



PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



MAIN OFFICE  
2929 RICHARDSON DR.  
AUBURN, CA 95603  
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION  
DRAWER 1710  
TAHOE CITY, CA 96145  
PH: (530) 581-6300 FAX: (530) 681-6377

EDWARD N. BONNER  
SHERIFF-CORONER-MARSHAL

DEVON BELL  
UNDERSHERIFF

**To:** The Honorable Board of Supervisors  
**From:** Edward N. Bonner, Sheriff-Coroner-Marshal  
**Date:** April 12, 2011  
**Subject:** Contract with Principal Decision Systems International (PDSI) for Staffing and Scheduling Software

**Action Requested**

Approve a contract between Placer County Sheriff-Coroner-Marshal and Principal Decision Systems International (PDSI) for TeleStaff staffing and scheduling software and authorize the Purchasing Manager to execute any related documents. The contract period is from May 1, 2011 to April 30, 2014 at a cost of \$77,014 which includes software and two years of maintenance service.

**Background**

At the request of several divisions within the Sheriff's Office, Placer County Sheriff's IT Unit initiated a review of staff scheduling software systems to manage work shifts for the Patrol, Corrections and Dispatch Divisions. After extensive research and technical evaluation Telestaff software was selected as the most able to fit our unique requirement. PDSI is the vendor of the Telestaff software and maintenance. PDSI has extensive experience in the criminal justice sector with over 600 public safety customers; including Concord Police Department, South Placer Fire Department, San Joaquin County Sheriff, El Dorado County Sheriff, Fresno County Sheriff, and Roseville Fire Department. The software system will facilitate greater staff efficiencies by automating the scheduling of staff for regular and emergency shifts; the system generates telephone calls to employees and documents those calls. The current process for shift scheduling is done manually by supervisory staff. In addition the current shift-bid process is lengthy and complex; this software will reduce supervisory and employee time as it relates to bid selections and seniority.

**Fiscal Impact**

The contract period is from May 1, 2011 to April 30, 2014 in the amount of \$77,014 which includes software and two years of maintenance service. The funding from COPS-SLE, Rural Counties and economies and efficiencies within the Sheriff's budget will be utilized to offset the cost of this contact. There is no impact to the County General Fund.

RM USE ONLY  
11-121

# CONTRACT REVIEW

Rev # 2

CONTACT THE DIVISION OF RISK MANAGEMENT WITH ANY QUESTIONS

Phone: (530) 886-2600 Fax: (530) 886-2609

SUBMITTED BY: JANICE GAGE DEPT/DIV: SHERIFF'S ADMIN  
 PHONE: 6965 FAX: X3833  
 CONTACT: JANICE GAGE EXT: 6965 DATE: 4-5-11

PLEASE ATTACH A COPY OF THE ENTIRE CONTRACT

CONTRACTOR/VENDOR NAME: PDSI-TELESTAFF

SUBJECT OF CONTRACT: Staffing/scheduling software and maintenance

ADDITIONAL INFORMATION/NOTES: Recommended Changes Made RM#11-121

1M added to Pg 4 #15

— FOR RISK MANAGEMENT USE ONLY —

DATE RECEIVED: 4/5/11

11-121  
RM REVIEW #

REVISIONS REQUIRED AND NOTED  
*Resubmit Revised Contract to Risk Mgmt.*

APPROVED

COMMENTS: \_\_\_\_\_

DATE RETURNED: 4/5/11 REVIEWED BY: JAN KOREY

EBIX Profile/Contract:   1A  2  2A  3  4  5

Administering Agency: Placer County Administrative Services

Contract No. \_\_\_\_\_

Contract Description: TELESTAFF Scheduling Software

**COPY**

### CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of May 1, 2011 to April 30, 2014, by and between the County of Placer, ("County"), and PDSI (Principal Decision Systems International) ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A: TeleStaff Implementation Services Partnership Agreement. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B: TeleStaff Software License Agreement. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. The amount of the contract shall not exceed **seventy-seven thousand thirteen dollars and fifty cents** (travel expenses for PDSI staff pursuant to section 8 of Exhibit B).
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified herein, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit B: TeleStaff Software License Agreement shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent

performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

11. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. **GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily Injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**13. ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-

insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**14. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**15. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000) in aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

- 16. Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

- 17. Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

**18. Personnel.**

- A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, at any time during the term of this Agreement, identifies a competency issue with any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall address and resolve the issue immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as the "PDSI Project Manager (PM) and PDSI Account Executive" in Exhibit A: TeleStaff Implementation Services Partnership Agreement, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 20 (Termination) of this Agreement only for that work performed by Project Team members.

