



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
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Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Software License Agreement With CorrectTech, Inc. for  
Community Corrections**

<b>Purpose/ Outcomes</b>	Approval of software license agreement
<b>Dollar Amount and Fiscal Impact</b>	\$172,900.40, for three years and then ongoing annual support of approximately \$13,000 (increases each year)
<b>Funding Source</b>	219-1310-06225-431900      \$29,100 219-1310-00-31900      Remainder
<b>Duration</b>	Three years with option to extend
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy and Secure Communities.
<b>Contact Person</b>	Malcolm McDonald, x 8717

**BACKGROUND:**

Community Corrections operates two residential facilities that provide treatment and programming services to justice-involved adults. We are in need of a data and case management system designed for evidence-based treatment programs. CorrectTech is specifically designed for the operation of a community corrections treatment facility incorporating referral management, intake/discharge workflows, assessments, case planning, dosage management, group session management, treatment management, positive reinforcements, incident reporting, sanction and rewards, client self-service, medication management, and security/facility management. This program has been approved by Technology Services.

In accordance with LCRB C-047-0275, a notice of sole source was published and no protests were received during the seven (7) day protest period. The contract is for a period three years with the option to extend annually thereafter for ongoing maintenance and support.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached software license agreement and authorize the department director or Procurement director to sign amendments for future extensions of the agreement.

Respectfully submitted,

Captain Malcolm McDonald, Director

Paced on the Agenda of \_\_\_\_\_ by the Procurement Division



**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

**Agency/Court:** Clackamas County on behalf of its Community Corrections Center

**Street Address:** 1024 Main St., Oregon City, OR 97045

**Billing Address:** 1024 Main St., Oregon City, OR 97045

CorrectTech™, Inc. (“CTP”), a Colorado corporation will provide Agency with software and support services as defined in this Agreement, and as may be amended in accordance with this Agreement.

**CorrectTech Foundation Platform - includes the following features:**

- Case management, case notes, client biographic information, contacts database, and more
- For any or all components of CorrectTech selected, integrated functionality across case management, security, treatment, data analysis & reporting, and audit & compliance.
- Electronic document center that supports every other module and function of the system, organized and structured for efficiency and ease of use, and configurable to local agency documentation requirements.
- Role-based access privileges for Agency personnel, including agency ability to define new roles
- Database that includes a codified view of agency information and data for easy query, analysis and data extracts
- Level system checklists
- Client PIN signature on electronic documents and other electronic assets
- Customer administration functions to enable local configuration, customization and control.
- Electronic copies of CorrectTech training and resource materials.
- Access to all applicable service upgrades and enhancements of CorrectTech upon general availability release.

**CorrectTech offers optional modules to address agency-specific operational needs:**

- Assessments: Create, conduct, track, manage and report on assessments.
- Randomized Monitoring: Randomly conduct substance testing and contraband searches, including two-step drug testing
- Progressive Monitors: Allows for escalating or deescalating monitor setting defaults based on client program level, risk, housing status, client type, client sub-type and by building (for multi-building programs).
- Case Planning: The fully digital case plan helps keep client treatment plans current through time with criminogenic needs linked to goals, one or more steps per goal, progress notes and level advancement. Customizable to one or more client categories to meet unique contracting requirements. If licensed, support of automated generation of case plan goals and actions steps based on domain scores results of primary risk / need instrument and associated intervention plans tied to the client assessment.
- Incident Reporting: Auto generates incidents as result of positive UAs, late check-ins, and other measurable behavior. Optional plea system to facilitate adjudication of incident reports.
- Positive Reinforcement: Define and track positive behavioral events, for use in 4:1 ratio reporting, as well as input to Sanctions/Rewards functions.
- Medications Management: Intake, administer, track and audit medications
- Client Self Service: Send various messages to client, client self-assessment surveys, viewing of incidents and sanctions, review and redemption of incentives, and client sign in/out capabilities.
- Biometric Validation: Client fingerprint signatures on documents, and supports biometric sign-out/sign-in features (hardware contracted for separately)
- Trips and Passes: Develop client trip schedules that enable sign-out privileges, random “whereabouts” calls, and client IVR check-in calls while away from the facility. Passes automation provides mechanism for pre-approved passes that do not require community whereabouts while away from the facility.
- Client IVR: Automate client check-in process, automated incident reports for trip violations, and individualized “report for services” message. The phone-in service is provided by a separate vendor under separate contract.
- Client Financial Management: Record client finances, build and track budgets, update and review running account balance. Does not include managed money.
- Trust Accounting: Adding to the Client Financial Management module, adds managed money and automated billing of referral sources.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

- Case File Audits: Enabling of case file audits for a single case manager or entire program.
- Monitoring Audits: Complete “ongoing” audits on randomized testing, contraband searches, and location verifications and more.
- Security/Facility: Fully automated and integrated with all other CorrectTech modules for comprehensive “front desk” automation for client sign-in/out, permissions for passes, restrictions, visitors, full view of facility-wide client activities, medications duty roster, random monitoring duty roster, whereabouts duty roster, house count automation, and more.
- Intake / Discharge Management: Using Universal Reports, advanced report writing functionality, the Data Wizard and data from across the entire CorrectTech system, this module enables the development and implementation of a customized set of intake reports and discharge documents that fully meet local agency referral agency requirements and/or state and federal standards.
- Intake/Discharge Workflows: Intake and Discharge workflow automation, customizable to each client type for the Agency
- Universal Reports: Document templates for each document (intake, incident, case plan, treatment plan, discharge, escape, etc.) connect to the database to enable fully automated generation of completed documents. The Data Wizard feature enables new data to be incorporated into agency specific forms and managed as part of document generation process, allowing new data to be captured and stored at the time of “form filling” to support the “paperless” workflow processes across the system.
- Referral Management: Gather client data, perform assessments, make accept/reject decisions, and provide reports on referral results for referral agencies.
- Progressive Sanctions: Record-keeping and automation for pre-determined and auto-sanctioning as tied to client rule violations and incidents. Agency configuration settings allow programmatic “grids” to be defined for progressive sanctions.
- Incentives & Rewards: Record-keeping and reporting on full slate of incentives and rewards for positive behaviors, targeted behaviors and for automated detection of such client behavior as “no failed drug tests for 30 days.” Agency configuration settings allow programmatic “grids” to be defined for rewards/merit points. The “store” allows for clients to redeem points for agency-defined rewards, keeping a client ledger for each client.
- Group Sessions Management: Individually assigned or via curriculum-based definitions, linked to resource scheduling for staff and facilities, inputs directly to dosage categories, and client case notes upon completion of each session. If premium suite of modules licensed, support of automated referrals and automated case plan generation based on domain scores results of primary risk / need instrument.
- Dosage and Attendance: Track dosage for each category of treatment type and intervention type, including option for regular case manager face to face meetings. Structured time also available for tracking non-dosage categories of client time. Also includes ability to track community service attendance, education hours, and related non-cognitive treatment categories.
- Global Data Manager: Integration of nearly 100 views of the CorrectTech database, providing real time and historical insight into the operation of the facility. Grid controls provide for powerful filtering, group-by, and field selection to easily create the customizable views needed to make decisions.
- Remote Access: Facilitates access to the CorrectTech system from a network other than the home network for the CorrectTech database. This module includes the licensing of an appropriate number of TS Plus user licenses for concurrent remote access to the CorrectTech system.
- Treatment Management: Automates treatment delivery and required reports for in-house or contracted therapists who do their own client intake and discharge, and client meeting outcomes (individual or group).
- Multiple Site: Enables a single CorrectTech database to support multiple buildings for purposes of operations (sign out/in, duty roster monitors, house counts, medications, facility notes, user access control, and more) as well as option to constrain programming/case manager staff to same building-specific client caseload. Multi-building programs can also designate their buildings to create a shared pool of clients for purposes of programming and case management. There are special Global Data views for Enterprise wide views as well as building-specific views of the global data.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### CorrectTech Modules and Services

Agency has selected the CorrectTech modules as identified in the CorrectTech Pricing Summary for Clackamas County, attached hereto as Attachment A and incorporated by this reference herein. Agency may, upon written notice and agreeing to associated licensing terms, modify the selection of the CorrectTech software modules licensed.

### Key Services and Technology Assumptions:

Our working assumptions for your organization’s technology infrastructure needs are outlined in **Attachment E**.

### Project Summary Assumptions:

**Attachment F** contains the summary of module implementation assumptions and tasks.

**Based on the selections made in this agreement, the Fee and Payment Schedule is summarized here:**

*Table 1: CorrectTech Software License & Implementation Fee Summary*

Item	Description	Initial License	Annual Fee *
<b>Program Foundation / Product Package</b>	Modules as outlined above, for up to 112 residential clients and up to 20 non-res clients	<b>\$66,324.43</b>	\$11,938/yr.
<b>Additional Licensing – for modules as currently licensed</b>	Per Residential client greater than 112: Per Non-Res client greater than 20:	Res: \$562.07 Non-Res: \$168.62	Res: \$101.17 Non-Res: \$30.35
<b>Fingerprint scanners</b>	Required for electronic fingerprint signing	Qty = 12; \$350 each Total = <b>\$4,200.00</b>	
<b>Custom Software Module Enhancements</b>	None	\$0.00	\$ 0.00/yr
<b>Configuration and System Implementation Services</b>	Approximately 76 man-days of planning, configuration and training @ \$100/hour; <i>travel expenses not included and reimbursable by client</i>	\$55,838.25 discounted by \$16,362.68 for a total of <b>\$39,475.57</b> ; including 4 onsite days for two out-of-town staff <i>Estimated travel expenses are \$6,000</i>	
<b>Custom Configuration Services</b>	No Custom Stored Procedures or Custom Data Fields	\$0.00	
<b>Data Migration Services</b>	Not included	\$0.00	
<b>Pre-Launch Services / Training Support component</b>	Training Support for SMEs and Staff	<b>\$15,000</b>	



