



Agenda _____ April 20, 2010

ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
PATRICK O'CONNELL
AUDITOR-CONTROLLER/CLERK-RECORDER

March 12, 2010

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: APPROVE A CONTRACT TO MANATRON, INC. FOR SUPPORT SERVICES REQUIRED BY THE SOCIAL SECURITY REDACTION PROJECT (PROCUREMENT NO. 5001; \$80,000)

RECOMMENDATION:

Approve and authorize the President of the Board to sign a contract with Manatron, Inc. (Principal: Matt Henry and Steve Granlund; Location: Portage, Michigan, Procurement Contract Number 5001) in the amount of \$80,000 effective April 1, 2010 through March 31, 2012 to provide services related to the image export and import of Official Public Records (OPR) for the social security redaction project, as well as programming support for the day-forward redaction of images.

DISCUSSION/SUMMARY:

The Alameda County Clerk Recorder's Office (C/R) stores approximately 25,000,000 official public records (OPR) recorded between the dates of January 1, 1980 to present. Many of these records contain social security numbers (SSN). The SSN may be handwritten, typed or machine generated numbers and are presented in a variety of formats including, numbers with/without dashes and spaces.

Assembly Bill 1168 (AB1168), Chapter 627, Article 3.5 (Commencing with Section 27300) of the Statutes of 2007, requires that the Clerk Recorder's Office of Alameda County redact social security numbers from official documents that are available to the public. The bill allows for a County Recorder to charge one dollar (\$1.00) per the first page of every instrument recorded to cover the cost of implementing a social security

Chief Deputy Auditor

Steve Manning
1221 Oak St., Rm 249
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Assistant Controller

Connie Land
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truncation program effective January 1, 2008. The provisions of the bill apply to official records recorded since January 1, 1980 and forward.

For the images currently in the system (back-file), the social security redaction project requires export of the OPR images from Anthem, the Clerk-Recorder's record management system, and upon the redaction of social security numbers, the import of these OPR redacted images back into Anthem. Additionally, in order to implement the day-forward redaction of images, the Anthem system will need additional programming. Manatron, Inc. is the sole proprietor of the C/R system Anthem. Therefore, Manatron, Inc. will conduct the import and export of redacted images for the redaction project, as well as the day-forward programming (redaction nightly export interface).

SELECTION CRITERIA/PROCESS:

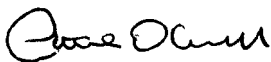
The Alameda County Clerk Recorder's Office does not have the resources to perform the back-file export/import of redacted images that is required by the Assembly Bill 1168 for previous and new official records.

The programming services required for the Anthem System are only available from sole proprietor Manatron, Inc. The Anthem System (owned formerly by Hart Intercivic and now Manatron, Inc.) was acquired from Manatron via competitive bid in 1999 and third party involvement is prohibited per the original board awarded contract (#146-A-0182-00). As there are no opportunities for partnering with SLEB vendors since third party involvement is prohibited, GSA approved SLEB Waiver #532 on February 5, 2010.

FUNDING:

Funding for this contract is included in the FY 2009-10 budget and will be included in future budget years. No additional appropriations are required and there is no increase in net County cost.

Sincerely,



PATRICK O'CONNELL
Auditor-Controller / Clerk-Recorder

PO:MW

STANDARD SERVICES AGREEMENT PROCEDURES

1. The Questionnaire for Determining Withholding Status (attached) is to be completed by the County department for service contracts and must be included as part of the contract package.
 - a. FOR SERVICE CONTRACTS, \$25,000 OR LESS, ENTER REQUISITION IN ALCOLINK, NOTE REQUISITION NUMBER ON DOCUMENTS
 - b. General Terms and Conditions shall not be modified other than a strikethrough. All required changes to General Terms and Conditions that are struck through shall be noted under Additional Provisions. Any changes to General Terms and Conditions require prior approval by County Counsel.
 - i. Complete Standard Agreement information on front page. Department and Vendor Contact information are required under Notices, Paragraph #13.
 - ii. Insert type of services and not to exceed amount (usually the compensation amount from page 1) in space provided under Termination, Paragraph #20.
 - iii. SLEB Subcontracting Requirement, Paragraph #21, and First Source Program, Paragraph #22, do not apply to \$25,000 and under contracts. Contractor is required to be a SLEB on \$25,000 and under contracts, whenever possible. Note under Additional Provisions: "Delete Paragraph #21 and #22, General Terms and Conditions – does not apply."
 - iv. Develop Additional Provisions page, as required, or delete.
 - v. Develop Scope of Services, Exhibit A.
(Modify the language to be applicable to the contract)
 - vi. Develop Definition of Payment, Exhibit B.
(Modify the language to be applicable to the contract)
 - vii. Attach insurance requirements as specified under Exhibit C, Risk Management's link to Contractors Insurance Requirements.
 - viii. Attach copy of Contractor's insurance as specified in County's Insurance program, Self Insurance and/or waiver approved by the County Risk Manager.

- ix. Exhibit D, Debarment and Suspension Certification, is applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000.

GSA-Purchasing will issue a purchase order and forward to Vendor with Standard Agreement. Copies of Standard Agreement will be forwarded to Department, Auditor, and filed in GSA Purchasing.

