

**AMENDMENT #2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JOURNAL TECHNOLOGIES, INC.
(32000-20-R077145)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Journal Technologies, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on December 10, 2019, to provide for the development and implementation of case management software for the Probation Department's Pretrial Services Unit and Juvenile Traffic Unit, and provide for annual license, maintenance and support and storage and hosting fees for a period of three years, in an amount not to exceed \$1,342,637.50; and

WHEREAS, the parties amended the Agreement on April 20, 2021, to provide for the development and implementation of enhanced case management software for the Probation Department's Adult and Juvenile divisions, and provide for additional annual license, maintenance and support and storage and hosting fees through the end of the contract term based on the anticipated number of license users, increasing the not to exceed amount to \$2,628,637.50;

WHEREAS, the parties wish to amend the Agreement a second time to add (1) Institutions/facility management functionality, (2) an interface with OffenderLink software, and (3) risk-assessment tools to the Adult/Juvenile case management system, at the prices specified in Exhibit B1 as amended hereby, extending the term of the Agreement through June 30, 2024, and increasing the not to exceed amount by \$300,000 to \$2,928,637.50.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, Payments, of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms,

conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **TWO MILLION, NINE HUNDRED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,928,637.50)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4, Term, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2019, through June 30, 2024.

3. A new Exhibit A-2 ("Services pursuant to Amendment #2 to Agreement), attached hereto, is added to Exhibit A ("Services") of the Agreement, to set forth services being provided pursuant to this Amendment #2.

4. Exhibit B1, which pursuant to Amendment #1 replaced and superseded the preexisting Exhibit B, is hereby revised to reflect the new not to exceed amount and include in its Section B ("Pricing and Fee Schedule") three new bulleted paragraphs describing the services, and pricing and payment therefor, contemplated by this Amendment #2, as follows:

- **"Institutions Phase" to Adult and Juvenile Supervision** – Institutions/Facility Management Functionality shall be added into the Adult/Juvenile Probation system for a total cost of \$300,000 in professional services fees. An initial payment of \$40,000 shall be due and payable when JTI finalizes, and County approves, the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e., prior to "Go Live" of the additional functionality).
- **OffenderLink interface (two-way)** – JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall complete a two-way OffenderLink interface between the ePretrial system for a total cost of \$50,000 in professional services fees. The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e., prior to "Go Live" of the interface).
- **Risk Assessments** - JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall implement the following four (4) risk assessments: (i) ORAS-CST; (ii) OYAS-DIV, (iii) OYAS-DIS, (iv) OYAS-RES, for a total

cost of \$45,000 in professional services fees. The \$45,000 fee shall be due and payable when the completed assessments have been accepted by County, which shall occur prior to their being put into live production (i.e., prior to “Go Live” of the interface).

5. Exhibit B1 is further revised to remove the pricing table below the bulleted paragraphs in Section B and include a new Section C (“Budget Table”).
6. A new Exhibit 1-B (“Pricing for Professional Services Pursuant to Amendment #2”), attached hereto, is added to Exhibit D (“Professional Services Agreement”) of the Agreement, to set forth the pricing for services being provided pursuant to this Amendment, and to detail payments to be made by County therefor.
7. **All other terms and conditions of the Agreement dated December 10, 2019, and amended April 20, 2021, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Journal Technologies, Inc.

M Rodriguez
Contractor Signature

10/20/2022
Date

Maryjoe Rodriguez, President
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A-2

Journal Technologies, Inc.

Services pursuant to Amendment #2 to Agreement

In consideration of the payments set forth in Exhibit B and Exhibit 1-A (“Pricing for Professional Services”) to Exhibit D (“Professional Services Agreement”), Contractor shall provide the following services:

- **“Institutions Phase” to Adult and Juvenile Supervision – Institutions/Facility Management Functionality shall be added into the Adult/Juvenile Probation system for a total cost of \$300,000 in professional services fees.**
 - An initial payment of \$40,000 shall be due and payable when JTI finalizes and County approves the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the additional functionality).
 - JTI estimates a 6-9 month project timeline. As this will be joint project, that estimate depends upon, and will vary based on, the involvement by and availability of County personnel and their timely completion of County tasks and responsibilities pursuant to the Project Work Plan agreed upon by the parties.
 - For the avoidance of doubt, the number of Adult/Juvenile Probation User shall not change based on the addition of the Institutions/Facility Management Functionality. The existing named Users already exist in the Adult/Juvenile probation 300 User pool.
- **OffenderLink interface (two-way) – JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall complete a two-way OffenderLink interface between the ePretrial system for a total cost of \$50,000 in professional services fees.**
 - The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the interface).
 - The implementation schedule shall be further defined in the Project Work Plan, and shall be dependent upon involvement by County personnel and their timely completion of County tasks and responsibilities agreed to in the Project Work Plan.
 - To the extent applicable, County shall be responsible for the cooperation of its other vendors that are counterparties to the interface. Additional details regarding the interface are:
 - Interface with Fieldware (OffenderLink)
 - eProbation will export the following data to OffenderLink:
 - Client Name
 - Demographic
 - Address
 - Telephone
 - Employment
 - Court Case Number
 - Charges
 - Grant
 - Supervision
 - Appointments
 - Warrant

- OffenderLink will export the following data to eProbation:
 - Case Notes (Case Events and responses from the services OffenderLink provides)
 - Address Updates
 - Telephone Updates
 - Employment Updates
- **Risk Assessments – JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall implement the following risk assessments for a total cost of \$45,000 in professional services fees.**
 - ORAS-CST
 - OYAS-DIV
 - OYAS-DIS
 - OYAS-RES
 - JTI will build these assessments with all of their questions/scoring into the Adult/Juvenile Probation System.
 - The \$45,000 fee shall be due and payable when the completed assessments have been accepted by County, which shall occur prior to their being put into live production (i.e. prior to “Go Live” of the interface).

Project Work Plans, to be agreed by the parties, shall detail the processes JTI will undertake to complete the services set forth above. Because timeline is of the utmost importance, JTI and County will determine the simplest method of delivery for the required deliverables during initial meetings. If JTI deems a task outside the scope of the deliverables, a formal change order process will be followed and the timeline for delivery and price will be adjusted equitably. Price and time estimates will be determined by JTI.

Exhibit B1

Journal Technologies, Inc.

Payments

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. Payment shall be made within thirty (30) days upon receipt of the contractor's original invoice and approved by the Chief Probation Officer or his designee. In no event shall County's total fiscal obligation under this Agreement exceed **TWO MILLION, NINEHUNDRED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,928,637.50)** and the County shall have the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
- B. Pricing and Fee Schedule for Development and Implementation Services
- Pretrial Services Phase 1 – **\$325,000 due at initial Go Live of the Licensed Software for the Pretrial Department upon completion of the following Phase 1 milestones (“Initial Pretrial Go Live”), net 30 days:**
 - Intake
 - VPRAI Assessment and Scoring
 - Court Report Generation
 - Record Disposition
 - Pretrial Services Phase 2 – **\$90,000 due upon completion of the following Phase 2 milestones:**
 - Pretrial Supervision
 - OKTA integration – \$30,000
 - electronic monitoring interface (ex. SCRAM) – \$30,000
 - chemical testing interface (Redwood Toxicology) – \$30,000
 - Pretrial Services Phase 3
 - Public Portal Check-in (reception kiosk)
 - Pretrial Services Phase 4 – **\$175,000 due upon completion of the following Phase 3 milestones**
 - Interfaces
 - CJJ: Booking from Sherriff's Office to Pretrial – \$25,000
 - CJJ: Release from Sherriff's Office to Pretrial – \$25,000
 - CJJ: DA filed/not filed (Karpel) to Pretrial – \$25,000
 - CJJ: Court hearings (arraignment, etc.) from Court to Pretrial – \$25,000
 - CJJ: Disposition from Court to Pretrial – \$25,000
 - CJJ: Warrant/revocation memo sent to Court –\$25,000
 - Document Exchange: Court Report Document sent/received to/from Court –\$25,000
 - Juvenile Traffic – **\$190,000 for implementation services and \$50,000 for data conversion services (i.e., \$240,000 total) each due at Go Live of the Licensed Software for the Juvenile Traffic Department (“Juvenile Traffic Go Live”), net 30 days:**

- Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - eDMV Interface
 - Data conversion from JTCMS (juvenile traffic legacy application)

- **Adult and Juvenile Supervision – \$40,000 of the total one-time fee will be billed when JTI finalizes and County approves the Project Work Plan, which shall be finalized during meetings between the parties after execution of Amendment #1 to this Agreement; remaining \$750,000 for implementation services and \$150,000 for interfaces (i.e., \$940,000 total) each due at Go Live of the Licensed Software for the Adult and Juvenile Supervision Department (“Adult and Juvenile Supervision Go Live”), net 30 days:**
 - Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - Interfaces
 - Booking from Sheriff’s Office to Pretrial
 - Report from Probation to Court
 - Release from Sheriff’s Office to Pretrial
 - Disposition from Court to Probation
 - DA (Karpel) to Probation
 - Warrant from Pretrial to Court

- **“Institutions Phase” to Adult and Juvenile Supervision** – Institutions/Facility Management Functionality shall be added into the Adult/Juvenile Probation system for a total cost of \$300,000 in professional services fees. An initial payment of \$40,000 shall be due and payable when JTI finalizes and County approves the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the additional functionality).

- **OffenderLink interface (two-way)** – JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall complete a two-way OffenderLink interface between the ePretrial system for a total cost of \$50,000 in professional services fees. The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the interface).

- **Risk Assessments** - JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall implement the following four (4) risk assessments: (i) ORAS-CST; (ii) OYAS-DIV, (iii) OYAS-DIS, (iv) OYAS-RES, for a total cost of \$45,000 in professional services fees. The \$45,000 fee shall be due and payable when the completed assessments have been accepted by County, which shall occur prior to their being put into live production (i.e. prior to “Go Live” of the interface).

C. Budget Table

One-Time Costs:	Previously Budgeted in Amendment #1	Total Remittance through FY 21-22	Allocations in Amendment #2 for FY 22-23, FY 23-24
Pretrial	\$590,000	\$325,000	\$265,000
OffenderLink Interface (added w/Amendment #2)	-	-	\$50,000
Juvenile Traffic	\$240,000	-	240,000
Adult & Juvenile Assessments (added w/Amendment #2)	\$940,000	-	\$940,000
	-	-	\$45,000
Institutions/Facility Management (added w/Amendment #2)	-	-	\$300,000
Contingency	\$90,000	\$7,000	\$114,273.50
Annual Fees:			
License, Maintenance, Support, Hosting, Storage Fees	\$768,637.50	\$182,364	\$460,000
TOTALS	\$2,628,637.50	\$514,364	\$2,414,273.50

Not to Exceed Amount:

Total Remittance through FY 21-22	\$514,364
Allocations in Amendment #2 for FY 22-23, FY 23-24	\$2,414,273.50

TOTAL \$2,928,637.50

- D. Contractor shall submit invoices to IT Manager Ino Cubing, icubing@smcgov.org, and Probation Fiscal Services, Prob_Accounts_Payable@smcgov.org.

Performance Measures:

Measure	FY 2022-23 Target	FY 2023-24 Target
Percent of pretrial defendants assessed through the V-PRAI in the case management system	100%	100%
Percent of collected juvenile traffic fines distributed	100%	100%
Percent of new adult probationers supervised through the new case management system	100%	100%
Percent of new juvenile probationers supervised through the new case management system	100%	100%

EXHIBIT 1-B

**PRICING FOR PROFESSIONAL SERVICES PURSUANT TO AMENDMENT #2
(excluding license, maintenance and support fees and hosting and storage fees)**

	<u>One-Time Cost</u>
Institutions/Facility Management Functionality for Adult and Juvenile Supervision Department	
Professional services, including expenses	
Implementation services (Notes)	\$ 300,000
Interface	
OffenderLink (Two-Way)	\$50,000
Assessments, to include:	
OYAS-CST	
OYAS-DIV	
OYAS-DIS	
OYS-RES	
Assessment Total:	\$45,000
Overall total for Professional Services pursuant to Amendment #2	<u>\$395,000</u>

