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08-0182

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

1. PARTIES

A. Address

THIS AGREEMENT FOR THE VITAL STATISTICS IMAGING AND INFORMATION RETRIEVAL SYSTEM ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **AMERICAN CADASTRE, LLC, D/B/A AmCad** ("Contractor"), a Virginia limited liability company doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City	Contractor
Director, Health & Human Services City of Houston P.O. Box 1562 Houston, Texas 77251	American Cadastre, LLC, d/b/a AmCad 15867 N. Mountain Road Broadway, VA 22815

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

AMERICAN CADASTRE, LLC
d/b/a AmCad

By: _____
Name: L. V. HERRMAN
Title: Executive Vice President

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

By: _____
Name: Michael B. Battaglia
Title: Vice President

APPROVED:

Director, _____

APPROVED AS TO FORM:

_____
Assistant City Attorney
L.D. No. 0380700110001

CITY OF HOUSTON, TEXAS
Signed by:
Bill White
By: _____
Mayor

ATTEST/SEAL:

_____
City Secretary

_____

COUNTERSIGNED BY:

_____
City Controller

DATE COUNTERSIGNED:

3-17-08

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Acceptance" means approving the System for use by City after testing the System to ascertain that the System works according to Contractor's Documentation and the requirements of this Agreement as set out in Section IV (F) of this Agreement. Acceptance also means the Director's approval of Deliverables listed in Exhibit "B" including Project documents and scanned and indexed images set out in the "Project Implementation Plan."

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"Bureau of Vital Statistics" or "Bureau" means the City agency charged with maintaining vital statistics records for the City of Houston.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means the City Purchasing Agent or the Director of the City's Health and Human Services Department, or designee.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Documentation" means the manual provided by Contractor detailing the System's design, operations and instructions for using the System to obtain the desired results from the software operating system and hardware on which it is used.

"Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation".

"Installation Site(s)" means the City's office of Health and Human Services located at 8000 N. Stadium Drive, Houston, Texas 77054. .

"Notice to Proceed" means a written communication from the Director to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Project" means the custom-modification and implementation of Contractor's AiVitals program under this Agreement to run the Vital Statistics Imaging and Information Retrieval System for the City's Bureau of Vital Statistics.

"Reasonable Travel Expenses" mean the ordinary and reasonable cost of travel by Contractor's training instructors from their city of location to Houston and back, up to a maximum of $10,000. Reasonable Travel Expenses are expenses that do not exceed the amount established under the City's current travel reimbursement policy for its employees, including automobile mileage reimbursement, common carrier coach or economy fares, ground transportation expenses, and, for overnight trips, the cost of lodging and meals if such travel is reasonably necessary to accomplish a task directly related to the project, and if reservations are made as far in advance as feasible.

"System Software" means Contractor's AiVitals software program being licensed by the City under this Agreement to run the System being provided by Contractor under this Agreement.

"Vital Statistics Imaging and Information Retrieval System" or "System" means the on-line database proposed by Contractor in response to City's RFP S37-T22357 to house data gathered by the City's Bureau of Vital Statistics to enable the Bureau to issue certified copies of birth and death certificates to residents of the City of Houston.

III. DUTIES OF CONTRACTOR

A. Scope of Services

(1) In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A".

(2) Contractor shall grant City a non-exclusive, non-transferrable perpetual license to use its AiVitals software program to run the City's Vital Statistics Imaging and Information Retrieval System. Under this license, City has the right to permit an unlimited number of City end-users to access the System.

(3) Contractor shall transfer to City licenses obtained from Third Party Software vendors for all Third Party Software licenses purchased for the System under this Agreement.

(4) Contractor shall provide City with at least one complete copy of the most current version of the executable code and applicable documentation for all modules of the installed, modified, tested and Accepted AiVitals software program for the System.

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

D. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

E. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND

INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

F. <u>INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT</u>

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD

HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

G. <u>INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY</u>

_____CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND

THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

H. INDEMNIFICATION - PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

I. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

(1) Commercial General Liability insurance including Contractual Liability insurance:

$500,000 per occurrence; $1,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

(3) Professional Liability

$1,000,000 per occurrence; $1,000,000 aggregate

(4) Automobile Liability insurance

$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

All insurance polices must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

(1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

(2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

J. Warranties

1. Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

2. Software Warranty. Contractor warrants that the System Software it provides under this Agreement will be free of any defects in workmanship or materials for a period

of one year starting from the date of Acceptance.

3. Third Party Software Warranty. Contractor shall provide the City with warranties, if any, provided by the licensor of the Third Party Software licensed to City under this Agreement.

4. Third Party Hardware Warranty. Contractor shall provide the City with the warranties, if any, provided by the manufacturer of all Third Party Hardware purchased for the City under this Agreement. Contractor shall assist the City in any warranty claims against such manufacturers related to the hardware provided pursuant to such warranty terms during the term of this Agreement and the manufacturer's warranty period. Contractor shall also assist the City in coordinating with manufacturer's technical support to ensure that any replacement parts required for the repair of the hardware are obtained from the manufacturer during manufacturer's warranty period and the term of this Agreement.

K. Confidentiality - Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

L. Use of Work Products - City may use all documents

(1) The City may use all notes, plans, computations, databases, tabulations, exhibits,

photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

(2) Contractor warrants that it owns the copyright to the Documents.

(3) Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

M. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

N. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

O. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C".

P. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements

and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

(a) a copy of its drug-free workplace policy,

(b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

(c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and

Contractor shall secure and maintain the required documents for City inspection.

_____Q. Minority and Women Business Enterprises

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 5 % of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

(1) subcontracts and supply agreements with Minority Business Enterprises,

(2) subcontracts and supply agreements with Women's Business Enterprises, and

(3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is $50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

R. Pay or Play Policy

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

S. Personnel of Contractor

Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

IV. DUTIES OF THE CITY

A. Payment Terms

1. Upon Acceptance of each Deliverable by the Director, City shall pay and Contractor shall accept the amount listed for providing each Deliverable in Exhibit "B" of this Agreement. The total cost of providing all Project Deliverables including System Software licenses and four million scanned & indexed images as set out in Exhibit "B" shall not exceed $1,007,500.00.

2. Upon the Director's approval of expenses submitted by Contractor, City shall reimburse Contractor's actual expenses for airfare, taxis, parking, meals and lodging ("Reasonable Travel Expenses") for site-visits by Contractor's consultants as set out in Exhibit "A." In no event shall the City pay for Reasonable Travel Expenses for the System implementation Project in an amount to exceed $10,000.00.

3. One year from the date of Acceptance of the System and subject to the allocation of funds as set out in Section IV, G below, City shall pay and Contractor shall accept the

annual maintenance and technical support fee of $45,000.00 for the System Software, effective the day following the completion of one year of Contractor's free maintenance and technical support.

4. Subject to the allocation of funds as set out in Section IV, G below, City shall pay and Contractor shall accept $47,500.00 for the second year of maintenance and technical support services for the System Software, effective the day following the completion of the first year of paid maintenance and technical support as set out in Section IV, A(2) above.

The City is paying Contractor the annual maintenance fee in advance at the beginning of each year to lock in the rate for that year. The City may audit all payments made by Contractor at a later date. Contractor shall refund any overpayments uncovered in the audit. If this Agreement is terminated before the end of a period for which payment has been made in advance, Contractor shall refund a percentage of the City's advance payment equal to the percentage of the prepaid period remaining after termination. This refund must be made within 30 days of the termination of this Agreement.

B. Addition of Sites

During the term of this Agreement, the Director has the option to request Contractor in writing for additional licenses for running the System Software at locations not listed in Exhibit "A." In the event the Director requests Contractor in writing for additional licenses at locations not listed in Exhibit "A," then Contractor shall provide additional licenses at prices set out in Exhibit "A." For purposes of this section, the "Start Date" means the date contained in the Director's written request

as the date on which Contractor must activate the licenses identified in Director's written request. As of the Start Date, such additional licenses shall be subject to this Agreement as if they had been a part, but the license fee for such additional circuits shall start to accrue only as of the Start Date. The total charges for additional licenses requested by the Director under this section must never exceed 25% of the original contract amount unless:

(1) the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or

(2) the City acquires the additions from Contractor through a competitive bid or competitive proposal.

C. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

D. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall pay Contractor within 30 days of the receipt and approval of the invoices.

E. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request

remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

F. Acceptance of the System

Beginning promptly after completion of System installation, the City shall operate the System for a 30-day Trial Period, with Contractor providing Support Services.

If during the Trial Period, the tests the City conducts indicate that the System is not performing in accordance with Contractor's Documentation or the requirements of this Agreement, Contractor will have 30 days to correct the problem(s), at which time the City will have an additional 15 days to retest the corrections.

The City shall notify Contractor of any non-conformity between the System and the Documentation and provide documentation of the non-conformity to Contractor as soon as practicable after discovery.

The City shall accept the System when: (i) the System and related Documentation have been completely delivered and installed, and (ii) the System has, by the end of the 30-day Trial Period, successfully operated in accordance with Contractor's Documentation and the requirements of this Agreement. The City shall reject the System if at the end of the 30-day Trial Period (plus any time the City provides to Contractor to correct defects), the System has not performed in accordance with Contractor's Documentation and Contractor is unable to correct the deficiency.

If the City rejects the System, it will be returned to Contractor at no cost to the City and the City will not pay for the use of the System or any other applicable goods or services under this Agreement. Contractor shall return to the City all sums paid to it under this Agreement within 30 days of rejection of the System. The City reserves all other available rights at law or in equity.

G. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of $1,050,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the"[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of $_____, upon the request of the Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is $_____.

SIGNED:

(Signature of the City Controller)
City Controller of the City

REQUESTED:

(Signature of the Director)
Director, Health and Human Services

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

H. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for three years unless sooner terminated under this Agreement (the "Initial Term").

B. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

At the end of the second successive one-year term, if the Director extends this Agreement to permit Contractor to complete its performance, then, the Director may in his or her sole discretion extend the time so long as such extension does not exceed 90 days. The 90-day extension of time does not require an amendment of the Agreement and Contractor is not entitled to damages for delay(s) regardless of the cause of such delay(s).

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Contractor shall refund prorata advance technical support and maintenance fees paid for the period remaining after the termination of this Agreement in the manner set out in Section IV, A.

TERMINATION OF THIS AGREEMENT IS CONTRACTOR'S ONLY REMEDY FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A

DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

(1) Contractor fails to perform any of its duties under this Agreement;

(2) Contractor becomes insolvent;

(3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

(4) a receiver or trustee is appointed for Contractor.

If default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this

Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:

(a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

(b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended

only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does

not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that

expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

P. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

R. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

S. CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor shall provide the City with a Vital Statistics Information System with the technical specifications proposed by Contractor in response to City's RFP S37-T22357 which are attached to and made a part of this Agreement as Exhibits "A-1" and "A-2."

2. Contractor warrants that it can provide the Vital Statistics Information System with the specifications detailed in Exhibit "A-1" and all the professional services set out in Exhibit "A" of this Agreement for $1,007,500.00. Contractor also warrants that Contractor's Reasonable Travel Expenses capped at $10,000, which would bring total Project costs to $1, 017,500.00, are reasonably necessary for Contractor in its performance of services under this Agreement.

3. Contractor warrants that the System it provides under this Agreement will meet the City's requirements for a System that is capable of:

   a. directly downloading images and indexing files of births and deaths from the Texas State Registrar system into the new System;

   b. storing all data converted and imported from the legacy system;

   c. providing remote access to Bureau staff from satellite locations;

   d. interfacing with a commonly-used data-platform to enable City residents to make online applications using their browser and online payments using their credit cards through a secure, encrypted web-site;

   e. backing up data through scheduled backups, including full and incremental backups of both the database and images;

f. providing access to a remote redundant server on which all current data will be stored for contingency access and disaster recovery purposes;

g. being run on its uninterrupted power supply source 24 hours a day and 365 days a year via Bureau workstations and printers;

h. being installed on mobile units provided by City for use at various City locations to enable Bureau staff to provide certified copies of birth and death certificates to residents of the City of Houston; and

i. allowing Bureau staff to access indexed data by all fields by which such data is indexed and to print copies of data stored in the System.