2. FOR SERVICE CONTRACTS OVER \$25,000:

If the competitive bidding process has been managed by GSA-Purchasing, GSA-Purchasing will develop the Standard Agreement with the Department.

If the competitive bidding process has been managed by the Department, send the following documents to the Auditor-Controller's Office.

- a. BOARD LETTER
- b. STANDARD SERVICES AGREEMENT, signed by the contractor using the signature page to be signed by the President, Board of Supervisors. County Counsel review and signature is also required.
- c. General Terms and Conditions shall not be modified. All required changes to General Terms and Conditions shall be noted under Additional Provisions. Any changes to General Terms and Conditions require prior approval by County Counsel.
 - i. Complete Standard Agreement information on front page. Department and Vendor Contact information are required under Notices, Paragraph #13.
 - ii. Insert type of services and not to exceed amount (usually the compensation amount on page 1) in space provided under Termination, Paragraph #20.
 - iii. Insert Small, Local and Emerging Business Participation information and adjust percentage if the Auditor Controller's Office of Contract Compliance approved less than 20% or participation is greater than 20% under Paragraph #21.
 - iv. First Source Program, Paragraph #22, required for goods and/or services contracts over \$100,000.
 - v. Develop Additional Provisions page, as required, or delete.

- vi. Develop Scope of Services, Exhibit A
- vii. Develop Definition of Payment, Exhibit B
- viii. Attach insurance requirements as specified under Exhibit C, Risk Management's link to Contractors Insurance Requirements.
- ix. Attach copy of Contractor's insurance as specified in Contractors Insurance Requirements, Self Insurance and/or waiver approved by the County Risk Manager.
- x. Exhibit D, Debarment and Suspension Certification, is applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000.

d. UPON APPROVAL BY THE BOARD, SEND THE FOLLOWING ORIGINAL DOCUMENTS TO the Auditor-Controller's Office:

- i. CONTRACT ENCUMBRANCE REQUEST FORM, Form 110-9
- ii. Standard Agreement, fully executed
- iii. Board Letter and Minute Order

The Auditor will issue a Purchase Order (PO) number in Alcolink. The Department shall distribute PO number and fully executed Standard Services Agreement to Contractor.

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Manatron Inc. DEPT #: 140300

TITLE/SERVICE: Image Export/Import Related Services for Social Security Redaction

DEPT. CONTACT: Melissa Wilk PHONE: (510) 272-6520

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (X) ()

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here:
38-1983228

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()

IF THE ANSWER TO 2 IS YES, ANSWER QUESTIONS 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

<p><u>Mary Gephart</u> Contractor Signature</p>	<p>_____ Agency/Department Head/Designee Signature</p>
<p><u>Mary Gephart</u> Printed Name</p>	<p>_____ Printed Name</p>
<p><u>3/25/10</u> Date</p>	<p>_____ Date</p>

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of February 24, 2010 is by and between the County of Alameda, hereinafter referred to as the "County", and Manatron, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain image export/import and redaction nightly export interface services which are more fully described in Exhibit A-1 hereto "Manatron Statement of Work CA110309AC for Back-File Export of OPR Images and Import of OPR Redacted Images for Use with Anthem Recording System" and Exhibit A-2 "Change Request CA021910AC-Redaction Nightly Export Interface" and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Image Export/Import Related Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Proposal for Back-File Export/Import Services "SOW CA110309AC"
- Exhibit A-2 Change Request for Redaction Nightly Export Interface "CA021910AC"
- Exhibit B Payment Terms
- Exhibit B-1 Price and Billing Milestones for Back-File Export/Import Services
- Exhibit B-2 Prices for Redaction Nightly Export Interface
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Intentionally Omitted

The term of this Agreement shall be from April 1, 2010 through March 31, 2012.

The compensation payable to Contractor hereunder shall not exceed seventy-five thousand (\$75,000) dollars for the term of this Agreement and an annual support fee of Four Thousand Nine Hundred Eighty Two (\$4,982) Dollars for the first year maintenance support of the redaction nightly export interface and the annual maintenance fee for the redaction nightly export interface for year two and beyond may be increased at the same

schedule and increase percentage as the increase of the annual maintenance of Anthem while Anthem is in operation by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

MANATRON, INC.

By: _____
Signature

By: Mary Gephart
Signature

Name: Alice Lai-Bitker

Name: Mary Gephart
(Printed)

Title: President of the Board of Supervisors

Title: V.P., H.R., & Admin.

Date: 3/25/10

Approved as to Form:

By: Claude Kolm
County Counsel Signature
Claude Kolm
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and

further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor and the County agree respectively, to the extent permitted by law that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

12. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
1221 Oak Street, Room 249
Oakland, CA 94612
Attn: Melissa Wilk

To Contractor: MANATRON, INC.
510 East Milham Ave
Portage, MI 49002
Attn: Steve Granlund

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

13. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
15. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute,

dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

16. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Image Export/Import Related Services shall not exceed \$80,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
20. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:
 - a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
 - b. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
 - c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the

Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed or not performed by the listed small and/or emerging local business.