Payment of the Service Fees set forth above shall be made in the following manner and amounts set forth below:

- **Institutions/Facility Management Functionality for Adult and Juvenile Supervision Department:** An initial payment of \$40,000 shall be invoiced and payable when JTI finalizes and County approves the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the additional functionality).
- **OffenderLink Interface:** The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the interface).
- **Assessments:** The 45,000 fee shall be due and payable when the completed assessments have been accepted by County, which shall occur prior to their being put into live production (i.e. prior to “Go Live” of the interface).

Notes -

JTI estimates that Go Live of the Institutions/Facility Management Functionality phase will occur within 6-9 months following the parties' initial kick-off meeting for the project; provided, however, that because this will be joint project, that estimate depends upon, and will vary based on, the involvement by and availability of County personnel and their timely completion of County tasks and responsibilities pursuant to the Project Work Plan agreed upon by the parties. The estimated timeline shall be jointly refined in connection with developing the Project Work Plan.

Regarding the interface, the parties acknowledge that there must be significant involvement from County's IT personnel during the interface work. The interfaces require a willing and capable data exchange partner at agencies with which County wishes to interface. County will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces. Since County's IT department, including the contractors that County's IT department engages, will become familiar with eProbation's® ("Licensed Software") API, County will be able to assist with and maintain the interfaces as well as develop interfaces. Additional details regarding the interface are:

- Interface with Fieldware (OffenderLink)
- eProbation will export the following data to OffenderLink:
 - Client Name
 - Demographic
 - Address
 - Telephone
 - Employment
 - Court Case Number
 - Charges
 - Grant
 - Supervision
 - Appointments
 - Warrant
- OffenderLink will export the following data to eProbation:
 - Case Notes (Case Events and responses from the services OffenderLink provides)
 - Address Updates
 - Telephone Updates
 - Employment Updates

Regarding the assessments, JTI shall build these assessments with all of their questions/scoring into the Adult/Juvenile Probation system.

For the avoidance of doubt, no data conversion Services are being performed by Contractor

pursuant to this Amendment. If such Services are requested by County in the future, they will be performed pursuant to a subsequent Statement of Work, and billed at Contractor's then-current hourly rate.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal Technologies has prepared this Exhibit 1-B on the assumption that Client is exempt from federal excise taxes and without the inclusion of any California or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' currently hourly rate is \$200.

Exhibit A-2

Journal Technologies, Inc.

Services pursuant to Amendment #2 to Agreement

In consideration of the payments set forth in Exhibit B and Exhibit 1-A (“Pricing for Professional Services”) to Exhibit D (“Professional Services Agreement”), Contractor shall provide the following services:

- **“Institutions Phase” to Adult and Juvenile Supervision – Institutions/Facility Management Functionality shall be added into the Adult/Juvenile Probation system for a total cost of \$300,000 in professional services fees.**
 - An initial payment of \$40,000 shall be due and payable when JTI finalizes and County approves the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the additional functionality).
 - JTI estimates a 6-9 month project timeline. As this will be joint project, that estimate depends upon, and will vary based on, the involvement by and availability of County personnel and their timely completion of County tasks and responsibilities pursuant to the Project Work Plan agreed upon by the parties.
 - For the avoidance of doubt, the number of Adult/Juvenile Probation User shall not change based on the addition of the Institutions/Facility Management Functionality. The existing named Users already exist in the Adult/Juvenile probation 300 User pool.
- **OffenderLink interface (two-way) – JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall complete a two-way OffenderLink interface between the ePretrial system for a total cost of \$50,000 in professional services fees.**
 - The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the interface).
 - The implementation schedule shall be further defined in the Project Work Plan, and shall be dependent upon involvement by County personnel and their timely completion of County tasks and responsibilities agreed to in the Project Work Plan.
 - To the extent applicable, County shall be responsible for the cooperation of its other vendors that are counterparties to the interface. Additional details regarding the interface are:
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 - JTI will build these assessments with all of their questions/scoring into the Adult/Juvenile Probation System.
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Project Work Plans, to be agreed by the parties, shall detail the processes JTI will undertake to complete the services set forth above. Because timeline is of the utmost importance, JTI and County will determine the simplest method of delivery for the required deliverables during initial meetings. If JTI deems a task outside the scope of the deliverables, a formal change order process will be followed and the timeline for delivery and price will be adjusted equitably. Price and time estimates will be determined by JTI.

