

City of Seattle

PURCHASE ORDER # 2558
ATTACHMENT # 2

Project#	FILE COPY
File #	<u>25-0461</u>
File Name	_____
[] New	_____

PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)
THURSTON COUNTY CENTRAL SERVICES / VP CONSULTING INCORPORATED

ENTERED

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and **VP Consulting Inc. aka (VPCI)**, an Oregon corporation, with its principal offices at 2295 Coburg Road, Suite 203, Eugene, OR 97401, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below, and shall terminate on December 31, 2009.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

Provide Thurston County with professional services, hardware, software and the implementation for the Enterprise Content Management System (ECMS).

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A" and the CONTRACTOR'S response to a Request For Proposals which are attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

Project#	
File #	
File Name	
[[New]]	

3. **SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services, documents, or other information identified in Exhibit A.
- d. The COUNTY shall have a System Administrator for the purposes of this project. The COUNTY may change its System Administrator upon providing written notice to the CONTRACTOR. The System Administrator shall not be confused with the Contract Representative whose sold duty is to receive documentation notices related to the contract. The System Administrator is as follows:

System Administrator: Bonnie Hilyard

Title: IT Technical Consultant II

Mailing Address: 2000 Lakeridge Drive SW, Bldg 1, Room 035

City, State and Zip Code: Olympia, WA 98502-6045

Telephone Number: (360)754-3355 x 6429

Fax Number: (360)786-5140

E-mail Address: hilyarb@co.thurston.wa.us

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name of Representative: Vicki Pattle

Title: President

Mailing Address: 2295 Coburg Road, Suite 203

City, State and Zip Code: Eugene, OR 97401

Telephone Number: (541)587-0594

Fax Number: (541) 342-2667

E-mail Address: vickip@vpci.com

b. For COUNTY:

Name of Representative: Cristi Campanile

Title: Contracts / Purchasing Coordinator

Mailing Address: 2000 Lakeridge Drive SW, Bldg. 1, Room 035

City, State and Zip Code: Olympia, WA 98502-6045

Telephone Number: (360)754-3355 x 7601

Fax Number: (360)786-5140

E-mail Address: campanc@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$362,444. This amount does not include sales tax.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit "B", submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and shall remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR shall not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. SAFEGUARDING PERSONAL INFORMATION

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to

release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. Such safeguards shall include, but are not limited to, the limitation of access to COUNTY information to only those employees, agents or subcontractors who need to see it for the purposes of installing and configuring the Laserfiche software and requiring such employees, agents or subcontractors to sign a confidentiality and nondisclosure agreement as set forth in Exhibit "C". In addition all employees, agents or subcontractors or any other individual who may be working around COUNTY documents located in the Central Services Information Technology Data Center shall undergo a background check which shall be conducted by Thurston County Sheriff's Office then verified and approved by the Director of Thurston County Central Services. The CONTRACTOR shall pay the \$30.00 fee for each background check. The COUNTY reserves the right to monitor, audit or investigate the use of personal information collected, used, acquired or released to the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provided under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and information contained in police accident reports, law enforcement investigative files and criminal prosecution case files. Personal information includes "Protected Health Information" as set forth in 45 CFR § 164.501 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other federal and state statutes and regulations including 42 CFR Part 2, Chapter 70.02 RCW, Chapter 70.24 RCW, Chapter 70.96A RCW and Chapter 71.05 RCW.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

d. **License Agreement:** COUNTY agrees to fully indemnify, protect and hold CONTRACTOR harmless from any claims, suits, actions, liabilities and damages including all legal costs incurred by CONTRACTOR resulting from any violation by COUNTY under the terms of the Licensing Agreement (Attachment A) entered into between Compulink Management Center and COUNTY. The terms of the Licensing Agreement apply only to the COUNTY and Compulink Management Center and in no way do the terms of the Licensing Agreement apply to the relationship between COUNTY and CONTRACTOR.

9. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$ 500,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$500,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$ 1,000,000.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$ 500,000.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$500,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
929 Lakeridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall, at a minimum, list limits of liability and

coverage. The certificate shall provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract. Any funds advanced for which work has not been completed shall be refunded to the COUNTY.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Any funds advanced for which work has not been completed shall be refunded to the COUNTY. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

c. In conformance with subsection 11.a, above, COUNTY agrees and acknowledges that certain minor portions (less than 10%) of the services to be performed by CONTRACTOR shall be performed by subcontractors through separate agreements between the CONTRACTOR and the subcontractor.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a

Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

16. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. COUNTY acknowledges and agrees that all techniques, procedures and methodologies used and implemented by CONTRACTOR in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by CONTRACTOR, or by such third parties with whom CONTRACTOR may contract with or have licenses through.

c. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

21. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: VP Consulting, Inc.

By: Bill Phillips
Bill Phillips

By: Vicki Pattle

Title: Director, Central Services Department

Signature: Vicki Pattle
(Authorized Representative)

Date: 5/7/07

Date: 5/7/07

Approved As To Form
EDWARD G. HOLM
PROSECUTING ATTORNEY

Title: President

Address: 2295 Coburg Rd., Ste 203
Eugene, OR 97401

By: [Signature]
Deputy Prosecuting Attorney

EXHIBIT A
PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)
THURSTON COUNTY CENTRAL SERVICES / VP CONSULTING INCORPORATED

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

a. **Phase 1 - System Administration**

CONTRACTOR shall:

- i. Provide software, hardware and professional services for the implementation of the Laserfiche Enterprise Content Management System (ECMS).
- ii. Identify roles/responsibilities and provide project coordination and implementation for the ECMS. Establish testing processes for the ECMS.
- iii. Provide a Project Plan which shall include steps necessary for the administration and each phase of the implementation of the ECMS. The Project Plan shall be updated to include dates (calendar or days of effort), responsibilities, critical paths and shall be approved in advance of each phase by both parties.
- iv. Set up and configure all system hardware software and security (this includes any needed customizations); identify and assist with setup of workstations (scan/process, verify/index, viewing) and scanners.
- v. Complete work in phases. Upon completion of each phase, the COUNTY shall evaluate and test the product and direct the CONTRACTOR to either; a) proceed to the next phase, b) wait to proceed and fix problems, or c) terminate the contract.
- vi. Consult with the System Administrator and Senior Records Technician (Records) during each phase to identify document types, indexing, security, and retention schedules.
- vii. Import images into Laserfiche for publication and tracking as identified in the RFP.
- viii. Create and document the "business-process" workflow of how documents shall be scanned, stored and retrieved for each phase.
- iv. Consult with the System Administrator, Records and designated representative during each phase to identify and document potential uses of imaging technology for current business processes and suggest future implementation of imaging technology.