- 19. Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

**20. Termination.**

- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination,

Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B: TeleStaff Software License Agreement, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
22. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
23. **Ownership of Information.** All documents developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder for the County's internal use only. The County recognizes that Contractor has made significant investments in its pre-existing intellectual properties and holds registered copyrights. Without Contractor's express, prior written consent, County shall not post or transmit Contractor's documents on or through any internet, listserv, website, or otherwise publish or publicly disseminate or distribute any documents without the prior written consent of the Contractor. The County shall have the right to modify documents solely for the County's internal purposes, but agrees to maintain Contractor's copyright notices on documents. County agrees that any works such created are derivative works within the meaning of the U.S. Copyright Act. County acknowledges and agrees that as between County and Contractor, Contractor exclusively owns and retains all right, title and interest (including, without limitation, all patent rights, copyrights, trademarks, trade secrets and other intellectual property rights). The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
24. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid

in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

26. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
27. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 20, Termination.
28. **Background.** Contractor's proposed staff (and substitutes, alternates or subcontractors) will at minimum undergo background check via Live Scan fingerprint process. Contractor staff with any access to law enforcement data will submit to Live Scan fingerprinting and a comprehensive law enforcement criminal background check conducted by Placer County Sheriff.
29. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
30. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

County of Placer:  
Placer County Sheriff's Dept.  
Attn: Erik Carlson  
2929 Richardson Drive  
Auburn, CA 95603

Phone: 530-889-6960  
Fax: 530-889-6959

Contractor:  
PDSI (Principal Decision Systems International)  
Attn: Celeste Patzold  
50 Corporate Park  
Irvine, CA 92606

Phone: (800) 850-7374 ext. 1277  
Fax: (714) 703-3000

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**County of Placer**

By: \_\_\_\_\_  
Printed Name/Title: Jim Boggan, Purchasing Manager

Approved As to Form – County Counsel:

By: \_\_\_\_\_

**Contractor - Principal Decision Systems International\***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President/Vice President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

*\*If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

**Exhibits from PDSI:**

- A. Implementation Services Partnership Agreement
- B. Software License Agreement
- C. Hardware Specifications
- D. Annual Service and Support

## Exhibit A:

### TeleStaff Implementation Services Partnership Agreement

#### IT IS EXTREMELY IMPORTANT THAT CUSTOMER UNDERSTAND THE FOLLOWING:

For the fee for Implementation Services specified in paragraph 5 of Exhibit B: TeleStaff Software License Agreement, PDSI will train CUSTOMER on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise a summary of the TeleStaff Implementation Services. NOTE: This Exhibit (A) outlines the recommended approach to the implementation process, based on PDSI's experience with its customers. Because of the highly configurable nature of TeleStaff, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE WILL BE DEVELOPED BY CUSTOMER AND PDSI DURING THE PROJECT.)

**DEPLOYMENT PLAN:** The following tasks are part of the Deployment Implementation Process. When CUSTOMER completes these tasks they will be in production with the TeleStaff Roster and Calendar and will be able to reap the benefits associated with centralized staffing, audit trails, emergency notifications, reports, and feeds to down stream systems. At the end of this process, users will be able to request leave, sign up for overtime, and respond to emergency call outs via phone, client, or web access.