3. Contractor shall provide onsite scanning services by scanning all birth and death certificates and other documents provided by the Director for storage on the System.

4. Contractor shall provide Bureau staff with back-up procedures to enable City Bureau staff to incrementally back-up System data on disk or tape every week for storage at a City designated local offsite storage facility. Contractor understands that Bureau staff need to access such data stored on tapes or disks to restore data whenever data is lost due to problems with System hardware.

5. In addition to data stored by City at a local offsite storage facility, Contractor shall also store monthly all City data backed up every month on its server located in Rock Island, Illinois for use by City in a contingency such as a catastrophic event in the City or a fire on City premises where the database is located.

6. SOFTWARE MAINTENANCE

Contractor shall provide maintenance and technical support for the System

Software before, during and after Acceptance of the System Software, by:

a. assigning a qualified, trained and experienced Customer Support Manager to be the City 's first level of contact for:

   i. Tracking all outstanding support issues that have been referred;

   ii. Keeping the Director updated on current status of open issues;

   iii. Working with the Director to prioritize support issues; and

   iv. Coordinating the release of updates with the Director.

b. making the assigned Customer Support Manager available to the Director at (703) 787 - 7775, (Contractor shall provide the Director with 30 days advance written notice regarding change of Customer Support Manager's phone number at (703) 787 - 7775;

c. issuing passwords to the Director and staff designated by Director to use Contractor's website notification system to send e-mails on support issues to Contractor at http://tracker.landrecordsonline.com;

d. ensuring that all emails sent by Director regarding support issues are tracked on Contractor's Tracker System for prompt notification of the assigned Customer Support Manager and other staff that require to be notified;

e. assigning the following officials to the City account for the Director to contact in order to escalate support matters whenever the Director needs to do so:

   i. Deputy Vice President Implementation - Second Contact after Customer Support Manager at (703) 787 -7775 (extension 111) and

Cell: (571) 283 - 9725;

ii. Senior Vice President of Implementation and Support - Third Contact at (703) 787 -7775 (extension 108) and Cell: (703) 915 - 4272; and

iii. Chief Operations Officer - Fourth Contact at (703) 787 -7775 (extension 107) and Cell: (703) 585-0135. (Contractor shall provide the Director with 30 days written notice regarding a change in any of the phone numbers listed above for escalating support matters.)

Severity Levels and Levels of Support

f. Contractor shall provide the following levels of software support based on the severity of the software problems encountered by the Director as set out below:

i.

Severity Level	Level 1
Description	Software problem does not affect the day-to day operation of the System.
Notification	Director shall notify Customer Support Manager during the "Principle Period of Support", viz., between the hours 7:00 A.M to 4:00 P.M., Central Standard Time.
Response Time	As soon as it is possible for Contractor to find a solution to the problem.

ii. Severity Level Level 2

	Description	software problem makes part of the System not operation even though the Director can have work processed on the System.
	Notification	Director shall call (703) 787 (7775) (extension 0) and ask for support, during the hours 7:00 A.M and 4:00 P.M, CST; and send an email to jcognetti@amcad.com.
	Response Time	8 hours from the time the Director notifies Contractor via phone, Contractor shall find a work around for the problem.
iii.	Severity Level	Level 3
	Description	software problem that impairs general office operations and requires immediate assistance.
	Notification	Director shall call (703)787-7775 and notify Customer Support Manager about the problem.
	Response Time	4 hours from the time the Director notifies Customer Support Manager via phone, the problem must be resolved.

The Director shall escalate the matter to the next level as set out in (e) above in the event the person notified as set out in this Section does not respond with a solution within the response times set out above.

Annual Technical Support and Maintenance Fees for System Software

In the event the City exercises its option to extend this Agreement for two consecutive one-year terms as set out in Section V(B), then, subject to the allocation of funds, City has the option to extend the maintenance and technical support for the System Software at the rate of $49,613.00 for the first renewal one-year term and $52,092.00 for the second renewal one-year term.

7. Training

Contractor shall assign qualified, experienced and skilled training consultants to train City end-users and IT staff responsible for operating and maintaining the System. Contractor shall provide five days of training, for eight hours a day at a City facility identified by the Director for City end-users and IT staff designated by the Director to undergo such training. In consultation with the Director, Contractor shall instruct its training consultants to provide City end-users with the type of training they need to use the System to search, find and print documents for members of the public who come to the City for such documents. In addition, in consultation with the Director, Contractor shall instruct its training consultants to provide the IT staff responsible for operating and maintaining the System by accessing technical support from Contractor with the types of training they need to perform such functions.

City's Responsibilities

8. City shall provide sufficient workspace for Contractor's employee/scanning technician assigned by Contractor to scan documents onsite at the City facility located at 8000 Stadium Drive, Houston, Texas 77054.

EXHIBIT "A-1"

TECHNICAL SPECIFICATIONS OF THE VITAL STATISTICS IMAGING AND INFORMATION RETRIEVAL SYSTEM

A Vitals System Overview

AmCad, LLC
Proprietary and Confidential
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AmCad

Automating

Records

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1 Introduction

1.1 About AmCad

AmCad is a full service technology service and solutions provider for state and local government agencies. Founded in 1986, AmCad was formed to partner with government in the development and implementation of "automating" technologies – specifically in the automation of public records. For more than 18 years, AmCad's continued success has enabled the steady, controlled expansion of our customer base and our solution suite – while continuing to provide state-of-the-art, award-winning solutions. AmCad provides best-of-class integrated solutions for land records management, vital records management, court records management, court management and other solutions for government.

AmCad is extremely familiar with the complexities of working with state and local government agencies – especially land records offices. Our company illustrates our dedication to the management of public records and the systems and solutions that facilitate the smooth transition to new technology to increase workflow, staff efficiency, and improve constituent service. We understand your business – government is our business.

AmCad's core suite of products fully automates every aspect of the daily and long-term operations of County Clerks, Recorders, Registers, Probate Judges, and Courts. In combination with our world-class partners – AmCad brings a unique solution suite to all aspects of state and local government agencies. AmCad is a full service company meeting 100 percent of the needs and requirements of our government partners including a complete methodology to efficiently and successfully implement any project. AmCad is a single source provider for government including end-to-end services from consulting and analysis to software development and implementation to long-term archival storage and disaster recovery.

AmCad's corporate philosophy is to partner with government to provide technology that will facilitate their business process by improving staff efficiency and workflow, while still providing premier constituent and customer service.

Our goal is your success.

Our business is public records.

1.2 About AiVitals

AmCad's integrated Vitals System (AiVitals) automates every position within vital records offices. AiVitals is an integrated and comprehensive business application for cities and counties that addresses each phase of the vitals recording process.

AiVitals provides the capability to electronically capture all aspects of the operation of a vital records office, including cashiering, imaging, data entry, verification, administrative reports, public access, internet access, e-commerce, and automatic indexing.

AmCad's AiVitals system provides the flexibility to customize the unique operations requirements that may vary from one government office to another. AiVitals is also fully integrated with our government-wide document management and imaging systems.

A powerful, yet simple to use, graphical interface allows users to quickly utilize the system. Experienced employees will notice a significant increase in productivity while new employees can be easily trained. Public Access users will be able to do more work in less time than with current systems.

1.3 Technical Architecture

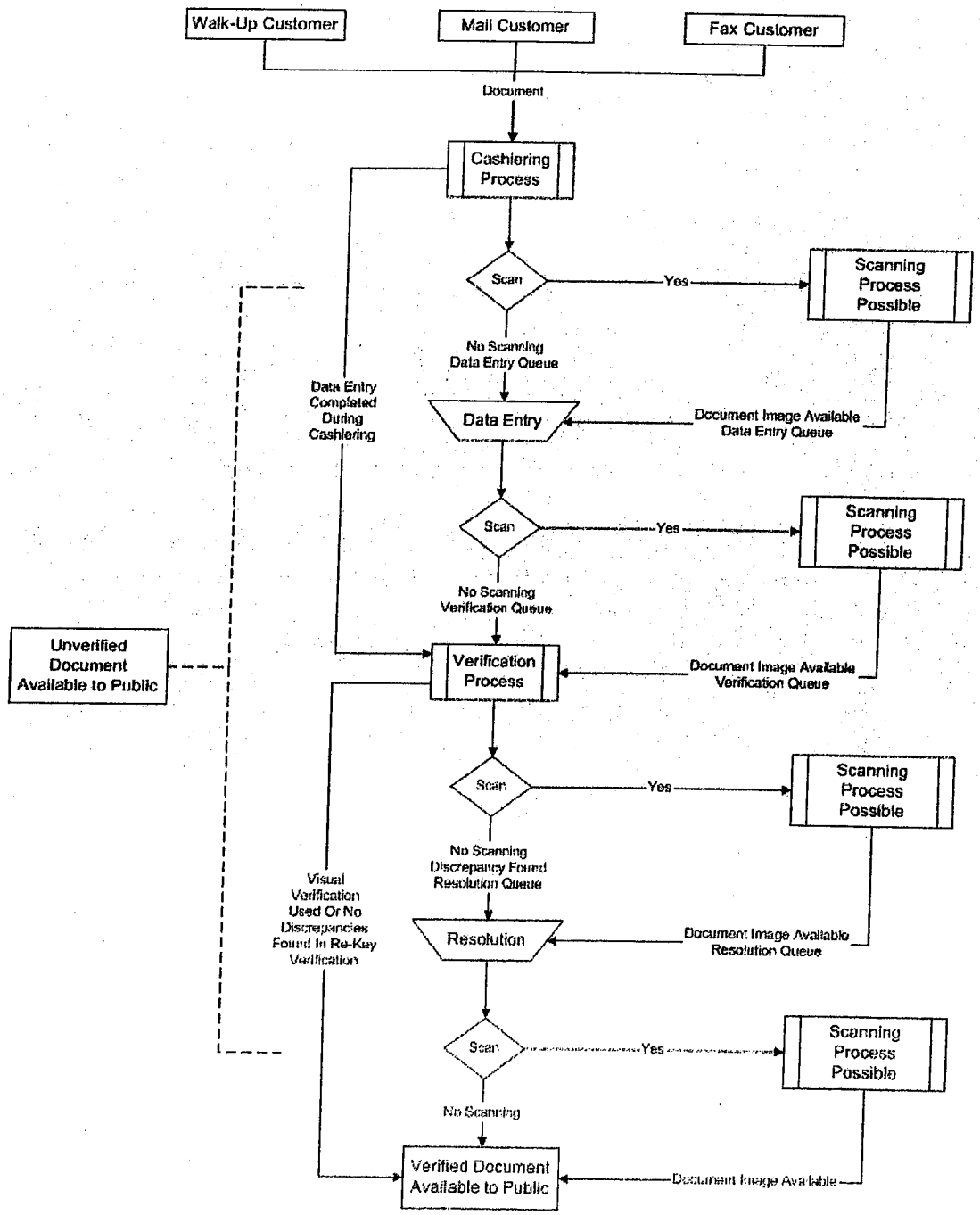
AiVitals is built as a true open systems solution, utilizing the client server architecture. All workstations in the office run on the industry-standard Windows 2000 or XP client which in turn operates in a Windows 2000 Server environment. The recommended database is any ODBC standard database which includes the popular MS SQL Server and Oracle databases. Other open system servers and databases are also supported.

