



***AMENDED, RESTATED AND REVISED LEADER
REPLACEMENT SYSTEM AGREEMENT***

***Schedule 13 (Statement of Work for CalSAWS Imaging
Project) to Exhibit X (CalSAWS Maintenance and
Operations (“M&O”) Extension)***

Attachment 1 - Contractor Assumptions

**CalSAWS Consortium,
a California Joint Powers Authority**

1.1. With regard to performance for the CalSAWS Imaging Solution, CONTRACTOR will research and analyze the feasibility of updating the following processes to complete in “near real time.” The quantification of “near real time” will be mutually agreed upon between CONTRACTOR and CONSORTIUM following determination of feasibility.

- Security assignment process (i.e. user synchronization of security rights)
- Confidential security rights for case level documents
- Customers’ uploads of images and/or documents to the CalSAWS Imaging Solution via the Statewide self-service portal and mobile application

With regard to the Statewide self-service portal and mobile application, CONTRACTOR’s assessment of feasibility for updating the process for customers’ uploads to near real time will be dependent upon the CONSORTIUM’s requirements and solution for the Statewide self-service portal and mobile application.

1.2. CONTRACTOR will work with the CONSORTIUM and Hyland (CONSORTIUM’s vendor) to identify the key metrics for performance testing. These metrics will be mutually agreed upon by the three parties.

1.3. The C-IV self-service kiosk application will not be modified as part of the CalSAWS Imaging Project. Requests to modify that application may require the Parties to enter into an appropriate Amendment to the CalSAWS M&O Extension for Work to address any incremental costs, prices or timeline changes incurred by CONTRACTOR or in connection with such Work.

1.4. For system generated forms, the location of case name, case number, and barcode will be standardized across all documents.

1.5. Form names/form numbers will be determined during development of the design. The document type will remain the same for all documents scanned in SIU mode.

- No OCR processing will be performed in the SIU scan mode.

1.6. Form names/form numbers will be determined during development of the design. The document type will remain the same for all documents scanned in Hearings mode.

- No OCR processing will be performed in the Hearings scan mode.

1.7. NA Back 9 forms will be captured as the NOA form numbers that they originated from.

1.8. No tasks/notifications will be generated for the "Other County Documents" drawers.

- 1.9.** Person level documents will not be impacted by the CalSAWS System’s data retention policies; person level documents in the CalSAWS Imaging Solution will be retained.
- 1.10.** The CalSAWS barcode on CalSAWS System-generated documents will be a 2-dimensional QR barcode and the CalSAWS Imaging Solution will be able to read the data that it contains.
- 1.11.** The categorization of Customer-uploaded images and/or documents from the Statewide self-service portal and mobile application will be determined during the development of designs.
- 1.12.** The 58 CalSAWS Counties will not receive data via a data transfer to run ad-hoc reports.
- 1.13.** With regard to training activities for the CalSAWS Imaging Solution:
 - 1.13.1.** WBTs will provide an introduction and content on the basic functionality of the CalSAWS Imaging System. The WBTs will follow the current WBT design template and standards for the LRS. The WBTs are intended for users within the 39 C-IV Counties and Los Angeles County.
 - 1.13.2.** WBTs shall be maintained by the CONSORTIUM after the CONTRACTOR completes the creation of the WBTs and uploads the finalized WBTs to the CONSORTIUM’s learning management system (“LMS”), which is based on the Meridian LMS software product.
 - 1.13.3.** WBTs will be uploaded and hosted in the LMS and users will be notified to complete their assigned WBTs through the LMS. It is assumed that the same LMS will be used for both the CalSAWS DD&I Project and the CalSAWS Imaging Project.
 - 1.13.4.** Job aids will follow the current job aid template and standards for the LRS.
 - 1.13.5.** Job aids shall be maintained by the CONSORTIUM after the CONTRACTOR completes the creation of the job aids and uploads the job aids to the online help.
 - 1.13.6.** The online help pages will follow the current online help page template and standards for the LRS.
 - 1.13.7.** Job aids and online help pages related to the CalSAWS Imaging Solution will be accessible through the CalSAWS Software.
 - 1.13.8.** The CONTRACTOR will conduct two (2) Train-the-Trainer (“TTT”) sessions at the C-IV Application Development Facility (“ADF”) in Rancho Cordova, California and two (2) TTT sessions at the LRS Project Management Office (“PMO”) – for a total of four (4) TTT sessions. Each session will be up to five (5) business days long

and accommodate up to twenty-five (25) attendees from the Counties. The enrollment of attendees will be administered through the LMS.