x. Consult and work with the System Administrator and designated representatives to develop policies, procedures and guidelines for the use of imaging technology.

xi. Provide system documentation for disaster recovery to the System Administrator.

xii. Develop and provide training resources, plans (train the trainer) and schedules to the System Administrator.

xiii. Provide system documentation and obtain approvals necessary for State of Washington certification.

xiv. Provide a weekly progress report.

xv. Provide system acceptance testing as identified in Section f.

xvi. Comply with the term of the Thurston County Central Services Software Maintenance Agreement (Exhibit E) which is attached hereto and incorporated herein by reference.

b) **Phase 2 – Records Center and Records Administration**

CONTRACTOR shall:

i. Set up the records management portion of Laserfiche with the System Administrator and Sr. Records Technician.

ii. Incorporate document types and their associated records retention schedules and associated disposition authority numbers.

iii. Create a template for document classification schema/file management structure.

iv. Identify the process of entering the information into the Laserfiche ECMS.

c) **Phase 3 – Board of County Commissioners Office**

CONTRACTOR shall:

Implement a web based capability for viewing the Board of County Commissioners' resolutions, ordinances and minutes.

d) **Phase 4 – Development Services Department**

CONTRACTOR shall:

i. Create an interface between the Laserfiche software and Amanda Permit Tracking System.

ii. Identify document types, bar coding, and indexing needs and requirements.

iii. Implement a web based capability for viewing documents.

e) **Phase 5 – Prosecuting Attorney’s Office (PAO)**

CONTRACTOR shall:

i. Create an interface between the Laserfiche software and the Damion Case Management systems.

ii. Assist in identifying the workflow of e-discovery of legal documents.

iii. Set up processes to receive electronic documents from external and internal sources into Laserfiche.

iv. Assist with identification and establish workflow/business processes using imaging technology for each of the specified divisions (Felony, Juvenile, Civil and District Court).

f) **System Acceptance Testing**

Within thirty (30) days after the software products have been installed on the COUNTY’S equipment, CONTRACTOR shall verify and test the system.

Verification that the software products substantially comply with CONTRACTOR Laserfiche user manuals for the most current version of the software products and functional descriptions of the software found in CONTRACTOR’S written response to COUNTY’S RFP by COUNTY, shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud and the operation of any provision of this Agreement which specifically survives verification. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, COUNTY’S sole right and remedy against CONTRACTOR shall be to require the CONTRACTOR to correct the cause thereof consistent with sec. 10.c. of the Professional Services Contract No. 025-2007-0353-0461-000.

The acceptable results of the acceptance testing shall constitute the COUNTY’S verification that the software products substantially comply with Laserfiche user manuals for the most current version of the software products and functional descriptions of the software found in VPCI written response to COUNTY’S RFP.

COUNTY “user specific” functionality testing shall be reviewed by the System Administrator during each implementation phase when site-specific data is built then applied against desired functionality.

Minimum criteria for acceptance:

a. All functions purchased perform as documented in the Laserfiche and VPCI product documentation and manuals.

- b. Specific application interfaces with Damion, Amanda and GroupWise perform.
- c. System is transparent in impacting County network.
- d. System is transparent in impacting pc workstations and applications.

After each phase, the COUNTY shall ask CONTRACTOR to verify in writing the acceptance testing results, certifying the testing has been accepted and approved by both parties.

CONTRACTOR shall:

- i. Test software products in accordance with CONTRACTOR standard acceptance testing procedures and agreed upon by COUNTY by demonstrating to the COUNTY that the software products perform all of the functions purchased.
- ii. Resolve any issues relating to acceptance testing to the satisfaction of the COUNTY.
- iii. Conduct acceptance tests following each module installation and prior to implementation. Only the tests corresponding to the software products licensed to the COUNTY shall be conducted.
- iv. Perform tests using the CONTRACTOR and the Laserfiche verification/testing database. The database shall contain general information applicable to each phase.
- v. Validate with acceptance testing that the CONTRACTOR and Laserfiche software are installed and perform base line functions. The acceptance tests shall not validate site specific functionality.
- vi. Promptly correct any functions of the software products that failed the standard acceptance testing or failed to comply with CONTRACTOR and/or Laserfiche software user manuals for the most current version of the software products and functional descriptions of the software found in CONTRACTOR written response to COUNTY'S RFP. If COUNTY has made modifications to the software programs, CONTRACTOR shall not make such corrections, unless such modifications were specifically authorized in writing by CONTRACTOR.

g) **Limited Warranty**

- i. The media on which the Licensed Software is provided shall be free of defects in material and workmanship.
- ii. Laserfiche warrants the Licensed Software to operate in all material respects as specified in the Laserfiche and VPCI product documentation and manuals. Laserfiche shall be responsible for correcting, at its own expense, any material defects in the Software that are brought to CONTRACTOR'S attention by COUNTY within a period of 6 months (180 days) after acceptance of the Software by COUNTY. Such repair efforts represent COUNTY'S sole and exclusive remedy for breach of warranty unless defects can not be repaired.

iii. CONTRACTOR warrants as follows for all software customization made by CONTRACTOR for the COUNTY: (1) All software customization shall continue to be supported by CONTRACTOR under its maintenance agreement with the COUNTY; (2) All software customizations shall be preserved and shall remain functional in any future software versions, revisions, or updates provided by CONTRACTOR; (3) All future software versions, revision, or updates provided by CONTRACTOR shall not cause the COUNTY to incur any additional cost as a result of the software customizations. These provisions shall apply for as long as the COUNTY is covered by the CONTRACTOR'S maintenance agreement.

iv. The Licensed Software shall be compatible with the Operating System, application programs, CPU, and networks specified in the Laserfiche and VPCI product documentation and manuals in addition to the recommended hardware configuration.

v. Warranties shall not apply to the extent of any problems encountered with the integration of external databases with the software installation.

vi. Warranties shall not apply to the extent of any problems encountered as a result of the failure of the COUNTY'S existing computing equipment, servers, networks or operating systems.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows:

a. The County shall provide a System Administrator who shall be responsible for the following:

i. Administration of all services contained in this contract.

ii. Assist CONTRACTOR with developing and documenting policies, procedures and guidelines relating to using the Laserfiche imaging system.

iii. Identify all known extenuating circumstances within the County that may delay the implementation of the system.

iv. Develop the system plan and documentation for disaster recovery for the ECMS.

v. Work with CONTRACTOR to develop and document training resources.