**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

<b>Post Go-Live Services</b>	During first 60 days after Go-Live	<b>\$5,000</b> , other services at \$125/hour	
* Annual SW Maintenance Fee can increase up to 3% annually			

**Payment Terms – Initial Licensing, Implementation Services, and Annual Support**  
**Table 2: Payment Terms**

<b>Item</b>	<b>Payment Timing</b>	<b>Amount</b>
First Payment	At contract signing, 70% of Implementation Services fees	\$ 27,632.90
	At contract signing, 50% of initial license fee	\$ 33,162.21
	At contract signing, 70% of Pre and Post Launch fees	\$ 14,000.00
	At contract signing, 100% of Fingerprint scanners fee	\$ 4,200.00
	At contract signing, 100% of estimated travel expenses	\$ 6,000.00
	<b>Total Initial Payment – upon contract signing</b>	<b>\$ 84,995.11</b>
Billed 60 days after contract	50% of initial license fee	\$ 33,162.22
	<b>Total 2<sup>nd</sup> payment</b>	<b>\$ 33,162.22</b>
Billed at end of month of services delivered	Remaining 30% of Implementation Services fees	\$ 11,842.67
	Remaining 30% of Pre and Post Launch fees	\$ 6,000.00
	<b>Total 3<sup>rd</sup> Payment</b>	<b>\$ 17,842.67</b>
Annual Maintenance & Support – <i>Billed no sooner than July 2019</i>	100% of SW Support & Maintenance fee	\$ 11,938.40
	<b>Annual SW and Support Payment</b>	<b>\$ 11,938.40</b>
Annual Maintenance & Support – YR2	Year 2 - SW license fee and SW Support Total <i>Due on 1-year anniversary of Go-Live</i>	<b>\$ 12,296.55</b>
Annual Maintenance & Support	Years 3 forward: Due on anniversaries of Go-Live, a 3% COL increase	
* Annual SW Maintenance Fee scheduled to increase 3% annually		

**Summary**

Year 1 Total: \$147,938.40  
Year 2 Total: \$12,296.55  
Year 3 Total: \$12,665.45

**Term:** The initial term of this Agreement shall begin on the date that the second party signs below and term shall end on the last day of the thirty-sixth (36<sup>th</sup>) full calendar month after that date. This Agreement may be extended only if no later than ninety (90) days prior to the then expiration date, CorrectTech provides a written quote to the Agency for a one (1) year renewal term, and the Agency accepts a new renewal term by the issuance of an official Agency purchase order within 60 days of the then current expiration date. Except for the renewal term and associated fee, no other terms and conditions of the original Agreement may be changed through this process.

**Fee Schedule:** Agency will pay fees to CorrectTech according to the Payment Terms outlined herein. Except for the above referenced 3% increase cap, each renewal of this Agreement is subject to the Fee Schedule(s) and Service Description(s) in effect on the date of that renewal, provided that CorrectTech notifies Agency of any changes at least 120 days before that date. In no event shall any maintenance and support renewal thereafter exceed 3%.



**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

**Travel and Taxes**

1. All travel expenses shall be paid for by Agency, with written notification from CTI and prior Agency approval, provided however that, in connection with the professional services provided by CTI hereunder, Agency hereby approves, and agrees to reimburse CTI for, all air travel via Delta Airlines, Comfort (or equivalent) class, including any fees required for in-flight WiFi access. Subject to the foregoing, any travel expense reimbursement shall be allowed in accordance with the Clackamas County Contractor Travel Reimbursement policy, hereby incorporated by reference at: <https://www.clackamas.us/bids/terms.html>.
2. If applicable, any taxes due on CorrectTech software and/or services provided to Agency or on fees for those services must be paid Agency.

**Attachments:** This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference:


- CorrectTech Software License Agreement
- Attachment A: CorrectTech Pricing Summary for Clackamas County
- Attachment B: Agency Terms and Conditions
- Attachment C: CorrectTech Terms of Use
- Attachment D: CorrectTech Support & Maintenance Agreement
- Attachment E: Technology Assumptions
- Attachment F: Summary of Module Implementation Assumptions and Tasks

**Counterparts; Facsimile/ Electronic Signatures.** This Agreement may be executed in counterparts, which together shall constitute a single agreement. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or other authorized representatives.

**Accepted by:**

Sign: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
**for Clackamas County**

Sign:   
 Date: 4/16/2019  
 Name: Eric P. Tumperi  
 Title: CEO  
**for CorrectTech, Inc.**

The Preferred Package - for Clackamas County						Added Notes
Module Options	Adjusted % of Module	Total Initial Software Cost	One-Time Implementation Services	Service Descriptions		
<b>Program Foundation Platform</b>	<b>100%</b>	<b>\$ 7,526.40</b>	<b>\$ 2,524.80</b>			
Premium	100%	\$ 7,526.40	\$ 2,524.80	Client placement data, definition and configuration of user role types, loading of one conviction table for all clients; configuration of case note types/subtypes; definition of doc slots for doc center; definition of client type/subtypes		
<b>Assessments</b>	<b>75%</b>	<b>\$ 2,116.80</b>	<b>\$ 2,006.40</b>			
	0%	\$ -	\$ -			
Advanced	75%	\$ 2,116.80	\$ 2,006.40	Existing library plus 2 new assessment - 40 questions & 8 domains each; up to 2 assessment summaries; Does include connecting of primary risk instrument to Placement Risk Level. Does not include connecting to Case Plan domains, Intervention Table, Focused Treatment or Auto-gen; no special documents.	No LS/CM/I full assessment - assessment summary only.	
	0%	\$ -	\$ -			
<b>Randomized Monitoring</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,095.20</b>			
	0%	\$ -	\$ -			
Advanced	75%	\$ 2,822.40	\$ 1,095.20	Standard Monitors configuration settings without any progressive features; includes option for Drug Testing configs; No new custom monitors or changes beyond existing inventory of monitors, including dynamic drug test configuration settings; up to 4 new basic documents for clients to sign taking a monitor or for failed monitor write-ups	Residential and Non-Residential - same frequencies	
	0%	\$ -	\$ -			
<b>Case Planning</b>	<b>100%</b>	<b>\$ 5,644.80</b>	<b>\$ 10,568.90</b>			
	0%	\$ -	\$ -			
	0%	\$ -	\$ -			
Premium	100%	\$ 5,644.80	\$ 10,568.90	Up to 3 Case Plan Templates and modest Case Plan doc customization beyond document template words; simple data tag enhancement (reuse of existing data queries, no new data fields); Plus Auto-Gen case plan integration with Assessment domain scores and intervention grid feeding the goals/steps automatically, and including linkages to Treatment attendance and dosage.	Use assessment summary to drive auto-gen	
<b>Incident Reporting</b>	<b>50%</b>	<b>\$ 1,411.20</b>	<b>\$ 731.60</b>			
Basic	50%	\$ 1,411.20	\$ 731.60	Loading one set of Prohibited Acts, use of existing simple document incident reports templates, with only language and logo changes, automated IR's, standard plea/hearing process; DOES NOT include progressive sanctions grids.		
	0%	\$ -	\$ -			
<b>Positive Reinforcements</b>	<b>100%</b>	<b>\$ 1,881.60</b>	<b>\$ 656.40</b>			
	0%	\$ -	\$ -			
Premium	100%	\$ 1,881.60	\$ 656.40	When positives are defined and linked to incentives and/or specialized categories, is a premium configuration.		
<b>Medications Management</b>	<b>100%</b>	<b>\$ 1,881.60</b>	<b>\$ 1,362.40</b>			
Premium	100%	\$ 1,881.60	\$ 1,362.40	Define meds types; up to 4 merge documents.		
<b>Client Self-Service</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 920.40</b>			
Advanced	75%	\$ 2,822.40	\$ 920.40	Customize to include the elements of modules in use		
	0%	\$ -	\$ -			
<b>Biometric Validation</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,460.40</b>			
Advanced	75%	\$ 2,822.40	\$ 1,460.40	Select which docs are to be signed via standard biometric fingerprint - one per document; support fingerprint scanner set-up and testing.		
	0%	\$ -	\$ -			
<b>Trips &amp; Passes</b>	<b>50%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,049.20</b>			
Basic	50%	\$ 2,822.40	\$ 1,049.20	Individual and Group Passes only; configuration of initial set of approved locations for passes (up to 20); features include group passes and "trips" as they function as passes - no minute to minute definition of client location; no whereabouts linkage to pass location.		
	0%	\$ -	\$ -			
	0%	\$ -	\$ -			
<b>Client IVR</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>			
	0%	\$ -	\$ -			
<b>Client Financial Management</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>			
	0%	\$ -	\$ -			
<b>Trust Accounting</b>	<b>100%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,780.00</b>			