1.4 General Benefits

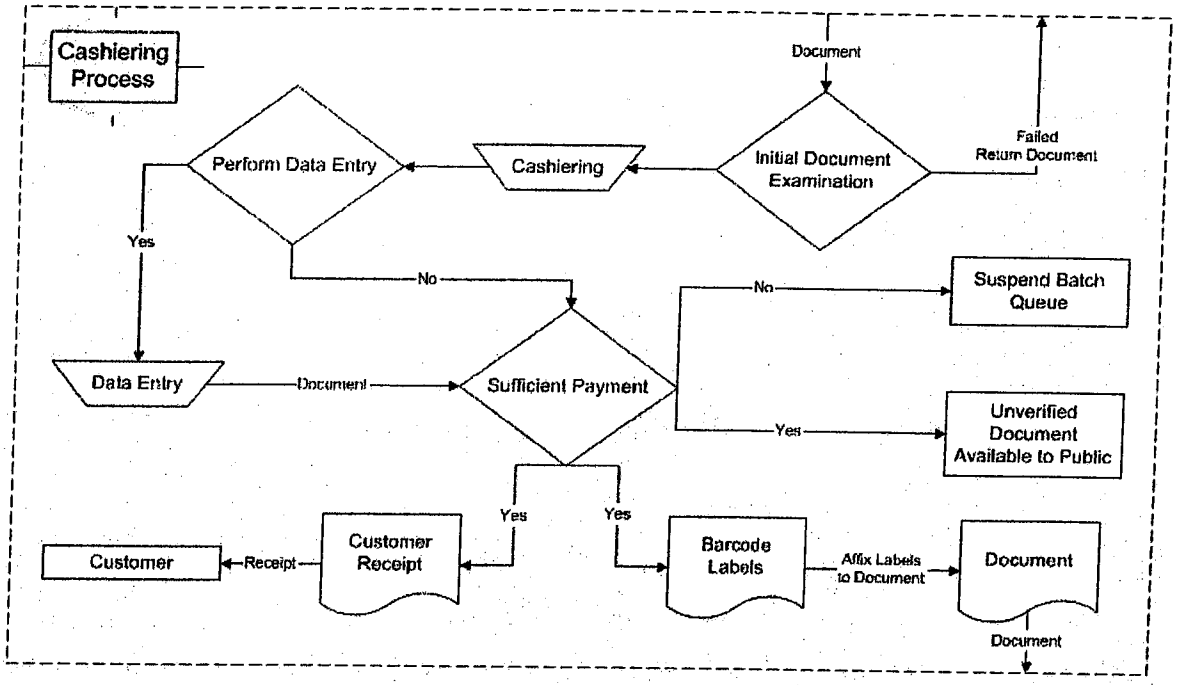
- Cutting Edge .NET Technology
- Centralized Document Repository
- Integrated Cash Management
- Concurrent Document Access
- Improved Constituent Service
- Improved Search Capabilities
- Improved Reporting and Analysis
- Improved Functional Redundancy
- Simplified Training
- Superior Support

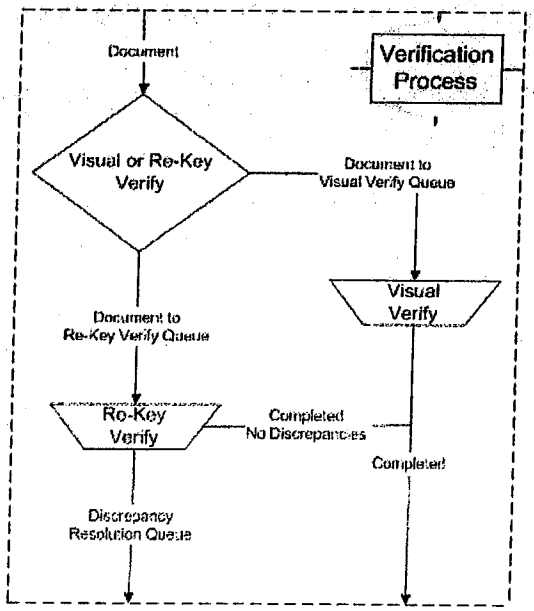
2 AiVitals Document Workflow Diagram

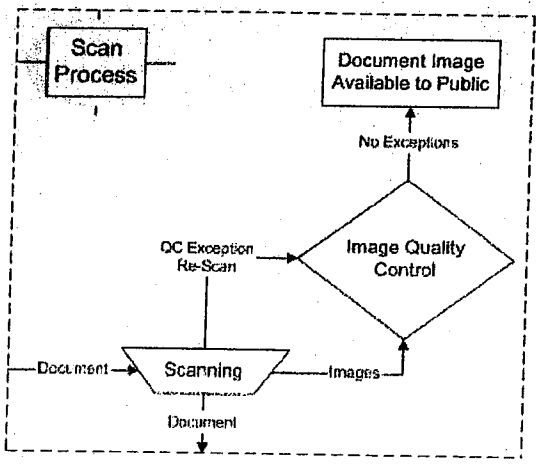
2.1 Workflow Outline



2.2 Process Detail







3 AiVitals Cashiering Module

3.1 Outstanding AiVitals Cashiering Features

- Customizable settings for conformation to individual government needs.
- Settings for individual users based on easily configurable security rights.
- Automatic fee calculation based on the document type.
- Unique identification of documents including but not limited to:
    - Births
    - Deaths
    - Marriage Licenses
    - Assumed Names
    - UCC Terminations
    - Mental Commitments
    - Military Discharges
    - Official Bonds
- Automatic receipt generation.
- Customizable barcode labeling for ease of recording and scanning.
- Tracking of all payments.
- The recording of one or more documents together with one or more payments in a single transaction to produce a single receipt.
- Multiple payment methods such as cash, check, escrow, etc.
- Suspension of transactions that cannot be completed in a current session.
- Audited corrections and adjustments of transactions.
- Label and receipt reprinting.
- Capability to index documents.
- Keyboard hot key navigation.
- Multiple returnees.
- Race-state compliancy.
- Available check endorsing and/or check encoding.
- Rejection letter generation.
- Ability to receive documents electronically.
- Ability to electronically endorse documents with certification information.
- Tracking and warning system for certification requests.
- Print queue administration.
- Supports multiple office locations.

3.2 More Efficient Document Recording

Instruments first entering the Office typically begin their processing in the AiVitals Cashiering Module where every document must be allocated a document type and number of pages by the cashier.

The system generates standard document fees, which the cashier can, if necessary, adjust by specifying additional fees, and payments are created equal to the sum of the fees.

Upon the saving of a transaction, the system automatically assigns each document a unique instrument number, a stamp indicating the date and time it was recorded, a book type, and a unique book and page number. Labels, trailer pages, and receipts are also produced. AiVitals is one of the only systems that can handle unique instrument numbers, book and page numbers, separate books, and "race to the courthouse" regulations.

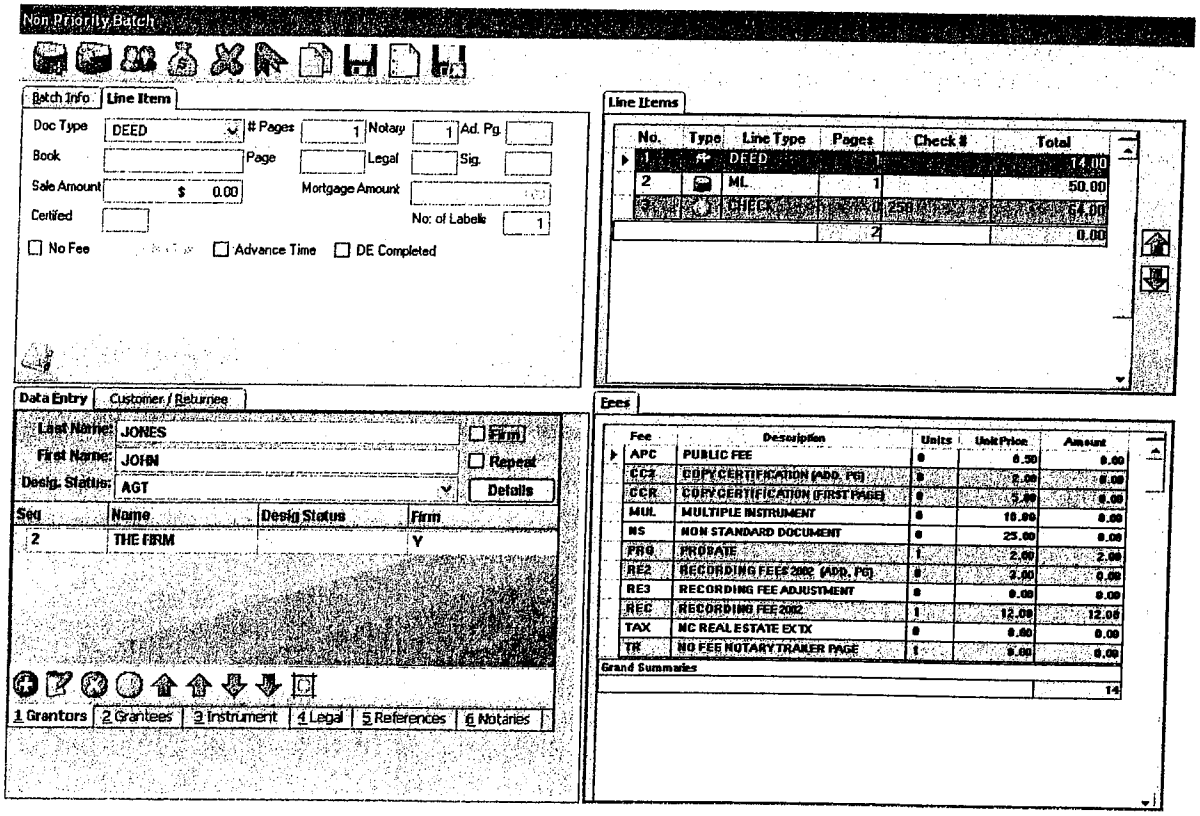


Figure 1. Recording Window

The Recording window is the cashier's primary work space where new documents, new payments, public access charges, and account withdrawals and deposits are all administered.

Once a document has been recorded, it is available to the public as an unverified document even if it has not been indexed completely.

3.2.1 Convenient Additional Fee Assessment

When a document has been generated in the Recording window, a standard fee will be automatically calculated based on the type of document and number of pages. The standard charge may be altered within the Advanced Fees tab with additional applicable fees varying according to document type.

Also, from the Advanced Fees tab, standard document fees may be negated, and certified copy charges may be assigned quickly, features which may or may not be appropriate to a particular document.

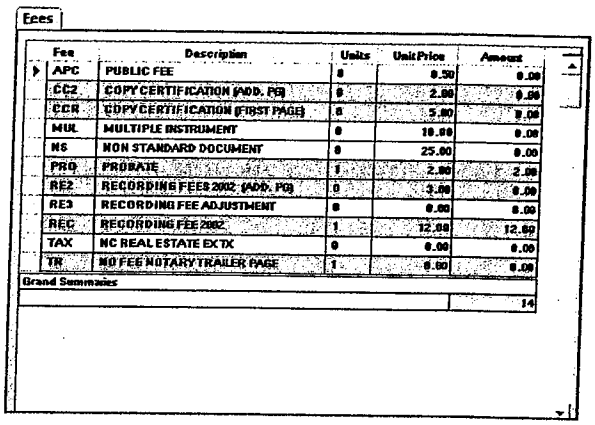


Figure 2. Advanced Fees Tab

3.2.2 Complete Indexing Capabilities

AiVitals allows for indexing within the cashiering procedure. Usually, indexing takes place after documents have been scanned during the data entry process. However, a cashier may perform indexing during cashiering by transcribing information from the original document into the Data Entry tabs.

The Data Entry tabs share nearly identical functionality with the AiVitals Data Entry Module's Data Entry tabs including the ability to index party, legal, reference, and notary information.