EXHIBIT B
PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)
THURSTON COUNTY CENTRAL SERVICES / VP CONSULTING INCORPORATED
COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

a. General Payment Terms

Software, Licenses, Initial Maintenance Fees

i. Upon receipt of software, COUNTY shall pay to CONTRACTOR a deposit of \$49,962, which equals 25% of Invoice #7625 for \$199,847.

ii. COUNTY shall pay an installment of \$49,962, which equals 25% of Invoice #7625 for \$199,847, to CONTRACTOR upon installation of the products specified in Invoice #7625.

iii. COUNTY shall pay an installment of \$49,962, which equals 25% of Invoice #7625 for \$199,847, to CONTRACTOR upon delivery and acceptance of a Project Plan to include implementation steps for each phase, dates (calendar or days of effort) responsibilities and critical paths identified.

iv. COUNTY shall pay the remaining amount of \$49,962, which equals 25% of Invoice #7625 for \$199,847, to CONTRACTOR upon successful completion and acceptance of testing as provided in Exhibit A sec. f., (System Acceptance Testing).

v. **Scanner Hardware, Peripherals and Initial Maintenance Fees**
COUNTY shall pay to CONTRACTOR \$33,497, which equals 100% of Invoice #7629, upon receipt of the products specified in Invoice #7629.

vi. **Amanda Integration**
Upon initiation of integration services, COUNTY shall pay to CONTRACTOR a deposit of \$6,250, which equals 25% of Invoice #7628 for \$25,000, for Amanda Integration Services.

vii. COUNTY shall pay an installment of \$12,500, which equals 50% of Invoice #7628 for \$25,000, to CONTRACTOR for Amanda Integration Services upon installation and demonstration of the Amanda integration solution.

viii. COUNTY shall pay the remaining amount of \$6,250, which equals 25% of Invoice #7628 for \$25,000 to CONTRACTOR for Amanda Integration Services upon: a) COUNTY'S approved acceptance testing plan of the integration product; b) COUNTY'S completion of its own acceptance/validation testing processes; and, c) COUNTY'S live processing for the Amanda/Laserfiche integration.

ix. COUNTY shall pay to CONTRACTOR a pro-rated amount of the \$3,750 of invoice #7628 for Integration Initial Maintenance specific to Amanda for customized software when the COUNTY has accepted the Amanda integration package.

x. CONTRACTOR shall bill the COUNTY, for testing of the Amanda Integration, a fee that shall not exceed \$2,560.00 per Invoice #7628.

xi. Damion Integration
COUNTY shall pay to CONTRACTOR a deposit of \$6,250, which equals 25% of Invoice #7628 for \$25,000, for Damion Integration Services, at an agreed upon point in time that these services begin.

xii. COUNTY shall pay an installment of \$12,500, which equals 50% of Invoice #7628 for \$25,000, to CONTRACTOR for Damion Integration Services upon installation and demonstration of the Damion integration solution.

xiii. COUNTY shall pay the remaining payment of \$6,250, which equals 25% of Invoice #7628 for \$25,000 to CONTRACTOR for Damion Integration Services upon: a) COUNTY'S approved acceptance testing plan of the integration product; b) COUNTY'S completion of its own acceptance/validation testing processes; and, c) COUNTY'S live processing for the Damion/Laserfiche integration.

xiv. COUNTY shall pay to CONTRACTOR a pro-rated amount of the \$3,750 of invoice #7628 for Integration Initial Maintenance specific to Damion for customized software when the COUNTY has accepted the Damion integration package.

xv. CONTRACTOR shall bill the COUNTY, for testing of the Damion Integration, a fee that shall not exceed \$2,560.00 per Invoice #7628.

b. Professional Services and Training

i. Invoice #7626 for \$53,680 and #7627 for \$12,800, shall be billed and paid as services are rendered and as detailed in the attached invoices.

ii. COUNTY agrees to pay CONTRACTOR for agreed upon Professional Services Fees provided which are above and beyond what was specified in Invoice 7626 as follows:

- o Per Diem at customary of \$225.00 per day, per person
- o Mileage at customary rate of \$.485 per mile/trip
- o Technical Services (includes installation, design and training) at the rate of \$160.00 per hour
- o Rates may be subject to periodic increases by Contractor and shall be approved by COUNTY in advance.

Upon the completion of each service day, or group of days, CONTRACTOR shall present to the System Administrator a Customer Work Report that details the work performed and includes expenses. The COUNTY shall sign the report, indicating acceptance of the service day and its associated billing, or noting reasons for the COUNTY'S non-acceptance. Supporting documentation shall be provided with the invoice.

c. Installation and Technical Services:

It is acknowledged for those items set forth above fees shall not be exceeded without CONTRACTOR and COUNTY prior written approval. In the event that CONTRACTOR'S estimates are exceeded with approval of COUNTY the COUNTY shall pay the difference in the same manner as set forth in sec. xvii above. In the event that the compensation estimates are in excess of the actual services expended for the project CONTRACTOR shall, at the discretion of the COUNTY, either credit or refund the COUNTY for the excess amount.

ix. COUNTY shall pay to CONTRACTOR for the installation and testing of the Damion Information System software when the COUNTY has accepted the Damion Information System software for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of installation and testing of the Damion Information System software.

x. COUNTY shall pay to CONTRACTOR for the installation and testing of the Damion Information System software when the COUNTY has accepted the Damion Information System software for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of installation and testing of the Damion Information System software.

xii. COUNTY shall pay to CONTRACTOR for the installation and testing of the Damion Information System software when the COUNTY has accepted the Damion Information System software for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of installation and testing of the Damion Information System software.

xiii. COUNTY shall pay to CONTRACTOR for the installation and testing of the Damion Information System software when the COUNTY has accepted the Damion Information System software for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of installation and testing of the Damion Information System software.

Professional Services and Training

xiv. COUNTY shall pay to CONTRACTOR for the professional services and training provided for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of professional services and training.

xv. COUNTY shall pay to CONTRACTOR for the professional services and training provided for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of professional services and training.

xvi. COUNTY shall pay to CONTRACTOR for the professional services and training provided for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of professional services and training.

xvii. COUNTY shall pay to CONTRACTOR for the professional services and training provided for the Damion Information System project. The fee for this service shall be \$12,500.00 per invoice #1828 for 250 hours of professional services and training.