1.13.8.1. Fifty (50) laptops and the associated software licenses will be required to support the TTT sessions at the Application Development Facility (“ADF”) or the “Northern Location” and the Project Management Office (“PMO”) or the “Southern Location”. An estimate of prices and the specifications for such hardware and software items were included in Attachment 4 (CalSAWS Imaging Hardware/Software Specifications) which was obsoleted and removed by Amendment Thirty-One.

1.13.8.2. It is assumed that one (1) large conference room at both the Application Development Facility (“ADF”) or the “Northern Location” and the Project Management Office (“PMO”) or the “Southern Location” will be reserved for the TTT sessions. In the event that the necessary conference room(s) are not available at the Application Development Facility (“ADF”) or the “Northern Location” and/or the Project Management Office (“PMO”) or the “Southern Location”, the CONTRACTOR will work with the Consortium Counties to leverage existing conference room(s) within a County office for the TTT sessions. Additional facilities will not be procured for the TTT sessions.

1.13.9. The training materials (WBTs, job aids, and TTT materials) related to the CalSAWS Imaging Solution shall be maintained by the CONSORTIUM after the training materials have been finalized.

1.13.10. CONTRACTOR will not provide any training facilities for any end-user instructor-led training. Users will be directed by CONSORTIUM to register and complete the WBTs through the LMS for their training needs.

1.13.11. The CONSORTIUM and 58 CalSAWS Counties will be responsible for all travel expenses for CONSORTIUM and County personnel to attend, deliver, or participate in training activities (per diems, lodging/accommodations, mileage reimbursement, etc.).

1.13.12. CONTRACTOR will not provide printed training materials for the CalSAWS Imaging Project, with the exception of materials for the TTT sessions offered to CONSORTIUM and County trainers. The Imaging WBTs will be available

through CONSORTIUM's Meridian LMS solution. Job aids and online help will be available in the CalSAWS System.

- 1.13.13.** CONTRACTOR is not responsible for providing any computer skills training, nor policy/program training.
- 1.14.** With regard to change management activities for the CalSAWS Imaging Solution:
- CONTRACTOR will conduct up to six (6) workshops – one (1) workshop per each of the CONSORTIUM's six (6) regions of Counties.
 - CONTRACTOR will conduct up to forty (40) County visits – one (1) visit for Los Angeles County and one visit for each of the 39 C-IV Counties.
 - CONTRACTOR will conduct up to six (6) road shows – one (1) road show per each of the CONSORTIUM's six (6) regions of Counties.
- 1.15.** Change management and training for the 18 CalWIN counties are not included in this Statement of Work for the CalSAWS Imaging Project.
- 1.16.** Performance requirements will not apply to the CalSAWS Imaging Solution under this Schedule 13. It is assumed that the CONSORTIUM will enter into an agreement with Hyland for performance requirements for the CalSAWS Imaging Solution because the solution will be hosted in Hyland's instance of the AWS cloud.
- 1.17.** Imaging-related components of the task management solution for the CalSAWS System will be implemented prior to the C-IV Cutover and CalSAWS Imaging Solution. The scope of Work for the CalSAWS Imaging Project includes the transfer of pertinent document metadata to the CalSAWS System via an API. The scope, schedule, and price associated with designing, developing, testing and implementation of a task management solution for the CalSAWS System are not included in this Schedule 13.
- 1.18.** Only file types allowed by Hyland will be permitted for the CalSAWS Imaging Solution. File types that are not one of the Hyland-supported types will need to be converted to a supported type prior to their import into the CalSAWS Imaging Solution. The CONTRACTOR is responsible for this conversion of images from the C-IV Imaging System. Los Angeles County and the 18 CalWIN Counties will be responsible for this conversion of images from the LRS EDMS and the CalWIN System's imaging solution.
- 1.19.** Documents that are scanned and uploaded into the CalSAWS Imaging System by users or customers will be stored in a single file format that will be determined during the design

phase. As part of the document migration import process, documents exported from the C-IV, LRS, and CalWIN systems' respective imaging systems will be imported into the CalSAWS Imaging System in those documents' original file types, if the document is in a file type supported by Hyland.