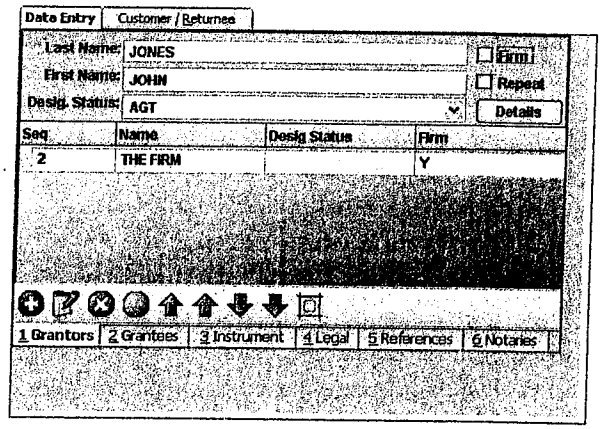


Figure 3. Data Entry Tab

Any information indexed during cashiering will be available to the public as soon as the document's transaction is saved. In addition, parties indexed at the time of cashiering will be displayed on customer receipts so that documents can be referenced later on with ease.

AiVitals is currently the only system that enforces the indexing standards of each customer and state laws.

3.2.3 Adjunction of Multiple Returnees

Multiple returnees may be permanently appended to documents and transactions. Once a particular returnee entry has been submitted to the system, it may be retrieved at any later time along with its accompanying information from a list of all returnees. When a returnee or returnees have been appended to a document or transaction, as an option, mailing labels can be automatically printed with the transaction's barcode labels.

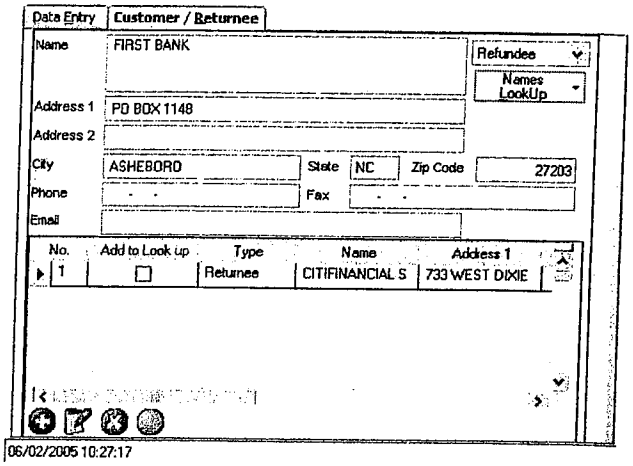


Figure 4. Customer/Returnee Tab

Returnee labels may also be reprinted at a later time via AiVitals's Reprint feature or as a batch through the AiVitals Return Processing module

3.2.4 Transaction Simplifying Constituent Accounts

The elimination of paper currency exchange and an improvement in document tracking efficiency and detail can be made possible with the ability to establish accounts for frequent customers. Once an account has been established, transaction payments may be debited from it or credited to it by merely selecting the account name from a list and attributing a payment to it. Multiple accounts can be used within the same batch. Deposits and withdrawals may also be made to accounts from within the Recording window.

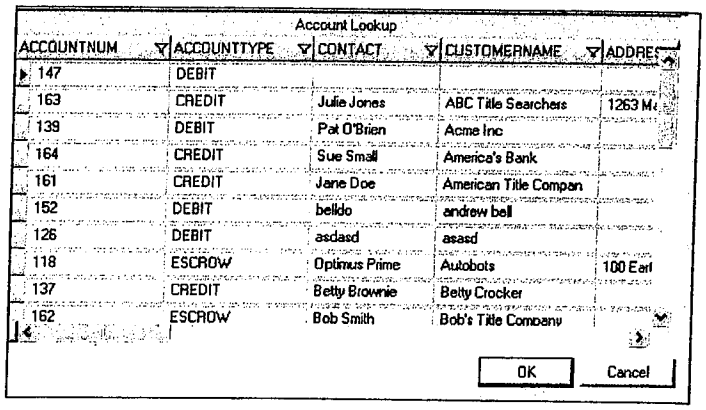


Figure 5. Account Lookup Window

Customers can generate and view their account statements from AiVitals Public Access Terminals. Account statements display the amount, date, and distribution information of every transaction made with an account over a user-specified period of time.

3.3 Transaction Suspension Capabilities

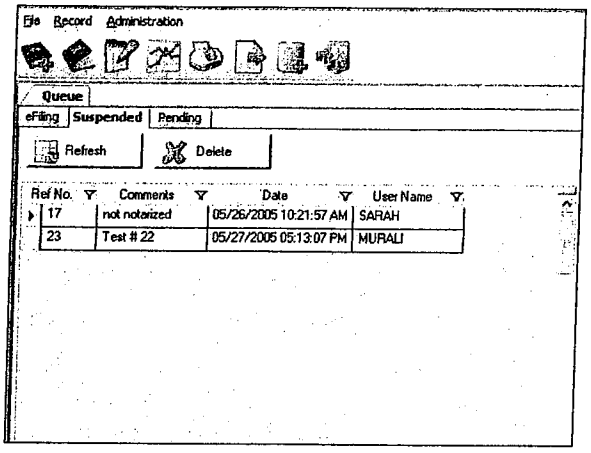


Figure 6. Suspended Transaction Queue

A transaction may be suspended at any point during its creation. If a payment is insufficient or document inconsistency is discovered in the midst of recording, suspending the partially completed transaction allows all work to be preserved.

Suspended transactions are placed in a special queue where they can be revisited and completed or discarded at any time. In addition to tracking via an available audit trail, specific suspended transactions may be searched for with date, cashier, and transaction number as possible criteria.

3.4 Reprint Functionality

Though redundant, the ability to reproduce output materials on command is exceedingly useful. Barcode labels, signature labels, returnee labels, certified pages, notary pages, notary labels, and receipts that may have been misplaced can all be reprinted by simply entering the number of the desired document. A particular document can also be selected from a group of documents retrieved using a transaction number, a date recorded, a book & page number, or an indexed party as search criteria.

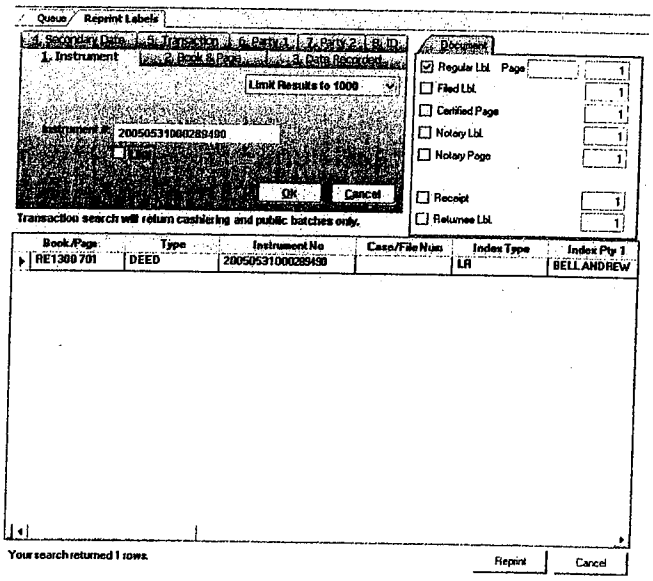


Figure 7. Reprint Label Window

3.5 Fully Audited Transaction Corrections & Adjustments

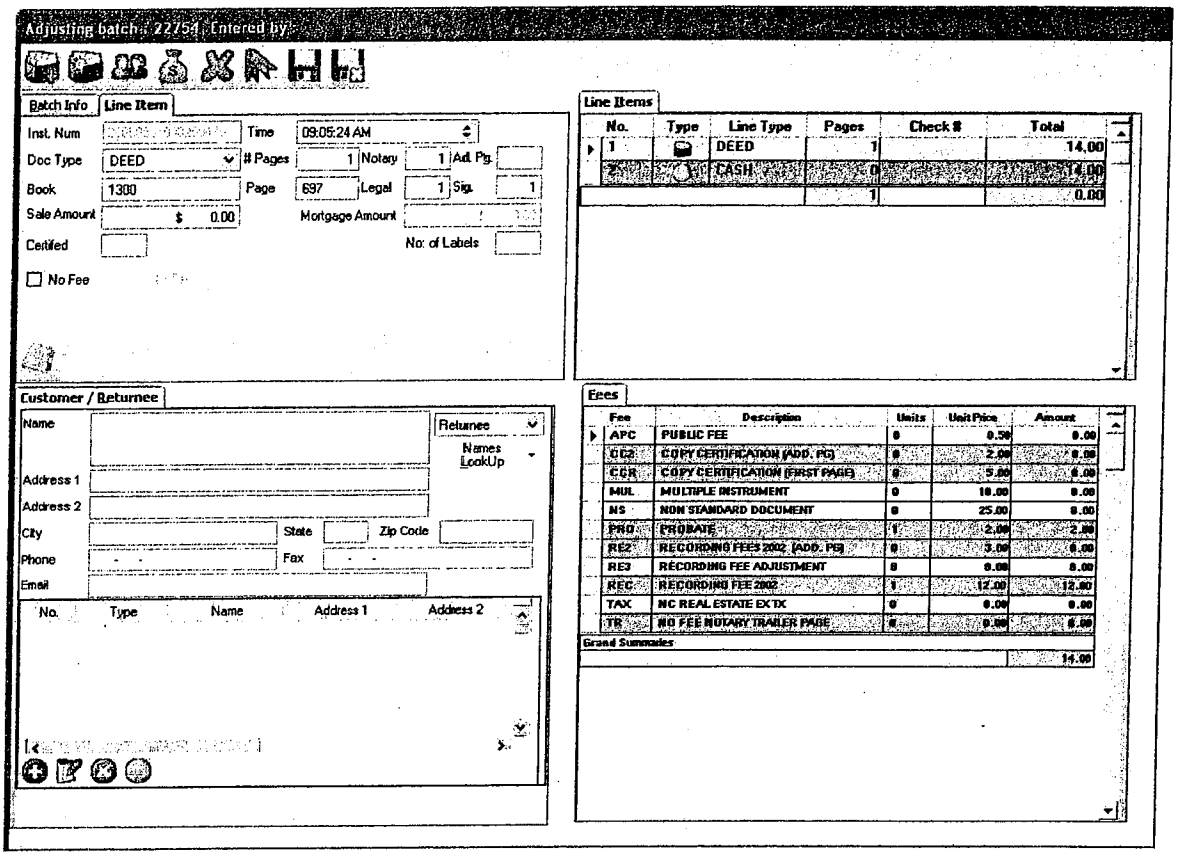


Figure 8. Batch Adjustments Window

AmCad's AiVitals Cashiering Module is equipped to offer fast and simple remedies to any manual errors that might occur during recording. AiVitals provides the ability to make both transaction adjustments, usually performed on the same day a transaction has been recorded before closing the register, and transaction corrections, usually performed after the register has been closed on a business day.

3.5.1 Adjustments

Within the Fee Adjustment framework, which operates in an interface similar to the Recording window, possible adjustments are not limited to existing document fees. Transactions are allowed to be completely altered. Document type, number of document pages, book and page numbers, and fees are all able to be changed. New documents and payments may also be inserted into the transaction. Multiple adjustments may be made to the same document and transaction.

In addition to document transactions, operators have the ability to adjust public access transactions, administrative transactions, and web access transactions.

Transaction audit reports are available which track the adjustments made to every transaction providing data about the original transaction as well as subsequent adjustments. Operators may enter reasons why transactions were adjusted to be stored as audit records.

3.5.2 Corrections

Unlike the adjustment, the Correct Transaction function is designed to record changes but leave intact the original batch. Therefore, when a correction is completed, changes are saved as a new transaction with a referral to the original transaction.

Correct Transaction allows document fees to be altered and an additional payment or refund to compensate for the differential. However, in order to protect data integrity, no new documents may be added and document type, book and page numbers, and number of pages are categories which may not be changed.

