subscription Fees") and the license initiation fee (the "Initiation Fee") as provided in Exhibit A.

(b) <u>Term Commitment.</u> Licensee commits to and agrees to pay the Monthly Subscription Fees described in the attached Exhibit A ("Term Commitment").

(c) Justice Works shall invoice Licensee monthly for the License Subscription Fees, after services have been rendered or delivery of materials or products, and acceptance has been made by Licensee. All invoiced fees are due net thirty (30) working days from the date of Justice Works' invoice and are non-refundable.

(d) Licensee's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges per Government Codes section 926.10. No legal liability on the part of the Licensee 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, Licensee shall immediately notify Licensor in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. License Activation Date. The License Activation Date shall be the date that Licensee receives the Licensed Software or the Effective Date of this Agreement, whichever is later.

5. Duration and Termination

(a) <u>Duration.</u> Unless terminated earlier as provided elsewhere in this Agreement, Justice Works will continue to provide the Licensed Software for as long as the Licensee continues to pay the Monthly Subscription Fees during the Term defined in Exhibit A ("Term"). In the event that Licensee continues to license the Licensed Software past the Term, it shall continue only on a month to month basis, with either party having the right to terminate the Agreement at any time upon thirty (30) days prior written notice to the other party, unless terminated earlier as provided elsewhere in this Agreement. During any such extended period of this Agreement, Justice Works, at its option, may invoice Licensee at the fee rates contained in this Agreement or at fee rates being charged other licensees for the Licensed Software at that time.

(b) <u>Voluntary Termination.</u> Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days prior written notice.

(c) <u>For Breach.</u> Either party may terminate this Agreement if the other party is in material breach of any term of

this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach.

(d) <u>Effect of Termination.</u> Within ten (10) days after termination of this Agreement, Licensee shall uninstall the Licensed Software and return the Licensed Software with all copies and all documentation to Justice Works.

(e) <u>Early Termination Charges.</u> The fees, rates and discounts set forth in this Agreement are based on Licensee's commitment to license the Licensed Software for the entire Term Commitment. Licensee shall -- in the case of voluntary termination pursuant to Section 5(b) or Justice Works' termination pursuant to Section 5(c) – shall make payment only for performance up to the date of termination.

(f) <u>Other Charges.</u> Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by Justice Works prior to the termination of this Agreement, as the case may be.

6. License Not a Sale. The license pursuant to this Agreement does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in Justice Works. Nor shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

7. Software Maintenance. Justice Works shall have no obligation to provide modifications or enhancements to the Licensed Software except as may otherwise be provided for in this Agreement or in a separate maintenance agreement. Defects encountered in the software or data will be remedied by Justice Works. Failure to remedy critical defects within 30 days of the defect report is a material breach of this Agreement on the part of Justice Works.

8. User Registration. Each qualified "user" of the Licensed Software will be assigned a separate login name by Justice Works or Licensee. It is Licensee's responsibility to keep all login names and passwords secret. Licensee agrees that each registered user account will be used by one person at a time. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user.

9. Warranties. For so long as Licensee licenses the Licensed Software from Justice Works, Justice Works warrants that: (a) Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party; and (b) the media containing the Software will be free from defects for a period of (90 - ninety) days from the date of delivery to Licensee; and (c) Licensed Software will substantially conform to its documentation; provided, however, that Justice Works may void this warranty if Licensee (i) augments or alters the Licensed Software or causes or allows any other person to do so; (ii) fails to install any upgrade, enhancement, fix or release of the Licensed Software made available by Justice Works; or (iii) fails to keep its payments to Justice Works current.

10. DISCLAIMERS.

(a) <u>DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY.</u> LICENSEE EXPRESSLY AGREES THAT USE OF THE LICENSED SOFTWARE IS AT ITS SOLE RISK. THE LICENSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER JUSTICE WORKS NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE LICENSED SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE LICENSED SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND JUSTICE WORKS HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; AND 5) ACCURACY. LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) LICENSEE REMEDIES. LICENSEE'S REMEDIES SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO JUSTICE WORKS BY OR ON BEHALF OF LICENSEE FOR LICENSING THE LICENSED SOFTWARE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. JUSTICE WORKS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF JUSTICE WORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MODIFICATIONS MADE TO THE LICENSED SOFTWARE BY LICENSEE OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Justice Works' liability is limited to the greatest extent permitted by law.

11. Proprietary property of Justice Works.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of Justice Works, and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, Justice Works, which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers or clients of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customers or clients of Licensee. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to disclose such use, and approval of such materials, by Justice Works.

(b) Licensee acknowledges that the Licensed Software is highly confidential proprietary information and trade secrets of Justice Works, the unauthorized disclosure of any part of which would result in serious injury to Justice Works. Licensee shall take reasonable precautions to maintain the security and confidentiality of the Licensed Software, which precautions shall not be less stringent than those employed, or those that reasonably should be employed, by Licensee to protect its own most proprietary information.

(d) The obligations of this Paragraph 11 shall survive termination of this Agreement. Licensee understands that the unauthorized publication or disclosure of any Licensed Software or copies thereof, or the unauthorized use of the Licensed Software, would cause irreparable harm to Justice Works. Licensee therefore agrees that in the event of such unauthorized disclosure or use, Justice Works may, at its discretion and at Licensee's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps as it deems necessary to protect its rights. If Justice Works, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to Justice Works, that there will be no such unauthorized disclosure or use. In the absence of such assurance, Justice Works may take such steps as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to Paragraph 12(b).

(e) In the event Licensee intentionally and willfully engages in any unauthorized use, disclosure or application of the Licensed Software, or willfully and intentionally permits or causes the unauthorized use, disclosure or application of the Licensed Software, Licensee shall forfeit its rights to use the Licensed Software under this Agreement or any other agreement between Licensee and Justice Works, together with all payments made under this Agreement or any other agreement, cease all use of the Licensed Software, and return all copies of the Licensed Software, and all documentation, in any form, to Justice Works or its successor. Justice Works may, at Licensee's expense, take such lawful steps as it deems necessary to preserve the security of the Licensed Software and prevent Licensee's further use thereof.

(f) The rights of Justice Works under this Agreement supplement and are not in lieu of any other remedies provided by law or in equity.

(g) Section 11 does not apply to any information that: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefor); (e) is disclosed by the receiving party with the disclosing party's approval; and (f) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party ten (10) days' prior written notice of any disclosure of information under this Agreement.

12. Dispute Resolution.

(a) 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 Licensee's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the Licensee'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 to imply bad faith. The Licensor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

(b) 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.

13. Indemnification

Notwithstanding any other term to the contrary, Licensor indemnifies, defends, and holds Licensee harmless from and against any claims, actions, or demands alleging that the Software infringes any patent, copyright, or other intellectual property right of a third party. If use of the Software is permanently enjoined for any reason, Licensor, at Licensor's option, and in its sole discretion, may: (a) modify the Software so as to avoid infringement; (b) procure the right for Licensee to continue to use and reproduce the Software and Documentation; or (c) terminate this Agreement and refund to Licensee all license fees paid.