The Preferred Package - for Clackamas County					
Module Options	Adjusted % of Module	Total Initial Software Cost	One-Time Implementation Services	Service Descriptions	Added Notes
Premium	100%	\$ 2,822.40	\$ 1,780.00	Definition and set-up of up to 10 accounts, training to financial admin support to do any further accounting set-up.	One billing rate is okay
<b>Case File Audits</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
<b>Monitoring Audits</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
<b>Security &amp; Facility</b>	<b>100%</b>	<b>\$ 3,763.20</b>	<b>\$ 2,466.40</b>		
	0%	\$ -	\$ -		
Premium	100%	\$ 3,763.20	\$ 2,466.40	Configuration of facility log notes types and subtypes; definition of facility doc slots; contacts plan, sign in/out, configuration for both residential and non-residential client types	
<b>Intake / Discharge Management</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 3,771.20</b>		
	0%	\$ -	\$ -		
Advanced	75%	\$ 2,822.40	\$ 3,771.20	Standard fee includes 1 successful 5-page Discharge reports, 1 unsuccessful 2-page Discharge reports, 1 4-page intake summary doc -	Use STAR CIC report
	0%	\$ -	\$ -		
<b>Intake / Discharge Workflows</b>	<b>50%</b>	<b>\$ 940.80</b>	<b>\$ 364.25</b>		
Basic	50%	\$ 940.80	\$ 364.25	No new filters assumed, checklist configurations for up to 4 client types/subtypes	
	0%	\$ -	\$ -		
<b>Universal Reports Generator</b>	<b>75%</b>	<b>\$ 2,116.80</b>	<b>\$ 6,282.80</b>		
	0%	\$ -	\$ -		
Advanced	75%	\$ 2,116.80	\$ 6,282.80	Moderate re-use of existing document templates - change of logo and light text grooming. No new data tags for the simple modifications; Up to 5 brand new non-Crystal documents. Crystal documents custom priced.	
	0%	\$ -	\$ -		
<b>Referral Management</b>	<b>100%</b>	<b>\$ 1,881.60</b>	<b>\$ 564.40</b>		
Premium	100%	\$ 1,881.60	\$ 564.40	Configuration of required assessments, referral docs and referral stages.	
<b>Progressive Sanctions</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
<b>Incentives &amp; Rewards</b>	<b>100%</b>	<b>\$ 3,763.20</b>	<b>\$ 3,544.30</b>		
Premium	100%	\$ 3,763.20	\$ 3,544.30	Typical configuration setting - all programs will be different most likely within this configuration assumption. No special merge documents or complex documents assumed.	
<b>Group Session Management</b>	<b>100%</b>	<b>\$ 5,644.80</b>	<b>\$ 9,940.00</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
Premium	100%	\$ 5,644.80	\$ 9,940.00	Definition and config of up to 12 group session types and dosage linkages where appropriate; Linkage to Assessment and Auto-gen Case Plan for automated referrals based on assessment domain scores by clients. Curriculum configuration is not included in the standard implementation price. Premium Case Plan and Assessments are prereqs.	10-12 different group classes - rolling classes for all.
<b>Dosage &amp; Attendance</b>	<b>100%</b>	<b>\$ 2,822.40</b>	<b>\$ 1,741.94</b>		
	0%	\$ -	\$ -		
Premium	100%	\$ 2,822.40	\$ 1,741.94	Define multiple categories of dosage, including sub categories by treatment type (for example), usually goes along with full curriculum and when assessment domains linked to case plans and treatment referrals, if Premium Sessions and Case Plans, this is required.	
<b>Global Data Manager</b>	<b>75%</b>	<b>\$ 2,822.40</b>	<b>\$ 593.06</b>		
Advanced	75%	\$ 2,822.40	\$ 593.06	No customization assumed; new Global Data views custom priced	
	0%	\$ -	\$ -		
<b>Remote Access</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		Not needed;
<b>Treatment Management</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>		
	0%	\$ -	\$ -		
	0%	\$ -	\$ -		
<b>Added Sites - NEW</b>	<b>75%</b>	<b>\$ 1,800.00</b>	<b>\$ 2,414.20</b>		
Advanced	75%	\$ 1,800.00	\$ 2,414.20	Assumes same configuration with no operational differences, no document differences (except facility name addresses, etc.) except where configuration choices allow (such as Premium Monitors)	Male and Female residential; and non-res virtual

The Preferred Package - for Clackamas County					Added Notes
Module Options	Adjusted % of Module	Total Initial Software Cost	One-Time Implementation Services	Service Descriptions	
<b>TOTALS:</b>		Total Initial Software Cost	One-Time Implementation Services		
		\$ 62,952.00	\$ 55,838.25		
	Annual Maintenance Cost	\$ 11,331.36	\$ (16,362.68)	<- Discounted Services	
			\$ 39,475.57	Net Implementation Services	

Additional Costs		Fingerprint Scanners - approx 12			
Per Added Residential Client	\$ 562.07	/month	Qty of Fingerprint Scanners @ \$350 each	\$	4,200.00
Support per Year per Residential Client	\$ 101.17	/year			
Per Added Non-Residential Client	\$ 168.62	20		\$ 3,372.43	
Support per Year per Non-Residential Client	\$ 30.35			\$ 607.04	

Custom Configuration Items	Hours	Rate	Fees		
Custom Enhancements - None Included			-		
Pre-Launch Services	No Onsite Pre-launch mtg; Presumes Agency ownership		\$ 15,000.00		
Post Go-Live Services	Not included; Time and Material		\$ 5,000.00		
Discounted Services					
<b>Total Additional Services</b>			\$ 20,000.00	<i>To Be Billed in July 2019 and Annually After:</i>	
<b>Total Implementation Services</b>			\$ 59,475.57	<b>Total Annual SW Support Fee</b>	\$ 11,938.40

Fingerprint Scanners	\$ 4,200.00
Total Software License Fee	\$ 66,324.43
Total Implementation Services Fees	\$ 59,475.57
<b>Total First Year Fees</b>	<b>\$ 130,000.00</b>



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

### Attachment B: Agency Terms and Conditions

CorrectTech Inc. (CTI) grants to Agency this non-exclusive, non-transferable license to use CorrectTech exclusively for the facility address(es) identified in this Agreement and for the number of users contracted for. Agency agrees to use CorrectTech on Agency-owned servers and networks or via a remote data connection over the Internet for the sole purpose of lawful electronic communication with and supervision of persons within the United States of America as ordered or authorized by the applicable court(s) of law or government entity(ies) for the applicable Jurisdiction(s) identified in the License Agreement. **Agency may not allow access to CorrectTech, including any associated proprietary materials, by any party that is not subject to the terms of this Agreement.**

**1. Payment Terms.** CorrectTech invoices are due in full upon receipt by Agency. Any late fees may only be assessed against Agency in accordance with Oregon Revised Statute 293.462. CTI's prevailing late payment fee is 1.5% if invoices remain unpaid 30 days after receipt of invoice. CTI agrees to use the ORS 293.462 standard of a 45-day grace period after Agency's receipt of invoice before any payment due hereunder will be deemed late.

**2. Proprietary and Confidential Information.** CorrectTech will provide Agency with access to proprietary and confidential information, data and materials ("CI"), including but not limited to software, training, reference and resource materials. CorrectTech retains all rights to CorrectTech and all associated CI. Agency will allow access to CorrectTech and associated materials only by authorized Agency employees, contractors and agents. Agency acknowledges and agrees that, without the prior written consent of CorrectTech, it will not use or disclose any of the terms and conditions of this Agreement or any of the CI for any purpose except as required by law or otherwise permitted hereunder and shall protect the CI using the same standard of care that it uses to protect its own such information, which in any event will be no less than a reasonable standard of care. Unless otherwise restricted by law, Agency agrees to notify CTI of any request or requirement to disclose CTI's CI, and to furnish the information provided by such requestor in a timely way as to allow CTI to be involved in such a CI disclosure. Agency acknowledges that its misuse or unauthorized disclosure of CI shall entitle CorrectTech to seek injunctive relief in addition to any other remedies available to it. Upon termination of this Agreement, Agency agrees to discontinue using CorrectTech and to return or destroy all CI provided to it by CorrectTech under this Agreement. Agency obligation to protect such materials shall continue after termination.

**3. Rights to Data.** With the exception of images or data bearing copyrights of other parties, Agency retains all rights to User Data (defined as the Agency content stored within the CorrectTech database being character data, numeric data, documents, reports, images, and fingerprint scans) in CorrectTech regarding supervision and monitoring of persons under Agency supervision and for which Agency has paid all applicable fees to CorrectTech. User Data does not include any of the intellectual property, proprietary software, methods, materials, stored procedures, or other software constructs otherwise known as CorrectTech software. CorrectTech retains all rights to use all such data independently, with the exception of data that explicitly identifies individual persons or programs. Upon termination or expiration of this Agreement, CorrectTech agrees to provide reasonable assistance, via a written and agreed-to Statement of Work, to Agency to transfer its User Data to it in a usable digital format.

**4. Warranties, Disclaimers, Limitation of Liability.**

a) Agency and CorrectTech each represent and warrant that it will comply with all applicable laws, rules and regulations, including but not limited to intellectual property laws, in connection with its use of CorrectTech pursuant to this Agreement.

b) Agency represents and warrants that as of the Effective Date and throughout the initial term of this Agreement, that all funds required to compensate CorrectTech for its performance of the services under this Agreement have been duly appropriated by the applicable Oregon governmental entity.

c) CorrectTech, its employees, directors, agents, resellers and other affiliates, shall not be liable and specifically disclaim any responsibility for i) the use of CorrectTech by or on behalf of Agency, ii) any acts of monitored persons, or iii) the operation of Internet or telephone communications, networks, systems, intermediaries or related service providers. EXCEPT AS PROVIDED IN SECTION 4.a ABOVE, CORRECTTECH DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND/OR IMPLIED, REGARDING CORRECTTECH OR ANY RELATED SERVICES OR MATERIALS PROVIDED TO AGENCY PURSUANT TO THIS AGREEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

d) IN NO EVENT WILL CORRECTTECH OR AGENCY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS



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OF USE OF SERVICE OR EQUIPMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

**5. Restrictions on Use.** Agency may not use, reproduce, transfer or assign CorrectTech or any services provided hereunder without the prior written consent of CorrectTech. Agency shall not (i) modify, reverse engineer, decompile or disassemble the software related to CorrectTech or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying CorrectTech, or (ii) customize, modify, enhance or otherwise change any software related to CorrectTech without the express written consent of CorrectTech.

**6. Terms of Use.** Agency agrees that it will cause each of its authorized users of CorrectTech to accept the then-current version of the CorrectTech Terms of Use (“TOU”, see Attachment B) prior to using CorrectTech and will use its best efforts to cause such users to comply at all times with the TOU when using CorrectTech. Agency acknowledges that failure of any such user to comply with the TOU may result in the deactivation of that user’s access to CorrectTech.