- 1.20.** The CalSAWS Imaging Solution's write-once-read-many ("WORM") capability will be accomplished through application security controls and not hardware controls.
- 1.21.** The CONTRACTOR will install new workstation software required for the CalSAWS Imaging Solution on managed workstations located in the Counties in accordance with a schedule developed jointly by CONTRACTOR and CONSORTIUM.
- 1.22.** The CalSAWS Counties will be responsible for installing any new workstation software required for the CalSAWS Imaging System on all PoP county workstations in accordance with a schedule developed jointly by CONTRACTOR and CONSORTIUM. The CONTRACTOR will share software deployment (.msi packages) with the non-managed (PoP) counties.
- 1.23.** All data will be encrypted at rest and in transit in the CalSAWS Imaging Solution.
- 1.24.** It is assumed the CONSORTIUM's Statewide self-service portal and mobile application will go live for each of the CalSAWS Counties following the same waved approach for the CalSAWS DD&I Project. Modifications to the existing self-service portals and mobile applications for the C-IV, LRS, and CalWIN systems are not included in this scope of work.
- 1.25.** CONTRACTOR will reassess the scope, schedule, and price of the CalSAWS Imaging Project following the CONSORTIUM's vendor selection and solution for the new Statewide self-service portal and mobile applications is known. This reassessment may require the Parties to enter into an appropriate Amendment to the CalSAWS M&O Extension for Work to address any incremental costs prices or timeline changes incurred by CONTRACTOR in connection with the Statewide self-portal and mobile application's impact to the CalSAWS Imaging Project's scope.
- 1.26.** This Schedule 13 does not include any services (including cloud hosting services) from Hyland for the CalSAWS Imaging Project. Prior to the commencement of the CalSAWS Imaging Project, the CONSORTIUM will enter into an agreement with Hyland to obtain Hyland's services (including cloud hosting services) which are required for the delivery for the CalSAWS Imaging Project.

- 1.27.** Servers for the CalSAWS Imaging Solution will reside in the CONSORTIUM/Hyland's AWS cloud infrastructure. The CONSORTIUM will be responsible for procuring, monitoring, and maintaining the AWS infrastructure provisioned by Hyland. This Schedule 13 does not include any prices for services from AWS required for the CalSAWS Imaging Project. The CONSORTIUM will be fully responsible for making such resources available for supporting the CalSAWS Imaging Solution's Cloud-based architecture, including the procurement and payment for such services from Hyland/AWS. As the CalSAWS Imaging Solution's requirements for AWS Cloud computing resources may change through the term of the CalSAWS Imaging Project, the CONSORTIUM should include additional amounts in its annual project budget (the Implementation Advance Planning Document or "IAPDU") to account for planned changes to the requirements for CalSAWS Imaging Solution's AWS Cloud computing resources.
- 1.28.** The CONSORTIUM will provide AWS compute resources and/or services for the CalSAWS Imaging Project. CONTRACTOR's price for the CalSAWS Imaging Project does not include such resources, nor services. AWS compute resources specific for this SOW included in the Attachment 5 (CalSAWS M&O Compute Resource Specifications) to the Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project).
- 1.29.** The software/licensing outlined in Attachment 4 (CalSAWS Imaging Hardware/Software Specifications) was based on information known by the CONTRACTOR as of April 1, 2022 and was replaced by the Amendment Thirty-One with detailed list of CalSAWS Hardware and Software which is captured in living document "CalSAWS M&O Schedule Baseline" maintained on CalSAWS SharePoint. The budget for hardware and software required for delivering scope of this Schedule 15 are reflected in schedule 5 of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project) to Exhibit X. Delays in making such hardware and software/licensing available will delay the delivery of the CalSAWS Imaging Solution and, in turn, delay the projected completion date.
- 1.30.** The CONSORTIUM is responsible for making available any software/licensing to the CONTRACTOR to support the delivery of the CalSAWS Imaging Project, including the procurement and funding of that software/licensing. Delays in making such

software/licensing available will delay the delivery of Work and, in turn, push out the projected completion date.