14. General

(a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. The parties shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

(c) Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions thereof. 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.

(d) Severability. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.

(e) Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

(f) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.

(g) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitutes the entire agreement of the parties and supersedes all prior discussion and correspondence between them with respect to the subject matter hereof. No modification of this Agreement shall be effective unless the same is in writing and signed by both parties.

(h) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.

(i) Independent Contractor. The Licensor is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the Licensee. There shall be no employer-employee relationship between the parties.

(j) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial overnight delivery service, with provisions for a receipt, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).

(k) Confidentiality. The Licensor 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; Licensee information or data which is not subject to public disclosure; Licensee operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

(b) The Licensor 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 Licensor shall not use such information for any purpose other than carrying out the Licensor's obligations under this Agreement. The Licensor shall promptly transmit to the Licensee all third party requests for disclosure of such information. The Licensor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the Licensee, any such information to anyone other than the Licensee. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

15. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this document. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNAGE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have set our hand as of the date first noted above.

LICENSEE: **County of Riverside,**
a political subdivision of the State of California

By: _____
Chuck Washington, Chair
Board of Supervisors

Date: _____3/19/2024_____

LICENSOR: **Justice Works, LLC.,**
a Utah limited liability company

By: _____

Name: _____Craig R. Richey_____

Title: _____Finance Director_____

Date: _____2/27/2024_____

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

MAR 1 9 2024   3.12

EXHIBIT A

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1.   Description of Software:

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defenderData™ DD7 Case Management System. Client Application for Case/Docket management as set forth in the February 23, 2024 Implementation Proposal attached hereto and incorporated herein as Exhibit B.

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2.   Price of Software Subscription and License Initiation Fee

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A.	License Initiation Fee	$0.00
B.	Monthly (Software) Subscription Fee Mobile Access	$25.00 Per Active User $0.00 Per Active User
C.	Implementation Fee	$141,429

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3.   Term & Term Commitment

A.   Term

The Agreement shall commence on the date of the final execution thereof, and it shall continue for a period of **sixty (60) months** from the date of License Activation.

B.   Term Commitment

Initiation Fee and **sixty (60) months'** Monthly Subscription Fees.
Future rate increases shall not exceed 5% per annum.

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4.   Customer Installation Site(s)

A. Site Address:4075 Main Street, Suite 100 Riverside CA 92501

EXHIBIT B

Implementation Proposal and Service Level Agreement

JUSTICE WORKS
LAW OFFICES OF THE PUBLIC DEFENDER COUNTY OF RIVERSIDE
DEFENDERDATA™ DD7 CASE MANAGEMENT SYSTEM IMPLEMENTATION PROPOSAL

Proposal Date: February 23rd, 2024

OVERVIEW

JUSTICE WORKS is pleased to submit this proposal for services to support Law Offices of the Public Defender County of Riverside in achieving its goals for improving system efficiencies, information access, and data collection standards. Through meetings, telephone conferences, and emails with staff, we have a clear understanding of the system enhancement needs.

We are pleased to have the opportunity to implement your defenderData™ Case Management System. Our goal throughout this process is to provide the base system and necessary enhancements to meet Law Offices of the Public Defender County of Riverside system requirements, improve user efficiency by implementing new features and to further enhance available security features to control user access to case information.

Please note that Justice Works is the sole-source provider of the defenderData™ Case Management System.

Project Deliverables

Below is a high-level list of project deliverables (please see Appendix A for an itemized breakdown of system requirements):

Deliverable	Description
Data & System Conversion	Convert existing system data format into defenderData encoding and standards. Data Conversion items are denoted in Appendix A as any item with a WBS category 1.
defenderData Standard Feature Set with Customizations	Implementation of the core set of features for defenderData with minimal customization, these include client centric case management features screens and workflows, scheduling screens, time entry screens, request workflow screens, searching screens, and reporting. defenderData Standard Feature Sets are denoted in Appendix A as any item with a WBS category 2.
Project Tailored Workflows and Screens	All Project Custom Features that were discussed and agreed upon in previous meetings. Project Tailored Workflows and Screens are denoted in Appendix A as any item with a WBS category 3.
Merge Fields and Templates	A feature that allows specified data fields stored in defenderData to be projected into document templates. Existing document templates will be converted into dD7. Merge Fields and Templates are denoted in Appendix A as any item with a WBS category 4.
Custom Business Rules	Rules that will be integrated into the UI or Business Logic layers of the system will enhance user experience and reduce data entry errors. This is intended for Law Offices of the Public Defender County of Riverside to replace the current process of running reports to cleanse data in their current system. Custom Business Rules are denoted in Appendix A as any item with a WBS category 5.
Custom Reports	Project Specific Reports that allow the user to apply filters and extract specified data and information from defenderData. Custom Reports are denoted in Appendix A as any item with a WBS category 6.
Custom Document Forms	Implementation of Project Specific Document Forms and functionality which is in the clients' current defenderData 5 system. Custom Document Forms are Denoted in Appendix A as an item with a WBS category of 7.

Project Specific Risks

1. The current system Law Offices of the Public Defender County of Riverside is using may have alterations made that were not foreseeable in the current scope. This could expand the timeline and costs; if the changes require extensive work effort that they would exceed current contingencies project change requests will be used and agreed upon by both parties involved.
2. Some requirements may have been forgotten or missed in the requirements gathering meetings. This could cause project delays and additional costs if the requirements are large enough. Project change requests will be used and agreed upon by both parties involved.

Deliverable Category Resource Allocation by Hours

Deliverable	Hours
dD7 Security Setup and Config	88
defenderData Standard Feature Set with Customizations	512
Project Tailored Workflows and Screens	325
Merge Fields	14
Custom Business Rules	96
Custom Reports	265
Custom Document Forms	160
Total	**1461**