Corrections leave an audit trail similar to the one produced by adjustments that is equally easy to investigate.

3.6 Rejection Letters

The AiVitals Cashiering Module is equipped with the ability to generate and store rejection letters. The required information, a return address and a reason for rejection, can be selected from existing lists for automatic population of corresponding fields. Multiple reasons for rejection can be entered and there is a place for a description of the rejected document. After completion of the form, a rejection letter will be automatically generated. Since all rejection letters are stored in the system, searches can be conducted to locate and view past rejection letters.

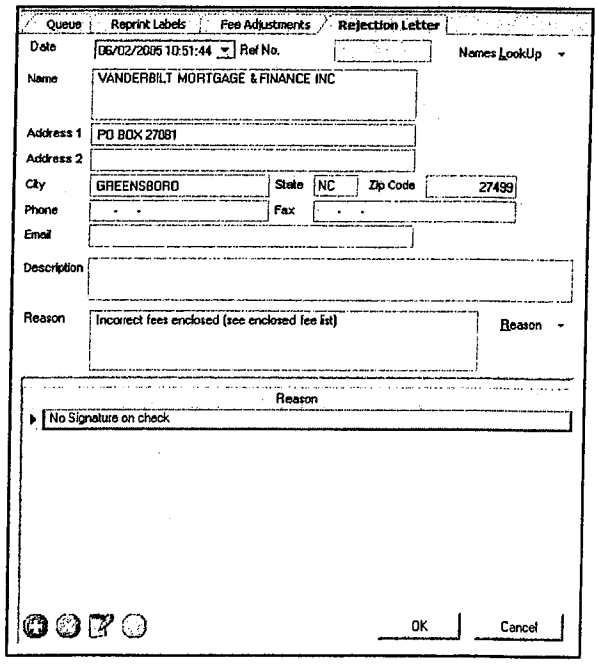


Figure 9. Rejection Letter Window

3.7 Race State Compliancy

The AiVitals Cashiering Module is "Race-State" compliant meaning that all documents receive exclusive time stamps and transactions maintain order even when subsequently created transactions are completed first.

4 *AiVitals Scanning Module*

4.1 Outstanding AiVitals Scanning Module Features

- Rapid scanning of documents in batches or one by one.
- Automatic barcode recognition.
- Viewable thumbnail and full-size versions of document images.
- Documents not required to be scanned in sequential order.
- Image editing and error correction tools.
- Page count discrepancy detection.
- Virtually all production scanners supported.
- Real-time availability of document images to the public after completion of scanning.
- Automatic detection and management of documents on different sizes of paper.
- Smart recognition of labels when multiple barcodes are present.
- Pixilation thresholds to help filter out pages with incidental marks.
- Image import capability.
- Batch suspension functionality.
- Automatic page ordering.
- Automatic rotation of images.
- Outfitted to permit integration of optional AiVitals AmAI module.
- Integration with AiVitals Data Entry module.
- Integration with AiVitals Cashiering module.

4.2 Scanning Interface

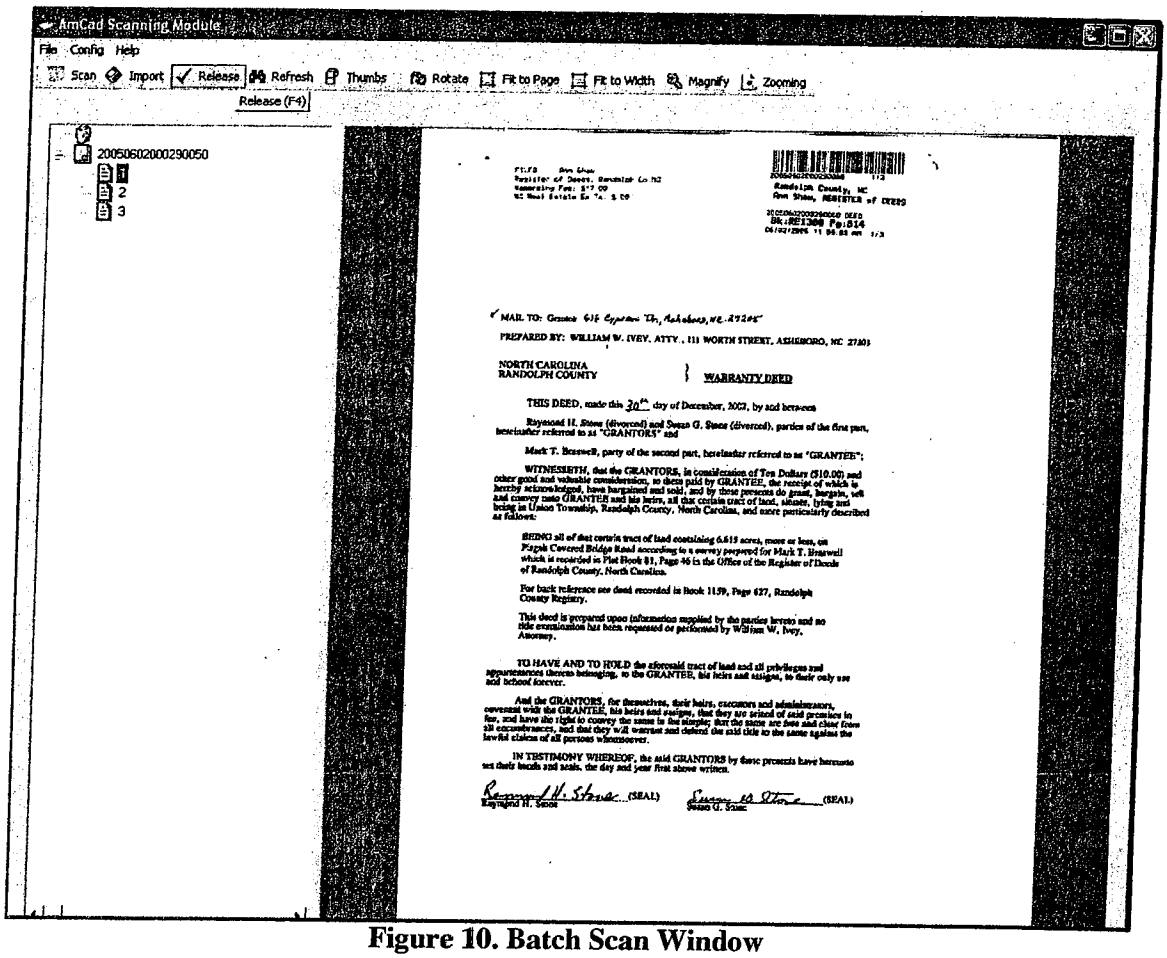


Figure 10. Batch Scan Window

Scanning, which usually takes place immediately after recording, entails the creation of electronic images for every document page and eliminates the need for original paper documents during data entry, verification, and resolution processes. Document images created within the Scanning Module are linked to corresponding document recording and indexing information via barcode labels affixed to the paper documents.

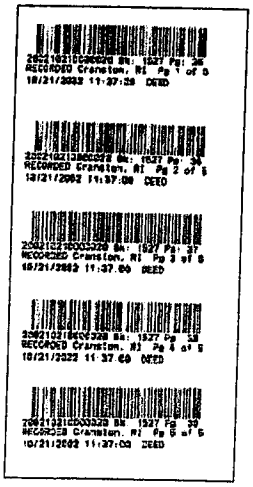


Figure 11. Barcode Labels

The AiVitals Scanning module enables quick and easy access to documents by multiple people, including office staff and constituents, and also significantly increases office efficiency and organization by greatly reducing the amount of floating paper. Document images are available to the public as soon as scanning is completed. A thorough error recognition system insures data integrity by detecting page count discrepancies and image quality issues. Error resolution is made simple and fast with editing tools that allow image rotation, rearrangement, insertion, splitting, re-scanning, and deletion.

5 *AiVitals Data Entry Module*

5.1 Outstanding AiVitals Data Entry Features

- Customizable settings for conformation to individual government needs.
- Settings for individual users based on easily configurable security rights.
- User-defined indexing rules to enforce county and state indexing regulations and laws as well as to improve data integrity and constituent search efficiency. Includes the ability to apply different indexing rules to different document types as well as the ability to interface the Indexing Rules module with optional eRecording and AmAI modules.
- Heads-up indexing allows for faster processing.
- Thumbnail document images.
- Non-image enabled document recording supported.
- Multiple parties for varied document types.
- Cross-references by unique numbering or book and page.
- The ability to specify and copy particular entity and reference information from any existing indexed document.
- Visual and Re-Key Verification.
- Review accuracy of index data.
- Easy on-screen comparison of discrepancies.
- On-Spot and queue resolution of discrepancies.
- Audit trail for all error corrections and changes.
- Annotation and redaction of images.
- Keyboard hot key navigation.
- Easy viewing of referenced images.
- Image zooming by scale and defined area.
- Image area printing.
- Integrated scanning capabilities.
- Outfitted to permit integration of optional AiVitals AmAI module.
- Batch and manual backfile indexing modes.
- Ability to flag documents.

5.2 Document Entry

The AiVitals Data Entry Module, where indexing in the form of document entry takes place, is typically the third step of the instrument workflow. Document entry is built around three basic processes that serve as mechanisms for initial entry of document data and effective error proofing to provide increased data integrity. These three modes are data entry, verification, and resolution.

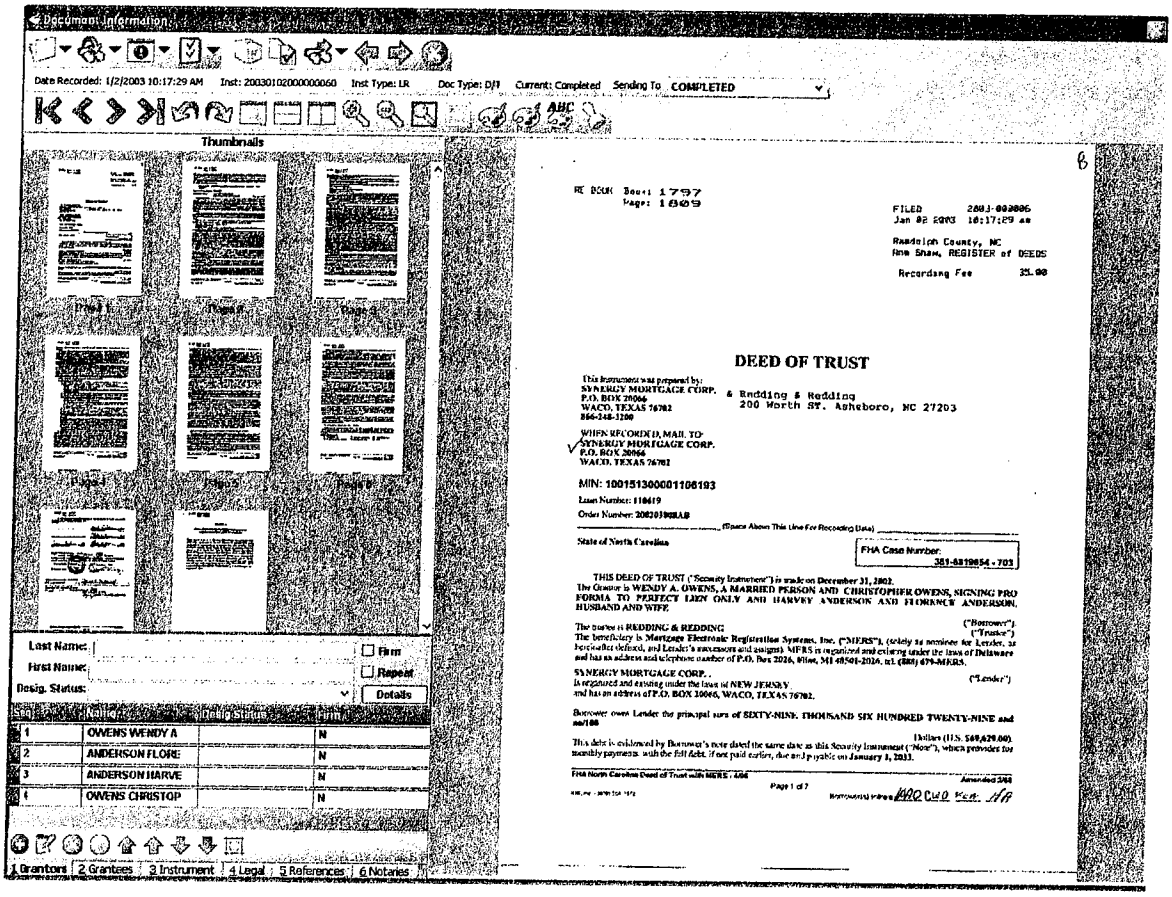


Figure 12. Document Entry Window

The Document Entry window contains the tools for data entry, verification, resolution, image alterations, and image printing. Whenever a document is accessed, it will be displayed in the Document Entry window.