- 1.31.** All PoP counties are responsible for providing the appropriate bandwidth and network connectivity from each of their offices to the PoP location. CONTRACTOR will provide bandwidth requirements for the CalSAWS Imaging Solution to the PoP counties.
- 1.32.** The Managed C-IV counties' bandwidth requirements are the same between the current C-IV Imaging System and the CalSAWS Imaging Solution.
- 1.33.** All C-IV system images and metadata will be migrated from the C-IV Imaging System into the CalSAWS Imaging System. The C-IV Imaging System will be decommissioned one (1) month following the 39 C-IV Counties' cutover to the CalSAWS Imaging Solution.
- 1.34.** The CalSAWS Imaging Solution's login will utilize the same single sign-on ("SSO") functionality within the CalSAWS application.
- 1.35.** User acceptance testing ("UAT") for the 39 C-IV Counties and 18 CalWIN Counties are aligned with those efforts for the CalSAWS DD&I Project; the UAT phases and users/UAT participants for the CalSAWS DD&I Project will be leveraged for UAT for the C-IV and CalWIN Counties' migration to CalSAWS Imaging Solution. Converted data testing activities for the CalSAWS Imaging Project will be performed during the same timeframe as UAT.
 - UAT and converted data test efforts for Los Angeles County will overlap with the schedule for the C-IV Counties' UAT and converted data test. The CONTRACTOR will support up to twenty-five (25) users from Los Angeles County onsite at the LRS Project Management Office ("PMO") for UAT execution activities. A large conference room (Conference Room 344 or similar) at the Project Management Office ("PMO") or the "Southern Location" will be reserved for approximately three (3) months for UAT execution activities; additional facilities will not be procured for UAT activities. The CONSORTIUM will provide equipment and software required for supporting UAT execution activities.
 - Three (3) UAT phases will be supported for the CalSAWS Imaging Project – the CalSAWS DD&I Project's two (2) UAT phases will be leveraged for the C-IV and CalWIN Counties' migration to the CalSAWS Imaging Solution, and one (1)

- additional UAT phase will support Los Angeles County’s migration to the CalSAWS Imaging Solution. Each of the three UAT phases will be comprised of approximately two (2) months for UAT preparation activities and approximately three (3) months for UAT execution activities. Any changes to the schedules for UAT and converted data test may require the Parties to enter into an appropriate Amendment to the CalSAWS M&O Extension for Work to address any incremental costs prices or timeline changes incurred by CONTRACTOR in connection with requested schedule change.
- 1.36.** Application changes for the CalSAWS Imaging Solution will be implemented in the LRS System by September 24, 2021. The targeted release date(s) for these application changes will be determined during the design phase (Task 2).
- 1.37.** The CONSORTIUM, via its CalWIN Project, will implement system changes to the CalWIN System to allow its electronic inter-county transfer (“eICT”) process to continue to work with the CalSAWS System. Upon each CalWIN County’s go-live on the CalSAWS Imaging Solution, that County will use the CalSAWS System’s eICT solution and discontinue use of the CalWIN System’s eICT solution.
- 1.38.** The CONTRACTOR will implement system changes to the LRS System to allow its eICT solution to continue to work with the CalSAWS System. CONTRACTOR will make system changes for the 39 C-IV Counties and Los Angeles County’s go-live waves to account for county/counties that are migrated to the CalSAWS system.
- 1.39.** Case numbers will not change between source and target applications.
- 1.40.** All case and person level documents will be imported into the CalSAWS Imaging Solution, including duplicates of those documents. The CONTRACTOR is not responsible for removing duplicates.
- 1.41.** The approximate totals of document counts collected in July 2019 are as follows:
- C-IV: 168 TB (Terabyte) = ~259,000,000 documents
 - LRS: 47 TB = ~182,000,000 documents
 - CalWIN: 182 TB = ~313,000,000 documents
- 1.42.** The following estimated totals of document counts include estimated growth until go-live on the CalSAWS Imaging Solution based on the above-mentioned data collected from each system in July 2019:

- C-IV: 0.6% growth per month = ~296,156,000 documents (Total at Wave 1) and 232.2 TB
- LRS: 1.10% growth per month = ~240,315,000 documents (Total at Wave 2) and 42.9 TB
- CalWIN: 0.9% growth per month = 392,249,000 documents (Total at Wave 3) and 239.4 TB

The amount of growth will be partially offset by the archived cases (currently projected at 30%) that will not be transferred to the CalSAWS System.