Timeline for Execution

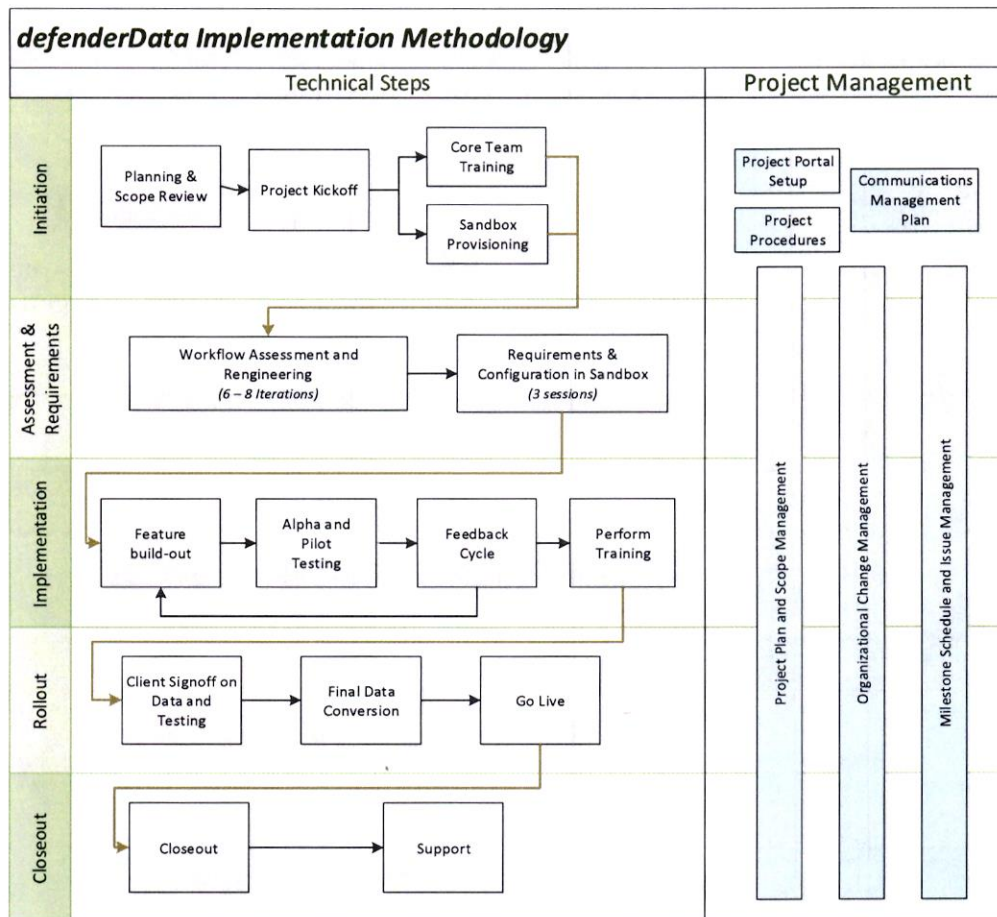Key project dates are outlined below. Dates are best estimates and are subject to change until a contract is executed.

Description	Date
Proposal Accepted By	03/23/2024
Project Kickoff	07/01/2024
Start of Development	07/01/2024
Prototyped	03/15/2025
Alpha Testing	04/01/2025
Beta Testing	04/15/2025
Final Deliverable Signoff	05/30/2025
Code Freeze	05/15/2025
Project Launch	05/30/2025
Project Close	05/30/2025

IMPLEMENTATION STRATEGY

The following plans and suggested timelines are very preliminary pending further discussion with your internal project team. We have performed many successful implementations and have learned that no two projects are the same. As such, we anticipate changes to these plans as further communication and information come to light.

Overview of the Implementation Methodology

Justice Works prioritizes establishing a beta or "sandbox" installation of defenderData available as early as possible. This allows the team to use the actual product in design and configuration sessions, applying the changes as identified. The Client project team will be able to work with the system early and often during this process. We have found that this interactive and agile approach results in faster and successful implementation. An overview of the implementation approach is depicted below.

defenderData Implementation Methodology

Technical Steps	Project Management

Initiation
- Planning & Scope Review → Project Kickoff → Core Team Training / Sandbox Provisioning
- Project Portal Setup
- Project Procedures
- Communications Management Plan

Assessment & Requirements
- Workflow Assessment and Rengineering (6 – 8 Iterations) → Requirements & Configuration in Sandbox (3 sessions)

Implementation
- Feature build-out → Alpha and Pilot Testing → Feedback Cycle → Perform Training

Rollout
- Client Signoff on Data and Testing → Final Data Conversion → Go Live

Closeout
- Closeout → Support

Project Management columns: Project Plan and Scope Management | Organizational Change Management | Milestone Schedule and Issue Management

Project Phase Summary

Initiation	During Initiation, the leadership team will review and confirm the project scope, identify key stakeholders and the steering committee, establish project procedures, settle logistics for site visits, and conduct a full team kickoff meeting. During the initiation, our technical team will be establishing the hosting environment and starting preliminary data conversion activities to provide realistic data content for the assessment phase.
Planning, Assessment & Requirements	This phase manages ongoing analysis of workflows and alternatives to determine & document different methods in which *defenderData* can be customized to meet the client needs. A model workflow is refined with each division and case type to identify needs, exceptions, and nuances in system requirements. The sandbox is used to continually refine the configuration with each group. During each step of this process, the team will start with the system requirements grid and expand it into a working requirements list. This will become the WBS for later phases. Existing processes are evaluated for streamlining opportunities prior to mapping them to system features.
Execution/Implementation	This phase executes the design and development of any enhancements, configuration of settings and workflow, and the ongoing development of data conversion and data interface programs. System and user acceptance testing will use scenarios and the WBS from the assessment phase to validate the system.
Rollout	During the rollout, a final data conversion is implemented, legacy case management sources are locked down, and the client's new case management system goes live. User training sessions continue throughout this period.
Closeout	The final phase, Closeout, completes the administrative closure of the project. System support is activated as soon as the system has gone live.

Project Implementation Plan

Project Overview

The Law Offices of the Public Defender County of Riverside Office seeks to upgrade their current Justice Works defenderData 5 Case Management System to the defenderData 7 Case Management System. Justice Works proposes customizing and enhancing our defenderData product to meet the current and future needs of the Law Offices of the Public Defender County of Riverside Office.

Purpose, Scope, and Objectives

- Purpose
  - The purpose of this project is to design, develop, and implement a new Case Management System to support Law Offices of the Public Defender County of Riverside Office in many of its goals and initiatives.
- Scope
  - To provide a Case Management System (CMS) including software, IT infrastructure support and services, including installation, support, maintenance, and training.
- Objectives
  - To ensure a timely and smooth transition to defenderData.

Assumptions, Constraints, and Risks

1) **Assumptions**
   a) Based on an initial evaluation of the project requirements and Justice Works' past experience, it is assumed that the project can be completed on or before the deadline.
   b) Primary work effort areas required to complete the project include customizations to the defenderData CMS system for screen layout, workflow configuration, reporting, administrative functions.
   c) Bandwidth necessary to access defenderData services in the clients hosting center of choice.
   d) Monies in the current contract are sufficient to cover all requirements.
   e) Pilots will run smoothly, which will allow for enough time to make adjustments before final rollout.

2) **Constraints**
   a) The CMS must be implemented by the Project Launch Date unless otherwise agreed upon by both parties.
   b) defenderData will be capable of hosting the data presently contained in the current CMS.
   c) CMS must meet all of the requirements set out by Law Offices of the Public Defender County of Riverside Office.
   d) Law Offices of the Public Defender County of Riverside Office will be prepared to establish a Pilot team of users to work with Justice Works to finalize preparations prior to final rollout.

3) **Risks**

Project Risks	Monitoring or Mitigation Approach
Users may not have sufficient time to adequately review the new system during the development/test/pilot phases.	Generate reports detailing the amount of system activity each test user has. Work with Law Offices of the Public Defender County of Riverside Office management to help users set aside time for system review.