- 21. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 22. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 25. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

26. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

34. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A
DEFINITION OF SERVICES**

1. Contractor shall provide Back-File Export/Import Services in accordance with the proposal dated November 3, 2009. Said proposal is incorporated herein by reference and attached hereto as Exhibit A-1.
2. Contractor shall provide development, training, testing and implementation of a “day-forward” software solution to export/import redacted OPR images within Anthem in accordance with the Change Request Proposal dated February 19, 2010 (aka Redaction Nightly Export Interface) and attached hereto as Exhibit A-2.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in Contractor’s proposal shall both be performed to the greatest extent feasible.
2. Contractor’s project team will consist of the following Key Personnel and Subcontractors, as applicable during the contract term:

Judy Peikert
Steven Granlund

Project Sponsor
Account Manager

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

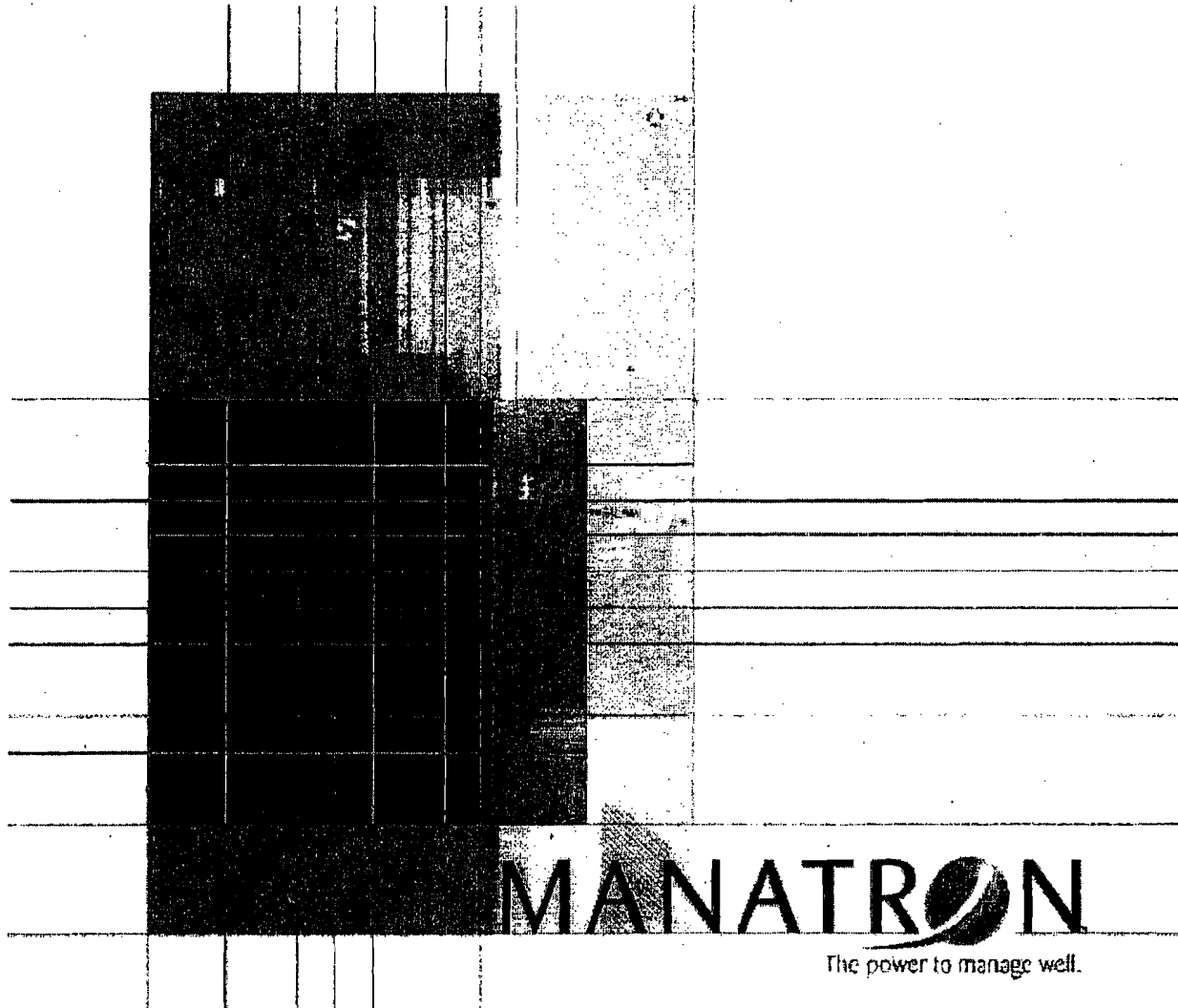
3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

County of Alameda, California

Manatron Statement of Work CA110309AC for Back-File Export of OPR Images and Import of OPR Redacted Images for Use with Anthem Recording System

November 3, 2009 – Version 1.1

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Records Management Team
1807 Braker Lane, Suite 400
Austin, TX 78758
Telephone: 866.471.4354
Fax: 512.833.8343

Corporate Headquarters
510 East Milham Ave.
Portage, MI 49002
Telephone: 866.471.2900
Fax: 269.567.2930