**7. Indemnification.** To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Agency shall, at its expense, defend, indemnify and hold CorrectTech and its affiliates harmless from and against any losses, expenses, costs, liabilities, charges from any claims or allegations made by third parties arising out of any breach of this Agreement by, or any gross negligence or intentional misconduct of, Agency or its employees, agents, contractors or clients in connection with this Agreement.

CorrectTech shall, at its expense, defend, indemnify and hold Agency and its elected officials, officers, employees, and affiliates harmless from and against any losses, expenses, costs, liabilities, charges from any claims or allegations made by third parties arising out of any breach of this Agreement by, or any gross negligence or intentional misconduct of, Agency or its employees, agents, contractors or clients in connection with this Agreement.

**8. Access Codes.** Agency will identify each of its personnel who require access to CorrectTech, and CorrectTech will provide Agency with either a) user identification codes and initial passwords for each of those personnel, or b) the ability to generate such codes and passwords. Agency is responsible for securing those user identification codes and passwords for lawful use by the Agency personnel for whom they were provided.

**9. Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Oregon, United States of America, without giving effect to any conflict of law provisions

**10. Force Majeure.** Neither party shall be liable to the other, nor shall any remedy be extended, for any failure of performance due to causes beyond that party’s reasonable control, including but not limited to: acts of God, fire, explosion, lightning, flood, earthquake, tornado, meteorological, hydrological or geological conditions or other catastrophes caused thereby; any law, order, regulation, action, or request of any governmental or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; unavailability of rights-of-way, third party services or materials; or strikes, lockouts, work stoppages, labor shortages or other labor difficulties; or transmission failures, telecommunication line breaks or outages, or failure of the Internet provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance. If such cause is not removed within 30 days either party may terminate this Agreement without liability.

**11. General.** This Agreement shall be binding upon the Parties hereto and their respective successors. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to exercise a right or remedy granted hereunder shall not be deemed a waiver of such right or remedy. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings.

**12. Beta Offerings.** “Beta Offerings” means any product, service, or capability that CorrectTech makes available to Agency prior to general release, as designated by CorrectTech. Notwithstanding anything else in this Agreement, CorrectTech does not make any representations or warranties regarding any Beta Offering or the integrity of any data stored in CorrectTech or accessed by Agency in connection with any Beta Offering. Agency will continue to pay applicable fees for use of CorrectTech as provided in this Agreement for Agency use of Beta Offerings in accordance with pricing defined in this Agreement for similar, comparable, or related offerings, notwithstanding any differences in terminology, design, implementation, or operation. CorrectTech may change or terminate any Beta Offering in its sole discretion without notice and does not represent or warrant the result of any such action. CorrectTech may deploy any Beta Offering for limited or general release to any or all other licensed agencies at any time without notice.

**13. Amendments.** Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties. Any notice or communication required or permitted to be given hereunder may be delivered by



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hand, deposited with an overnight courier, sent by e-mail or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified, return receipt requested and postage prepaid) in each case to the address set forth above or to such other address as may hereafter be furnished in writing by either party to the other party in accordance with this Section. Such notice will be deemed to have been given as of the date it is hand delivered, e-mailed or faxed, one (1) day after deposit with an overnight courier, or the earlier of three (3) days after deposited in the U.S. Mail or the actual date of receipt.

**14. Marking.** All Agency marketing, training, reference, and/or resource materials that include copyrighted or proprietary information of CorrectTech or that reference services that Agency offers using CorrectTech will prominently display the phrase “powered by CorrectTech”, “Copyright <Year>CorrectTech, Inc.”, and/or “Contains Proprietary Information of CorrectTech, Inc.” or other markings as applicable to protect the intellectual property of CorrectTech.

**15. Competition and Transfer of Ownership.** If Agency transfers ownership, in entirety or in part, to a competitor of CorrectTech, or if Agency offers or declares intent to offer (itself or through a contractor, subcontractor, or affiliate) case management products or services that are intended to replace, offset, or diminish use of CorrectTech software and services, CorrectTech has the right to terminate this Agreement without penalty and all fees for software and services provided shall be payable immediately.

**16. Suggestions.** CorrectTech, Inc. shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into CorrectTech any suggestions, enhancement requests, recommendations or other feedback provided by Agency, unless otherwise agreed by the parties in writing in a separate agreement.

**17. Terms and Conditions for Third Party Users of CorrectTech.** Use of CorrectTech by third parties is not authorized under this Agreement.

**18. Notice.** Whenever under the provisions of this Agreement it shall be necessary or desirable for one party to the other party, such notice shall be addressed as follows:

**If to Agency:**

Clackamas County Procurement Division  
2051 Kaen Road  
Oregon City, OR 97045

**If to CTI:**

CorrectTech Inc.  
Attn: Eric D Tumperi  
1 West Court Square, Suite 750  
Decatur, GA 30030  
[etumperi@correcttech.com](mailto:etumperi@correcttech.com)

Any notice, request, demand, report or other communication served personally shall be deemed delivered upon receipt, if served by mail or independent courier shall be deemed delivered on the date or receipt as shown by the addressee’s registry or certification receipt, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile.

**19. Privacy Compliance.** CorrectTech is required to comply with applicable privacy, consumer protection, marketing, and data security laws, regulations and guidelines, including (without limitation) all laws that apply to collecting, accessing, disclosing and securing data, and to related policies and guidelines of Internet and telephone service providers and other third party providers. Should changes to applicable laws, regulations, guidelines or policies require CorrectTech to modify CorrectTech or this Agreement to maintain compliance, CorrectTech will make commercially reasonable efforts to make those modifications timely and to give Agency timely notice of those modifications. Agency will not unreasonably deny, delay, or withhold its consent to such modifications.

CorrectTech acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the Agency desires or is required to maintain as confidential. Any and all information of any form obtained by CorrectTech or its employees or agents in the performance of this Agreement, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the Agency (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by CorrectTech shall be treated with respect to confidentiality in the same manner as the Confidential Information.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

CorrectTech agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CorrectTech uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Agreement), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

CorrectTech agrees that, except as directed by the Agency, CorrectTech will not at any time during or after the term of this Agreement, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Agreement or the Agency's request, CorrectTech will turn over to the Agency all documents, papers, records and other materials in CorrectTech's possession which embody Confidential Information. CorrectTech acknowledges that breach of this Agreement, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the Agency that cannot adequately be compensated in damages. Accordingly, the Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. CorrectTech acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the Agency and are reasonable in scope and content.

CorrectTech agrees to comply with all reasonable requests by the Agency to ensure the confidentiality and nondisclosure of the Confidential Information and will require its personnel to comply with the obligations of confidentiality imposed on CorrectTech under this Agreement, including if requested and without limitation, performing criminal background checks on each of CorrectTech's employees and agents who are performing services that allow said employees and agents access to Agency Confidential Information. Agency employees or agents that require a Criminal Justice Information Services ("CJIS") clearance will submit to the CJIS process facilitated through the Agency.

CorrectTech shall report, either orally or in writing, to the Agency any use or disclosure of Confidential Information not authorized by this Agreement or in writing by the Agency, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Without limiting the generality of the foregoing, CorrectTech shall report to the Agency immediately upon discovery of any unauthorized use or disclosure of Personal Information, but in no event more than fifteen (15) business days after CorrectTech reasonably believes there has been such unauthorized use or disclosure. CorrectTech's report shall, as far as reasonably practicable, identify: (i) the nature of the unauthorized use or disclosure, (ii) the Personal Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CorrectTech has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CorrectTech has taken or shall take to prevent future similar unauthorized use or disclosure. CorrectTech shall use commercially reasonable efforts to provide such other information, including a written report, as reasonably requested by the Agency.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by its data breach or a breach of Contractor's confidentiality obligations hereunder.

CorrectTech's obligations regarding data privacy under this Agreement shall survive expiration or termination of the Agreement.

**20. Compliance.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

CorrectTech shall: (i) Make payments promptly, as due, to all persons supplying to CorrectTech labor or materials for the prosecution of the Work provided for in this Agreement; (ii) Pay all contributions or amounts due the Industrial Accident Fund from CorrectTech or, any subcontractor, incurred in the performance of this Agreement; (iii) Not permit any lien or claim to be filed or prosecuted against the Agency on account of any labor or material furnished; and (iv) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. If CorrectTech fails, neglects or refuses to make prompt payment of any claim that is properly due for labor or services furnished to CorrectTech or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper officer representing the Agency may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to CorrectTech by reason of this Agreement.

CorrectTech shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference. All subject employers working under the Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

CorrectTech shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of CorrectTech, of all sums which CorrectTech agrees to pay for such services and all moneys and sums which CorrectTech collected or deducted from the wages of CorrectTech's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

CorrectTech promises that, throughout the duration of this Agreement and any extensions, it will comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

CorrectTech represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, CorrectTech has faithfully complied with: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to CorrectTech, to CorrectTech's property, operations, receipts, or income, or to CorrectTech's performance of or compensation for any work performed by CorrectTech; (C) any tax provisions imposed by a political subdivision of this state that applied to CorrectTech, or to goods, services, or property, whether tangible or intangible, provided by CorrectTech; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 20 shall constitute a material breach of this Agreement. Further, any violation of CorrectTech's warranty in this Agreement that CorrectTech has complied, and will comply, with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation of this Section 20 shall entitle Agency to terminate this Agreement and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to: (A) termination of this Agreement, in whole or in part; (B) exercise of the right of setoff, and withholding of amounts otherwise due and owing to CorrectTech, in an amount equal to Agency's setoff right, without penalty; and (C) initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

**21. Terminations.** This Agreement may be terminated for the following reasons: (A) this Agreement may be terminated at any time by mutual consent of the parties, or by the Agency for convenience upon thirty (30) days' written notice to CorrectTech; (B) Agency may terminate this Agreement effective upon delivery of notice to CorrectTech, or at such later date as may be established by the Agency, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the CorrectTech to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; (C) this Agreement may also be terminated upon thirty (30) days' written notice by either party for uncured material default (including breach of contract) or by Agency if (i) CorrectTech fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) CorrectTech fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, in each case of (i) and (ii) after receipt of notice from the Agency, fails to correct such failure within ten (10) business days; or (D) if sufficient funds are not provided in future approved budgets of the Agency (or from applicable federal, state, or other sources) to permit the Agency in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, Agency may terminate this Agreement without further liability by giving CorrectTech not less than thirty (30) days' written notice. Upon termination for any reason or expiration of this Agreement, Agency agrees to promptly pay CorrectTech for all amounts due under this Agreement as of the effective date of termination or expiration.

