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ATTACHMENT C

**SUPREME COURT OF LOUISIANA
OFFICE OF THE JUDICIAL ADMINISTRATOR
Drug Court Case Management System
Upgrades and Improvements**

Proposal No. LASC-DC001

Information Technology Services Contract

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**STATE OF LOUISIANA
PARISH OF ORLEANS**

INFORMATION TECHNOLOGY SERVICES CONTRACT

The Supreme Court of Louisiana’s Judicial Administrator’s Office (hereinafter referred to as “Administrator”) and [name of vendor] (hereinafter referred to as “Contractor”) do hereby enter into this Professional Services Contract for upgrades and improvements to the Supreme Court’s Drug Court Case Management System (hereinafter “DCCM”) under the following terms and conditions:

I. Scope of Services

Pursuant to the terms and conditions that follow, Contractor hereby agrees to undertake the development, deployment, training, and support of the upgrades and improvements in functionality and performance to the DCCM which are outlined in the attached Drug Court Case Management System Design Specifications Document (Attachment A).

II. Administrative Requirements

A. Term of contract

This contract shall begin on [date] and shall end on [date].

B. Warranties

Contractor shall indemnify the Administrator against any loss or expense arising out of any breach of any specified warranty. Specified warranties are as follows:

1. Period of Coverage

The warranty period for software covered under this contract will begin on the date of acceptance of the final deliverable and will terminate 12 months thereafter.

2. Free from Defects

Contractor warrants that the system upgrades and improvements developed pursuant to this contract shall be free from defect in design and implementation and that Contractor will, without additional charge to the Administrator, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary for all upgrades and improvements to operate as specified in the Drug Court Case Management System Design Specifications document (Attachment A) and the Project Work Plan.

3. Software Standards Compliance

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Contractor warrants that all software and/or software modifications delivered pursuant to this contract will comply with the Administrator's standards and/or guidelines for resource names, programming languages, and documentation as referenced in Section VIII. B. of this contract.

4. Software Performance

Specific operating performance characteristics of the software developed and/or installed pursuant to this contract shall be warranted by the Contractor to perform as contemplated in the Drug Court Case Management System Design Specifications document (Attachment A) and the Project Work Plan.

5. Original Development

Contractor warrants that all software and/or software modifications produced pursuant to this contract will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the work product any components of a system already existing, Contractor shall first notify the Administrator, which after whatever investigation the Administrator may elect to make, may direct the Contractor not to use or incorporate any such components. If the Administrator does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the Administrator. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the Administrator for purposes of the contract.

6. No Surreptitious or Unauthorized Code

Contractor warrants that all software and/or software modifications provided pursuant to this contract will be free from any Surreptitious or Unauthorized Code. "Surreptitious Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the Administrator. Excluded from this prohibition are identified and Administrator-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

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III. Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section XVI.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as follows:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability

\$1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability

Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

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C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Administrator. At the option of the Administrator, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Administrator, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Supreme Court, its officials, employees, and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Court, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the Louisiana Supreme Court.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Louisiana Supreme court, its officials, employees, or volunteers.

c. 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.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Louisiana Supreme Court, its officials, employees and volunteers for losses arising from work performed by the Contractor for the Administrator.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Administrator.

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E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. Verification of Coverage

Contractor shall furnish the Administrator with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Administrator before work commences. The Administrator reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IV. Licenses and Permits

Contractor shall secure and maintain all licenses and permits and pay all fees required to perform the work required under this contract.

V. Security

Contractor's personnel will comply with all security regulations in effect at the Administrator's premises. Contractor will also ensure that materials belonging to the Administrator that are taken off premises are secured and protected as necessary. Contractor is responsible for promptly reporting any breach of security to the Administrator.

VI. Legal Relationship and Taxes

It is expressly understood by the Administrator and Contractor that the Contractor and its employees, along with any subcontractors, shall not be construed to be, and are not, employees of the Supreme Court of Louisiana or the Administrator. Contractor shall provide services to the Administrator as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Contract. Contractor agrees to be solely responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is [#].

VII. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Administrator's operations which are designated confidential by the Administrator and made

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available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the implementation of practices that are at least as strict as the Administrator's. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

VIII. Technical Requirements

A. Statement of Work

Contractor will perform services according to the terms of this Contract and according to the Drug Court Case Management System Design Specifications Document (Attachment A) and the Project Work Plan.