5.3 Non-Image Enabled Document Recording

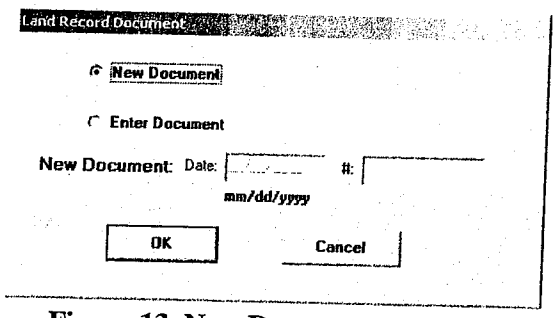


Figure 13. New Document Window

Documents are normally recorded in the AiVitals Cashiering Module where cashiers have the ability to add multiple documents to a transaction, collect payments, and print labels and receipts. However, when necessary, documents can be recorded within the Data Entry Module as well.

Back filed documents that are already assigned a date and document number but are not in the system can be recorded with that designated data. Automatically generated document numbers and the current date and time may be assigned to new documents.

Newly recorded documents will not contain images until they have been processed in the AiVitals Scanning Module. Once a document has undergone scanning, an image will be available to be used for data entry, verification, and resolution processes. If it is not possible to scan the document immediately, indexing can be completed by using the original document or a copy of the original document.

5.4 Document Selection by Search

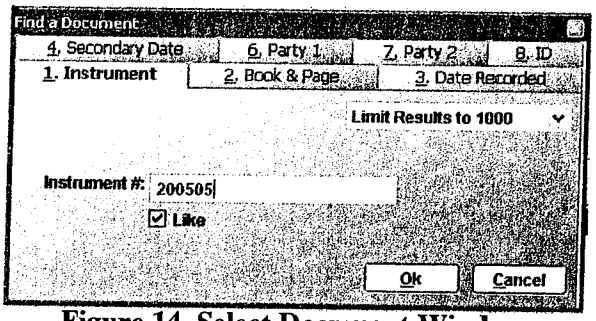
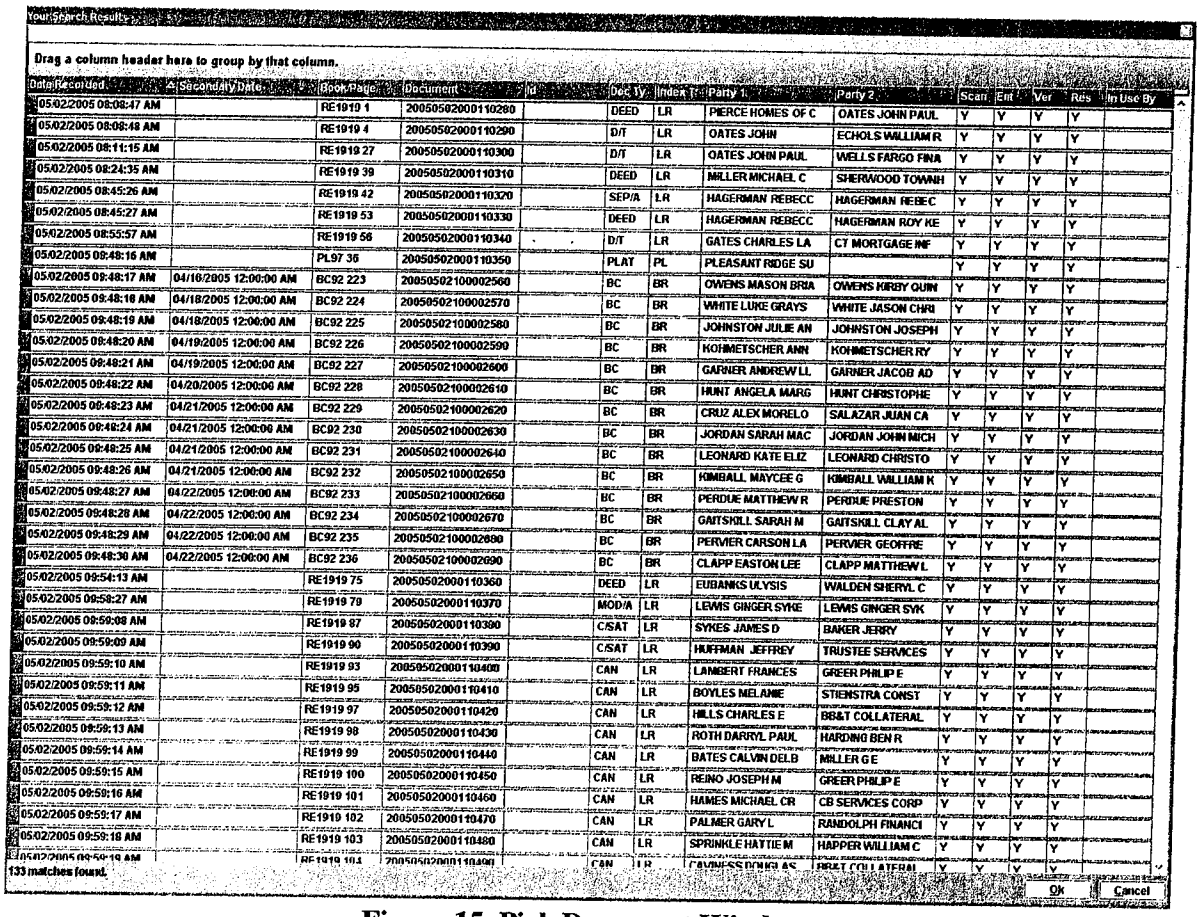


Figure 14. Select Document Window

The Select Document window provides the user with an array of methods to search the database for a document or documents. The available search criteria include index type, document number, case/file number, party name, book/page number, date recorded, and secondary date.



Drag a column header here to group by that column.

Date Recorded	Secondary Date	Book/Page	Document	Id	Doc Ty	Index T	Party 1	Party 2	Scan	Ent	Ver	Res	In Use By
05/02/2005 08:08:47 AM		RE1919 1	200505020000110280		DEED	LR	PIERCE HOMES OF C	OATES JOHN PAUL	Y	Y	Y	Y	
05/02/2005 08:08:48 AM		RE1919 4	200505020000110290		D/T	LR	OATES JOHN	ECHOLS WILLIAM R	Y	Y	Y	Y	
05/02/2005 08:11:15 AM		RE1919 27	200505020000110300		D/T	LR	OATES JOHN PAUL	WELLS FARGO FINA	Y	Y	Y	Y	
05/02/2005 08:24:35 AM		RE1919 39	200505020000110310		DEED	LR	MILLER MICHAEL C	SHERWOOD TOWNH	Y	Y	Y	Y	
05/02/2005 08:45:26 AM		RE1919 42	200505020000110320		SEP/A	LR	HAGERMAN REBECC	HAGERMAN REBEC	Y	Y	Y	Y	
05/02/2005 08:45:27 AM		RE1919 53	200505020000110330		DEED	LR	HAGERMAN REBECC	HAGERMAN ROY KE	Y	Y	Y	Y	
05/02/2005 08:55:57 AM		RE1919 56	200505020000110340		D/T	LR	GATES CHARLES LA	CT MORTGAGE INF	Y	Y	Y	Y	
05/02/2005 09:48:16 AM		PL97 36	200505020000110350		PLAT	PL	PLEASANT RIDGE SU		Y	Y	Y	Y	
05/02/2005 09:48:17 AM	04/16/2005 12:00:00 AM	BC92 223	200505021000002560		BC	BR	OWENS MASON BRIA	OWENS KIRBY QUIN	Y	Y	Y	Y	
05/02/2005 09:48:18 AM	04/18/2005 12:00:00 AM	BC92 224	200505021000002570		BC	BR	WHITE LUKE GRAYS	WHITE JASON CHRI	Y	Y	Y	Y	
05/02/2005 09:48:19 AM	04/18/2005 12:00:00 AM	BC92 225	200505021000002580		BC	BR	JOHNSTON JULIE AN	JOHNSTON JOSEPH	Y	Y	Y	Y	
05/02/2005 09:48:20 AM	04/19/2005 12:00:00 AM	BC92 226	200505021000002590		BC	BR	KOHMETSCHER ANN	KOHMETSCHER RY	Y	Y	Y	Y	
05/02/2005 09:48:21 AM	04/19/2005 12:00:00 AM	BC92 227	200505021000002600		BC	BR	GARNER ANDREW LL	GARNER JACOB AD	Y	Y	Y	Y	
05/02/2005 09:48:22 AM	04/20/2005 12:00:00 AM	BC92 228	200505021000002610		BC	BR	HUNT ANGELA MARG	HUNT CHRISTOPHE	Y	Y	Y	Y	
05/02/2005 09:48:23 AM	04/21/2005 12:00:00 AM	BC92 229	200505021000002620		BC	BR	CRUZ ALEX MORELO	SALAZAR JUAN CA	Y	Y	Y	Y	
05/02/2005 09:48:24 AM	04/21/2005 12:00:00 AM	BC92 230	200505021000002630		BC	BR	JORDAN SARAH MAC	JORDAN JOHN MICH	Y	Y	Y	Y	
05/02/2005 09:48:25 AM	04/21/2005 12:00:00 AM	BC92 231	200505021000002640		BC	BR	LEONARD KATE ELIZ	LEONARD CHRISTO	Y	Y	Y	Y	
05/02/2005 09:48:26 AM	04/21/2005 12:00:00 AM	BC92 232	200505021000002650		BC	BR	KIMBALL MAYCEE G	KIMBALL WILLIAM K	Y	Y	Y	Y	
05/02/2005 09:48:27 AM	04/22/2005 12:00:00 AM	BC92 233	200505021000002660		BC	BR	PERDUE MATTHEW R	PERDUE PRESTON	Y	Y	Y	Y	
05/02/2005 09:48:28 AM	04/22/2005 12:00:00 AM	BC92 234	200505021000002670		BC	BR	GAITSKILL SARAH M	GAITSKILL CLAY AL	Y	Y	Y	Y	
05/02/2005 09:48:29 AM	04/22/2005 12:00:00 AM	BC92 235	200505021000002680		BC	BR	PERVIER CARSON LA	PERVIER GEOFFRE	Y	Y	Y	Y	
05/02/2005 09:48:30 AM	04/22/2005 12:00:00 AM	BC92 236	200505021000002690		BC	BR	CLAPP EASTON LEE	CLAPP MATTHEW L	Y	Y	Y	Y	
05/02/2005 09:54:13 AM		RE1919 75	200505020000110360		DEED	LR	EUBANKS ULYSIS	WALDEN SHERYL C	Y	Y	Y	Y	
05/02/2005 09:58:27 AM		RE1919 79	200505020000110370		MOD/A	LR	LEWIS GINGER SYKE	LEWIS GINGER SYK	Y	Y	Y	Y	
05/02/2005 09:59:08 AM		RE1919 87	200505020000110380		C/SAT	LR	SYKES JAMES D	BAKER JERRY	Y	Y	Y	Y	
05/02/2005 09:59:09 AM		RE1919 90	200505020000110390		C/SAT	LR	HUFFMAN JEFFREY	TRUSTEE SERVICES	Y	Y	Y	Y	
05/02/2005 09:59:10 AM		RE1919 93	200505020000110400		CAN	LR	LAMBERT FRANCES	GREER PHILIP E	Y	Y	Y	Y	
05/02/2005 09:59:11 AM		RE1919 95	200505020000110410		CAN	LR	BOYLES MELANIE	STIENSTRA CONST	Y	Y	Y	Y	
05/02/2005 09:59:12 AM		RE1919 97	200505020000110420		CAN	LR	HILLS CHARLES E	BB&T COLLATERAL	Y	Y	Y	Y	
05/02/2005 09:59:13 AM		RE1919 98	200505020000110430		CAN	LR	ROTH DARRYL PAUL	HARDING BEN R	Y	Y	Y	Y	
05/02/2005 09:59:14 AM		RE1919 99	200505020000110440		CAN	LR	BATES CALVIN DELB	MILLER G E	Y	Y	Y	Y	
05/02/2005 09:59:15 AM		RE1919 100	200505020000110450		CAN	LR	REINO JOSEPH M	GREER PHILIP E	Y	Y	Y	Y	
05/02/2005 09:59:16 AM		RE1919 101	200505020000110460		CAN	LR	HAMES MICHAEL CR	CB SERVICES CORP	Y	Y	Y	Y	
05/02/2005 09:59:17 AM		RE1919 102	200505020000110470		CAN	LR	PALMER GARY L	RANDOLPH FINANCI	Y	Y	Y	Y	
05/02/2005 09:59:18 AM		RE1919 103	200505020000110480		CAN	LR	SPRINKLE HATTIE M	HAPPER WILLIAM C	Y	Y	Y	Y	
05/02/2005 09:59:19 AM		RE1919 104	200505020000110490		CAN	LR	CAVANESS DONNA AS	BB&T COLLATERAL	Y	Y	Y	Y	