**22. Survival.** Sections 1 through 22 shall survive termination of this Agreement.



**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

**Attachment C: CorrectTech Terms of Use, effective September 1, 2014**

**YOU MAY ONLY USE CORRECTTECH™, INCLUDING ANY ASSOCIATED INTELLECTUAL PROPERTY OF CORRECTTECH, INC., IF YOU AGREE TO THESE TERMS OF USE. UPON BEING NOTIFIED OF THESE TERMS OF USE, YOUR USE OF CORRECTTECH CONSTITUTES YOUR ACCEPTANCE OF THEM.**

1. **APPLICABILITY.** You may only use CorrectTech under the terms of a license agreement or service contract (“Agreement”) that your agency, court, jurisdiction, or company (“Agency”) has executed with CorrectTech, Inc. (“CorrectTech”) or one of its authorized resellers (“Reseller”). That Agreement may amend or supersede these Terms of Use (“TOU”), but you are personally responsible for complying with the applicable TOU. Resellers may not amend or supersede the TOU without written consent from CorrectTech. All rights that are not expressly granted to you or your agency by the TOU or the associated Agreement are reserved by CorrectTech and/or its Reseller, as applicable.

2. **LICENSE GRANT.** CorrectTech grants to authorized personnel of Agency this non-exclusive, non-transferable license to use CorrectTech as defined in this Agreement via a server and network owned by Agency or via a remote data connection over the Internet for the sole purpose of lawful electronic supervision of persons as ordered or authorized by the applicable court(s) of law or government entity(ies), OR in conjunction with counseling or treatment services that you are specifically authorized to perform through your employment or official association with your Agency. You may not allow access to CorrectTech, including any associated proprietary materials or intellectual property of CorrectTech, by any party that is not subject to the terms of the Agreement that your Agency has executed with CorrectTech or a Reseller. Failure to comply with the Terms of Use may, in CorrectTech’s sole discretion, result in the deactivation of your access to CorrectTech and all data therein. This is in addition to other remedies that may be available to CorrectTech.

3. **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY.** You will have access to proprietary and confidential data and information related to CorrectTech and the associated intellectual property of CorrectTech, including but not limited to software, training, reference, resource materials and the proprietary ideas represented therein (collectively “Confidential Information”). CorrectTech retains all rights to CorrectTech and such Confidential Information. You may allow access to such Confidential Information only by authorized Agency employees who have accepted the Terms of Use. You acknowledge your responsibility to prevent disclosure of such Confidential Information that may compromise the effectiveness of CorrectTech or the commercial interests of CorrectTech. Upon termination of the Agreement under which your Agency uses CorrectTech, you must stop using CorrectTech, and you must return or destroy all Confidential Information provided to you under the Agreement; your obligation to protect such Information shall continue after termination or the Agreement.

4. **RIGHTS TO DATA.** With the exception of images or data bearing copyrights of other parties, your Agency retains all rights to data in CorrectTech regarding supervision and monitoring of persons under Agency supervision and for which Agency has paid all applicable fees to CorrectTech. CorrectTech retains all rights to use all such data independently, with the exception of data that explicitly identifies individual persons.

5. **WARRANTY.** You warrant to CorrectTech that you will comply with all applicable laws, rules and regulations related to your use of CorrectTech. CorrectTech, its employees, directors, agents, resellers and other affiliates, shall not be liable and specifically disclaim any responsibility for a) the use of CorrectTech by or on behalf of your Agency, b) any acts of monitored persons, and c) the operation of Internet or telephone communications, networks, systems, intermediaries, or related service providers. No warranties, whether expressed or implied, apply to the operation, reliability, availability, or accuracy of CorrectTech.

6. **RESTRICTIONS ON USE.** You will not (i) modify, reverse engineer, decompile or disassemble the software related to CorrectTech or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying CorrectTech, or (ii) customize, modify, enhance or otherwise change any software related to CorrectTech without the express written consent of CorrectTech

7. **ACCESS CODES.** Authorized personnel of your Agency will identify each of its personnel who require access to CorrectTech, and CorrectTech will provide designated Agency personnel with either a) user identification codes and initial passwords for each of those personnel, or b) the ability to generate such codes and passwords. You are responsible for securing any user identification codes and passwords issued to you for lawful use consistent with applicable policies of your Agency, the TOU and the Agreement under which your Agency uses CorrectTech. You must promptly a) terminate access to CorrectTech by Agency personnel who should not have such access.





## **CorrectTech Software License Agreement** **For U.S. State and Local Government and Private Agencies**

8. MODIFICATION. CorrectTech reserves the right to modify the TOU or its policies relating to CorrectTech at any time, effective upon written notice of the updated version of the TOU to the Agency, provided that it has given at least 30 days advance notice to you and your Agency. Your continued use of CorrectTech after any such changes take effect, and after timely notice as defined herein, shall constitute your acceptance of those changes.

9. GENERAL. The TOU shall be governed by Oregon law and applicable United States federal law. Any disputes, claims or causes of action arising out of or in connection with the TOU shall be subject to the exclusive jurisdiction of the state and federal courts located in Clackamas County, Oregon. If any provision of the TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The failure of CorrectTech to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

Questions about these Terms of Use or the Agreement under which your Agency uses CorrectTech should be directed to CorrectTech Customer Support at [support@correcttech.com](mailto:support@correcttech.com) or by courier or U.S. mail addressed to CorrectTech, Inc., Attention: CorrectTech Customer Support, 1 West Court Square, Suite 750, Decatur, GA 30030.



**CorrectTech Software License Agreement**  
**For U.S. State and Local Government and Private Agencies**

**Attachment D: CorrectTech Support and Maintenance Agreement**

**1. Scope.** CTI grants to Agency this non-exclusive, non-transferable software support and maintenance service solely under the terms and conditions as described herein. CTI has no obligation to provide support or maintenance services other than as set forth in this Agreement.

**2. Term.** The term of the Maintenance and Support Services Agreement (the “Maintenance Term”) shall commence on the Effective Date of this Agreement and shall continue in full force and effect for the initial Term. Thereafter, this agreement shall automatically renew at the end of the current term, for successive one (1) year periods under the same contract terms and conditions herein unless either party gives written notice of its intention not to renew at least thirty (30) days before the anniversary date.

**3. Definitions.** Capitalized terms shall have the meaning specified in this Agreement, or if not defined herein, as defined in the applicable End User License Agreement, Master Services Agreement or Statement of Work. For this Agreement, the following key definitions apply:

“**After Hours**” means any time not included in Business Day.

“**Business Day**” means 8:00AM MST to 5:00PM MST, Monday through Friday, excluding all recognized US national holidays.

“**Business Hour**” means an elapsed hour during a Business Day. For example, an interval specified as “four Business Hours” beginning at 4:00 PM MST on Tuesday would end at 11:00 AM MST on Wednesday.

“**Covered Incident**” shall mean an **Incident** that is covered pursuant to Section 9 herein.

“**Generally Available and Released**” means software that has passed CTI development testing and has been made available for production use.

“**Incident**” shall mean any support or information request initiated by Agency to CTI pursuant to the procedures set forth in this Agreement. An Incident begins on the date and time an email from Agency is logged on CTI’s server, or alternatively the date and time a phone call to CTI is left by Agency, whichever is earlier. An Incident ends when Agency and CTI mutually agree that the issue identified as part of the Incident is Resolved.

“**Out of Cycle Updates**” are software updates that an agency elects to delay outside of the normal software update cycle. CTI will notify Agency when new software updates are available with an expectation that an update window will be scheduled within 60 days of such notification. Agency may choose to delay such update, but such update will then be an Out of Cycle Update.

“**Response**” means an attempt by CTI to establish contact with the party reporting the Incident on behalf of Agency. A Response may be by telephone call placed by, or email message sent by CTI, or CTI’s designated support technician.

“**Response Time**” is the period from the beginning of an Incident to a Response.



## CorrectTech Software License Agreement For U.S. State and Local Government and Private Agencies

**4. Annual Maintenance and Support Fees.** CTI's support and maintenance is bundled with the financing of the software license for the period of the financing term as noted in this Agreement. After the financing term is over, support and maintenance must continue in order to continue to remain a licensed user of the CorrectTech system.

**5. Incident Reporting.** Agency reporting of non-emergency Incidents shall be made via the CorrectTech Client Portal via the link at correcttech.com. Urgent issues shall be reported via the telephone numbers and/or email addresses provided by CorrectTech support.

i. **Contact Information for Reporting Incidents is as follows.**

**1. Via client portal link on correcttech.com or from the Help icon inside the CorrectTech software application.**

ii. CTI personnel may provide other means or mechanisms for support from time to time.

iii. All reports of Incidents shall identify the Agency, the problem, the reporting individual, and the presumptive severity level assignment. As discussed below, final severity level assignment is subject to mutual agreement between Agency and CTI.

iv. A limit of three (3) individuals from Agency, who shall maintain a high level of CorrectTech training and familiarity, will be authorized to make incident reports. CTI reserves the right to require the completion of reasonable training before authorizing an individual to make incident reports. For Critical or Major Incidents, CTI will accept Initial Incident Reports from unauthorized individuals, but a Comprehensive Incident Report may be made only by an authorized individual.