Project Summary

- Project:** Export of Anthem OPR images from 01/01/1980 through 10/31/2009
- Project Site:** County of Alameda
- County Contact(s):** Alameda County Clerk-Recorder
Kevin Hing, Division Chief, Clerk-Recorder (510) 272-6358
Durand Wilson, Information Technology Services (510)891-5695
Mark Holderbein, Assistant Clerk-Recorder (510) 272-6798
1106 Madison Street, Suite 200
Oakland, CA 94607
- Target Date of Implementation:** Extraction of images will begin within 45 calendar days of the date the Statement of Work Acceptance Form is signed by the County.
- Scope:** Manatron will implement a proprietary export/import utility for exporting up to 25,000,000 OPR image pages (for date range of 01/01/1980 through 10/31/2009), along with specific record data including instrument number, date received, document type, number of pages, Anthem image ID, image path, and name for each page. The utility will also be used for importing redacted images back into Anthem for public viewing and print requests. Manatron will provide project management, utility configuration and testing, remote utility operations, and reporting as described in this Statement of Work.
- Technology:** **Hardware**
The County must provide an external hard drive(s) for Manatron export of data and images for third-party redaction processing. The County will be responsible for handling and shipping of the external drives, and for any additional server storage needs for newly added redacted images.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the initial analysis phase of this project, a project schedule will be mutually agreed upon by Manatron, Inc. ("Manatron") and Alameda County, California ("the County").

Project Implementation

Purpose Statement

The purpose of this project is to export up to 25,000,000 OPR image pages from Anthem along with a formatted document data index so the County can deliver these images and indexes to a third-party, Fidelity National Title Imaging (FNTI), for Social Security number truncation (redaction). Once redacted by FNTI, the County will provide Manatron with the redacted documents and a formatted document data index for import into Anthem for review and production implementation. This Statement of Work describes the services that Manatron is responsible for implementing.

The project will be administered in the following phases:

- a) Planning and initiation (project kick-off);
- b) Manatron utility implementation, configuration, and testing;
- c) Creation of a conversion instance for County image review;
- d) Manatron extraction of production OPR images (pilot phase);
- e) Delivery of pilot images and index data to a third party (FNTI) for redaction;
- f) Return of redacted pilot images and index data from a third party (FNTI);
- g) Manatron load of redacted pilot images into test instance;
- h) County review and acceptance in Anthem test instance; and
- i) Manatron update of production instance with pilot redacted images.
- j) Steps "d" through "i" would be procedural steps for subsequent OPR production image batch runs (up to 7 runs) for export/import of up to 25,000,000 OPR image pages.

1. Contract Billing:

- a. Manatron and Alameda County are entering into this agreement to provide the services described in the following phases for the County. All billing will be based on export of up to 25,000,000 OPR image pages from Anthem, and import of a subset of the image pages redacted by FNTI back into Anthem.

2. Contract Batch Delivery:

- a. Manatron will export batches of OPR images (date range 01/01/1980 to 10/31/2009) currently in Anthem at the time of the export until project completion. Manatron will not export more than eight (8) batches (including the pilot) of images under the terms of this agreement. Each batch will include:
 - i. Single-page TIF images from Anthem.
 - ii. A data file containing information for each page including instrument number, date received, document type, number of pages, Anthem image ID, image path, and name for each page.
 - iii. Report detailing:
 1. List of OPR images exported;
 2. List of OPR images that could not be exported (exceptions);
 3. Total number of images exported.
 - iv. Export Acceptance Form for the County to sign.
- b. Manatron will import FNTI-produced batches of OPR redacted images (range 01/01/1980 to 10/31/2009) into the proprietary Anthem system (test instance) until project completion. Manatron will not import more than eight (8) batches (pilot included) of redacted images under the terms of this agreement. Each FNTI batch must include:

- i. Single-page TIF images for a redacted OPR document (all pages of a redacted document should be included). Non-redacted images should be excluded from all deliveries to Manatron.
 - ii. A data file containing information for each page, including instrument number, date received, document type, number of pages, Anthem image ID, image path, and name for each page.
 - iii. Report detailing:
 - 1. List of OPR images redacted;
 - 2. List of OPR images that could not be redacted (exceptions);
 - 3. Total number of images redacted and provided to Manatron.
 - c. Manatron will provide redacted image Import Report detailing:
 - 1. List of OPR redacted images imported;
 - 2. List of OPR redacted images that could not be imported (exceptions);
 - 3. Total number of redacted images imported (assumes Manatron will import exactly what FTNI provides or notes exceptions).
 - d. Manatron will deliver an Import Acceptance Form for the County to sign.
3. Scope Statement:
- a. The Manatron and County Project Managers will jointly plan, schedule, and provide resources to complete the following redaction services tasks. Manatron will install, test, and operate (on County hardware) a Manatron utility for export of an estimated 25,000,000 OPR image pages from Anthem (date range 01/01/1980 through 10/31/2009) for delivery to FNTI for redaction processing. Manatron will use this same utility to import a subset of these redacted images back into Anthem for County use. This project is detailed below.
 - b. Data Pull (Pilot Phase for Export):
 - i. The County will supply an external USB hard drive(s) for Manatron export of OPR images from Anthem. This first group of OPR image pages will be designated as the pilot images for back-file processing.
 - ii. Manatron will install and configure a temporary utility for exporting images and data from Anthem to the external drive. Manatron will only be exporting existing OPR images within the Anthem system and within the agreed-upon pilot phase date range.
 - iii. Manatron will be responsible for logging onto the County Anthem System remotely to extract the necessary OPR images from the existing Anthem System. The County will assign an individual to the task of connecting the supplied USB drive(s) to the appropriate server/storage device hosting the existing OPR digital images on the Anthem System.
 - iv. Once the required data has been exported to the USB drive(s), the County will deliver the USB drive(s) to FNTI.
 - v. Upon receiving the export images and data on the USB drive(s), the County and FNTI will check the data for missing and/or corrupt data. The County will promptly alert Manatron to any such issues and provide information and support required to troubleshoot issues. Manatron will review issues related to the export of OPR image pages within the Statement of Work, and provide remediation (as reasonable) for those issues which are a result of program defect or Manatron operator error.
 - vi. Manatron will document the total number of image pages pulled from the Anthem system designated for redaction. If the actual number of image pages pulled varies