EXHIBIT C
PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)
THURSTON COUNTY CENTRAL SERVICES / VP CONSULTING INCORPORATED

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, VP Consulting Incorporated aka VPCI (CONTRACTOR) and Thurston County ("COUNTY") have entered into a Professional Services Contract whereby the CONTRACTOR shall scan and index back files from various County offices and departments;

WHEREAS, under the terms of the Contract, CONTRACTOR and its employees shall have access to certain personal information in the County's files;

WHEREAS, for purposes of this Agreement, "personal information" shall mean information identifiable to any person, including but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers and any financial identifiers, and information contained in police accident reports, law enforcement investigative files and criminal prosecution case files. Personal Information includes "Protected Health Information" as set forth in 45 CFR 164.501 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other federal and state statutes including 42 CFR Part 2, Chapter 70.02 RCW, Chapter 70.24 RCW and Chapter 71.05 RCW; and

WHEREAS, as an employee of VPCI, I agree to be bound by the same confidentiality and nondisclosure restrictions placed on VPCI under the Contract. Specifically, I agree as follows;

1. I, _____, agree to hold personal information in trust and confidence and agree to use it only for the purposes of scanning and indexing back files. I shall not release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the COUNTY or unless required by law.

2. I shall not seek out or attempt to gain access to personal information unless it is essential to my job duties.

3. I shall not make or retain copies of any written information, and I shall return all documents provided to me once I have completed my work with them.

AGREED AND ACCEPTED BY:

Signature

Date

Print name

Title

EXHIBIT B
 PROFESSIONAL SERVICES CONTRACT
 THURSTON COUNTY CENTRAL SERVICES V/P CONSULTING INCORPORATED

CONSENT FOR BACKGROUND CHECK AND RELEASE OF LIABILITY

THE UNDERSIGNED, being of lawful age, does hereby acknowledge and consent to the inquiry by Thurston County to obtain any record of criminal convictions that exists for the potential Contractor Employee whose signature is listed below.

In signing this release, the undersigned does hereby forever release, waive and discharge Thurston County, its officers and employees, from any and all rights of action, claims and demands arising out of the act included, but not limited to rights of action, claims and demands for any and all injury to mind, body and property, whether now known or not, which may hereafter develop, due to the application process with Thurston County.

 SIGNATURE OF APPLICANT

 DATE

 PRINT NAME: Last First Middle

 Any known aliases (including Maiden Name)

 Date of Birth (mm/dd/yyyy) Driver's license # State

 Current Home Address Street City/State Zip

 CONTRACTOR NAME Contractor Phone #

 FOR PROJECT NUMBER

- Instructions for Contractor and Project Manager
- ATTACH COPY OF WORKER'S PHOTO ID
 - Contact that all blanks are filled in, including full middle name
 - Return this form to the Thurston County Project Manager you are working with
 - The Project Manager will personally deliver the form to Lt. Hayward

 RESULTS: Sheriff's Office Response

Approved Not Approved for access to technical areas

 County

 Date

 RETURN TO CENTRAL SERVICES DIRECTOR

EXHIBIT E
PROFESSIONAL SERVICES CONTRACT
SOFTWARE MAINTENANCE AGREEMENT
THURSTON COUNTY CENTRAL SERVICES / VP CONSULTING INCORPORATED
TERMS AND CONDITIONS

1. THIS AGREEMENT is entered into between **THURSTON COUNTY CENTRAL SERVICES** with its principal offices at 2000 Lakeridge Drive SW, Olympia, WA 98502, hereinafter "**COUNTY**" and **VP CONSULTING INC. aka VPCI (CONTRACTOR)** with its principal place of business at 2295 Coburg Road, Suite 203, Eugene, OR 97401, hereinafter "**CONTRACTOR**."

2. **ENTIRE AGREEMENT**

This Software Maintenance Agreement (Maintenance Agreement), and all documents referenced herein constitutes the entire agreement between **CONTRACTOR** and **COUNTY** and supersedes all proposals, oral or written, between the parties on this subject. Both parties acknowledge that this Maintenance Agreement covers maintenance, support for the software products, and licensing of updates of such installed software products. This Maintenance Agreement may be amended, modified or changed only by a written instrument signed by both parties.

3. **SERVICES**

In consideration of the payments to be made by the **COUNTY** to the **CONTRACTOR**, the **CONTRACTOR** agrees to provide the services described in this Maintenance Agreement or in any attachment hereto for software maintenance as described in detail in Section 6.

4. **SERVICE RESPONSIBILITY OF CONTRACTOR**

(a) **Maintenance:** **CONTRACTOR** shall maintain software so that it operates in conformity with all descriptions and specifications herein and in the applicable Vendor Software License Agreement and the Professional Services Contract No. 25-2007-0353-0461-000 (Contract) between the **CONTRACTOR** and the **COUNTY**, including specifications for the performance of all improved or modified versions of software which the **COUNTY** has been licensed to use. **CONTRACTOR** shall correct all errors discovered by the **COUNTY**.

(b) **CONTRACTOR** shall provide software-related telephone support to the **COUNTY**. Phone calls shall be accepted by support personnel during **CONTRACTOR** business hours at a minimum of 8:00 A.M. to 5:00 P.M. Monday through Friday, PST. Assistance and support requests which require special assistance from **CONTRACTOR** development group shall be taken and directed by support personnel. In the event that **CONTRACTOR** support representatives are unavailable to receive calls, messages shall be taken and calls shall be returned to **COUNTY** within one business working day.

(c) **Support and Response Time:** In the event that **COUNTY** detects non-availability of software access due to any error, defect or nonconformity in the software, **CONTRACTOR** shall furnish complete off-site telephone support, in the form of consultations, assistance and advice on the use or maintenance of the software, within 24 hours of **COUNTY'S** request. In the event that such problem in the software is not corrected within twenty-four (24) hours of the initiation of such off-site telephone support, **COUNTY** shall submit to **CONTRACTOR** a listing of the output and all such other data which **CONTRACTOR** reasonably may request in order to reproduce similar operating conditions. In the event that a

software fix is not accessible within two (2) business days after CONTRACTOR receives from COUNTY a list of output and other data, CONTRACTOR shall within the next twenty-four (24) hours provide on-site services. CONTRACTOR shall implement temporary workaround procedures and shall demonstrate to COUNTY the good faith and diligent initiation and prosecution of corrective measures for all such problems involving the software within 24 hours of the commencement of such on-site services.