**6. Support Levels.** CTI provides three support levels as measured by the type of services delivered, the expertise of the person delivering the support and the amount of supervision involved.

i. **Support Level 1** activities include establishing the initial contact, logging a reported Incident and preliminary information gathering regarding a reported Incident. Diagnosis and troubleshooting are limited to activities described in the product documentation. Level-1 support is generally delivered by an internal support technician who is familiar with the product and the product documentation. Support Level 1 activities are overseen by a support supervisor.

ii. **Support Level 2** activities include some Support Level 1 activities but also focus on in-depth troubleshooting and diagnosis using techniques not generally published in the user documentation. Support Level 2 is delivered by a support technician who has undergone hands-on training in the configuration and operation of the product. Support Level 2 activities are overseen and tracked by a support supervisor.

iii. **Support Level 3** activities include some Support Level 1 and Support Level 2 activities but also focus on sophisticated diagnosis and repair of Software. Support Level 3 is delivered by a support technician who has extensive experience in the installation, configuration, operation, and diagnosis of the product. Support Level 3 support technicians have direct access to sustaining engineering staff. Support Level 3 activities are overseen and tracked by a support supervisor and a sustaining engineering manager.

**7. Remote Support.** This Agreement provides for telephone, email, and remote access support only. On-site support service may be available on a time/materials basis.

**8. Incident Severity.** The type and level of support and maintenance services provided by CTI in as a result of a reported Incident depends upon the identified severity of Incident as follows:

i. A **Minor Incident** is an incident that does not significantly impair the functioning of the system and is therefore tolerable for short periods including, but not limited to requests for assistance with installation, requests for documentation, and requests for assistance with configuration.

ii. A **Major Incident** is an incident that significantly affects system operation, maintenance, or administration and requires immediate attention including, but not limited to reduction in process capacity or accuracy, loss of diagnostic capability, or loss of a feature/functionality. Critical Incidents operating under work around conditions are also considered Major Incidents.



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iii.A **Critical Incident** severely affects service, traffic, and maintenance capabilities, and requires immediate corrective action. With a Critical Incident, the system is inoperative and Agency’s inability to use the product severely and negatively effects the Agency’s operations. A Critical Incident is the highest level of Incident.

The severity level of an Incident shall be mutually agreed between and assigned by the Agency and CTI using the following criteria:

Severity Level	Level I	Level II	Level III
Minor	Provided by Agency	Assigned immediately	Escalated if no Resolution in 7 Business Days
Major	Provided by Agency	Assigned immediately	Assigned immediately
Critical	Provided by Agency	Assigned immediately	Assigned immediately

**9. Covered Incidents.** Pursuant to this Agreement, Agency is entitled to unlimited support and maintenance for **issues related to software functioning**, including reasonable and customary user questions. Network issues, hardware issues, formal training and data problems are not covered under this clause, and if after problem determination and problem resolution work efforts performed by CTI it is determined that the problem was caused by Agency network, hardware, environmental factors or third party components provided by the Agency, Agency will pay CTI at its prevailing hourly rates (currently \$150/hour for Business Hours and \$250/hr. for After Hours).

**10. Uncovered Incidents.** All Incidents that do not explicitly meet the criteria for Covered Incidents will be addressed on a time and materials basis. During the first year of this Agreement, the labor rate for all billable services during Business Hours shall be \$150 per hour. The After Hours billable rate shall be \$250 per hour. The hourly rate may be adjusted for future years with thirty (30) days written notice to the Agency.

**11. Training.** Unless other arrangements (such as initial training services as provided during Implementation Services) have been made, the time that CTI staff spend training, remotely or in person, Agency’s staff, as a group or individually, is billed on a time and materials basis at the rate of \$150 per hour during Business Hours and \$250 After Hours. Training that is conducted after 30 days after Go-Live will be billable in this manner unless a separate Statement of Work has been established to provide ongoing management services inclusive of a training.

**12. Outside Vendors.** This Agreement does not cover any other agreements that the Agency may have with another vendor for telecommunication or server maintenance and support, even if the other vendor’s products integrate with and effect the functioning of the Software. It is expressly agreed that if the Agency chooses to contract with Dial Boxes Inc. for telecommunications products and services related to the Software, this Agreement does not warranty any products or services related to that contract.

**13. Reliance on Data Supplied.** CTI will perform the Services described in this Agreement using information and instructions furnished by the Agency and shall be entitled to rely upon any such information or instructions if it is reasonable to do so. If any error results from incorrect materials supplied to CTI by the Agency, CTI shall not be responsible for any problems caused by such.

**14. Agency’s Responsibilities.** Agency may, from time to time, be required to collaborate with CTI and/or end users to support and maintain Software as follows:

- i. Agency shall deliver Level 1 support, as defined in this Agreement, to its end-users with suitably trained and qualified staff.
- ii. Agency shall provide a technically competent resource to work with the CTI staff during the incident Restoration and Resolution process. Tasks expected of this resource include, but are not limited to (1) rebooting/resetting the system, (2) obtaining and forwarding file and error dumps, (3) loading and executing CTI-supplied diagnostic programs and trial patches, and/or (4) general reporting on the system environment and operation.



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- iii. Agency shall provide for remote access to the system exhibiting the problem which led to the Incident. CTI will comply with Agency's reasonable security measures in granting such access. If remote access is not arranged prior to the occurrence of an Incident, Restoration and/or Resolution may be negatively impacted.
- iv. At the direction of CTI, Agency shall implement reasonable interim solutions, in the form of temporary fixes and workarounds, to achieve a Restore condition.
- v. The system exhibiting the problem resulting in an Incident must be installed and configured per CTI product documentation, must contain all of the elements necessary for operation, and must be installed and provisioned using industry best practices. Agency-installed hardware or software and/or Agency-installed modifications to CTI products may negatively impact Restoration and/or Resolution.

**15. Software Revision Level.** CTI generally supports the current and the immediately preceding versions of its software products. CTI may elect to support older versions of its software products, but reserves the right to require upgrade to the current version before investigating an Incident.

**16. Software Upgrades and Updates.** CTI will provide software upgrades and patches, including documentation, for CTI software products for which Agency is licensed as CTI makes them generally available and released. So long as this Agreement is current and in good standing, licensed updates to modules at the level licensed (Premium, Advanced or Basic) listed in this Agreement are provided at no charge. For any new modules or increases in licensing levels, additional licensing fees will be required and agreed to by both parties in writing. The labor required to configure new features and enhancements shall be billed at regular Business Day rates or After Hours depending on when the update work is performed. As new modules or new module enhancements are made available, CTI will provide implementation services under a separate SOW to enable those newly licensed capabilities as the prevailing services rates.



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### Attachment E: Technology Assumptions – provided and provisioned by Agency

- **Dedicated Server for CorrectTech Database Server** – configured with:
  - MS Server 2012 (or newer)
  - SQL DB 2016 Standard Edition (estimated at 25 CALs for your needs)
  - 4 CPU Intel Server from a commercial/business brand (Lenovo, HP, Dell)
    - With minimum of 48GB of memory;
  - 1 TB of usable RAID disk space (RAID 5 or RAID 10) – allowing for data growth over a period of 5 years
  - 2 TB of separate disk space (SATA drive) for back-ups and non-production data spaces
  - Two power supplies
    - Preferably connected to two different power circuits
  - Two high performance Network Interface bus adapters
  - Two High Performance I/O Bus Adapters
    - These I/O adapters contain extra memory and processing capacity to ensure fast and efficient I/O handling
    - Multiple-channel I/O channels to allow each disk drive to have two independent paths to the data
  - RAID array that holds at least 16 drives
    - 4 installed drives – 250-350 GB each; at least one spare installed for hot failover; 1-2 additional disk drives on hand to install in event of a single disk drive failing (to return to redundancy mode immediately)
      - For a 1 TB RAID, 4 active drives recommended for performance, and faster recovery upon a disk drive failure
  - Professional services to install and implement the CorrectTech server onto the network will be provided by Agency if these items are not already in place.
  
- **Dedicated Remote Desktop Application Host Processor** (*if application serving configured*)– configured with:
  - MS Server 2012 (or newer)
  - TSPlus or Microsoft RDP – 30 User Enterprise Edition (not included in our pricing)
  - 2 CPU Intel Server from a commercial/business brand (Lenovo, HP, Dell), with upgrade option for another 4 CPU module.
    - With minimum of 32GB of memory
  - 500 GB of usable RAID disk space (RAID 5 or RAID 10)
  - 500 GB of separate disk space (single SATA drive) for back-ups and non-production data spaces
  - Two power supplies
    - Preferably connected to two different power circuits
  - Two high performance Network Interface bus adapters
  - RAID array that holds at least 4 drives
    - 3 installed drives – 250 GB each; at least one spare installed for hot failover; 1 additional disk drives on hand to install in event of a single disk drive failing (to return to redundancy mode immediately)
  - Professional services to install and implement the onto the network can be requested by Agency if these items are not already in place.
  - Professional services to install and implement the TS Plus Remote Desktop Connection server will be provided by Agency if these items are not already in place.
  
- **Domain Controllers for network resource control and management**
  - Use: At a minimum, used to control server resource assets for CorrectTech server, CorrectTech DB, CorrectTech file system, and optional RDP/TSPlus server resources. These servers are essential to 24/7 operations and must have no other workload on them.
  - 1 CPU Intel Server from a commercial/business brand (Lenovo, HP, Dell)
    - With minimum of 4GB of memory
  - If Virtual Servers are used to provide domain controller services, the back-up domain controller must be on a separate hardware system (virtual server or not).
  - 250 GB of solid-state disk space
  - Two power supplies
    - Preferably connected to two different power circuits



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- One high performance Network Interface cards
- Disk bay that holds up to 2 drives (minimum)
- Professional services to install and implement the domain controllers will be provided by Agency if these items are not already in place.
  