by more than 10% from the original estimated number of image pages submitted by the County, Manatron will re-evaluate the pull and inform the County and Manatron Project Managers of the new total actual number of image pages. The County and Manatron Project Managers will work through the resolution for the variance in the number of image pages, and a Change Request will be created to accommodate the variance in the number of images.

- c. Push Images (Pilot Phase for Import):
 - i. Manatron and the County will work together to establish batch sizes, beginning with the smaller Pilot Phase batch. Subsequent batches will typically include 3 million to 4 million image pages.
 - ii. The batch of image pages designated as the Pilot Phase will be processed completely.
 - iii. Once completed, the Pilot Phase of redacted image pages will be loaded (imported) into the test instance for County review and acceptance.
 - iv. The County will have a review period of twenty-one (21) calendar days from the date the County signs the Pilot Phase Delivery Acceptance Form to review the accuracy and completeness of the FNTI redactions.
 - v. Manatron will review all reported errors identified within the scope of this export/import SOW.
 - vi. Once the Pilot Phase is completed and accepted and the County signs the Pilot Phase Final Acceptance Form, Manatron will update the production instance with the FNTI redacted image pages, and begin work on the export of the balance of the 25,000,000 OPR image pages for this project.
- d. Production Export/Import:
 - i. Manatron will meet with the County following Pilot Phase to discuss findings.
 - ii. Once the Pilot Phase is accepted, the production work may begin.
 - iii. Manatron will continue the batch export and import processes until all image pages are loaded into Anthem, or seven (7) production cycles of batch export and import have been run by Manatron. Manatron will not run additional batch export or import processes unless the direct result of Manatron utility defect or Manatron operator error.
 - iv. Redacted OPR batch image pages that cannot be imported into Anthem due to file corruption, bad or incorrect data, or hardware or network issues are not within this scope of work and will require a Change Request for remediation or other activity.
- e. Final Data Load into Production Database:
 - i. Manatron will, following the County's signing of the Authorization to Update Production Database Form, schedule and load a County-reviewed and approved batch or batches of redacted image pages into the production database for use with Anthem.
- f. Error Remediation:
 - i. Batch and image remediation is the responsibility of the County. Manatron will re-run (at no additional charge) a batch export or import process that failed due to a direct result of Manatron utility defect or Manatron operator error. All other export and import errors and/or exceptions are the responsibility of the County and FNTI, and may require a Change Request for further remediation.

4. County Responsibilities:

- a. The County will have twenty-one (21) calendar days after export of each batch of OPR image pages to review the contents of the drive (and any applicable reports) for completeness. Unless an objection is made in writing by the County within the review

period as to the quality of the services, the County will be deemed to have accepted Manatron's performance.

- b. The County will have twenty-one (21) calendar days after the import of each batch of redacted image pages to review and examine the redacted images for accuracy. Unless an objection is made in writing by the County within the review period as to the quality of the services, the County will be deemed to have accepted Manatron's performance.
 - c. The County will document all errors/anomalies discovered during the review period and submit these issues on a regular basis during each review period.
5. Exclusions:
- a. Manatron is responsible for OPR image and data export in the agreed format as documented in this Statement of Work. Manatron is not responsible for batches or portions of batches that are not processed and/or are processed inaccurately due to improper formatting, data errors, data corruption, hardware issues, environmental issues, network issues, or FNTI or County error or omission.
 - b. Manatron is not responsible for system or network performance degradation that may occur from the necessary data export and import activities.
 - c. The County is responsible for any additional storage needs for adding redacted images to the existing system. This Statement of Work does not include hardware and/or storage requirements.
 - d. The County is responsible for the preservation and security of exported or imported data within the scope of this project.
 - e. Manatron will not provide the County license or use of the temporary Export/Import Utility under the terms of this Statement of Work. The Utility will be removed from the County server upon final acceptance or termination of this agreement.
6. Assumptions:
- a. Manatron will provide project management for all Manatron services under this Statement of Work.
 - b. All issues will be resolved prior to beginning this project, or will be addressed through the change management process (as defined in this document).
 - c. Only the export and import redaction services described in this Statement of Work or any related contract and proposal documents will be provided as part of this project.
 - d. Hardware and management of the OPR data and image pages are the responsibility of the County.
 - e. Manatron services offered in this SOW are outside the scope of the County's current Service Level Agreement (SLA1). The County must be in compliance with all Manatron SLA, Licensing, and Master Agreements throughout the course of this project.
 - f. The County will be asked to provide a secure VPN connection for remote access to facilitate Manatron's support of the system.
7. Exception Handling:
- a. Manatron's import utility will overwrite an existing public (SSN redacted) image. Therefore, if a record appears in more than one batch, or has been previously redacted by staff, the image for last record processed (imported) will be displayed and stored in Anthem as the public version.