Exhibit B1

Journal Technologies, Inc.

Payments

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. Payment shall be made within thirty (30) days upon receipt of the contractor's original invoice and approved by the Chief Probation Officer or his designee. In no event shall County's total fiscal obligation under this Agreement exceed **TWO MILLION, NINEHUNDRED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,928,637.50)** and the County shall have the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
- B. Pricing and Fee Schedule for Development and Implementation Services
- Pretrial Services Phase 1 – **\$325,000 due at initial Go Live of the Licensed Software for the Pretrial Department upon completion of the following Phase 1 milestones (“Initial Pretrial Go Live”), net 30 days:**
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 - CJJ: Warrant/revocation memo sent to Court –\$25,000
 - Document Exchange: Court Report Document sent/received to/from Court –\$25,000
 - Juvenile Traffic – **\$190,000 for implementation services and \$50,000 for data conversion services (i.e., \$240,000 total) each due at Go Live of the Licensed Software for the Juvenile Traffic Department (“Juvenile Traffic Go Live”), net 30 days:**

- Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
 - eDMV Interface
 - Data conversion from JTCMS (juvenile traffic legacy application)

- **Adult and Juvenile Supervision – \$40,000 of the total one-time fee will be billed when JTI finalizes and County approves the Project Work Plan, which shall be finalized during meetings between the parties after execution of Amendment #1 to this Agreement; remaining \$750,000 for implementation services and \$150,000 for interfaces (i.e., \$940,000 total) each due at Go Live of the Licensed Software for the Adult and Juvenile Supervision Department (“Adult and Juvenile Supervision Go Live”), net 30 days:**
 - Based on the configuration completed in Solano County eProbation
 - Modified for San Mateo County
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 - Booking from Sheriff’s Office to Pretrial
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 - DA (Karpel) to Probation
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- **“Institutions Phase” to Adult and Juvenile Supervision** – Institutions/Facility Management Functionality shall be added into the Adult/Juvenile Probation system for a total cost of \$300,000 in professional services fees. An initial payment of \$40,000 shall be due and payable when JTI finalizes and County approves the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the additional functionality).

- **OffenderLink interface (two-way)** – JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall complete a two-way OffenderLink interface between the ePretrial system for a total cost of \$50,000 in professional services fees. The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the interface).

- **Risk Assessments** - JTI, with County assistance as defined in the Project Work Plan to be agreed to by the parties, shall implement the following four (4) risk assessments: (i) ORAS-CST; (ii) OYAS-DIV, (iii) OYAS-DIS, (iv) OYAS-RES, for a total cost of \$45,000 in professional services fees. The \$45,000 fee shall be due and payable when the completed assessments have been accepted by County, which shall occur prior to their being put into live production (i.e. prior to “Go Live” of the interface).

C. Budget Table

One-Time Costs:	Previously Budgeted in Amendment #1	Total Remittance through FY 21-22	Allocations in Amendment #2 for FY 22-23, FY 23-24
Pretrial	\$590,000	\$325,000	\$265,000
OffenderLink Interface (added w/Amendment #2)	-	-	\$50,000
Juvenile Traffic	\$240,000	-	240,000
Adult & Juvenile Assessments (added w/Amendment #2)	\$940,000	-	\$940,000
Institutions/Facility Management (added w/Amendment #2)	-	-	\$300,000
Contingency	\$90,000	\$7,000	\$114,273.50
Annual Fees:			
License, Maintenance, Support, Hosting, Storage Fees	\$768,637.50	\$182,364	\$460,000
TOTALS	\$2,628,637.50	\$514,364	\$2,414,273.50

Not to Exceed Amount:

Total Remittance through FY 21-22	\$514,364
Allocations in Amendment #2 for FY 22-23, FY 23-24	\$2,414,273.50

TOTAL \$2,928,637.50

- D. Contractor shall submit invoices to IT Manager Ino Cubing, icubing@smcgov.org, and Probation Fiscal Services, Prob_Accounts_Payable@smcgov.org.