B. Configuration Requirements

The software system being installed shall be designed and configured by the Contractor to operate within the Louisiana Supreme Court Judicial Administrator's Office hardware, software, and networking environments as specified below.

1. Hardware and Operating System Software

Application will be .NET 3.5 and SQL Server 2005 compatible and supported on Intel-based servers running Windows Server OS, hosted and maintained by the Court.

IX. Project Management

Contractor shall provide, at a minimum, the following project management functions:

A. Project Management

Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to perform the work outlined in the in the Drug Court Case Management System Design Specifications document (Attachment A) and the Project Work Plan.

B. Project Work Plan

Contractor shall develop, maintain and abide by a Project Work Plan which will outline the work to be performed and identify all project deliverables and payment tasks. The Project Work Plan shall also reference project personnel requirements (both Administrator's and Contractor's), and the expected start and completion dates for each deliverable and payment task.

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The Project Work Plan must be approved by the Administrator before any work is performed and before any payments are made.

1. Amendments to Project Work Plan

Written concurrence of both parties will be required to amend the Project Work Plan.

C. Progress Reports

Contractor shall submit monthly progress reports signed by the Contractor's Project Manager no later than 10 days after the close of each calendar month. The content and format of the Progress Reports shall be determined by the Contractor but must be approved by the Administrator. Each Progress Report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, and the work to be accomplished in the coming reporting period. The Progress Report shall also identify issues requiring the Administrator's attention, if any, particularly those which may affect the scope of services, the project budget, the project timeline or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Develop and Administer Issue Identification and Resolution Protocol

Contractor shall develop and implement a protocol for identifying and resolving key project issues and problems. The Administrator shall approve the protocol developed.

X. Quality Assurance Reviews

Administrator reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the Administrator. Quality Assurance reviews will be coordinated by the Administrator's Project Director.

XI. Contractor Furnished Resources

Contractor agrees to provide the following Contract related resources:

A. Project Manager

Contractor shall provide a Project Manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees and any subcontractors. The Project Manager shall possess the technical and functional skills and knowledge to direct all aspects of the

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project.

The Project Manager will be the Contractor's primary point of contact on this project. Contractor will provide Administrator with the name and contact information of the Project Manager.

B. Key Personnel

Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform the assigned tasks. The Contractor shall provide the Administrator with a list of all personnel and subcontractors assigned to work on the project.

C. Personnel Changes

Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the Administrator. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, the Contractor shall be responsible for providing an adequately qualified replacement in time to avoid delays to the work plan.

D. Other Resources

Contractor will provide other resources as specified below.

1. PC Workstations

Contractor will provide its own workstations and workstation resident software, and provide for the maintenance thereof.

2. Network Connectivity

Any Contractor-provided workstations or devices to be connected to the Administrator's network, must comply with Administrator network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the Administrator's network. All hardware and software must be reviewed and approved by the Administrator before it is used on the Local Area Network.

XII. Administrator Furnished Resources

Any resources of the Administrator furnished to the Contractor shall be used only for the performance of this Contract. Administrator will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

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A. Project Director

The Administrator hereby appoints Scott Griffith, Deputy Judicial Administrator, as Project Director. The Project Director is the principal point of contact for this contract on behalf of the Administrator. The Project Director's contact information is as follows:

Scott Griffith
Deputy Judicial Administrator
Louisiana Supreme Court
1555 Poydras Street, Suite 1550
New Orleans, LA 70112
Phone: 504-568-2025
Fax: 504-568-2027

B. Staff

Administrator will make technical staff available to Contractor at reasonable times and in reasonable time increments to support the work to be done pursuant to this contract.

D. Computer Facilities

Administrator will make the use of its computer facilities available to Contractor at reasonable times and in reasonable time increments to support the work to be done pursuant to this contract.

XIII. Standards and Guidelines

Contractor shall comply with Administrator's standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of Administrator resources described in Section VIII. B.

XIV. Electronically Formatted Information

Contractor shall provide Administrator with all documents in electronic format as well as hard-copy unless otherwise authorized. Electronic media prepared by the Contractor for use by the Administrator will be compatible with the Administrator's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Section VIII. B.

XV. Acceptance of Deliverables

Contract deliverables will be submitted, reviewed, and accepted according to the procedures that follow:

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A. General

Except where this Contract provides otherwise, work will be accepted if it has been performed in accordance with the Project Work Plan.

B. Submission and Initial Review

Upon written notice by Contractor that a deliverable is completed and available for review and acceptance, the Project Director will use best efforts to review the deliverable within ten (10) business days after notice is received. Approvals of deliverables will be in writing.