133 matches found.

Ok Cancel

Figure 15. Pick Document Window

If a search yields only one document, that document will be automatically opened in the Document Entry window. On the other hand, when multiple documents are retrieved by search, they will all be displayed as a list in the Pick Document window. Listed documents may be filtered further according to their current location in the Data Entry, Verification, Resolution, or Completion queues. Any listed document may be selected to be opened in the Document Entry window.

5.5 Data Entry Mode

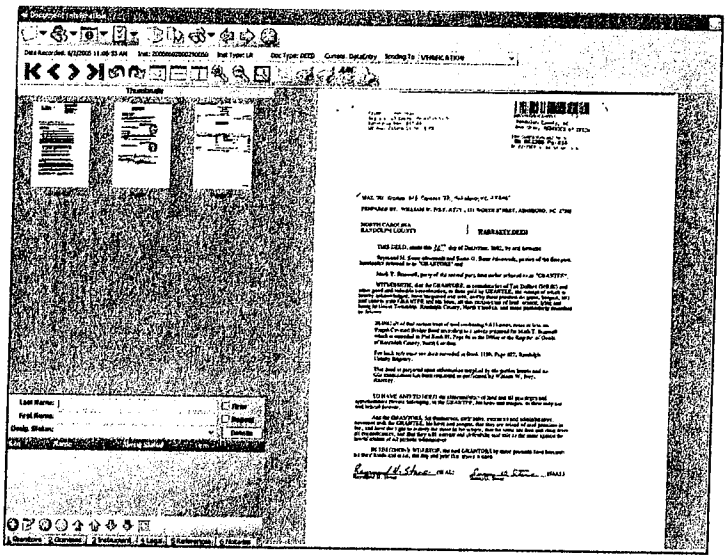


Figure 16. Data Entry Mode

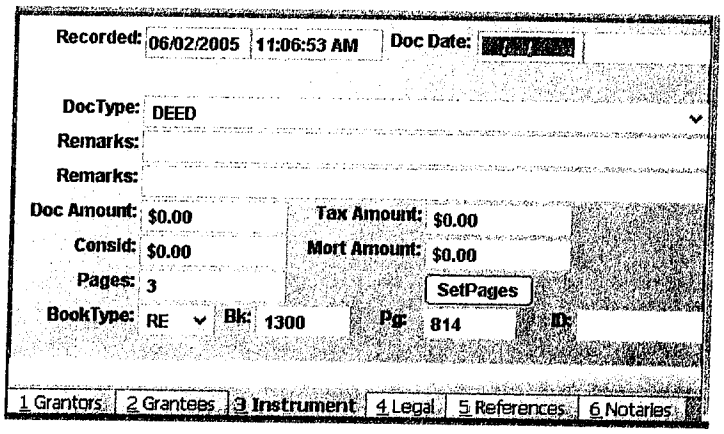


Figure 17. Instrument Tab

The Data Entry mode is the initial step of the data entry process during which the initial keying of data is performed. Pertinent data is transcribed from document images into corresponding fields that are grouped together within handy tabs organized by subject.

AiVitals simplifies and expedites the data entry process with a number of unique, time-saving navigational tools and a very creative and cerebral overall design. The entire data entry process can be completed using a keyboard only which eliminates the need for slower mouse navigation. A heads-up image display permits a document and entered information to be compared side-by-side. Zoom tools allow documents with small text to be read easily. If necessary, data entry can also be performed without document images in the system by using the original document as the source.

5.6 Verification Mode

Verify mode is the second step of the data entry process. In this step, data is checked for accuracy. Two options exist for verification: visual and re-key. If visual verification is selected, the user visually reviews the indexed data and makes any necessary changes to the corresponding fields directly. Resolve mode is not utilized if visual verification is selected.

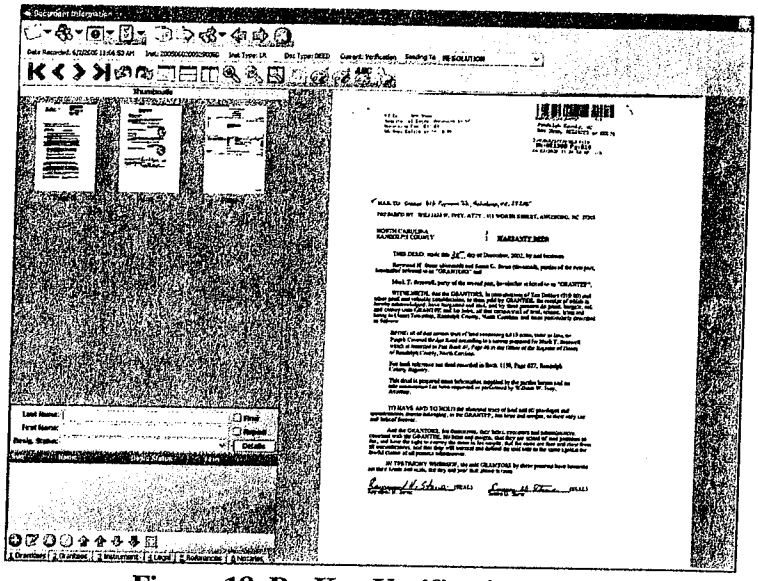


Figure 18. Re-Key Verification Mode

If re-key verification is selected, data, as indicated by the requirements for each individual system, is re-keyed a second time in the same fashion as in data entry. The system then compares this data to the initial data that was keyed to determine whether the document requires further processing, in the third and final step, Resolve.

5.7 Resolution Mode

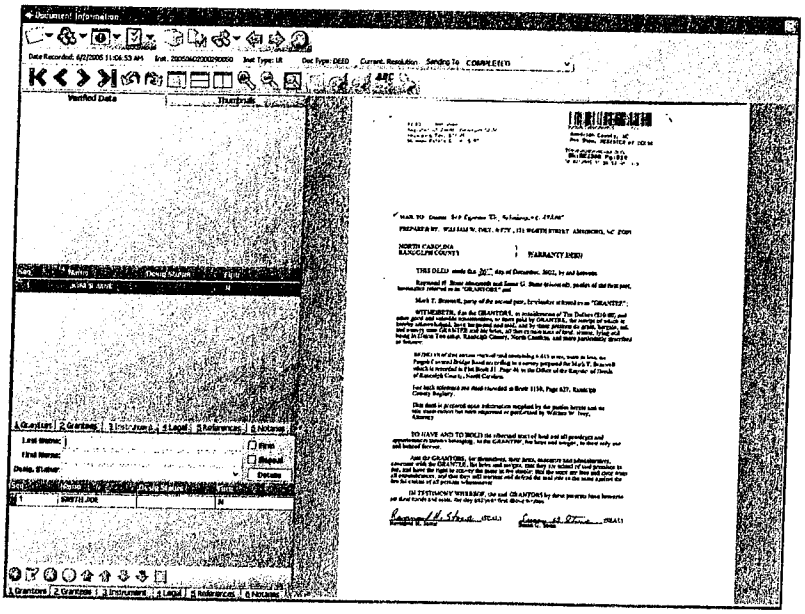


Figure 19. Resolution Mode

Resolve mode is the final step of the data entry process. A document reaches Resolve mode if, after being indexed and Re-key verified, the information keyed during Data Entry and Verify modes does not match. The process of resolution involves a visual comparison of the data entered during the data entry and verification steps.

The resolution screen displays the information entered during data entry on the bottom left and the information entered during verification on the top left. Any data discrepancies will be highlighted in red on the verification partition. Grid entries from the verification partition may be used to add to or replace entries on the data entry partition. New entries may be created for addition to the document in the same manner that they are created in Data Entry mode.

5.8 Auditing

The Audit Information window displays all automatically generated and manually generated audit messages for a given document. Audit messages are only generated automatically when changes are made to a document after that document has been completed.

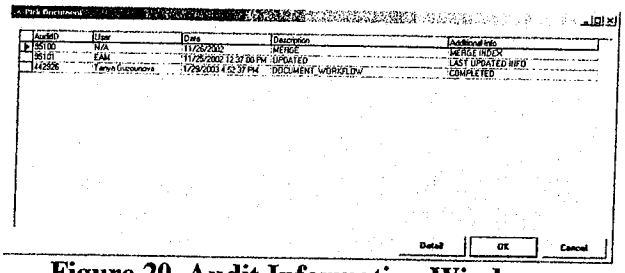


Figure 20. Audit Information Window

The Audit Detail window displays in depth information about changes that have been made to a document including the past values and current values of any field that has been changed.

Users may also create their own audit messages. After an audit message has been submitted, it may be viewed in the Audit Information window described above.

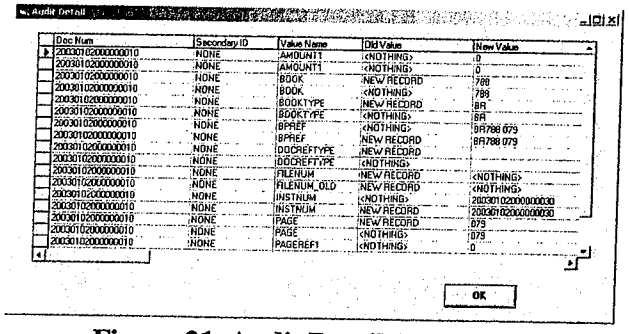


Figure 21. Audit Detail Window

5.9 Image Controls

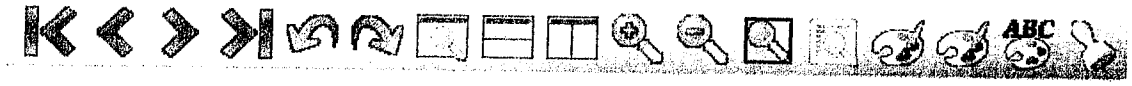


Figure 22. Image Control Toolbar

The Image Control toolbar contains a set of image controls that can be used to navigate document images, rotate document images, and adjust document image zoom. The First and Last buttons navigate to and select either the first page or the last page. The Previous and Next buttons navigate through the pages one by one. The Rotate Left and Rotate Right buttons rotate the currently selected image ninety degrees in the chosen direction with each depression of the button. The Magnifying Glass buttons allow magnification of the currently selected image to be decreased or increased.

