



**Contract Number**

24-615 A-1

**SAP Number**

**Probation Department**

<b>Department Contract Representative</b>	Cesar Villalvazo
<b>Telephone Number</b>	(909) 387-5510
<b>Contractor</b>	Catalis Courts & Land Records, LLC
<b>Contractor Representative</b>	Conor Peterson
<b>Telephone Number</b>	(407) 936-3513
<b>Contract Term</b>	July 1, 2024 to June 30, 2027
<b>Original Contract Amount</b>	\$505,114
<b>Amendment Amount</b>	\$1,010,822
<b>Total Contract Amount</b>	\$1,515,936
<b>Cost Center</b>	4810001000
<b>Grant Number (if applicable)</b>	

**AMENDMENT NO. 1 TO CONTRACT FOR SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

**IT IS HEREBY AGREED AS FOLLOWS:**

The following is Amendment No. 1 to Contract No. 24-615 between San Bernardino County and Catalis Courts & Land Records, LLC for Software Maintenance and Support Services for County's Case Management System.

**1. SECTION C. TERM OF CONTRACT is amended to read as follows:**

This Contract is effective as of July 1, 2024 and expires June 30, 2027, with the option of one (1) two-year extension or two (2) one-year extensions but may be terminated earlier in accordance with provisions of the Contract.

**2. SECTION D.1 FISCAL PROVISIONS is amended to read as follows:**

The maximum amount of payment under this Contract shall not exceed \$1,515,936 of which \$1,515,936 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**3. SECTION B.50 CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) is amended to read as follows:**

Contractor has disclosed to the County using Attachment F – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

- 4. EXHIBIT C-1 SERVICE LEVEL AGREEMENT** is replaced, as attached, and hereby incorporated herein.
- 5. All other terms and conditions of Contract No. 24-615** remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract.** The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Catalis Courts and Land Records, LLC

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Scott Roza  
(Print or type name of person signing contract)

Title CEO  
(Print or Type)

Dated: \_\_\_\_\_

Address 3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Jolena Grider, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Tracy Reece, Chief Probation Officer

Date \_\_\_\_\_

## EXHIBIT C-1 SERVICE LEVEL AGREEMENT

	2024-25	2025-26	2026-27
<b>Software Maintenance &amp; Support</b> Includes Caseload Explorer, Assessments, Planning, SRF & Check-in <i>Annual Term July 1 – June 30</i>	<b>\$455,114</b>	<b>\$455,411</b>	<b>\$455,411</b>
<b>Enhancements/Programming</b> <i>Estimated per year cost, Work Order Required prior to start of any work. Services will be provided at an hourly rate of \$224.</i>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Total Subscription Fees</b>	<b>\$505,114</b>	<b>\$505,411</b>	<b>\$505,411</b>

### SOFTWARE DESCRIPTION

#### Caseload Explorer

Caseload Explorer was designed to simplify and empower the management of all areas of Community-based Supervision. In a single application with an efficiently organized data store, Caseload Explorer provides a case and financial management system in a secure environment for protecting, organizing, sharing, and managing client information. Caseload Explorer's powerful underlying technology and sophisticated data model can help agencies connect and synchronize multiple applications to make IT integration challenges more manageable. Caseload Explorer is firmly built on advanced Microsoft® technology and can scale to handle exponential growth without compromising system performance. Integrated with Ce SRF for use with the California Supervision Release File system.

#### Ce Assessments

Ce Assessments provides access to proprietary and public domain Risk, Needs and Behavioral Screening assessments through an intuitive SaaS-based assessment management platform. Assessors can complete a variety of assessments, interpret results, view assessment history, and generate completed assessment reports. Ce Assessments provides real-time access to assessment data for reporting and analysis and is fully integrated with Ce Planning, utilizing assessment-identified needs to create dynamic Adult and Juvenile Case Plans, including Title IV-E.

#### Ce Planning

Fully integrated with Ce Assessments, Ce Planning is a web-based system that allows Community-based Corrections staff to initiate individualized case plans targeting each client's specific needs. Ce Planning links assessment results to the process of individualized case planning and appropriate service provision.