Project Risks	Monitoring or Mitigation Approach
Poor internet performance in some locations may affect usability of the system.	Identify sites with higher latency and determine if upgrades are possible. Instruct sites with poor performance on alternatives to the dD Window platform that will perform better on slower connections (i.e. web/mobile versions of dD)
If the feedback and results of the Pilot bring to light additional requirements or excessive defects, the overall project schedule could be compromised.	Depending on time constraints and severity of issues, identify features that can be phased in after initial launch as part of the ongoing maintenance services.
The Commercial Off-the-Shelf (COTS) product and platform used to develop the system are new technology for the users.	Training in the key differences between dD5 and dD7 will be provided to relevant stakeholders and consulting services will be acquired to provide practical guidance on an as needed basis.

Project Management Process

1) **Initiation and Planning Activities**
   a) **Estimation Method**
      i) Estimates are all provided based on the top-down approach established by Justice Works' considerable experience in deploying case management systems.

2) **Staffing Strategy**
   a) Staffing for the project will be managed internally by Justice Works. Throughout the project plan, those employees of Justice Works responsible for meeting the delivery timeline are named. It is not anticipated that any additional contract/consultants will be necessary to meet the deliverable schedule.

3) **Project Team Training**
   a) The project team will need to become familiar with defenderData (the CMS itself), as well as the Justice Works issue tracker. The issue tracker will be used to track and prioritize enhancements, customizations, and defects within the CMS. It is anticipated that this training can be done as part of our weekly status meetings.
   b) defenderData training will also be provided to members of the project team during the weekly status meetings, however more detailed system administrator training will be provided through the formal training plan.

4) **Project Schedule Development**
   a) The schedule is broken down into these four primary phases:
      i) Initiation Phase
      ii) Planning Phase
      iii) Execution Phase
      iv) Closeout Phase

5) **Project Monitoring and Control**
   a) Throughout the course of the project, weekly meetings will be held to identify any areas of slippage in the project, and opportunities to accelerate where estimates have exceeded the actual work effort.

6) **Requirements Control**
   a) Requirements Gathering
      i) Justice Works will perform an initial system review to identify any other areas within defenderData that will need alteration in order to preserve existing functionality while also delivering on the enhancements and requirements desired by the user community.
   b) Requirements Management
      i) Change requests will be used during the project and will be agreed upon by both parties. Change requests can affect the timeline and cost of the project.

7) **Tools, Methods & Techniques**
   a) Requirements and issues will be prioritized and tracked within the Justice Works issue tracker web tool. During weekly status meetings, progress on individual tasks will be reviewed and priorities adjusted as needed. Ultimately, Law Offices of the Public Defender County of Riverside Office will have control over the priorities assigned to each task, and Justice Works will communicate timeline, work effort estimates and work progress within the issue tracker.

8) **Schedule Control**
   a) The Justice Works issue tracker will maintain a granular listing of individual development tasks. This will be a key tool to track and record communication between developers, project management, and end-users regarding enhancements, defects, and customization requests. Priorities and progress on active items in the issue tracker will be reviewed weekly to adjust for estimate variations and changes in priorities.

9) Cost Control
   a) System change requests will be reviewed by both parties and agreed upon before any changes to the cost of the project take place.

10) Communications and Reporting
   a) Throughout system development and implementation: The primary communication medium for this project will be via weekly teleconference meetings with the project team to review and update the issue tracker and the project schedule regarding project performance, status, and risk.
   b) After implementation: Communication to end-users will be handled via a news bulletin that will display at the time of login to the system when changes have been posted.

Project Management Team

	Physical Address: 1216 West Legacy Crossing Suite 200 Centerville, UT 84014	Technical Team: 888-696-9357 support@justiceworks.com Finance/Legal: 866-387-6260 sales@justiceworks.com
Ian Ericson	Director of Web Development	Ian@justiceworks.com
Sheldon Mills	Web Development Manager	Sheldon@justiceworks.com
Abe Raigne	Project Manager	Abe@justiceworks.com

Training Plan

Training sessions will be conducted by Justice Works staff during the Pilot phase of the defenderData case management system implementation. During the Execution phase, Justice Works staff will conduct training sessions for targeted end-users.

This Plan document details the methods and tools which will be used to conduct training sessions during each phase. Trainees will receive instruction in all areas of the system, including but not limited to:

- Software Installation & Login
- Browser-based/mobile device access
- Case Management
- Document Management
- Event Scheduling & Calendaring
- Connections with external systems
- Administrative Tools
- Account Maintenance & Security

Training Objectives

1) **Primary**
   a) A primary objective of all training sessions will be to ensure that all administrators and end-users receive quality & comprehensive instruction. At the end of each session trainees should find that the course has met or exceeded all their expectations and that all questions were answered accurately.

2) **Secondary**
   a) The secondary objective of training will be to provide all the necessary post-training reference material, including:
      i) Help guide videos
      ii) Recorded tutorials
      iii) Recorded training webinars

Roles and Responsibilities

Justice Works

- Schedule & conduct all Pilot phase training sessions
- Schedule & conduct all training sessions during the Execution phase

Law Offices of the Public Defender County of Riverside

- Review and approve all user manuals & training materials
- Assist Justice Works with coordinating & scheduling all end-user training sessions
- Verify that all end-users have had an opportunity to receive training

Training Database

A mock database will be created containing fictitious data for the purpose of training the system.

Pilot Phase Training

The pilot training session will be conducted using the Teams online meeting system for Law Offices of the Public Defender County of Riverside staff and the users selected for Pilot phase access. This webinar will be held on a date later to be determined.

The webinar will be scheduled for a duration of 1 to 2 hours. The webinar will also be recorded in Microsoft mp4. format, a link to the recording will be provided to attendees for future review and to anyone who was unable to attend.

Execution Phase Training

All training sessions will be conducted using the Teams online meeting system for Law Offices of the Public Defender County of Riverside staff. Training sessions will be broken out by functional area of the system including:

- Software Installation & Login
- Browser-based/mobile device access
- Case Management
- Document Management
- Event Scheduling & Calendaring
- Connections with external systems
- Administrative Tools
- Account Maintenance & Security

Multiple opportunities to attend training webinars will be communicated to office staff so that they can work the training into their schedules. Separate training sessions will be held for the Public and Alternate Defender staff.

Project Closeout

Once the execution phase for this project has been completed, and the system has been deployed to all users, the following closeout steps will take place:

- The ongoing support of the system will transition to the ongoing service agreement wherein additional reporting, custom development, and training will be performed.
- Any remaining payments due for the development phase of the project will be paid at the time of project closeout.
- Ongoing review of the system performance and user feedback may be performed quarterly for the 1st year after implementation and annually thereafter.