- 1.43. Images received by CONTRACTOR from Los Angeles County and the 18 CalWIN Counties during the conversion to the CalSAWS Imaging Solution will be in a readable format and not encrypted.
- 1.44. Document workflow history will not be retained from the C-IV, LRS, and CalSAWS systems' imaging systems.
- 1.45. The abilities to copy, split, and merge imaged documents will not be available for migrated multipage file types (e.g. multipage TIFF, TIF, or PDF). A multipage TIFF file is a single TIFF file that contains multiple TIFF images.
- 1.46. The scope of the CalSAWS Imaging Project includes the leverage of existing imaging-related CONTRACTOR staff who are included in Exhibit X (CalSAWS M&O Project).
- 1.47. The groupings of CalWIN Counties for the go-live waves are based on those documented in Schedule 2 (Statement of Work for CalSAWS Design, Development, and Implementation Project) to Exhibit X (CalSAWS M&O Extension). Any changes to the grouping of counties or the go-live dates for each wave will be assessed by CONTRACTOR and may require the Parties to enter into an appropriate Amendment to the CalSAWS M&O Extension for Work to address any incremental costs prices or timeline changes incurred by CONTRACTOR in connection with the request to change the schedule.
- 1.48. The price for the CalSAWS Imaging Project excludes Hardware, Software, Hardware Support, and Software Support. It is assumed that Hardware and Software for technology refreshes, Hardware Support, and Software Support required for the CalSAWS Imaging

Project will be purchased by the CONSORTIUM from CONTRACTOR's affiliate, Proquire, LLC ("Proquire").

- 1.49.** The CONSORTIUM will purchase Hardware and Software outright without any leasing/financing required.
- 1.50.** Attachment 4 (CalSAWS M&O Hardware and Software Specifications) is based on information known by the CONTRACTOR as of March 1, 2022 and was replaced by the Amendment Thirty-One with the detailed list of CalSAWS Hardware and Software which is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint. As the Work for this SOW progresses, the CONTRACTOR may identify additional Hardware and Software that are required for the CalSAWS Imaging Solution. In the event that a change to the specifications is required – whether the change is planned (e.g. requested by the CONSORTIUM) or unplanned – to support the delivery of the CalSAWS Imaging Project, including the procurement and funding of those Hardware and Software items. As the CalSAWS Imaging Solution's requirements for Hardware and Software may change through the term of the CalSAWS Imaging Project, the CONSORTIUM should include additional amounts in its annual project budget (the IAPDU) to account for planned changes to the requirements.
- 1.51.** Work required to maintain and operate the CalSAWS Imaging Solution other than that expressly included in Task 13 (Maintenance and Operations) is not included in this Schedule 13.
- 1.51.1.** The price for Production Operations, which includes WAN Administration, is based on the specifications included in Tab '3a. Prod Ops – WAN Admin' of Attachment 2 (CalSAWS Imaging Pricing Schedule) of this Schedule 13 and information known as of the execution date of this SOW. Such specifications include the quantities, unit prices, service specifications (e.g. type of service, bandwidth, etc.), and schedule for each service for WAN Administration. In the event a change to the specifications is required – whether the change is planned (e.g. requested by the CONSORTIUM) or unplanned – the CONSORTIUM will be responsible for paying additional prices for Work and/or Production Operations required to implement the change. Changes may include but are not limited to those for: additional bandwidth, changes to the telecommunications technology, changes

to the Wide Area Network solution, additional county or central sites, changes to a site's address and changes to the scope of WAN Administration. Any changes to the scope of Production Operations would be added into this SOW with a future Amendment.

- 1.52.** The price for the CalSAWS Imaging Project does not include facilities required to support CONTRACTOR and CONSORTIUM staff required to deliver the CalSAWS Imaging Project. It is assumed that the Parties will execute an Amendment to the CalSAWS M&O Extension to add facilities required to support the CalSAWS Imaging Project prior to the project's commencement.