5. SERVICE RESPONSIBILITY OF COUNTY

(a) The COUNTY may notify the CONTRACTOR immediately following the discovery of any error, defect or nonconformity in the software, unless such error, defect or nonconformity is discovered after 5:00 PST on a business day. In that case, the COUNTY may notify the CONTRACTOR on the following business day. In the event that an error, defect or nonconformity is discovered between 5:00 pm PST Friday and 8:00 am PST Monday, the COUNTY may notify the CONTRACTOR of the error, defect or nonconformity at their earliest convenience immediately following the weekend during which the error, defect or nonconformity was discovered.

(b) The period within which CONTRACTOR is obligated herein to provide off-site support shall commence at such time that the CONTRACTOR receives the COUNTY'S notification.

(c) The COUNTY shall attempt due diligence before contacting CONTRACTOR to confirm it is not something in COUNTY'S technological environment.

(d) The COUNTY, upon detection of any error, defect or nonconformity in the software, shall, if requested to do so by the CONTRACTOR under Section 4(b) submit to the CONTRACTOR a listing of output and any such other data or research which CONTRACTOR reasonably may request in order to reproduce operation conditions similar to those present when the error occurred or the defect or nonconformity was discovered, as the case may be.

(e) The COUNTY shall provide, at no charge to CONTRACTOR, full and free access to the programs covered hereunder. In addition, the COUNTY shall provide adequate working space to the CONTRACTOR within a reasonable distance from the equipment, use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.

6. SOFTWARE MAINTENANCE FEES

The COUNTY agrees to pay CONTRACTOR annually for software maintenance as follows:

o VPCI Laserfiche RME	\$ 6,000.00
o VPCI Laserfiche (50) Full Feature License (\$165 ea)	\$ 8,250.00
o VPCI Laserfiche (50) Retrieval/View License (\$66 ea)	\$ 3,300.00
o VPCI Laserfiche (50) SnapShot Utility License (\$22 ea)	\$ 1,000.00
o VPCI Laserfiche E-Mail Module (\$16 ea)	\$ 1,600.00
o VPCI Laserfiche Quick Fields	\$ 2,000.00
o VPCI Laserfiche Quick Fields Real Time Lookup	\$ 149.00
o VPCI Laserfiche Quick Fields Barcode	\$ 449.00
o VPCI Quick Fields Pattern Matching	\$ 149.00
o VPCI Laserfiche Import Agent	\$ 449.00
o VPCI Laserfiche WebLink	\$ 2,390.00
o VPCI Laserfiche WebAccess	\$ 2,390.00

o VPCI Laserfiche Plus Plug-in	\$ 1,898.00
o VPCI Laserfiche WorkFlow Suite	\$ 4,500.00
o VPCI Laserfiche WF Additional License (\$90 ea)	\$ 3,609.00
o VPCI Laserfiche Complete Integrators Toolkit	\$ 750.00
o VPCI Laserfiche Audit Trail Advanced	\$ 3,198.00
o Amanda Integration Yearly	\$ 3,750.00
o Damion Integration Yearly	\$ 3,750.00
	<u>\$ 49,527.00</u>
o 1 Year VPCI Priority Plus 8:00am-5:00pm M-F PST	\$ 15,000.00
TOTAL	<u>\$ 64,572.00</u>

(a) **Computation:** Fees shall be as stated herein. These fees shall cover all services provided under this Maintenance Agreement.

(b) **Price Protection:** The fee's set forth above pertaining to Amanda and Damion Integration Yearly and Priority Plus shall not be increased for a period of 3 years after commencement of services pursuant to this Maintenance Agreement. Thereafter if there are any annual increases in the maintenance fees the increases shall not exceed a percentage increase equivalent to the annual rate of the increase in the consumer price index plus 2 percent applied to \$ 22,500 product maintenance services.

(c) **Additional Fees:** Any maintenance performed by CONTRACTOR for the COUNTY which is not covered by this Maintenance Agreement shall be charged at CONTRACTOR current market rates as outlined in Contract No. 25-2007-0353-0461-000, Exhibit B. All materials supplied in connection with such non-covered maintenance or support plus expenses shall be charged to the COUNTY.

7. APPLICATION SOFTWARE MAINTENANCE FEES

Upon receipt of an invoice from the CONTRACTOR the COUNTY shall pay Application Software Maintenance Fees annually as follows:

1 year following date of contract execution for Application Software Maintenance Fees for the initial purchase of Laserfiche Products in the total amount of \$42,072.00.

2 years following date of contract execution for Application Software Maintenance Fees for the initial purchase of Laserfiche Products in the total amount of \$42,072.00.

3 years following date of contract execution for Application Software Maintenance Fees for the initial purchase of Laserfiche Products in the total amount of \$42,072.00.

CONTRACTOR shall provide Software Maintenance, VPCI Integration Maintenance and Priority Plus Support.

(a) COUNTY and CONTRACTOR may negotiate a new, 3-year Application Software Maintenance Agreement and fees prior to the end of contract year 3 subject to the price protection provided in sec.6.b excluding Laserfiche Products.

(b) It is understood that the Application Software Maintenance Fees for Compulink Products only may be subject to a price increase after the initial year, provided that CONTRACTOR provides written proof that the increase is limited to the amount of the increase

to the CONTRACTOR'S costs from Compulink Management Center, Inc. or its successors in interest. Any increases discussed herein specifically do not include the Amanda and the Damion integration maintenance or one year VPCI Priority Plus.

8. EFFECTIVE DATE OF THE MAINTENANCE AGREEMENT

This Maintenance Agreement shall be effective upon the acceptance date of the system identified in the Professional Services Contract No. 025-2007-0353-0461-000 and the fee's associated with the contract shall be pro-rated for the remainder of the year.

9. TERMS AND CONDITIONS FOR LICENSING OF UPDATES FOR INSTALLED SOFTWARE PRODUCTS

(a) COUNTY is hereby granted the non-exclusive and nontransferable license and right to use the additional versions of the installed software products which CONTRACTOR may release during the term of this Maintenance Agreement. CONTRACTOR agrees to extend, and COUNTY agrees to accept a license subject to the terms and conditions contained herein for the installed software products.

(b) As long as the Maintenance Agreement is in effect, the License may be transferred to another hardware system used for the benefit of the COUNTY. COUNTY agrees to notify CONTRACTOR prior to transferring the licensed products to any other system. The cost for new media or any required technical assistance to accommodate the transfer shall be billable charges to the COUNTY.