Test and Change Management Plan

Test Plan Overview

Software Quality Assurance (SQA) will be conducted throughout all implementation phases of the defenderData system by Justice Works staff, Law Offices of the Public Defender County of Riverside staff and Pilot phase participants. Feedback on issues and errors will also be provided by Law Offices of the Public Defender County of Riverside.

This document describes the appropriate SQA strategies, processes, workflows, and methodologies used to plan, organize, execute and manage testing of the defenderData case management system.

The test scope includes the following:

- Testing of all functional, application performance, security and requirements listed in the design specification documents.
- End-to-end testing and testing of interfaces with all external systems which interact with the defenderData system.

1) **Quality Objectives**
   a) **Primary**
      i) The primary objectives of testing application systems are to assure that the system meets the full requirements, satisfies the test case scenarios, and maintain the quality of the product. At the end of the project development cycle, the client should find that the project has met or exceeded all their expectations as detailed in the project specifications.
      ii) Any changes, additions or deletions to the requirements documents, functional specification or design specification will be tested at the highest level of quality and documented within the Justice Workers Tracker.

   b) **Secondary**
      i) The secondary objectives of testing application systems are to identify and expose all issues and associated risks, communicate all known issues to the project team, and ensure that all issues are addressed in an appropriate manner before release. These objectives require careful and methodical testing of the application to first ensure all areas of the system are scrutinized and, consequently, all issues found are dealt with appropriately.

2) **Roles and Responsibilities**
   a) **Justice Works**
      i) Develop the system/application.
      ii) Develop test cases in collaboration with Law Offices of the Public Defender County of Riverside.
      iii) Conduct unit, system, regression, and integration testing.
      iv) Support user acceptance testing during the pilot phases.

   b) **Law Offices of the Public Defender County of Riverside**
      i) Review and provide feedback on test cases and product requirement specifications during all stages of development.
      ii) Users participating in the Pilot will provide feedback on experiences, issues and errors encountered using an online, web-based tracking system provided by Justice Works.
      iii) Law Offices of the Public Defender County of Riverside will review the issue tracker with Justice Works to prioritize each entry before reporting back to users.

4) Test Execution

The pilot period of the defenderData implementation is the single most critical phase of the entire project. During the pilot, a number of users will perform a subset of their day-to-day operations within dD. Analysis of the results from the pilot may determine when the final implementation will occur.

In preparation for User Acceptance testing during the pilot phases, the Justice Works team will complete unit, system and integration testing which meets all requirements (including quality requirements) based on design and functionality specifications.

i)   User Acceptance testing will be conducted by pilot users.
ii) Test results will be reported in the Justice Works Tracker (http://yankee.defenderdata.com/tracker) by SQA staff and pilot users participating in the pilot phases.
iii) Test cases are developed by Justice Works with approval by the SQA manager and Law Offices of the Public Defender County of Riverside team.
iv) The SQA team will train, support and provide appropriate guidance to pilot users.

5) Test Methodologies

The purpose of the various testing methodologies is to achieve the following:

i)   Define testing strategies for each area and sub-area to include all the functional and quality (non-functional) requirements.
ii) Divide product specifications into testable areas and sub-areas.
iii) Define bug-tracking procedures.
iv) Identify testing risks.
v)   Identify required resources.
vi) Establish a testing schedule with respect to software updates as well as basic user interface customizations.

Usability Testing

The purpose of usability testing is to observe and report the experiences of users who are not familiar with the system or are using the system for the first time. The primary objective is to identify areas where users commonly have difficulty which may otherwise go undiscovered by the SQA team.

Usability testing will be performed by Pilot phase participants. Participants will provide the project team with its evaluation of the impact the user experience will have on the project as a whole.

Unit Testing

Unit Testing is conducted by Justice Works software development staff during the code development process to ensure that proper functionality and code coverage has been achieved by each developer during coding and in preparation for acceptance into iterations testing.

The following are the example areas of the project which must be unit-tested and signed-off before being passed on to regression Testing:

- Databases, Stored Procedures, Triggers, Tables, and Indexes
- .OCX, .DLL, .EXE and other binary formatted executables

Performance Testing

Client and Server-side performance will be monitored by Justice Works staff throughout the development phase to isolate any areas where the system is not performing within expected boundaries in respect of the total concurrent users. These tests will also be conducted under high CPU usage as well as high latency conditions to identify areas of the system which are most adversely affected when the system (server-side) is under load or when low-bandwidth connections are used (client-side).

Regression Testing

During the repeated cycles of identifying bugs and taking receipt of new builds (containing bug fix code changes), there are several processes which are common to this phase across all projects. These include the various types of tests: functionality, performance, stress, configuration, etc. There is also the process of communicating results from testing and ensuring that new iterations contain stable fixes (regression).

Final Release Testing

The purpose of this test phase is to verify that the product is ready for distribution, acceptable to the customer and address any potential operational or workflow issues.
Once all priority 0 and 1 issues are resolved during previous iterations testing phases, bug fixes during the Final Release phase will be focused on minor and trivial issues (priority 2, 3, 4 and 5). The SQA team will also continue the process of verifying the stability of the application through regression testing (existing known bugs, as well as existing test cases).

The milestone target of this phase is to establish that the system has reached a level of functionality and stability appropriate for day-to-day usage.

6) Item Tracking – Change Management

All enhancements, customizations, reports, and defects should be logged using the Justice Works Tracker system. All Tracker items will be visible to members of the Law Offices of the Public Defender County of Riverside and Justice Works teams. Each team member will have access to create, update, comment or include attachments for individual Tracker items. When status updates are made to each item, team members will receive an email notification.

Justice Works Tracker URL: http://yankee.defenderdata.com/tracker

The following Priority levels will be tracked:

- 0 – critical
- 1 – high
- 2 – med
- 3 – low
- 4 – next release
- 5 – later release

The following item Categories will be tracked:

- Customization
- Data Conversion
- Defect
- Duplicate

- Enhancement
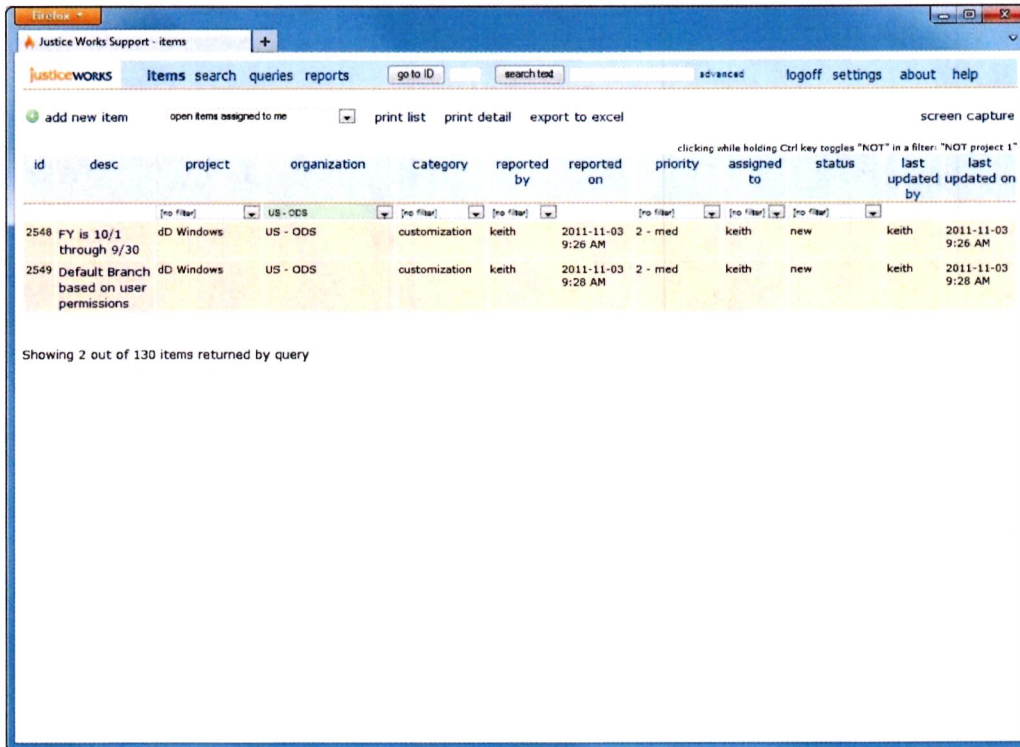- Question
- Report
- Task
- Ticket
- Cosmetic

The below screen capture displays the "add new item" screen.

User may use a set of filters to find and sort all items in the Tracker:

After login, user can select "settings" to configure their password and email notification preferences.

7) Tracker Review

Review meetings will be held throughout all phases of the development cycle. Scheduling of meetings will be the responsibility of the Project Managers. Tracker reviews will be held on a regular basis throughout the project schedule.

The Product Managers, SQA Lead, and Lead Developers should all be involved in these review meetings. The Justice Works Tracker system will be utilized for prioritization and collaboration on all items under review. The purpose of review meetings is to determine the type of resolution for each item, to prioritize and determine a schedule for all pending items. Development will then assign the items to the appropriate person for completion.

8) Testing Completeness

Testing will be considered complete when the following conditions have been met:

- When the Law Offices of the Public Defender County of Riverside and Justice Works teams agree that testing is complete, the app is stable, and agree that the application meets functional requirements.
- Test cases have in all areas have passed.
- All priority 1 and 2 bugs have been resolved and closed.
- Each test area has been signed off as completed by the SQA team lead.
- Ad hoc testing in all areas has been completed.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal:

Implementation Fees

Implementation Services Cost	Unit	Rate	Price
System Implementation	1	100%	$217,583
Implementation Discount	1	35%	- $76,154
Total			$141,429

Implementation Payment terms

Implementation Services Costs

50% upon Project Start: $70,714
50% upon Final Delivery: $70,715

Ongoing Fees

Continuing Service Costs	Unit	Price
Monthly Per Active User	Cost Per User	$25.00

Ongoing Monthly User Cost

dD7 Cost Per User for a Period of Five Years
Monthly user subscription cost: $25.00

Post Five Year Annual Fee Increase
After the initial five-year subscription fee period has ended new annual subscription fees will not increase by more than 5% annually. The Law Offices of the Public Defender County of Riverside may request additional features that could cause the annual increase to exceed 5%. An example of such a feature that would increase ongoing fees would be SMS messaging. Justice Works will advise the Law Offices of the Public Defender County of Riverside of any new feature implementation that will cause an increase in annual or monthly rates. Any new rates will be agreed upon by both parties before implementation.

ON-GOING SERVICE AND SUPPORT

The transition from the development and Pilot phases of the project into the final release will continue with much of the same processes already established in previous phases. Any outstanding, low priority issues in the item tracker will continue to receive development and testing attention with changes to the system occurring periodically.

Our support technicians are available between 6 am and 6 pm Mountain Time (5 am – 5 pm Pacific Time).

SERVICE LEVEL AGREEMENT – SELF HOSTING

Overview

The purpose of this section is to define the Service Level Agreement (SLA) for the maintenance and support of the Hosting Service ("Service"). Service Level Agreements are used as a tool to measure and guide Licensor ("JusticeWorks") and Licensee in achieving the goals for effective service delivery of all licensed applications ("Software", "defenderData Application") to the Licensee. Licensor is providing Licensee with the capability to run the Software in a self hosted environment. Licensors may choose to work with other Internet or Application Server service providers in providing its Service to Licensee.

1. The Hosting Service

Specifically, Licensor will provide the following:

- **Application Administration**
  Software installation and software updates (patches, upgrades, support, and maintenance)
- **Application Technical Support**
  Online email & phone support during coverage hours, 24x7 access to tracker support portal. This will not include any technical support for hardware or IT related issues.
- **Service Management – Not included with self-hosted environment**
  Licensor will not be responsible for: Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration - Not included with self-hosted environment**
  Licensor will not be responsible for: System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Internal System Network Administration - Not included with self-hosted environment**
  Licensor will not be responsible for: Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention - Not included with self-hosted environment**
  Licensor will not be responsible for: Backups of Licensee data

The licensee is responsible for purchase and maintenance of its own server, network, work station, equipment, hardware, and access, including but not limited to network and data connection, to establish a hosting environment with the minimum requirements needed for the application.

1.1. Non-Hosting Services

- Application Training & Professional Services

2. Server Environment

2.1. Location Amenities

All application environments will require data to be physically hosted in a data center or on a virtual environment. Each virtual environment has the following attributes:

2.2. Recommended Hardware to be procured in a self-hosted environment.

The hardware configuration of the application environment is as follows:

Firewalls	Application/Web Servers
Load Balancing	Database Servers
Offsite Backup Storage	File Servers

2.3. Minimum Software Requirements

Server Operating System	Microsoft Windows Server
Database	Microsoft SQL Server

2.4. Minimum Bandwidth Allocation

The application environment will need to be equipped with a committed data circuit feed that is burstable to 5 Gbps.

2.5. Recommended Security Requirements

Ensure that the data is protected with physical security, user authentication, application security, and more. Specific security measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- All Licensee data is stored in separate physical databases.
- 256 bit - TLS encryption (HTTPS)

3. Software Service Measures

3.1. Availability

- Justice Works cannot guarantee availability times, software speed times. This will be dependent on the hardware chosen for the self-hosted environment by the licensee.

4. Customer Support Service Measures

4.1. Definitions

- **Acknowledgment**: Licensor's Support Staff has through phone or email confirmed receipt of request.
- **Resolution**: Licensor's staff has completed the request as agreed upon by both parties.
- **Critical**: Priority status of a request as defined by a system outage caused by the Licensor that is preventing all users from accessing or utilizing the system.
- **High**: Priority status of a request as defined by affecting at least 70% of users or office critical workflows with no immediate workaround for utilizing the system.
- **Medium**: Priority status of a request as defined by affecting at least 70% of users or office critical workflows with an immediate workaround for utilizing the system. A request affecting less than 70% of users or office critical workflows with no workaround.