Project Control Processes and Project Management Procedures

8. Project Status:

- a. The County and Manatron Project Managers will communicate regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve Change Requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

9. Location of Project Documents, Deliverables, and Files:

- a. Soft copies of any necessary project documents, deliverables, status reports, meeting notes, etc., will be kept by the Manatron Project Manager electronically.

10. Issue Tracking and Resolution Procedures:

- a. In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or that is inconsistent with the requirements of the contract.

11. Issue Tracking Strategy:

- a. All Manatron issues will be logged and maintained by the Manatron Project Manager.
- b. Any issues identified by any member of the County's staff or the Manatron project team will be reported to the County Project Manager.

12. Issue Resolution:

- a. The Manatron Project Manager and the County Project Manager will assign necessary resources to resolve issues on the Manatron Issues Log and report on their progress.

13. Change Management Process:

- a. The change management process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.
- b. A "Change of Scope" is defined to be a change to any of the following:
 - i. Hardware configuration affecting the project;
 - ii. Third-party software configuration affecting the project;
 - iii. A change in the requested redacted regions and/or document types;
 - iv. Any other change that could affect the project schedule or budget.
- c. Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in the Manatron Connect-Care Change Management System. The County or Manatron can initiate these Change Requests. The party shall identify the nature of the proposed change and reasons for the proposed change.
- d. Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria, and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation, and specify any additional time and cost necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide the rationale for not recommending the change.
- e. Manatron will work jointly with the County to determine mutual interest in pursuing the Change Request. The County may accept or reject the proposed solution. Should mutual agreement be reached, Manatron shall submit feedback to the County, including the impact to timing and the cost of implementation and maintenance.

Stakeholders

The following is a brief description of the stakeholders who will be identified in the planning phase of the project.

14. Alameda County Project Sponsor: Kevin Hing
 - a. The County Project Sponsor is the individual who provides the authority necessary to implement the project and accept billing milestones.
15. Alameda County Project Manager: Mark Holderbein
 - a. The County Project Manager is the individual who monitors the project schedule and deliverables, coordinates the County's responsibilities, and ensures success. The County Project Manager will act as the liaison between the County and Manatron.
16. Alameda County Technical Resource: Durand Wilson
 - a. The County Technical Resource will act as the technical expert for the County IT environment, working with the County Project Sponsor and/or Project Manager for approval and direction.
17. Manatron Project Manager (PM): TBD
 - a. The Manatron Project Manager will act as the liaison between the County and Manatron, and direct Manatron project team members. The Manatron PM monitors the project schedule and deliverables, coordinates Manatron's responsibilities, and ensures success.
18. Manatron Account Manager (AM): Steven Granlund
 - a. The Manatron Account Manager serves as the ongoing account manager for the County throughout the support and maintenance cycle.
19. Manatron Project Sponsor: Judy Peikert
 - a. The Manatron Project Sponsor will act as the project sponsor and a point of escalation, and monitor the progress of overall Manatron project objectives.

MANATRON

The power to manage well.

Change Request

February 19, 2010

Mr. Kevin Hing
Alameda County Clerk-Recorder's Office
1106 Madison Street, Suite 200
Oakland, CA 94607

Dear Kevin:

This Change Request ("CR") will confirm the request of the Alameda County's Clerk-Recorder's Office for the listed professional services. This CR is issued in conjunction with Contract No. 11245 dated May 26, 1999 between Manatron and Alameda County. The pricing and scope contained in this CR are valid for 90 calendar days from the date shown above. Work scheduling will commence upon receipt of an executed copy of this CR signed by yourself or a duly authorized representative of Alameda County. The scope and implementation timeline for this CR are as follows.

CR No.	CA021910AC	Date Submitted:	02/19/2010
Client Name:	Alameda County Clerk-Recorder	Software Module Name (if applicable):	
Name of Originator at Client Site:	Kevin Hing / Mark Holderbein	Manatron Account Manager:	Steven T. Granlund
Priority:	<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> Normal	Required Date (if urgent):	2 nd quarter 2010
Estimated Total Price:	\$29,894.00		
Estimated Delivery Date:	May, 2010		
Request Type:	<input type="checkbox"/> Application Software <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Hardware <input type="checkbox"/> Third-Party Software		

Brief Description of Services: Creation of a nightly export of "image verified" tiff images to a common directory for redaction processing by a third party (FNTI), and creation of a programming solution to pick up County-approved redacted tiff images from a common directory for import into Anthem for public use. Manatron will provide product management, remote training, testing, and implementation services.

Prices:

SUMMARY	DESCRIPTION	ONE-TIME FEES	ANNUAL SUPPORT
Professional Services	Development, training, testing, and implementation of a “day-forward” software solution to export/import redacted OPR images within Anthem to/from a third- party County vendor of redaction services.	\$24,912.00	\$4,982.00
TOTAL ESTIMATED PRICES		\$24,912.00	\$4,982.00

Change Request Scope

Purpose:

Alameda County would like to push a nightly export of OPR verified images and data from Anthem to a share on their network for transfer to a third party (FNTI) for redaction processing. Alameda County would like to then institute a process to import the redacted images (all pages of the document) back into Anthem as the public version of the record.