- **Project Initiation:** An INTRO CALL with the PDSI Project Manager (PM), PDSI Account Executive, and CUSTOMER sponsor is held to discuss expectations, and roles and responsibilities. This meeting ensures the appropriate resources are assigned to CUSTOMER project team and that the scope of the project is accurately defined. After the INTRO CALL, PM sends CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff. A TECH CALL with the PM and CUSTOMER sponsor, CUSTOMER project lead and IT representative, is held to review hardware and software specifications. The PM is responsible for guiding CUSTOMER through the implementation process; however, **CUSTOMER is ultimately responsible for a successful implementation**, including allocating appropriate resources.
- **Project Planning:** A PROJECT PLAN CALL with PM, CUSTOMER sponsor and CUSTOMER project lead is held to create and refine the project plan. The Project Plan details the specific tasks with due dates, predecessors, and owner. The plan also details CUSTOMER and PDSI deliverables, milestones, and status. After the call, a Project Plan is provided to the CUSTOMER.
- **Project Kick-Off:** The PM and CUSTOMER project team hold a KICK-OFF CALL to review the Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) are discussed. Lastly, the PM will direct CUSTOMER to review the training videos and review training manuals which can be downloaded from the TeleStaff website. In order to understand basic TELESTAFF functionality and terminology, it is imperative that every member of the Project Team reviews this tutorial BEFORE DATABASE REVIEW. CUSTOMER will provide Daily Detail Roster Sheets before DATA COLLECTION.
- **Hardware Setup:** Prior to DATABASE REVIEW, CUSTOMER must have TELESTAFF server and software installed and functional. PDSI will ship any TELESTAFF hardware (that was purchased through PDSI – dialogic telephony cards, dongles, etc.) to CUSTOMER and provide the necessary installation documentation.
- **Data Collection:** This phase begins with a DATA COLLECTION Web Conference call with the PM and CUSTOMER project team during which the PM will instruct CUSTOMER project team to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, the PM will review organization structure with CUSTOMER. CUSTOMER will provide the data which the PM will use to create a database.
- **Database Review:** Once PDSI receives all pertinent data from CUSTOMER, the PM will create a TELESTAFF database. The PM and CUSTOMER review the initial database (via Web Conference). PM will make recommendations to CUSTOMER as to how to rework the database to accurately reflect CUSTOMER organizational structure. CUSTOMER will then spend time re-working the database.
- **Deployment Configuration:** The PM will work with CUSTOMER via Web Conference calls to perform basic configuration of TeleStaff, including work codes and rules associated with work code usage. After each call, CUSTOMER will apply the acquired knowledge and complete the setup tasks.
- **Testing & End-User Training:** Once the roster and work codes are configured by CUSTOMER, rigorous testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that the CUSTOMER needs for Deployment of the roster, calendar, and work codes, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning super users to test the system, creating test scripts, and conducting any configuration re-work necessary

to get the system ready. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes).

- **Deployment:** Deployment is typically in 2 stages: parallel testing for 2 weeks, then full Deployment of the roster, calendar, and work codes in a production environment throughout the entire organization.

*Advanced Configuration Plan is PHASE 2 of Implementation. These services apply if section 5 of the license agreement has included the fees associated with PHASE 2*

#### **ADVANCED**

**CONFIGURATION PLAN:** The following tasks are part of the Advanced Configuration Process. Once CUSTOMER has successfully deployed the TeleStaff Roster, Calendar, and Work Codes into a production environment, they can proceed to the Advanced Configuration Process to add intelligent staffing functionality to TeleStaff. At the end of this process, staffers will be able to automate intelligent staffing functionality in TeleStaff.

- **Review Project Scope:** PM will work with CUSTOMER to review project scope and objectives.
- **Staffing Process Review:** PM will instruct CUSTOMER on how to effectively analyze and document the current process the department follows to fill vacancies. After the staffing diagrams are completed, a call occurs with the PM and the CUSTOMER project team to review the current staffing process. The current process is defined and, if necessary, revised and standardized within the department. The PM will create a Project Scope document defining project objectives agreed upon by both parties.
- **Advanced Configuration Training:** CUSTOMER must dedicate appropriate resources for configuration training. The purpose of the ADVANCED CONFIGURATION TRAINING is to train CUSTOMER on how to configure for intelligent staffing, have CUSTOMER actually configure the rules, and begin testing the configuration. ADVANCED CONFIGURATION TRAINING occurs at PDSI's training facility in Irvine, CA. The ADVANCED CONFIGURATION TRAINING class has a maximum duration of 5 days. The actual duration will depend on CUSTOMER's business needs.
- **Testing and Training:** Once TELESTAFF is fully configured by CUSTOMER, rigorous configuration testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that CUSTOMER needs for production of intelligent staffing, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan; assigning users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for any additional training (including creating a training plan, creating training documentation, and conducting super-user training classes).
- **Production with Advanced Functionality:** PM and CUSTOMER project team review the PDSI TeleStaff Help Desk procedures. From this point forward, the Help Desk will be the first point of contact for technical issues with TELESTAFF.