(c) COUNTY agrees that the software products are proprietary of VPCI/Laserfiche and have been developed as trade secret at VPCI/Laserfiche expense. COUNTY agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

(d) The software products may be modified but such modification shall be only for use on the COUNTY'S system for which the software products are licensed. If COUNTY has made modifications to the software products, CONTRACTOR shall not support the modified software products, unless modifications were specifically authorized in writing by CONTRACTOR.

(e) COUNTY may make copies of the software products for archive/disaster recovery purposes only. The documentation accompanying the software products may not be copied except for internal use.

(f) For as long as the Maintenance Agreement is in place, CONTRACTOR shall promptly correct without charge to the COUNTY any functions of the software products which fail to substantially comply with CONTRACTOR user manuals for the most current version of the software products. If COUNTY has made modifications to the software products, CONTRACTOR shall not make such corrections, unless modifications were specifically authorized in writing by CONTRACTOR.

10. TERMS AND CONDITIONS FOR SUPPORT

- (a) CONTRACTOR shall continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printouts of source code programs and documentation.
- (b) CONTRACTOR shall maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.
- (c) CONTRACTOR shall provide COUNTY with all updates that CONTRACTOR may make to the "then current" version of the installed software products covered in this Maintenance Agreement.
- (d) CONTRACTOR shall make available to COUNTY update(s) of the installed software products. In the case of system software update(s) COUNTY understands that and agrees that six (6) months after shipment by CONTRACTOR of updates, CONTRACTOR shall cease to support the earlier version, and for the balance of the term, CONTRACTOR shall support the update.
- (e) CONTRACTOR shall make available appropriately trained personnel to provide COUNTY requested additional training, program changes, consultation, recovery of data, conversion, non-coverage maintenance service, etc. Billable charges for training shall be at the CONTRACTOR'S current per diem rate plus expenses and shall be agreed upon in writing by both parties prior to any services being rendered.

11. LIMITATIONS AND EXCLUSIONS

The support and services of this Maintenance Agreement do not include the following:

- a) The installation of the software products, application design, and other consulting services, support of an operating system or hardware, or any support requested outside normal business hours.
- b) COUNTY shall be responsible for implementing at its expense, all changes to the current product version. COUNTY understands that changes furnished by CONTRACTOR for the current version are for implementation in the current installed software products version as it exists without customization or client alteration.

12. WARRANTIES

CONTRACTOR shall not be responsible to COUNTY for incidental, special, or consequential damages arising from business interruption or lost profits suffered by COUNTY or any third party arising out of the breach or any warranty provided in this Maintenance Agreement.

13. TERMINATION

- (a) **Termination of Software License Agreement:** If either the Licensor (manufacturer) of the software or the CONTRACTOR terminates the Software License Agreement for any reason provided therein, COUNTY shall have the right without penalty to terminate this Maintenance Agreement at the same time.
- (b) **Acts of Insolvency:** COUNTY may immediately terminate this Maintenance Agreement by written notice to the CONTRACTOR and may regard the CONTRACTOR as in default of this Maintenance Agreement if the CONTRACTOR becomes insolvent, or makes a general assignment for the benefit of creditors; or files voluntary petition of bankruptcy; or

suffers or permits the appointment of a receiver for its business or assets; or becomes subject to any proceeding under any bankruptcy or insolvency law; whether domestic or foreign; or has wound up or liquidates, voluntary or otherwise its business. In the event that any of the above events occur, the CONTRACTOR shall immediately notify the COUNTY of its occurrence.

(c) **Force Majeure: Suspension and Termination:** In the event that either party is unable to perform any of its obligations under this Maintenance Agreement or to enjoy any of its benefits because of, or if loss of services is caused by, a force majeure, the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Force majeure shall include, without limitation, war; civil disturbance; flood, earthquake, storm or other act of nature, laws, regulations, rules or orders of any governmental agency; sabotage; or strikes or similar labor disputes involving personnel of a party. Upon removal or termination of the force majeure, the party claiming force majeure shall promptly perform the affected obligations in an expedited manner. The parties shall use all reasonable efforts to eliminate or minimize any delay caused by the force majeure. If performance cannot be resumed within a reasonable time, the termination provisions of the Contract between the COUNTY and CONTRACTOR shall apply.

(d) **Rights and Obligations of the Parties on Termination:** In the event that this Maintenance Agreement is terminated as a result of the occurrence of a force majeure, or other cause except default by the CONTRACTOR each party shall return to the other all data, materials; and other properties of the other party then in its possession, except that COUNTY may retain for a reasonable period such materials as may facilitate securing the services of another CONTRACTOR.

(e) **Continuing Obligations:** The obligations of the parties under Section 13 (Termination) shall survive the termination of any services hereunder.

14. ASSIGNMENT

CONTRACTOR shall not assign or subcontract all or any part of this Maintenance Agreement without the written consent of COUNTY.

15. ENTIRE AGREEMENT

This Maintenance Agreement supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein and constitutes the entire agreement between the parties with respect to the matters contemplated herein.

16. MISCELLANEOUS

(a) **Applicable Law:** This Maintenance Agreement shall be governed by the laws of the State of Washington, including but not limited to the Uniform Commercial Code. Should any term of this Maintenance Agreement be inconsistent with Contract No. 25-2007-0353-0461-000 between COUNTY and CONTRACTOR, Contract No. 25-2007-0353-0461-000 shall prevail.

(b) **Insurance:** CONTRACTOR shall maintain in effect at all times during the term hereof, insurance as described in Contract No. 25-2007-0353-0461-000 between the COUNTY and the CONTRACTOR.

(c) **Remedies:** All remedies available to either party for breach of this Maintenance Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of the other remedies.

(d) **Severability:** Any invalidity, in whole or in part, or any provision of this Maintenance Agreement shall not affect the validity of any other of its provisions.

(e) **Notices:** Any notice or other communication hereunder shall be in writing and in accordance with Contract No. 25-2007-0353-0461-000 between the COUNTY and the CONTRACTOR.

(f) **Waiver:** No Term or provision hereof shall be deemed or waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement to be executed and do each hereby warrant and represent that their respective signatory who signature appears below has been and is on the date of this Maintenance Agreement duly authorized by all necessary and appropriate corporate action to execute this Maintenance Agreement.

CONTRACTOR:

Firm: VP Consulting, Inc.

By: Vicki Pattle

Signature: Vicki Pattle
(Authorized Representative)

Date: 5/7/07

Title: President

Thurston County, Washington

By: Bill Phillips

Title: Director, Central Services Department

Date: 5/7/07

Approved As To Form

EDWARD G. HOLM
PROSECUTING ATTORNEY

By: [Signature]
Deputy Prosecuting Attorney

ATTACHMENT A

LASERFICHE SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche and whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee"), who has lawfully acquired the Software.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION AND, IF APPLICABLE, RETURN IT TO YOUR SUPPLIER FOR A FULL REFUND.