Ce Planning provides staff the ability to create goals with clearly defined action steps for each identified criminogenic need and tracks client progress towards each goal. Officers can also manage case plans in Ce Planning or through a Microsoft Word™ integration, track case plan milestones and manage Title IV-E case plans and documentation.

#### Ce Check-in

Ce Check-in delivers Community-based Corrections agencies with a simple, affordable solution that provides flexible Client reporting, allowing staff to focus on Clients with more involved supervision requirements. Available as both a Web and Kiosk reporting solution, Ce Check-in provides an ideal reporting tool for low risk clients or as an enhanced, supplemental supervision tool for higher risk clients. Ce Check-in provides flexibility to manage reporting frequencies by a variety of factors while

alerting Officers when clients are out of compliance or when events occur that require their attention (i.e., FTRs, change of address, employment, etc.).

Agencies define the exact questions clients are required to answer during each scheduled check-in while Officers have the ability to view client reporting history, check-in session details, GPS location, IP address and map of where the check-in was completed. Ce Check-in provides clients email, SMS Text or automated phone reminders, as well as SMS Chat functionality allowing Officers to exchange text messages with clients through Ce Check-in.

### **Hosting Services (Microsoft Azure Government) & System Administration (excluding Caseload Explorer)**

Catalis has partnered with Microsoft's Azure Government Cloud Hosting Platform to provide Hosting Services to our government agency customers. Azure Government is a government-community cloud designed to support strategic government scenarios that require speed, scale, security, compliance, and economics for U.S. government organizations. In addition, Azure Government is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).

Azure Government includes the core components of Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS). This includes infrastructure, network, storage, data management, identity management, and similar services. Your Azure Government hosting includes Geo-Synchronous data replication and auto-scaling. Microsoft has been identified as the leader in both IaaS and PaaS by leading industry analysts.

System Administration applicable to Your Services, to include:

- Installation of Caseload Explorer in Our Azure Government environment
- SQL Server Licensing
- Set-up and Maintain SQL backups with 30-day retention policy
- Set-up and Maintain continuous geo replication to a separate Azure Government Data Center
- TDE encryption enabled
- Apply System Software Patches and Updates (as released by Microsoft)
- Disk cleanup (as needed for performance)
- Re-boot (as needed for performance)
- Monitor (CPU, Memory, and SQL Performance); Resolve Issues
- Install updates (new Releases and Versions, as published)
- Verify Backup existence (Monthly)
- Restore/Verify backup (semi- annually)
- Infrastructure Security Audit and Review (Monthly)

## **CATALIS SERVICE LEVEL AGREEMENT AND SUPPORT TERMS**

### **1. DESCRIPTION OF SUPPORT SERVICES**

#### **1.1. Support Services**

1.1.1 During the term of this Agreement, Licensor will provide the services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule.

1.1.2 Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays.

1.1.3 Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software.

## 1.2 Customer First Line Support Responsibilities

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software;
- b. Attempt to recreate the reported problem;
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- d. Document the steps taken by your First Line Support to troubleshoot the problem;
- e. Resolve, when possible, the problems your users have reported.

## 1.3 Remedial Services

1.3.1 Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensor's discretion at a future date
6	All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software.	4 business days	These requests are outside the scope of our support obligations

- 1.3.2 Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.
- a. Critical Defect: Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
  - b. Non-Critical Defect: Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
  - c. Documented Error: Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.3.3 Feature Request:

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request.

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

1.4 *Software Updates*

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- 1.4.1 Bug fixes;
- 1.4.2 Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- 1.4.3 Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and
- 1.4.4 Performance enhancements to Software.
- 1.4.5 Updates do not include:
  - a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
  - b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

1.5 *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

## 2 LOCATIONS

The Hosting provider will be specified in the Order Form. For U.S.-based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States; Canadian customer hosting locations are based in Canada.

## 3 RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs.

In the event of failure to meet an SLR, Licensor shall: (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure.

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement.

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours scheduled down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual





## **ATTACHMENT F**

### **Levine Act**

### **Campaign Contribution Disclosure**

**(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: **CATALIS COURTS & LAND RECORDS, LLC**
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5      No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: **Scott Roza, CEO**
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):  
**TPG, Inc, PSG, Inc.**
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Catalis Holdco, Inc.	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
Catalis, LLC	Scott Roza

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.