Recommended Solution:

Manatron will create and implement the following solution:

1. Manatron will modify the existing back-file export utility to copy all pages and a data file for OPR documents that have been updated from status of “Scanned” to “Verified” for image QC. This utility will be configured to run as a nightly batch job.
2. For the nightly batch run, the Manatron product will write limited batch processing data to an external table for generation of third-party reports.
3. For the nightly batch run, the Manatron product will write OPR images to an “Outbound” folder to be named later. FNTI will be responsible for processing these images. The County and/or FNTI will be responsible for clean-up (file removal) of this folder after processing.
4. FNTI and the County will redact and review a portion of these images using tools and processes (external to Manatron).
5. FNTI and the County will use tools and processes (external to Manatron) to write redacted and reviewed images to an “Inbound” folder to be named later for import into Anthem. The data file (with FNTI added processing information) will be included with the images. If a document is redacted, then all pages of the document and the data file should be placed in the folder. Only documents with valid redactions should be placed in this folder. All other documents should be excluded by FNTI and the County.
6. Manatron will create a process to query the “Inbound” folder and pull images and data files for processing.
7. All valid data files and images from the “Inbound” folder will be imported into Anthem as the verified “public image.” The Manatron product will update the Anthem audit tables for all “public” images imported into Anthem.

- 8. Upon import, the Manatron product will write limited batch processing data to an external table for generation of third-party reports. Manatron will create a process to remove processed images and data files from the "Inbound" folder.

Data File for Export/Import:

For the day-forward export and import solution, Manatron will use the same file format and data elements as used for the back-file conversion project. The data file will contain information for a single document and all the related pages of the document:

instrument number|date received|document type|number of pages| anthem image id|image path|extraction date|process date|status|remarks

(Note: The last three fields can be populated by FNTI processing data when returned for import. Manatron will not validate against these fields. This will be audit data only.)

For example, the export data file will look something like this:

2009123456|10/26/2009|DEED|3|12345|c:\TEMP\INBOUND|10/28/2009 09:30:00||N|

And there will be following image files for:

- C:\TEMP\INBOUND \2009123456.001
- C:\TEMP\INBOUND \2009123456.002
- C:\TEMP\INBOUND \2009123456.003

When the file comes back from FNTI, it will look something like this:

2009123456|10/26/2009|DEED|3|12345|c:\TEMP\OUTBOUND |10/28/2009|10/29/2009 10:00:00|R|Completed successfully

And there will be following image files for:

- C:\TEMP\OUTBOUND \2009123456.001
- C:\TEMP\OUTBOUND \2009123456.002
- C:\TEMP\OUTBOUND \2009123456.003

The status and remarks can be used by them to populate any error messages, etc.

Responsibilities of the Parties:

The County's responsibilities include the following:

1. Providing remote access to Manatron for installation, testing, remote training, and Go-Live activities;
2. Set-up and administration of a testing/training workstation;
3. Testing of the solution in the Alameda County environment;
4. Scheduling key staff for remote administration training (maximum of four);
5. Meeting with Manatron to address any issues or concerns with the scope of this solution (as needed);
6. Timely execution of acceptance documents when a milestone has been completed;
7. Scheduling back-ups accordingly (with nightly batch jobs kept in mind).

Manatron's responsibilities include the following:

1. Remote delivery, installation, and operational testing of the export/import product and functionality as described in the "Recommended Solution" section of this CR;
2. Remote product installation in the training/testing environment in Alameda County;
3. Remote training (one-hour session) for administration training;
4. Providing documentation for product administration;
5. Remote product installation in the production environment upon County authorization;
6. Meeting with the County to address any issues or concerns with the scope of this solution (as needed);
7. Timely execution of acceptance documents when a milestone has been completed.

Exceptions and Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope, and pricing of this CR.

1. The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, conversion, and production support.
2. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of equipment. No hardware purchases are included in the scope of this project.
3. This proposal does not include services for changes beyond the described solution. Changes to Anthem reports or administrative functions are not included in the scope of this project.
4. Manatron has no formal business relationship with the County redaction vendor (FNTI). The export and import product and services provided by Manatron in conjunction with this Change Request are independent of any third-party services or agreements. The County will be responsible for all authorized Manatron products and services under this agreement.
5. The County will be responsible for software testing and coordination with any third parties for testing or implementation.
6. The County is responsible for all images and data files placed in the "Inbound" folder for import into Anthem.
7. The County will be responsible for all client configuration or set-up.
8. The County will be responsible for all hardware, third-party software, and reports.
9. Manatron provide all professional services through remote access to County hardware.

10. Manatron will provide set-up, configuration, and basic operational testing of the solution.

Change Management Process:

This CR is offered and priced within the express scope of the Manatron-recommended solution. The County may make additional scope requests at any time. These requests will result in the completion of additional Change Requests. Services rendered by Manatron under the terms of this CR which exceed the scope of the estimated hours or other items set forth in this CR will be billed to the County at the standard rate of \$200 per hour (minimum of one hour). This rate is subject to change.