RECITALS

A. Laserfiche has developed certain document imaging and management software programs which it markets under the trademark Laserfiche® ("Software").

B. The Software constitutes valuable proprietary products and trade secrets of Laserfiche embodying substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights and proprietary trade secrets in the Software.

C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.

THEREFORE, in consideration of the premises and covenants contained in this License Agreement, Laserfiche and Licensee agree as follows:

TERMS OF LICENSE AGREEMENT

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10. Nonwaiver. No failure to exercise or delay in exercising any right, power, or privilege under this License Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise of any right, power, or privilege under this License Agreement shall preclude further exercise thereof.

11. Severability. If any part of this License Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this License Agreement and shall be deemed to have never been a part of this License Agreement and shall not affect the validity of the remainder of this License Agreement.

12. Governing Law. This License Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of California, as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California.

13. Jurisdiction and Venue. Each party consents to the jurisdiction of the California Superior Court and United States District Court for the Central District of California. All judicial actions and proceedings shall be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph shall not apply to the federal government or to any state, county or municipal government or any department or agency of any such governmental body.

14. Entire Agreement. This License Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade shall override the written terms of this License Agreement.



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Eugene, OR 97401

Bill To:
Thurston County
2000 Lakeridge Drive SW
Olympia, WA 98502-6045

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Olympia, WA 98502-6045

Invoice #: 00007625

Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	1
QTY.	DESCRIPTION			PRICE	DISC %	Total
1	Laserfiche Records Management Server Software, DOD 505.15 Certified			\$20,000.00		\$20,000.00
1	VPCI RME Edition Server Software for MSSQL- Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.			\$6,000.00		\$6,000.00
50	Laserfiche Full Featured License. These licenses may be used to scan, OCR, index, create sticky notes, annotate, perform system admin functions, or just browse, view, search and print.			\$550.00		\$27,500.00
50	VPCI Full Featured License Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on the anniversary date of your software purchase.			\$165.00		\$8,250.00
50	Laserfiche Retrieval/View Licenses - May be installed on client workstations or used with WebLink for Intra or Internet access to your Laserfiche database with security in place.			\$220.00		\$11,000.00
50	VPCI Retrieval/View Licenses Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.			\$66.00		\$3,300.00
50	Laserfiche SnapShot Utility - Allows users with Full Featured Licenses to "print" directly into their Laserfiche database, to a designated folder.			\$100.00		\$5,000.00
50	VPCI SnapShot Utility Annual Software Maintenance, includes software upgrades during the year. Does not included labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.			\$20.00		\$1,000.00
100	Laserfiche E-Mail Module.			\$80.00		\$8,000.00
<i>An interest rate of 18% will be applied to all past due balances over 30 days</i>				SALE AMT.		
				FREIGHT		
				SALES TAX		
				TOTAL AMT.		
				PAID TODAY		
				BALANCE DUE		



2295 Coburg Rd., Ste. 203
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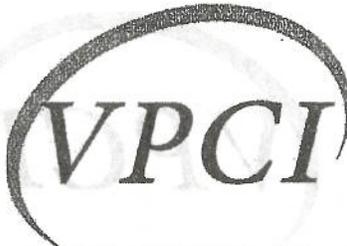
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Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	2
QTY.	DESCRIPTION			PRICE	DISC %	Total
100	VPCI E-Mail Module Annual software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.			\$16.00		\$1,600.00
1	Laserfiche Quick Fields Agent Module - Automated Capture Engine. Resides on one dedicated workstation, along with the other Quick Fields Modules. This allows the sessions to be queued for automation and then uploaded into your Laserfiche Repository.			\$10,000.00		\$10,000.00
1	VPCI Quick Fields Agent Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.			\$2,000.00		\$2,000.00
1	Laserfiche Quick Fields Real Time Lookup			\$495.00		\$495.00
1	VPCI Quick Fields Real Time Lookup Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.			\$149.00		\$149.00
1	Laserfiche Quick Fields Barcode Recognition Module			\$1,495.00		\$1,495.00
1	VPCI Quick Fields Barcode Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.			\$449.00		\$449.00
1	Laserfiche Quick Fields Pattern Matching			\$495.00		\$495.00
1	VPCI Quick Fields Pattern Matching Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.			\$149.00		\$149.00
1	Laserfiche Import Agent - Server License			\$1,495.00		\$1,495.00
				SALE AMT.		
				FREIGHT		
				SALES TAX		
				TOTAL AMT.		
				PAID TODAY		
				BALANCE DUE		

An interest rate of 18% will be applied to all past due balances over 30 days



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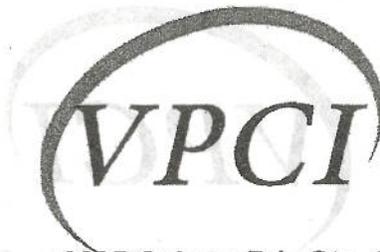
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Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	3
QTY.	DESCRIPTION	PRICE	DISC %	Total		
1	VPCI Import Agent Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.	\$449.00		\$449.00		
1	WebLink Module.	\$8,000.00		\$8,000.00		
1	VPCI Laserfiche WebLink Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.	\$2,390.00		\$2,390.00		
1	Laserfiche WebAccess - Thin Client Web Module	\$8,000.00		\$8,000.00		
1	VPCI WebAccess Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.	\$2,390.00		\$2,390.00		
1	Laserfiche Plus Plug-in. Royalty Free Publishing Module. To meet distribution requirements for the three initial departments that are deployed.	\$3,795.00		\$3,795.00		
1	VPCI Laserfiche Plus Plug-in Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.	\$1,898.00		\$1,898.00		
1	Laserfiche WorkFlow Suite. NOTE Includes 10 WorkFlow Licenses. If you exceed 10 Full Featured Licenses enterprise wide, WorkFlow licenses must match. Additional WorkFlow licenses may be purchased for \$300.00 ea. + Annual Maintenance at \$ 90.00 ea.	\$15,000.00		\$15,000.00		
				SALE AMT.		
				FREIGHT		
				SALES TAX		
				TOTAL AMT.		
				PAID TODAY		
				BALANCE DUE		