- **Low**: Priority status of a request as defined by affecting multiple user's workflows with no immediate system utilization impact. An example would be a cosmetic defect.
- **Defect**: A defect, error or bug in the Software having an adverse effect on the appearance, operation, functionality, or performance of the Software.
- **Enhancement Request**: A request by the Licensee to add functionality or enhance performance beyond the specifications of the Service and are not included as part of Support Services.

4.2. Prioritization:

Prioritization will be agreed upon by both parties or as defined in the definitions section. Items may be reprioritized considering the new priority is reasonable and agreed upon by both parties.

4.3. Customer Support Definitions & Hours:

Service Description

- defenderData consists of software and supporting infrastructure for end-user personal computers running Windows 10 operating systems.

Service Support Hours

- Customers can expect support for the service to be available during all regular business hours at Mountain Time.
- Regular hours: Monday – Friday, 5:00 am – 5:00 pm Pacific Time
- Support cannot be expected on weekends or on all holidays that the federal government observes.
- If these detailed service times are found to be unacceptable, the Customer may request an SLA review for re-evaluation.
- Customer Support
- The point of contact for users will be through the Support Group.
- Internal Web: http://yankee.defenderdata.com/tracker/
- Phone: 888-696-9357
- E-mail: support@justiceworks.com
- Outside of normal operating hours, the following e-mail will be monitored: support@justiceworks.com
- If all Support Group agents are unavailable, an effort to return all messages (with a telephone call) within 30 minutes will be made.

4.4. Performance Targets

The following Targets will be met:

Priority	Request Type	Target
Critical	Defect	Acknowledgement within 2 working hours. Resolution within 48 hours.
Critical	Enhancement	Acknowledgement within 4 working hours. Resolution and timeline will be agreed upon by both parties as a change request.

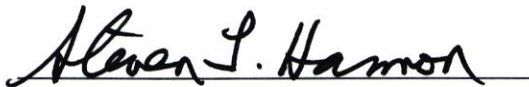| High	Defect	Acknowledgement within 4 working hours. Resolution within 5 business days.
High	Enhancement	Acknowledgement within 4 working hours. Resolution and timeline will be agreed upon by both parties as a change request.
Medium	Defect	Acknowledgement within 4 working hours. Resolution within 120 business days.
Medium	Enhancement	Acknowledgement within 4 working hours. Resolution and timeline will be agreed upon by both parties as a change request.
Low	Defect	Acknowledgement within 4 working hours. Resolution within 180 days.
Low	Enhancement	Acknowledgement within 4 working hours. Resolution and timeline will be agreed upon by both parties as a change request.

DATA OWNERSHIP

All data remains the property of Law Offices of the Public Defender County of Riverside. Justice Works holds no ownership interest in the data at any point and will not disclose the information to any party without written consent of Law Offices of the Public Defender County of Riverside. A backup copy of the data can be requested at any time and the Law Offices of the Public Defender County of Riverside. would only be billed for the time taken to gather and deliver the data.

CONCLUSION

We look forward to working with Law Offices of the Public Defender County of Riverside and supporting your efforts to improve your Case Management capabilities. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective solution. If you have questions on this proposal, feel free to contact me at your convenience by email at ian@justiceworks.com or by phone at 801-294-2848.
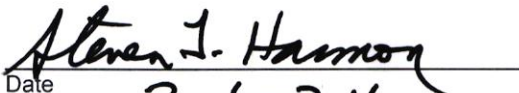
ACCEPTANCE

Steven S. Harmon

Steve Harmon
Public Defender
Law Offices of the Public Defender County of Riverside

Steven S. Harmon
Date   3-6-24

Craig Richey

Craig Richey
Finance Director
Justice Works, LLC

2/27/2024
Date

Requested Item

Pending	Open	Work in Progress	Complete

Number	RITM0307824	**Opened**	12-13-2023 03:59:20 PM
Item	Policy H-11, Technology Proc	**Opened by**	Kristie Arellano
Request	REQ0290308	**Stage**	Completed
Requested for	Kristie Arellano	**State**	Closed Complete
Department	PubDef	**Priority**	4 - Low

Description:

Due date | 12-13-2023 03:59:20 PM

Configuration item |

Watch list

Variables

Requested for:

Kristie Arellano

Department:

PubDef

Approving Supervisor/Manager:

Judith Gweon

Alternate Contact:

Requested Purchase:

Case Management Upgrade/Software Maintenance

Describe Requested Purchase:

Upgrade current Justice Works defenderData 5 Case Management System to the defenderData 7 Case Management System.

Purchase Details:

Category:

☐ **Hardware**
☐ **Professional Services**
☐ **Software**
☑ **Other**

Purchase Requested:

Upgrade

Procurement Status:

Business Criticality

☑ **Run the Business**
☐ **Grow the Business**
☐ **Transform the Business**

Business Impact

☐ **Reduce Expenses**
☑ **Support Current Operations**
☐ **Improve Customer Service**
☑ **Improve Operational Efficiencies**

Terms

Is this a multi-year contract?

Length of Contract (In Years) :

5

Start Date:

12-13-2023

End Date:

12-31-2028

Special Terms and Conditions:

Is this Purchase or Lease?

Purchase

Estimated Amount:

217583.00

Notes:

Estimated Amount is for upgrade only. Maintenance-Ongoing Cost is $95,100 annually.

Requested Items - Non Standard

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub Total	Item Tax	Total Cost
No data to display							

RCIT Bureau Approval/Rejection

Activity

12-21-2023 03:50:02 PM Angel Turnipseed - Changed: State

State: Closed Complete was: Open

12-13-2023 03:59:20 PM Kristie Arellano - Changed: Impact, Opened by, Priority, State

Impact: 3 - Low

Opened by: Kristie Arellano

Priority: 4 - Low

State: Open

Catalog Tasks Request item = RITM0307824

7 Catalog Tasks

Number	Assignment group	Assigned to	Short description	Actual start	Actual end	Order	Priority
TASK0720935	RCIT ISO H-11	Christina Emberton	Policy H-11 Technology Procurement for PubDef	12-18-2023 12:57:18 PM	12-20-2023 04:41:50 PM		4 - Low
TASK0720934	RCIT CCB H-11		Policy H-11 Technology Procurement for PubDef	12-18-2023 12:57:18 PM	12-19-2023 04:45:59 PM		4 - Low
TASK0720933	RCIT SAM H-11	Melissa Palma	Policy H-11 Technology Procurement for PubDef	12-18-2023 12:57:18 PM	12-19-2023 05:23:53 PM		4 - Low
TASK0722468	RCIT TSOC H-11		Policy H-11 Technology Procurement for PubDef greater than 100k	12-21-2023 07:58:22 AM	12-21-2023 03:50:02 PM		4 - Low
TASK0720932	RCIT EAB H-11	Kelly Hartmann	Policy H-11 Technology Procurement for PubDef	12-18-2023 12:57:18 PM	12-18-2023 01:01:25 PM		4 - Low
TASK0719329	RCIT BRMs	Calvin Render	Policy H-11 Technology Procurement for PubDef - REVIEW	12-13-2023 05:10:35 PM	12-18-2023 12:57:16 PM		4 - Low
TASK0720931	RCIT TSB H-11	Sean Adams	Policy H-11 Technology Procurement for PubDef	12-18-2023 12:57:17 PM	12-21-2023 07:58:22 AM		4 - Low