Agreement to this Change Request:

Execution of this Change Request will confirm the County's request for professional services as outlined within this document. This Change Request will serve as an addendum to the existing agreement with Manatron referenced previously. Except as modified hereunder, all the terms and conditions of that agreement will remain in full force and effect. The County will be billed **\$24,912.00** for the professional services performed in accordance with this Change Request. Professional services fees are due and payable after Manatron performs such services in accordance with Manatron's invoice(s) that shall be sent to the County. **Any annual maintenance fees** noted earlier in this document will be included as a line item to the County's next maintenance invoice and are subject to the terms of the County's installation agreement. The interim period extending from work acceptance to the beginning of the next maintenance period will be pro-rated on a monthly basis, not to exceed the specified total annual fees. This pro-rated maintenance will be due and payable upon the execution of the Acceptance Form (Attachment A). The County is responsible for any travel-related expenses associated with Manatron's professional services.

Any deviation from this CR is to be handled through Manatron's change management process.

**EXHIBIT B
PAYMENT TERMS**

1. County will pay Contractor upon successful completion and acceptance of mile-stones as defined in the Proposal and Change Request (Attachment A-1 and A-2), within thirty (30) days, upon receipt of invoice.
2. Invoices will be approved by the Alameda County, Clerk Recorder's Office.
3. The Contractor to invoice in accordance with the price and billing milestones as indicated on the proposal "SOW CA110309AC" and Change Request "CA021910AC". Said billing milestones is incorporated herein by reference and attached hereto as Exhibit B-1 and B-2.
4. The Contractor shall not invoice for a billing milestone until the County has signed off on the "Acceptance Form" document as specified in the SOW and/or Change Request. By signing the acceptance form the County deems the work satisfactory based on all known information available at the time of signing. This does not preclude a finding of unsatisfactory based on subsequent knowledge. County reserves the right to withhold payment until the performance is deemed satisfactory.
5. Total payment under the terms of this Agreement will not exceed the total amount of Eighty Thousand (\$80,000) Dollars. This cost includes all taxes and all other charges.

Price and Billing

20. Price:

Manatron will provide the services described in this Statement of Work.

Manatron Services	Quantity of Batches	Price per Batch	Total Price
Batch Export Services and Reporting for Image Redaction Project (estimated 25,000,000 image pages; 3 to 4 million image pages per batch)	8 batches	\$2,076.00	\$16,608.00
Batch Import Services and Reporting for load of public image content (under 600,000 image pages per load)	8 batches	\$2,076.00	\$16,608.00
Push of Data into Production Database	8 batches	\$519.00	\$4,152.00
New Conversion Instance for County Review of Imported Images	N/A	N/A	\$5,536.00
Total Project Services			\$42,904.00

21. Billing Milestones:

- a. Milestone 1: Upon creation of the conversion instance for image review, the County agrees to be billed for 100% of the new database instance (\$5,536.00).
- b. Milestones 2 – 25: For the Pilot Batch (Batch 1) and Batches 2 – 8, the County agrees to be billed \$2,076.00 for the export of each batch, \$2,076.00 for the import of each batch, and \$519.00 for the production push of each batch.

Prices:

SUMMARY	DESCRIPTION	ONE-TIME FEES	ANNUAL SUPPORT
Professional Services	Development, training, testing, and implementation of a “day-forward” software solution to export/import redacted OPR images within Anthem to/from a third- party County vendor of redaction services.	\$24,912.00	\$4,982.00
	TOTAL ESTIMATED PRICES	\$24,912.00	\$4,982.00

The County will be billed **\$24,912.00** for the professional services performed in accordance with this Change Request. Professional services fees are due and payable after Manatron performs such services in accordance with Manatron’s invoice(s) that shall be sent to the County. **Any annual maintenance fees** noted earlier in this document will be included as a line item to the County’s next maintenance invoice and are subject to the terms of the County’s installation agreement. The interim period extending from work acceptance to the beginning of the next maintenance period will be pro-rated on a monthly basis, not to exceed the specified total annual fees. This pro-rated maintenance will be due and payable upon the execution of the Acceptance Form. The County is responsible for any travel-related expenses associated with Manatron’s professional services.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/11/09

PRODUCER
Willis of Michigan, Inc.
P.O. Box 2128
3196 Kraft Ave, S.E.
Grand Rapids, MI 49501

INSURED
Manatron, Inc
510 East Milham Avenue
Portage, MI 49002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **St Paul Travelers Companies, Inc.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	T02101668	04/30/09	04/30/10	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS -COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	T02101668	04/30/09	04/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	T02101668	04/30/09	04/30/10	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$10,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HEUB4512C94708	04/30/09	04/30/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	E.L. EACH ACCIDENT				\$500,000	
	E.L. DISEASE - EA EMPL OYEE				\$500,000	
	E.L. DISEASE - POLICY LIMIT				\$500,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured: All insurance required above with the exception of Personal Auto Liability, Workers Compensation and Employers Liability, shall be endorsed to name as Additional Insured: County of Alameda, its Board of Supervisors, the Individual Members thereof, and all County Officers, Agents, Employees and Representatives.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Alameda County
1221 Oak Street
Oakland CA 94612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael A. Kathan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: Maratron, Inc.

PRINCIPAL: John R. Hansen TITLE: V.P. of Operations and Risk Management

SIGNATURE:  DATE: April 13, 2009