- **Connectivity and Security**
  - Two firewalls – for redundancy
    - And active management of firewalls by IT staff or qualified third-party provider
  - Two switches for connecting all CorrectTech related items, and for redundancy
  - Professional services to install and implement the firewalls and switches will be provided by Agency if these items are not already in place.
  
- **High Availability network components**
  - UPS battery system that supports CorrectTech server and critical network resources (two domain servers, two firewalls and two switches)
    - Recommend a minimum of one hour of capacity to withstand temporary power outages
    - Preferred configuration is for up to 8 hours of UPS back-up power for the critical central systems.
  - UPS battery system for each security desk to power at a minimum the primary CT desktop for managing security, check-in/out, etc.
    - Recommend at least one hour of capacity.
    - Preferred configurations depend on what Agency is used to regarding historical power outages.
  - Data back-up solution for sending database back-ups offsite (usually once a week on weekends), interim database back-ups taken nightly onto local SATA hard drives
  - Professional services to install and implement the UPS Battery solutions and data back-up solutions will be provided by Agency if these items are not already in place.
  
- **End User computers**
  - All end-users, including central monitoring offices, who will be interacting with CorrectTech will need a Windows 7 or Windows 10 personal computer connected to the network that enables high speed Internet to the host server network.
    - The target specification of CorrectTech end user computers is for 8GB to 16GB of memory and Intel 5 or better, most of this being used by the Windows operation system. CorrectTech uses approximately 500MB to 1GB of memory in the local end user workstation during regular operation.
  
- **Kiosk equipment requirements**
  - Kiosks are Windows PC workstations with client/resident specific permissions, screen views, and a slightly different setup process.
    - We recommend a kiosk cabinet for security reasons. A variety of vendors sell such kiosks. We have had good success at [globalindustrial.com](http://globalindustrial.com) (search for “Computer Cabinet Enclosure For LCD Monitors”)
    - Each "kiosk" (i.e., computer cabinet) will house one workstation. We generally recommend one kiosk per 45-60 residential clients, but the daily operations of your organization will determine the final requirement. A back-up kiosk is useful for situations where a single kiosk may run into power or computer-related problems creating a loss of kiosk operations.
    - When considering placement of your kiosk, you will want to consider uses for signing in and out of each facility in view of the operations staff as well as use of the kiosk computer for client interactions related to incentives, rule violations, messages and other self-service components of the kiosk use.
    - The typical computer components of a kiosk are:
      - PC system unit – minimum 8GB memory, Intel 5 or newer; and enough interface ports for display, mouse, keypad and fingerprint scanner
      - Flat screen display, Mouse, 10-digit key pad, and Fingerprint scanner
      - USB 2.0 port for connecting/mapping the remote fingerprint scanner
      - NO Keyboard for everyday use. Usually locked in the cabinet for when local IT staff need to interact with the kiosk as a native Windows machine.



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### **Attachment F: Summary of Module Implementation Assumptions and Tasks**

- Two residential facilities house your adult residential populations – averaging 112 beds
- Non-residential client population is assumed to average 20.
- An on-premise implementation - where Agency provides all PC Server host processing, data back-ups, server licenses, and related hosting networking equipment as outlined in Technology Assumptions, on a schedule as agreed to during opening month of the project.
- Your staff will access the CorrectTech system from your residential buildings through agency/county provided local area network.
- Agency will provision all items outlined in Technology Assumptions into active and operational status, with our IT support staff providing assistance as needed.
- We provide consulting, planning and training for the CorrectTech system implementation, broken into three primary phases – see further detail below:
  - Design, planning, configuration and system implementation - 5-6 months
  - Pre-launch and production cutover services (as outlined – partial) – 45-60 days
  - Post cutover services for 60 days (upon request via time and materials) – 60 days
- We configure the CorrectTech software settings for your needs, install the software on your server, and bring it into live test and ultimately into live production mode with server/network support from your IT staff.
- These implementation assumptions are based on the initial conversations we have had so far. If there are major functional enhancements or additional requirements not currently supported by the modules selected, we will notify you and provide a Statement of Work for Agency to approve IF such needs can be met within the overall project timeframe and scope.
- Typical implementations include a moderate amount of custom forms to reflect your unique operational needs. For excessive forms customization and/or building, and/or custom or new data fields, additional implementation time and associated Statement of Work approval may be needed.
- As part of the Pre-launch services, we will conduct user training on a time and material basis, in a combination of fashions:
  - Introductory computer-based training videos for all staff, quizzes and hands on exercises using “live test clients” created by each staff member.
  - Pre-launch Q&A Sessions for staff (via web meetings) to field questions, answer questions using live software and test cases, and help plan for cutover, SOP changes, and data conversion tasks Agency must identify and address for successful implementation.
- Agency will put in place at least three CorrectTech Subject Matter Experts (SMEs) and at least one at each facility, who will be the primary CorrectTech experts through whom all staff will subsequently ask questions and receive first level of support.
- The following is a summary of the functional and operational fit assumptions that CorrectTech and Agency have made about the project:
  - The CorrectTech software is designed to meet substantially all requirements of Agency as outlined in the Agreement. This may require certain operational activities of the Agency staff to change to accommodate new ways of doing business as a result of implementing the CorrectTech software.
- Travel expenses are estimated and based on 3 of our staff traveling from out of state on two occasions. An optional third trip will be decided upon by Agency, and we will provide travel estimate for you upon request.





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### **CorrectTech Implementation and Deliverables**

This section defines the specific services that CTI will provide to Agency as part of the CorrectTech Software project. These services will be provided directly and managed by CorrectTech in collaboration with Agency staff and management. Project success depends on active Agency participation, dedicated Agency resources, and timely responses and decisions by Agency staff. CTI will assign a project manager and a project consultant to the Agency project to ensure successful implementation of all deliverables. If the CTI Project Manager identifies areas of Agency staff responsibility that are not being met during the project, either in terms of completeness or in terms of schedule, these items will be documented and notified to the Agency Project Leader so that the parties can make necessary adjustments to resource allocation, deliverable scope and/or project schedule.

CTI will provide project leadership and guidance for all deliverables listed as CTI's. Agency is responsible for leading and guiding its identified project phases and deliverables for the project. The project will be divided into the following overall phases:

1. Project Planning
2. Design and Configuration
3. Systems Environment Preparation and Operation
4. Training System and User Testing
5. Training and Pre-Launch (collaboration between Agency and CTI)
6. Go-Live Week Preparation
7. Systems Installation of Production Configuration
8. Post Go-Live

CTI has limited roles in the following three phases: Systems Environment Preparation and Operation, the Training and Pre-Launch, and Post Go-Live.

1. Systems Environment Preparation and Operation is the sole responsibility of the Agency. CTI will provide testing and validation of the agency server environment when the systems are made available to CTI.
2. Training and Pre-Launch as included in this Agreement provides a total of 50 hours of project management assistance, training and configuration assistance. The Agency is required to assign and lead this section of the project, and CTI will not be responsible for this deliverable, including its schedule.
3. The Post Go-Live phase is entirely on a time and materials basis for CTI. Any deliverables defined and schedules established will be the responsibility of the Agency unless otherwise spelled out in an approved Change Order.
4. Requests for additional training, design, configuration or project management assistance must be made via a Change Request and agreed to via an approved Change Order.

CTI's project deliverables will be considered completed when CTI deliverables have been provided and accepted by Agency. There will be interim deliverables reviewed and accepted during each of the following phases as outlined below. Unless otherwise agreed by the parties in writing, CTI will notify Agency upon delivery of each deliverable. Following delivery, Agency will have 15 days to accept or reject such deliverable, or such other period as may be mutually agreed by the parties in writing. If Agency does not notify CTI in writing of its acceptance or rejection of such deliverable within such period, Agency will be deemed to have accepted such deliverable for all purposes under this Agreement.

1. Design and Configuration
2. Training System and User Testing
3. Training and Pre-Launch (in support of Agency)
4. Go-Live Week Preparation
5. Systems Installation of Production Configuration

Unless there are additional SOWs or approved Change Orders, CTI's final deliverable of this Software Project is the installation of the Final Configuration as signed-off and approved by the Agency during the Go-Live Week Preparation. Upon Agency beginning use of the CorrectTech System, the mechanisms and methods for CTI to provide support to the Agency are outlined in Attachment D – CorrectTech Support and Maintenance.

The Project Phases that are the responsibility of the Agency are:

1. Systems Environment Preparation and Operation
2. Training and Pre-Launch (with assistance from CTI)
3. Post Go-Live

### **Project Planning**

**Deliverable:** Final Project Plan and Schedule

**Target Schedule:** 2-4 Weeks



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The objective of Project Planning is to define clear roles and responsibilities and expectations of each of the project phases and set realistic goals; to establish a methodology for effective communication during the project; and to review the Change Request process so that the project is completed successfully, on budget and according to the configuration choices made by the Agency for each of the features and modules licensed in this Agreement. Project planning and management will be an integral part of this project, and is a collaborative and shared role by both CTI and the Agency. Agency resources, inputs, project assignments and decisions are integral to both the success of the project but also meeting the proposed schedule once agreed upon.

The CTI project manager will discuss with the Agency project manager the following items as part of the project planning process and in preparation of the Initial Project Plan and Schedule. If over the course of the Software Project, changes to scope or schedule occur due to either Change Order, to Agency resources being unavailable, or Agency commitments not being met, such changes will be made to the Project Plan and Schedule. Working together, the CTI and Agency project managers will:

- Establish roles and responsibilities of key personnel
- Establish a clear chain of communications
- Review and confirm overall project scope, objectives and approach
- Review and confirm the overall plan of action and expected results (deliverables)
- Identify overall project constraints, priorities and risks
- Review and confirm overall project schedule, and adjust as needed
- Review and confirm resource and scheduling requirements, and adjust as needed

### **Design and Configuration**

**Deliverable:** Completed Master Configuration Documentation and Completed Test Configuration

**Target Schedule:** To be determined during Project Planning Phase

The objective of the Design and Configuration phase is to conduct and complete configuration design meetings across all areas of the Agency's operation and in line with the software modules and features as outlined in Attachment A, so that a complete Test Configuration can be created in the CTI Dev Server environment. Agency project members, including Agency Subject Matter Experts (SMEs) will be asked to review and approve all configuration settings and functionality in the Test Configuration as an acceptance checkpoint of this phase. CTI staff will provide training and support throughout this phase with the Agency staff and SMEs. Any changes of requirement to the modules/features outlined in Attachment A that require new or additional configuration, testing, software development, training preparation or systems installation work will require an approved Change Order. SME's will be an essential part of the Pre-Launch and Post Go-Live periods as they will play central roles in staff training and support.

