SUBORDINATE AGREEMENT NO. *MA-057-11011952* **WITH**

3Di, Inc. **is hereby issued PER the terms and conditions of REGIONAL COOPERATIVE AGREEMENT** *MA-017-10011639* **FOR** *IT PROFESSIONAL SERVICES*

This Contract for Information Technology (IT) Professional Services (hereinafter "Contract") is entered into this twenty-first (21st) day of August, 2009 by the County of Orange, a political subdivision of the State of California, Probation Department (hereinafter referred to as "County") and 3DI, Inc., having its principal place of business at 3 Point Dr, Suite 307, Brea, CA 92821 (hereinafter referred as "Contractor"), which may also be referred to herein individually as "Party" or collectively as "Parties."

This Subordinate Agreement *MA-057-11011952* is made and entered into upon execution of all necessary signatures between *3Di, Inc.*, having its principal place of business at *3 Pointe Dr. Ste 307, Brea, CA 92831-3679* (referred as "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter "County"), acting through the Orange County Probation Department (hereinafter "Probation"). Contractor and County are sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract Subordinate Agreement is comprised of this document and the following Attachments, which are is incorporated by reference into this Contract Subordinate Agreement:

Attachment A – Agency/Department Scope of Work
Attachment A – Regional Cooperative Agreement MA-017-10012348
Attachment B – County of Orange Child Support Enforcement Certification Form (Blank Form)
Attachment C – Employment Development Department (EDD) Compliance Form (Blank Form)
Attachment D – County Of Orange Master Agreement X1000000369

RECITALS

WHEREAS, County desires to enter into a Contract with Contractor for IT Professional Service; and

WHEREAS, Contractor is willing to provide the services as specified in Attachment B in accordance with the Terms & Conditions of County Master Agreement X1000000369;
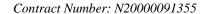
WHEREAS, *Probation* desires to enter into a Subordinate Agreement for *IT Professional Services*; and

WHEREAS, the County of Orange, County Executive Office has issued a Regional Cooperative Agreement *MA-017-10011639,* attached hereto and incorporated herein as Attachment A, now in effect from *06/01/2010* through *05/31/2012*; and

WHEREAS, Contractor is willing to provide the services specified in Attachment A to *Probation*;

NOW, THEREFORE, the Parties mutually agree:

CONTRACT

1. ~~**Scope of Contract:** Contractor shall provide services, as more fully detailed in Attachment A, Statement of Work, and the terms and conditions of this Contract.~~
Scope of Agreement: This Subordinate Agreement specifies the terms and conditions by which *Probation* will procure *IT Professional Services* from the Contractor, as more fully detailed in *Attachment A*.

2. ~~**Term:** This Contract shall commence upon execution of all necessary signatures, and continue in effect for two (2) years, unless otherwise terminated by County. The County does not have to give reason if it elects to not renew this Contract.~~
Term of Subordinate Agreement: This Subordinate Agreement shall commence on *08/21/2011* and continue through and including *05/31/2012*, unless otherwise terminated by the County.

3. ~~**Compensation:** Total compensation for services rendered under this Contract shall not exceed the hourly rates as specified in Attachment B of the County of Orange Master Agreement X1000000369. Contractor shall be paid for services performed under this Contract as outlined in Attachment B of County of Orange Master Agreement X1000000369, and the County will not be held responsible for services outside those specifically stated in Price Agreement N2000009135, Attachment B unless approved in writing by both Parties. Total Contract amount shall not exceed $1,249,008.~~
Compensation & Payment: Contractor agrees to provide *IT Professional Services* at the fixed rates specified in Attachment A. The total cost of this Subordinate Agreement shall not exceed ***$380,465***.