Performance Measures:

Measure	FY 2022-23 Target	FY 2023-24 Target
Percent of pretrial defendants assessed through the V-PRAI in the case management system	100%	100%
Percent of collected juvenile traffic fines distributed	100%	100%
Percent of new adult probationers supervised through the new case management system	100%	100%
Percent of new juvenile probationers supervised through the new case management system	100%	100%

EXHIBIT 1-B

PRICING FOR PROFESSIONAL SERVICES PURSUANT TO AMENDMENT #2 (excluding license, maintenance and support fees and hosting and storage fees)

	<u>One-Time Cost</u>
Institutions/Facility Management Functionality for Adult and Juvenile Supervision Department	
Professional services, including expenses	
Implementation services (Notes)	\$ 300,000
Interface	
OffenderLink (Two-Way)	\$50,000
Assessments, to include:	
OYAS-CST	
OYAS-DIV	
OYAS-DIS	
OYS-RES	
Assessment Total:	\$45,000
Overall total for Professional Services pursuant to Amendment #2	<u>\$395,000</u>

Payment of the Service Fees set forth above shall be made in the following manner and amounts set forth below:

- **Institutions/Facility Management Functionality for Adult and Juvenile Supervision Department:** An initial payment of \$40,000 shall be invoiced and payable when JTI finalizes and County approves the Project Work Plan for the implementation of the Institutions/Facility Management Functionality. The remaining \$260,000 shall be due and payable when the functionality is accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the additional functionality).
- **OffenderLink Interface:** The \$50,000 fee shall be due and payable when the completed interface has been accepted by County, which shall occur prior to its being put into live production (i.e. prior to “Go Live” of the interface).
- **Assessments:** The 45,000 fee shall be due and payable when the completed assessments have been accepted by County, which shall occur prior to their being put into live production (i.e. prior to “Go Live” of the interface).

Notes -

JTI estimates that Go Live of the Institutions/Facility Management Functionality phase will occur within 6-9 months following the parties' initial kick-off meeting for the project; provided, however, that because this will be joint project, that estimate depends upon, and will vary based on, the involvement by and availability of County personnel and their timely completion of County tasks and responsibilities pursuant to the Project Work Plan agreed upon by the parties. The estimated timeline shall be jointly refined in connection with developing the Project Work Plan.

Regarding the interface, the parties acknowledge that there must be significant involvement from County's IT personnel during the interface work. The interfaces require a willing and capable data exchange partner at agencies with which County wishes to interface. County will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces. Since County's IT department, including the contractors that County's IT department engages, will become familiar with eProbation's® ("Licensed Software") API, County will be able to assist with and maintain the interfaces as well as develop interfaces. Additional details regarding the interface are:

- Interface with Fieldware (OffenderLink)
- eProbation will export the following data to OffenderLink:
 - Client Name
 - Demographic
 - Address
 - Telephone
 - Employment
 - Court Case Number
 - Charges
 - Grant
 - Supervision
 - Appointments
 - Warrant
- OffenderLink will export the following data to eProbation:
 - Case Notes (Case Events and responses from the services OffenderLink provides)
 - Address Updates
 - Telephone Updates
 - Employment Updates

Regarding the assessments, JTI shall build these assessments with all of their questions/scoring into the Adult/Juvenile Probation system.

For the avoidance of doubt, no data conversion Services are being performed by Contractor

pursuant to this Amendment. If such Services are requested by County in the future, they will be performed pursuant to a subsequent Statement of Work, and billed at Contractor's then-current hourly rate.

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. Client acknowledges and agrees that Journal Technologies has prepared this Exhibit 1-B on the assumption that Client is exempt from federal excise taxes and without the inclusion of any California or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' currently hourly rate is \$200.