## Exhibit B:

### TeleStaff Software License

#### Agreement

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International** ("PDSI") that has its principal place of business at **50 Corporate Park, Irvine, CA 92606**, and **Placer County Sheriffs** ("CUSTOMER"), that has its principal place of business at **2929 Richardson Drive, Auburn CA 92603**, for the exclusive use of **Placer County Sheriffs** shall be subject to the following terms and conditions:

**Whereas**, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

**Whereas**, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

**Whereas**, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

**Whereas**, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

#### 1. Ownership and License of TELESTAFF

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

#### 2. Copyright and Proprietary Protection

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;
- (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;
- (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. Execution Date. The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. Term. This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Exhibit C: TeleStaff Hardware Specifications for the recommended TELESTAFF hardware specifications.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
	TELESTAFF Enterprise Software License for 315 SHERIFF Staff Members	\$ 44,100
	Sales Tax at 8.25% on TELESTAFF Software License	\$ 3,638
	TELESTAFF Implementation Services for 315 SHERIFF Staff Members for phase 1 and phase 2	\$ 20,000
	One year of PDSI-hosted Web Access for 315 Staff Members	Included
	AUCTIONS Software License for 315 Staff Members	\$ 12,560
	Sales Tax at 8.25% on AUCTIONS Software License	\$ 1,036
	Sybase Concurrent Connections (1) Qty: 12	\$ 1,500
	Sales Tax at 8.25% on Sybase Concurrent Connections (1)	\$ 124
	4 Port Telephony Hardware Qty: 1	\$ 1,000
	Sales Tax at 8.25% on 4 Port Telephony Hardware	\$ 83
	4 Port Telephony License (Dongle) Qty: 1	\$ 900
	Sales Tax at 8.25% on 4 Port Telephony License (Dongle)	\$ 74
	Multi-Agency Discount	\$- 8,001

**Total Initial Acquisition Cost**

**\$ 77,013.50**

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph until 7/26/2011.
7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. CUSTOMER does hereby agree to the payment terms for each component.

<u>Initial</u>	<u>Component</u>	<u>Due</u>
	TELESTAFF Enterprise Software License and applicable Sales Tax for 315 Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	TELESTAFF Implementation Services for 315 SHERIFF Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	TELESTAFF Phase 2 Implementation Services for 315 SHERIFF Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	One year of PDSI-hosted Web Access for 315 Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	AUCTIONS Software License and applicable Sales Tax for 315 Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	Sybase Concurrent Connections (1) and applicable Sales Tax	Net 60 Days
	4 Port Telephony Hardware and applicable Sales Tax	Net 60 Days
	4 Port Telephony License (Dongle) and applicable Sales Tax	Net 60 Days

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Exhibit A: TeleStaff Implementation Services Partnership Agreement.

9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Exhibit A: TeleStaff Implementation Services Partnership Agreement. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Exhibit A will be at an additional cost.
10. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twenty-four (24) months following the Execution Date. See Exhibit D: TeleStaff Annual Service and Support for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF for 315 SHERIFF Staff Members – 2 <sup>nd</sup> Anniversary of the Execution Date	\$ 7,913
	AUCTIONS for 315 SHERIFF Staff Members – 2 <sup>nd</sup> Anniversary of the Execution Date	\$ 2,260
	Subsequent anniversaries during term	3% maximum increase over previous period
	<b>Total Annual Service and Support</b>	<b>\$ 10,173</b>

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support reinstatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF as defined in Exhibit D.

Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledges that Annual Service and Support will increase as specified in Section 12 beginning with the next renewal period.

11. **Web Access.** Access to TELESTAFF via the web is hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew web access:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	Web Access for 315 SHERIFF Staff Members - 1 month after 2nd Anniversary of the Execution Date	\$ 5,538
	Subsequent 2 <sup>nd</sup> anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew web access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access from the Internet.

12. **Increases in License Capacity:** CUSTOMER may increase the capacity of its TELESTAFF license at a future date in increments of 50 staff members for an additional fee. CUSTOMER acknowledges that increasing its TELESTAFF license capacity will also cause an increase in Annual Service and Support, and Web Access services (PDSI-hosted Usage or Self-Hosted License and Annual Service and Support), if applicable. The following table shows the current pricing for all upgradeable components, however, pricing is subject to change without notice. Increases in TELESTAFF Annual Service and Support, PDSI-Hosted Web Access, and Self-hosted Web Access Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF License Upgrade	\$ 7,500 per 50 staff members
	TELESTAFF Annual Service and Support	22% of TELESTAFF License Upgrade PLUS current Annual Service and Support amount
	PDSI-hosted Web Access Usage Fee (if applicable)	15% of TELESTAFF License Upgrade PLUS current WEBSTAFF Usage amount

	Web Access Self-Hosted License Upgrade (if applicable)	\$ 3,000 per 50 staff members
	Web Access Self-Hosted Annual Service and Support (if applicable)	20% of Web Access Self-hosted License Upgrade
	Hourly rate for Additional Training as specified in Exhibit A: TeleStaff Implementation Services Partnership Agreement	\$ 200 per hour

13. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Exhibit C:

### TeleStaff Hardware Specifications

#### **PDSI DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER**

CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE TECHNICAL (HARDWARE/SOFTWARE/NETWORK) ENVIRONMENT IN WHICH TELESTAFF OPERATES. AS SUCH, CUSTOMER IS RESPONSIBLE FOR ALL ENVIRONMENTAL CONSIDERATIONS INCLUDING BUT NOT LIMITED TO OPERATING TELESTAFF IN VIRTUAL ENVIRONMENTS. CUSTOMER IS ALSO RESPONSIBLE FOR CONFIGURING FIREWALL AND SECURITY SETTINGS SO THAT TELESTAFF AND WEB ACCESS COMPONENTS ARE OPERATIONAL. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ANALOG TELEPHONE PORTS AND/OR ALTERNATIVE DIGITAL OR VOIP SYSTEMS. PDSI SPECIALISTS CAN PROVIDE TECHNICAL INFORMATION AND RECOMMENDATIONS BUT CAN NOT BE RESPONSIBLE FOR CUSTOMER'S UNIQUE TECHNOLOGY ENVIRONMENTS.

Following are the **MINIMUM** specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

**NOTE: The following recommended specs are for a single server running all TeleStaff components.**

#### **Server Specs:**

- a. Minimum (<500 Staff)
  - i. Dual Core Xeon Processor(s)
  - ii. 2GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device
- b. Minimum (<1000 Staff)
  - i. Quad Core Xeon Processor(s)
  - ii. 4GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device
- c. Minimum (<2000 Staff)
  - i. Dual Quad Core Xeon Processor(s)
  - ii. 4GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device
- d. Minimum (>2000 Staff)
  - i. Dual Quad Core Xeon Processor(s)
  - ii. 8GB RAM
  - iii. RAID-5 Storage (At least 15K RPM Drives)
  - iv. PCIe slot(s) for Dialogic Card(s)
  - v. Any Sound Device

#### **Operating System:**

The following Operating Systems are currently supported for the Server:

- Windows Server 2000
- Windows Server 2003
- Windows Server 2003 Enterprise Edition
- Windows Server 2008 – TeleStaff 2.61 only

**Please note:** Currently 64-bit Operating Systems are supported. To utilize more than 3GB of RAM you must use the Enterprise version of Windows Server. TeleStaff is not compatible with Small Business Server or Web Edition.