4. ~~**Invoicing and Payment Instructions:** Invoice shall reference the Price Agreement number N2000009135 and be sent to the following address:~~
~~**Orange County Probation Department**~~
~~**P.O. Box 10260**~~
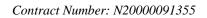~~**Santa Ana, CA 92711**~~
~~**Attn: Dan Burtt**~~
Invoicing: Invoices are to be submitted to *County of Orange, Probation Accounts Payable, PO Box 10260, Santa Ana, CA 92711-0260*. Vendor shall reference Subordinate Agreement *MA-057-11011952* on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

5. ~~**Conflict of Interest-Contractors Personnel:** The contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the contractor; the contractor's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.~~

6. ~~**Gratuities:** The contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor to any officer or employee of the County with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the County shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.~~

Signature Page Follows

- Signature Page –

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor:

_____
Print Name   Title

_____
Signature   Date

_____
Print Name   Title

_____
Signature   Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following:1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.
****

County of Orange, a political subdivision of the State of California

_____
Print Name   Title
_____
Signature   Date

****
APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

_____
Print Name   Title
_____
Signature   Date

ATTACHMENT A

REGIONAL COOPERATIVE AGREEMENT
MA-017-10011639

Attachment A
Scope of Work

The IT Professional Services software developer resource is required to assist the Probation Department in the development of application software and new technology implementations in support of several major applications:
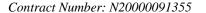
1. **Probationer KIOSK Reporting:**

    - Create web application with .NET platform in C# programming language with Kiosk machine for probationer self reporting purposes. Provide various reports for officers to monitor the probationer's activities and changes
    - Integrate the data collected from Kiosk with Case Management System to create a central case management interface for all activities and records.

    This is a new business process by which selected low risk probationers will "report" in accordance with the terms and conditions of probation via KIOSK stations that will be located at selected Probation offices. The KIOSK reporting will include touch screen displays to enter responses, biometric authentication (finger print scans) and printed receipts to acknowledge the reporting event and the printed receipt will display the date of the next reporting cycle. The KIOSK units will also have features that will enable a future capability to accept credit card types of payments. The KIOSK reporting will include exception and management reporting. The KIOSK based reporting will contribute to increased efficiency and productivity of the Deputy Probation Officers (DPO) in that the routine reporting activity of the selected low risk offenders will be automated freeing the DPO to focus on the more serious offenders.

2. **Electronic Field Books (EFB):**

    - Create web application with .NET platform in C# programming language for officers so they can collect online data electronically with the remote device
    - Integrate the collected field data with Case Management System to create a central case management interface for all case transactions and probationer activities.

    This application will replace the existing manual field books (basically a 3 ring binder of paper pages of individual probationer case information) that the DPO's currently utilize to provide probationer case information while DPO's conduct filed supervision activities. These manual books will be replaced with electronic devices that will provide a wireless, web enabled access to current case information and supporting documents in support of field activities. The devices will enable the DPO to report field contacts and update selected case information in a near real time mode while in the field. The EFB will reduce redundant data entry, provide current visibility of case activity, and provide additional quality assurance for line supervision in the over sight of the

established supervision case plan for each probationer. The technology will lead to future additional wireless and field based activities that will further enhance the quality of the case supervision and probationer interactions with the DPO.

3. **AS/400 Migration to an Open Source Architecture**

- Participate in planning, designing overall technical architecture to integrate and centralize all window applications and web applications in support of Business requirements. Help in identifying technological opportunities to support the organizations tactical and strategic business plan and objectives.
- Migrate Case Management System (Juvenile and Adult) off AS400/DB2 with COBAL language into .NET web application with C# programming language and back end of SQL2005. Integrate with active directory security authentication and leveled application authorization.

 The legacy Adult and Juvenile Case Management Systems (CMS), Institutions Management System (IMS) and Probationer Financial System (PFS) are based on the proprietary IBM AS/400 hardware platform with the IBM OS/400 Operating System, and IBM DB2/400 relational base. The applications are primarily developed using the COBOL programming language. The AS/400 architecture was selected by the Probation Department via an RFP process in the early 1990's. The ongoing support cost of hardware and software maintenance and the cost of numerous 3rd party licensed products continue to increase annually. Technical personnel with COBOL applications development skills are nearly non-existent in the marketplace today. The department is faced with a serious loss of "legacy" application support skills as the existing technical staff reaches retirement age. The department plans to begin a 2-3 year migration effort to move these legacy applications to the current "open" source architecture using the SQL Data base, C# Programming language and the Microsoft .NET architecture.