### **Systems Environment Preparation and Operation**

**Deliverable:** Installed and validated System Environment and installed CorrectTech Test System

**Target Schedule:** To be determined during Project Planning Phase

The objective of the Systems Environment and Preparation phase is for the Agency to prepare the server and networking environment to be ready for the installation of the Test Configuration as the Agency Training System. The Agency will provide a properly resourced server environment, as outlined in Attachment E, able to manage both a Training System and a Production System. Once the environment is prepared, CTI staff will install a test version of the CorrectTech system to conduct end of end testing of all of the elements of the intended use of CorrectTech, including fingerprint scanners and kiosk operations in the physical environment where they will be used. CTI staff will alert Agency staff of any issues impacting the completion of these tasks and report any impacts to the overall project schedule to the Project Team. Agency project members will be asked to review and approve the Test System installation as an acceptance checkpoint of this phase. Any changes to the tested and approved Systems Environment that require new Testing, Training Prep or Systems Installation rework will require an approved Change Order.

### **Training System and User Testing**

**Deliverable:** Installed Training System on Agency Server Environment and Trained Agency SMEs

**Target Schedule:** To be estimated during Project Planning Phase, and dependent on prior phase completion

The objective of the Test Configuration Preparation and User Testing phase is twofold.



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- To move the approved Test Configuration to the Agency provided Server Environment so that an Agency Training System can be established so that the Training and Pre-Launch Phase can begin.
- To have Agency-staffed Subject Matter Experts conduct a combination of their system training and user acceptance of the Test Configuration on the Training System. CTI staff will provide training and support throughout this phase with the Agency SMEs.

As part of the overall Project Plan and Agency resources, user-Agency project members will be asked to review and approve the software modules, features and configuration settings of the Training System. Other than items not working as planned and approved in the Test Configuration, any changes to the Training System that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order.

### **Training and Pre-Launch**

**Deliverable:** Final Configuration and Trained and Prepared Agency staff

**Target Schedule:** To be estimated during Project Planning Phase, and dependent on completion of prior phase

The objective of the Training and Pre-Launch phase is to:

- Allow recently trained Agency SMEs to deepen their knowledge of the CorrectTech system by actively participating in the training of the rest of the Agency staff.
- Prepare the entire Agency staff to be ready for the cutover to the CorrectTech system.
- Review and decide on the methodology for moving live client data into the Production system. CTI's standard approach is to allow Agency to fully configure the Training System with "live client/agency/user credentials" data so that a back-up and restore of the Training System can be used as the foundation of the Production System (this is a one-time only event).
- Note: There is no automated data conversion included in this Agreement for moving client data from Agency legacy system into the CorrectTech system.

CTI will play a leadership role in providing project management, quality assurance and configuration leadership, staff guidance and training during this phase of the project. As guided by the CTI Project Manager and Agency Project Manager, SME project members will be responsible for reviewing and approving the Final Configuration settings as they are in the Training System. Other than items not working as planned and approved in the Training System, any changes to the Training System or Final Configuration that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order. CTI training will be directed to Agency SME's and selected staff, with the bulk of training being the responsibility of Agency training director(s) and Agency SMEs with support from the Agency Project Manager. At the end of this phase of the project, Agency SMEs and staff will be trained on use of the CorrectTech configuration as established on the Agency Training server and ready to be put into production.

### **Go-Live Week Preparation**

**Deliverable:** Completed Go-Live Cutover Checklist and client data loaded into Production System

**Target Schedule:** To be estimated during Project Planning Phase, and dependent on installation of the Final Configuration

The objective of the Go-Live Week Preparation phase is to review the Cutover Checklist that CTI and Agency Project leaders have developed to confirm readiness for going live. Key elements that are typically included in the Go-Live Cutover Checklist are:

- Fully trained and equipped Agency SMEs able to actively support the rest of the Agency staff during the Post Go-Live period.
- Informed and trained Agency staff who are ready to convert from their old system(s) to the CorrectTech system.
- Server environment is operational, regular back-ups are being run and other essential components to reliable and secure operations. Ongoing server environment operations is the responsibility of Agency IT resources.
- Systems Installation of Product Configuration (see below)
- Final Configuration sign-off by Agency SMEs and/or Agency Project team.
- Agreed to client data loading commences (or continues to commence if it started during use of the Training System) and meets its time schedule objectives to support the chosen Go-Live date.

User-Agency project members will be responsible for reviewing and approving the Final Configuration as it is operating in the Production System. Other than items not working as planned and approved in the Training System, any changes to the Production System or Final Configuration that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order.



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### **Systems Installation of Production Configuration**

**Deliverable:** Operational System installed as Production System

**Target Schedule:** Is part of the Go-Live Week Preparation schedule

The objective of the Systems Installation of Production Configuration phase is to perform the final set-up of the Final Configuration into the Production System. This work is performed only after associated pre-requisites are signed off as part of the Go-Live Checklist. Typical pre-requisites include:

- Final Configuration sign-off by Agency SMEs and/or Agency Project team.
- Agreed to client data loading mechanism is tested and validated.
- Systems Environment is fully ready and operational.

Following the installation of the Final Configuration into the Production System, both CTI and Agency staff will follow a planned Quality Assurance process to ensure the system operates as expected and as experienced on the Training System. Go-Live is typically planned for 2 days after this step to allow for this quality assurance step to complete. Any discrepancies discovered in the Final Configuration on the Production System will need to be recorded in detail via the CTI Ticketing System. CTI will be responsible for resolving any discrepancies associated a gap with the signed-off Final Configuration. Other than items not working as planned and approved in the Go-Live Week Checklist, any changes to the Production System or Final Configuration that require new or additional configuration, testing, training preparation or systems installation work will require an approved Change Order.

### **Post Go-Live**

**Deliverable:** Monitoring and support of Agency staff's use of the CorrectTech system

**Target Schedule:** 30-45 days in length with start date dependent on installation of the Go-Live Date

The objective of the Post Go-Live phase is to actively support Agency staff members as they begin to use the CorrectTech System. CTI Project Manager and CTI Product SMEs will provide guidance and support over the two to three-month period following Go-Live. One of the main objectives of this phase is to establish a strong leader or group of leaders within the Agency who will be responsible and conversant in how CorrectTech operates and how it has been configured to support Agency requirements. In addition to providing project management and SME support during this period, CTI's role will also include providing timely and active response to tickets submitted via the CTI Ticketing System by one of the Agency's SMEs, address any software or operational bugs that might arise, and be available to provide additional resources as requested by the Agency Project Leader. Agency has pre-paid for fifty (50) hours of Post Go-Live support. The type of additional services that might be requested of CTI via a Change Order could include:

- Additional staff training
- Creation of custom training content and materials (QuickTips, training videos)
- Troubleshooting of the Systems Environment provided by the Agency
- Configuration changes that require CTI help, subsequent testing services and if necessary a re-install of an updated Final Configuration
- Additional Systems Installation and subsequent systems checklist quality assurance

At the end of this phase, the Agency Project Manager will confirm that operations are up and running on CorrectTech and that no planned further additional assistance is required (allowing CTI to reassign resources to other projects). Unless there are unresolved high impacting bugs at the time, at 60 days after Go-Live Date, this phase will be considered complete. Ongoing support of the Agency CorrectTech installation will be conducted as outlined in Attachment D – CorrectTech Support and Service Agreement.

### **Agency Responsibilities and Resources**

This section defines Agency staff responsibilities in their role as members of the project team. The section also outlines the resources that Agency will provide to the project.



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### Agency Responsibilities

Agency responsibilities and roles comprise the following main areas:

1. Overall Project Manager: Agency will assign and maintain a Project Manager for the duration of the Software Project. The Agency Project Manager has responsibility to coordinate and/or the ability to make decisions on scope, schedule, Change Orders and deliverables sign-offs.
2. Phase Project Manager(s): Agency may elect to have separate Project Managers be responsible for each phase of the project.
3. Subject Matter Experts: Agency will identify, support and maintain a group of Subject Matter Experts (SMEs) who will be responsible for:
  - a. Learning the CorrectTech system as configured for the Agency
  - b. Conduct user testing in the initial Test Configuration on the CTI Dev Servers
  - c. Conduct user testing in the Training System on the Agency server environment
  - d. Be responsible for staff training during the Pre-Launch phase of the project and on into the Post Go-Live phase and beyond.
  - e. Be the first level of support for all Agency user staff questions and issues. In this role, as outlined in Section 6.i of Attachment D, one or more SME will be designated as Level 1 support. Upon review of the staff inquiry, CTI support is required as defined in Attachment D, such SMEs will submit their support requests through the CTI Ticking System providing full and clear detail as to the nature of the issue.
4. IT resource provisioning and ongoing Server Environment support and operations, including:
  - a. Acquisition, installation, configuration, technical support and maintenance of all necessary computer hardware, operating system software, database software and network components required by the CorrectTech system, including any interfaces with systems external to CorrectTech.
  - b. Initiation, coordination, monitoring and facilitation of all technical relationships and activities with departments and organizations. At a minimum, this will include Clackamas County Technology Services.
  - c. Technical support and maintenance of all computer equipment, operating system software, and network components, including (at a minimum) the backup, disaster recovery and reinstallation, if necessary, of the CorrectTech software and database software.