#### **Telephony Components (Purchase from PDSI):**

- 4- or 12-port port Dialogic Telephony system

- D4PCIU4SW – PCI 2.2x compliant board (universal connector)
- D4PCIU4SEW – PCI Express form factor Both the D4PCIU4SW and D4PCIU4SEW are 4 port cards. They are half-length.
- D120JCTLS – PCI 2.2x compliant board (universal connector)
- D120JCTLSEW – PCI Express form factor  
Both the D120JCTLS and D120JCTLSEW are 6 port cards, which can support up to 12 lines. They are full-length.
- Telephony system dongles (4- or 12-port)

**Sybase Licenses (Purchase from PDSI):**

- Sybase Client database License (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

**Phone System:** Telephony features of TeleStaff are tested and compatible with the POTS analog telephone standard. PDSI does not support department phone systems that are not compliant with this standard.

**TeleStaff Performance:** The specs provided are MINIMUM hardware requirements. TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. If the potential for any of these factors exists, PDSI recommends a dual-core processor server with at least 4 GB of RAM and recommends that the County consider component distribution as discussed below.

**OPTION: Application Distribution**

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers. Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. For departments with over 1000 users, PDSI recommends utilizing more than 1 server.

**Recommended Minimum Client Machine Specs:**

- Pentium IV Class 2.4 GHz CPU
- 2 GB RAM
- 40 GB Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Network Interface Card
- Windows 2000, Vista, or XP
- Windows 7 – TeleStaff 2.61 only

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

**Optional Separate Web Server Minimum Specs:**

- Minimum (<500 Staff)
  - Pentium 4 3.0 Ghz
  - 2GB RAM
  - 40GB Hard Drive
- Minimum (<1500 Staff)
  - Pentium 4 3.0 Ghz
  - 4GB RAM
  - 40GB Hard Drive
- Minimum (>=1500 Staff)
  - Dual Core Xeon Processor
  - 8GB RAM
  - 40GB Hard Drive

**Exhibit D:**

**TeleStaff Annual Services and Support**

"Normal Business Hours" are 6:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays and other office closures (notification of which will be provided to CUSTOMER).

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI through PDSI's web portal (<http://slxweb.pdsi-software.com/>). Please contact PDSI for a unique login ID and password. CUSTOMER must provide exact verbiage from error messages, screenshots showing details, and any other information relevant to giving an accurate description of the error. The ticket number generated by the portal shall be used for all subsequent inquiries relating to the original problem.

The web portal is the preferred method of logging issues. A second option is to call the main support line. This line is answered either by a PDSI representative or an automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this Exhibit, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with a LIVE status. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

**Annual Usage Review**

CUSTOMERS current on service and support fees are entitled to request an annual TeleStaff usage review. The usage review consists of a web conference during which PDSI reviews CUSTOMER's daily staffing process and their TeleStaff configuration. PDSI will make suggestions on process and usage improvements, if relevant, and direct CUSTOMER to support website for written documentation and recorded webinars on commonly used features of TeleStaff.

**Ticket Priorities**

<b>Priority One</b>	
Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of possible Priority-One issues by calling PDSI at 866-324-1598. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

<b>Priority Two</b>	
Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.

Initial Response:	During Normal Business Hours, PDSI will respond within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond by the next business day. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

<b>Priority Three</b>	
Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"> <li>• Reporting errors or calculation problems</li> <li>• Documentation inaccuracies</li> <li>• Cosmetic issues</li> <li>• Misspellings</li> <li>• Product Enhancement requests</li> <li>• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation</li> </ul>
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within one Business Day.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.

**TeleStaff Enhancements**

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

Version X.YZ where:

- Changes in X represent a significant change in product functionality (**Major Release**)
- Changes in Y represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (**Enhancement Release**)
- Changes in Z represents a minor change to the program to accommodate a software error or cosmetic change (**Update Release**)

Under the TeleStaff Service and Support plan, CUSTOMERs receive **Update Releases** and **Enhancement Releases** as they become available at no additional charge. **Major Releases** will be available for an additional fee