C. Notification of Acceptance or Rejection

If the Administrator rejects a deliverable, Administrator will notify the Contractor in writing of such rejection, and Administrator will specify those items which if modified or added will cause the deliverable to be accepted.

D. Resubmitting Corrected Deliverables

With respect to rejected deliverables, Contractor will notify Administrator in writing that the deliverable is completed. The Project Director will use best efforts to review such modifications within ten (10) business days after notice is received.

If the Administrator rejects a resubmitted deliverable, the Administrator will notify the Contractor in writing of such rejection, and Administrator will specify those items which if modified or added will cause the deliverable to be accepted.

The parties agree to repeat this process as necessary until all such identified deficiencies are corrected or a determination of breach or default is made.

Final approval of resubmitted deliverables will be in writing.

E. Payment of Retainage Based on Acceptance

Final payment of any retainage will be contingent on acceptance of all deliverables as outlined in the Project Work Plan.

XVI. Compensation and Maximum Amount of Contract

A. Maximum Amount of Contract

In consideration of the services required by this contract, Administrator hereby agrees to pay to Contractor a maximum fee of [\$]. Payment will be made only on approval of the Project Director.

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B. Fixed Price Contract

This is a firm fixed price contract. Contractor is not entitled to receive any other monies or funds from Administrator; and Contractor must provide, pay for, and bear the expense of all labor, travel, board, meals, materials and other out-of-pocket expenses in order to fully and faithfully perform and observe this contract.

The parties have identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. The following have been identified as payment tasks:

Payment Task 1: [Insert task]	Payment for Task: [\$]
Payment Task 2: [Insert task]	Payment for Task: [\$]
Payment Task 3: [Insert task]	Payment for Task: [\$]

[All tasks should be listed here.]

C. Payment Protocol

Payments, less retainage, will be made upon the Administrator's approval of an invoice submitted by Contractor.

D. Amount of Payment

Payments due for each payment task will be multiplied by [#] percent. That amount will be remitted to Contractor. The balance of each payment will be retained until written acceptance by the Administrator of all deliverables provided for by this contract.

One-half of the retained funds will be paid to the Contractor upon the Administrator's acceptance of the invoice for the final task.

The remaining retained funds will be paid to the Contractor upon the conclusion of the warranty period.

E. No Interest Earned on Retained Funds

No interest on retained funds shall accrue to the Contractor.

F. Prohibition Against Advance Payments

No advance payments will be made to Contractor.

XVII. Termination

A. Termination for Cause

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Administrator may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the Administrator shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Administrator may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Administrator to comply with the terms and conditions of this contract; provided that the Contractor shall give the Administrator written notice specifying the Administrator's failure and a reasonable opportunity for the state to cure the defect.

B. Termination for Convenience

Administrator may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

C. Termination for Loss or Reduction of Funding

In the event of notice of the reduction or termination of funding, the Administrator may terminate this contract upon giving 15 days notice to Contractor. In the case of a reduction of funds, the Administrator reserves the right to renegotiate the terms and conditions of this contract with Contractor.

XVIII. Louisiana Law

This contract shall be governed by the laws of the State of Louisiana.

XIX. Ownership of Product

Upon completion or termination of this contract, whichever date is earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of Administrator. All such software, records, worksheets, or materials shall be delivered to the Administrator within thirty days of the completion or termination of this contract.

All code, including source code, will become the property of the Court and code versioning will be tracked on Microsoft Team Foundation Server hosted by the Louisiana Supreme Court Judicial Administrator's Office.

XX. Nonassignability

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No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Administrator. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Administrator.

XXI. Right to Audit

Contractor grants to the Louisiana Supreme Court, Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the Administrator or the State the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

XXII. Record Retention

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after final payment.

XXIII. Fund Use

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

XXIV. Non-Discrimination

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

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XXV. Headings

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

XXVI. Contract Documents

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

XXVII. Amendments in Writing

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Administrator.

THUS DONE AND SIGNED at New Orleans, Louisiana on the ____ day of _____, 2008.

JUDICIAL ADMINISTRATOR OF THE SUPREME COURT OF LOUISIANA:

DRAFT

Hugh M. Collins, Ph.D.
Judicial Administrator
Louisiana Supreme Court

DRAFT

Witness

DRAFT

Witness

CONTRACTOR:

DRAFT

[Contractor's Duly Authorized Representative]

DRAFT

Witness

DRAFT

Witness