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Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	4
QTY.	DESCRIPTION	PRICE	DISC %	Total		
1	VPCI Laserfiche WorkFlow Suite Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.	\$4,500.00		\$4,500.00		
40	Laserfiche WorkFlow Additional Licenses - Note * These licenses must match the total number of Full Featured Licenses	\$300.00		\$12,000.00		
40	Laserfiche WF Additional License Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.	\$90.00		\$3,600.00		
1	Laserfiche Complete Integrator's ToolKit.	\$2,500.00		\$2,500.00		
1	VPCI Laserfiche Complete Integrator's ToolKit Annual Software Maintenance, includes software upgrades during the year. Does not include labor for installation. NOTE * BUDGET ITEM, to be renewed each year on anniversary date of purchase.	\$750.00		\$750.00		
1	Laserfiche Advanced Audit Trail	\$8,000.00		\$8,000.00		
1	VPCI Laserfiche Audit Trail (Advanced) Annual Software Maintenance, includes free software upgrades during the year, does not include software installation. Note* Budget item to be renewed each year on anniversary date of purchase.	\$3,198.00		\$3,198.00		
1	1 Year VPCI Priority Support, 8:00am - 5:00pm, Monday through Friday - Includes Per-Diem & Mileage for Phase 1-4 2007. Not to exceed 25ea. Per-Diem @ \$225. per person, per day or 25 round trips from Eugene to Olympia.	\$15,000.00		\$15,000.00		
				SALE AMT.	\$199,847.00	
				FREIGHT	\$0.00	
				SALES TAX	\$0.00	
				TOTAL AMT.	\$199,847.00	
				PAID TODAY	\$0.00	
				BALANCE DUE	\$199,847.00	

An interest rate of 18% will be applied to all past due balances over 30 days



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Invoice #: 00007626

Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	1
QTY.	DESCRIPTION	PRICE	DISC %	Total		
1	Consulting - Laserfiche Workflow analysis and schema creation for Dev Services/PAO. Includes Per Diem and Mileage, not to exceed 5ea Per-Diem and 5ea round trips from Eugene to Olympia.	\$18,000.00		\$18,000.00		
8	Laserfiche ECMS installation and configuration on Thurston County hardware	\$160.00		\$1,280.00		
8	Laserfiche Client installation and configuration - Estimate, may not be required to install and configure all workstations	\$160.00		\$1,280.00		
32	Custom Software Installation, Amanda and Damion custom application installation and configuration	\$160.00		\$5,120.00		
1	Project Management - Senior-level management for 2007, entire engagement	\$20,000.00		\$20,000.00		
1	Consulting - ECMS pre installation development and strategy planning. Time management and project plan development.	\$8,000.00		\$8,000.00		
				SALE AMT.	\$53,680.00	
				FREIGHT	\$0.00	
				SALES TAX	\$0.00	
				TOTAL AMT.	\$53,680.00	
				PAID TODAY	\$0.00	
				BALANCE DUE	\$53,680.00	

An interest rate of 18% will be applied to all past due balances over 30 days



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Account Representative		P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
					Net 30	04/09/07	1
QTY.	DESCRIPTION	PRICE	DISC %	Total			
16	System Administration Training - Training to familiarize system administrators with ECMS maintenance and repair	\$160.00		\$2,560.00			
16	Records Manager Training - Training on the creation and retention schedules, record series and records management best practices	\$160.00		\$2,560.00			
32	End User Training - Train the Trainers on ECMS Web and Windows based functions in Laserfiche	\$160.00		\$5,120.00			
16	Workflow Training - Train the Trainers on approval process and system notifications in the Laserfiche Workflow Module	\$160.00		\$2,560.00			
					SALE AMT.		\$12,800.00
					FREIGHT		\$0.00
					SALES TAX		\$0.00
					TOTAL AMT.		\$12,800.00
					PAID TODAY		\$0.00
					BALANCE DUE		\$12,800.00

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Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	1
QTY.	DESCRIPTION	PRICE	DISC %	Total		
1	Amanda Integration - Integration between Laserfiche and Amanda (estimated)	\$25,000.00		\$25,000.00		
1	Amanda Integration Yearly Annual Maintenance - Includes free software updates during the year and support directly from VPCI. Note* Budget Item to be renewed each year on the anniversary date of purchase.	\$3,750.00		\$3,750.00		
16	Amanda Integration Testing - Test functionality and usability of Laserfiche ECMA and core components	\$160.00		\$2,560.00		
1	Damion Integration - Integration between Laserfiche and Damion (estimated)	\$25,000.00		\$25,000.00		
1	Damion Integration Yearly Annual Maintenance- Includes free software updates during the year and support directly from VPCI. Note* Budget Item to be renewed each year on the anniversary date of purchase.	\$3,750.00		\$3,750.00		
16	Damion Integration Testing - Test functionality and usability of Laserfiche ECMA and core components	\$160.00		\$2,560.00		
				SALE AMT.	\$62,620.00	
				FREIGHT	\$0.00	
				SALES TAX	\$0.00	
				TOTAL AMT.	\$62,620.00	
				PAID TODAY	\$0.00	
				BALANCE DUE	\$62,620.00	

An interest rate of 18% will be applied to all past due balances over 30 days



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Invoice #: 00007629

Account Representative	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
				Net 30	04/09/07	1
QTY.	DESCRIPTION		PRICE	DISC %	Total	
3	Fujitsu 5750 Mid Range Production Scanner - VRS 4.0 Pro included		\$6,800.00		\$20,400.00	
3	Fujitsu 5750 Scan Care NBD, on site, 12 months total, includes Consumables Kit (Pick Rollers and Pad Assembly) for approx. year and cleaning kit, on site maintenance as well.		\$1,500.00		\$4,500.00	
4	Fujitsu 5220C Desktop Scanner		\$1,605.00		\$6,420.00	
4	Fujitsu 5220C Advance Exchange, scanner ships with one year, this adds an additional year for a total of two years.		\$99.00		\$396.00	
4	Fujitsu 5220C VRS 4.0 Pro		\$295.00		\$1,180.00	
4	Fujitsu 5220C Consumable's Kit, including 2 - Pad Assemblies 1- Pick Rollers 1- Cleaning Kit		\$89.00		\$356.00	
1	Shipping - Total for all 7 scanners.		\$245.00		\$245.00	
			SALE AMT.		\$33,497.00	
			FREIGHT		\$0.00	
			SALES TAX		\$0.00	
			TOTAL AMT.		\$33,497.00	
			PAID TODAY		\$0.00	
			BALANCE DUE		\$33,497.00	

An interest rate of 18% will be applied to all past due balances over 30 days