Approvers Approval for = RITM0307824

1 Approvals

State	Approver	Comments	Description	Created
Approved	Judith Gweon	12-13-2023 05:10:35 PM - Judith Gweon (Comments) reply from: JWGweon@rivco.org Ref:MSG15490539 Confidentiality Disclaimer This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure. If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately. County of Riverside California <http://www.countyofriverside.us/>		12-13-2023 03:59:21 PM

Group approvals Parent = RITM0307824

0 Group approvals

Approval	Assignment group	Approval user	Short description
No records to display			

All Attachments Table sys ID = 23cfa29e1bcb355c3950759f034bcb7a .or. Table sys ID = abcfa29e1bcb355c3950759f034bcb79 .or. Table sys ID in 0e16ff3b1bc3f550334536ef034bcb54, 8216ff3b1bc3f550334536ef034bcb29, 8616ff3b1bc3f550334536ef034bcb16, 947e0a301b17b190334536ef034bcbca, b916ff3b1bc3f550334536ef034bcb03, d7100bde1b4b755c3950759f034bcbda, f116bf3b1bc3f550334536ef034bcbf0 AND Table sys ID != NULL

3 Attachments

File name	Content type	Table name	Table sys ID	External Attachment
24-139 PDARC Justice Works-APPROVED.pdf	application/pdf	sc_req_item	23cfa29e1bcb355c3950759f034bcb7a	false
Standard Subscription Agreement.docx	application/vnd.openxmlformats-officedocument.wordprocessingml.document	sc_req_item	23cfa29e1bcb355c3950759f034bcb7a	false

File name	Content type	Table name	Table sys ID	External Attachment
Justice Works LLC Case Management System Upgrade Proposal ver 1.3.pdf	application/pdf	sc_req_item	23cfa29e1bcb355c3950759f034bcb7a	false

Assets   Request line = RITM0307824

0 Assets

Asset tag	Display name	Manufacturer	Model number	Assigned to	Employee number	Title	Company	State	Substate	Cost	Configuration Item
No records to display											

Wm Orders   Parent = RITM0307824

0 Wm Orders

Number	Priority	State	Short description
No records to display			

Asset Tasks   Parent = RITM0307824

0 Asset Tasks

Number	Priority	State	Short description	Assignment group	Assigned to	Task type
No records to display						

Public Defender

STEVEN L. HARMON
PUBLIC DEFENDER

JUDITH GWEON
ASSISTANT PUBLIC DEFENDER

RIVERSIDE MAIN OFFICE
4075-A Main Street
Riverside, CA 92501
(951) 955-6000

Date:	11/28/2023
From:	Judith Gweon, Assistant Public Defender
To:	Board of Supervisors/Purchasing Agent
Via:	Kristie Arellano, Administrative Services Manager 951-955-6023
Subject:	Sole Source Procurement; Request for Case Management Upgrade/Software Maintenance

The below information is provided in support of my Department requesting approval for a sole source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested: Justice Works LLC**

2. **Vendor ID: __0000078433_____**

3. ☐ **Single Source**   ■ **Sole Source**
   (*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

   (*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested <u>and</u> received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

   ■ **Yes**   ☐ **No**
   SSJ# ___15-250_____

4a. **Was the request approved for a different project?**

   ■ **Yes**   ☐ **No**

5. **Supply/Service being requested:**
   (*If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.*)

The County's Public Defender's Office utilizes a software product call Defender Data for their case management system. The department seeks to upgrade their current Justice Works defenderData 5 Case Management System to the defenderData7 Case Management System. Due to upgrade the Ongoing Monthly User Cost will increase to $25.00 per active user.

6. **Unique features of the supply/service being requested from this supplier.** (*If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.*)
   This software was developed, distributed and maintained exclusively for the Public Defender's Office by Justice Works, LLC with the intended purpose of capturing case management data relevant to our core function of providing legal services to the County's indigent population.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**
   In order to provide the best possible defense for this County's indigent population, the Public Defender requires specific case management software tools. Justice Works was designed to the Public Defender's needs.

8. **Period of Performance:**   From: __07/01/2024___ to ___07/01/2028_____
   (total number of years)

   Is this an annually renewable contract?   ■ No   ☐ Yes
   Is this a fixed-term agreement: ☐ No   ■ Yes
   (*A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.*)
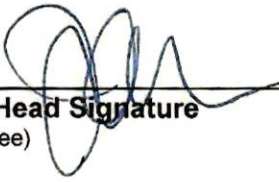   **Post Five Year Annual Fee Increase**
   After the initial five-year subscription fee period has ended new annual subscription fees will not increase by more than 5% annually. The Law Offices of the Public Defender County of Riverside may request additional features that could cause the annual increase to exceed 5%. An example of such a feature that would increase ongoing fees would be SMS messaging. Justice Works will advise the Law Offices of the Public Defender County of Riverside of any new feature implementation that will cause an increase in annual or monthly rates. Any new rates will be agreed upon by both parties before implementation.

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.** (*Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.*)

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
One-time Costs:		217,583				217,583
System Implementation						
Ongoing Costs:		95,100	95,100	95,100	95,100	380,400
Monthly Per Active User						
Previous SSJ Approved Amounts:	12,000					12,000
Yearly Maintenance						
Total Costs	12,000	312,683	95,100	95,100	95,100	609,983

10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*
Implementation Discount of 35% is included in the quote. After the initial five-year subscription fee period has ended new annual subscription fees will not increase by more than 5% annually.

11. **Projected Board of Supervisor Date (if applicable):**_____
(Draft Form 11s, service agreement and or quotes must accompany the sole source request   for Purchasing Agent approval.) **Service Level Agreement and Quotes are attached.**

_____   Judith Gwen   11/28/23
Department Head Signature   **Print Name**   **Date**
(or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve	**Approve with Condition/s**	**Disapprove**

Condition/s:
Approved with annual not to exceed as noted above.
_____
_____
_____
_____
_____

Not to exceed:

☐ **One-time** $_____

☑ **Annual Amount** $_____ / per fiscal year through _____(date)   *(If Annual Amount Varies each FY)*
FY _____ : $_____
FY _____ : $_____
FY _____ : $_____
FY _____ : $_____
FY _____ : $_____

Meghan Hahn   11/30/23   24-139
_____
Purchasing Agent   **Date**   **Approval Number**
                                 (Reference on Purchasing Documents)