5.10 Redactions & Image Annotations

While in redact mode, removable and adjustable black patches may be inserted onto document images to conceal sensitive information from public users. The color of redaction can be altered to blend in with the document. Saving redaction patches does not cause any damage to document images. At any later time, the redaction patch can be removed.

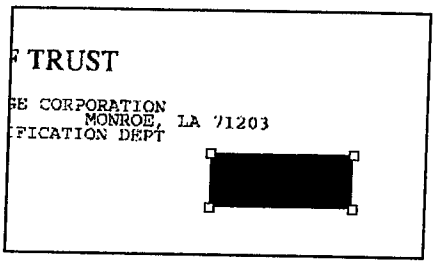


Figure 23. Redaction

Image annotations function in a manner similar to redactions with the exception that they are able to display user-defined text on top of images. System users can, with this tool, post specific notifications for anyone who later views the particular document. Image annotations have many useful applications. For example, if a document was stained, a system user could create an image annotation to indicate that the document was received in that poor condition. An image annotation could also be used to denote that a portion of a document image is obscured by a redaction.

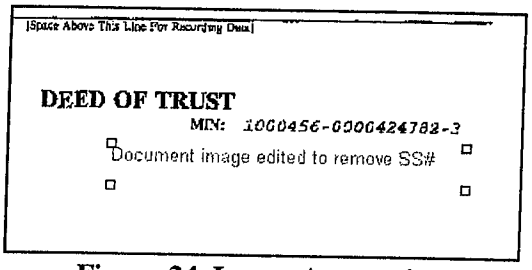


Figure 24. Image Annotation

5.11 Printing

5.11.1 Print Selected Pages

AiVitals Data Entry provides the capability to select one or more than one individual document page for printing rather than printing an entire document or printing one page at a time. Selected document pages are indicated by a red border around the thumbnail image. Pressing the Print Selected button will print any pages that are highlighted. Pressing the Print All button will print the entire document.

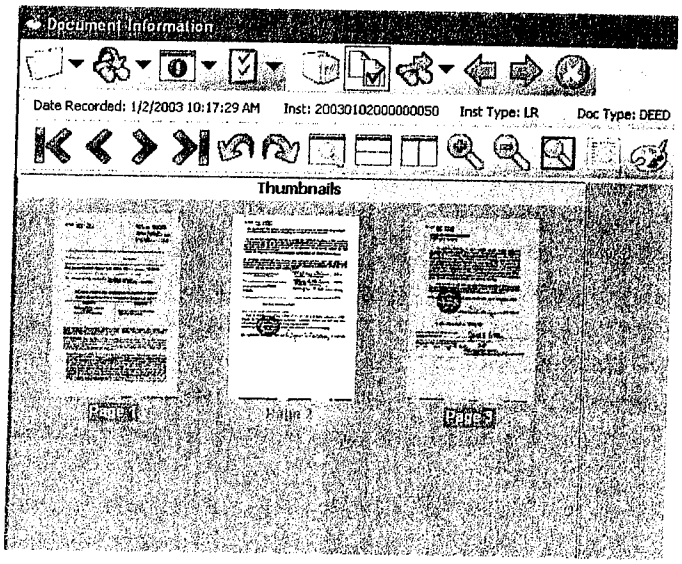


Figure 25. Multiple Pages Selected

5.12 *Watermarks*

When the Watermark option has been activated any document images printed will contain a superimposed watermark that says "UNVERIFIED." The Watermark option should be used when document images have been scanned in and are being printed but the data entry, verification, and resolution processes for the corresponding document have not been completed. Unverified documents may or may not be chosen to include the watermark within public access.

This functionality can also be used to earmark document images that are displayed on or downloaded from the internet to distinguish them as unofficial document replications.

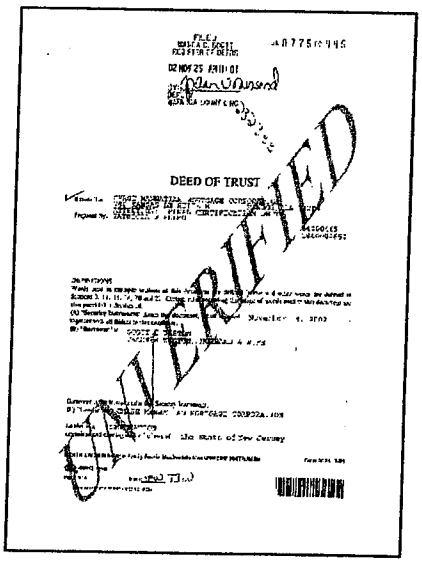


Figure 26. Watermark

5.12.1 Area Printing

AmCad AiVitals includes imaging technology that enables users to select and print a particular region of an image. After an area has been selected for printing, the chosen region will be automatically magnified to conform to the dimensions of standard letter paper. The area printing feature is extremely useful in cases when a customer wishes to have a portion of a plat image. Rather than having to utilize a special printer to print an entire plat, the desired region of the plat can be easily printed from a standard printer.

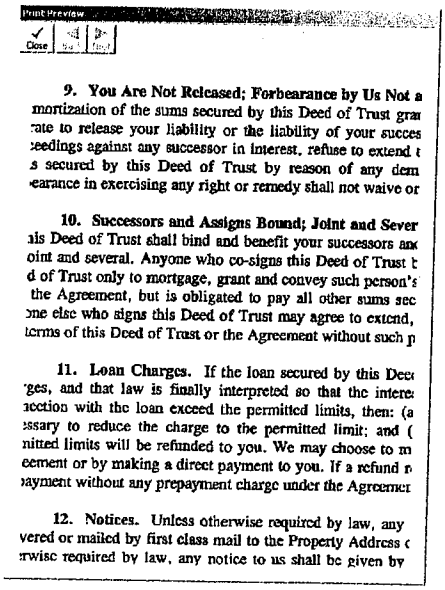


Figure 27. Area Printing

5.12.2 Print Setup

The Page Setup window offers a number of options to achieve optimal configurations for image printing. Margins on each individual page side may be set and adjusted. By default, images are scaled to fit whatever type of paper they are printed on. However, print setup allows a user to disable that auto-fit functionality and force an image to be printed as a given percentage of its natural size. In addition, printer selection, duplexing capability, mirror margins, paper orientation, paper type, and paper source are all adjustable settings.

Currently selected print settings may be permanently saved as templates to be used as new default settings or to be loaded later for use in certain circumstances. An unlimited number of print setting templates may be saved.

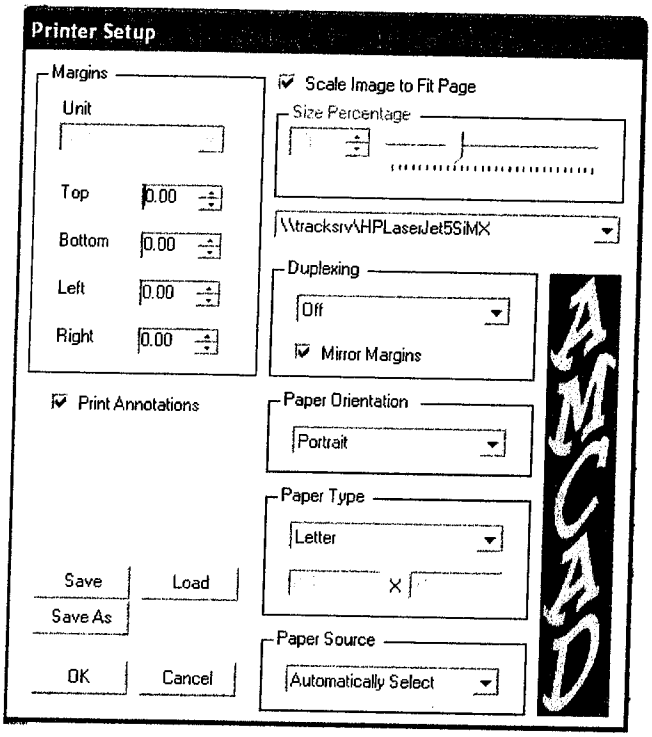
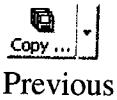
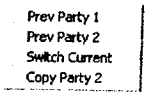


Figure 28. Print Setup Window

5.13 Special Navigation Tools





The Copy button offers several options to help make populating indexing fields faster and easier. The Previous Party 1 and Previous Party 2 options insert all of the data from the according tab grids of the previous document into the current grid. The Switch Current option swaps all of the data from the first party to the second party and vice versa. The Copy Party 2 option inserts all of the data from the second party to the first party. Caution should be exerted when using any of the Copy options because any current grid data will be overwritten.

Indexing rules, as defined according to unique office procedure, are able to be for all processes within the AiVitals Data Entry Module. AiVitals's enforcement of indexing rules standardizes index formats ranging from spacing of words to articles as parts of names. Maintaining index rules improves data integrity and improves the efficiency and accuracy of searches by staff and public. AiVitals includes the ability to apply different indexing rules to different document types as well as the ability to interface the Indexing Rules module with optional eRecording and AmAI modules.

5.14 Document Administration

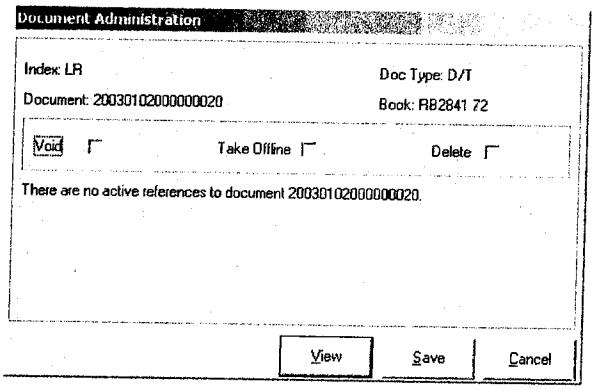


Figure 29. Document Administration Window

Document Administration provides the ability to void documents, take documents offline, and delete documents while including the safety net of subsequent reversibility. For example, when a document has been deleted, it is, for all intents and purposes, indeed deleted and is unavailable anywhere in the AiVitals system except for a single Document Administration queue from which the document can either be recovered or permanently deleted.

6 AiVitals Marriage License Module

6.1 Outstanding Marriage License Functionality

- Customizable configuration for conformation to individual government needs.
- Complete independence from other applications.
- Comprehensive marriage license search mechanism. Search by:
    - Document Number
    - License Number
    - Date Marriage License Applied For
    - Date Marriage License Returned
    - Date Marriage License Issued
    - Date of Ceremony
    - Groom
    - Bride
    - Officiant
    - Wedding Party Parents
    - Expired Licenses
    - Unreturned Licenses
- Auto-complete index fields.
- Index field validation.
- Zip code recognition.
- Automatic age calculation.
- Automatic expiration date mechanism.
- Integrated cashiering and receipting capabilities.
- Conformation to all existing government specific forms including but not limited to:
    - Marriage License Application
    - Marriage License Certificate
    - Marriage License Consent Form
    - Certified Copy Coversheet
- Integrated reporting including but not limited to:
    - Daily Transaction Report
    - Search Result Grid Report
    - Marriage Index Report by Groom
    - Marriage Index Report by Bride
    - Combined Marriage Index Report
    - State Submission Report
- Image redactions.
- User level security.

6.2 Marriage License

The AiVitals Marriage License Module is designed to independently take the process of marriage license issuance from beginning to end. The application features a robust search mechanism which can scour through marriage licenses in a variety of ways.

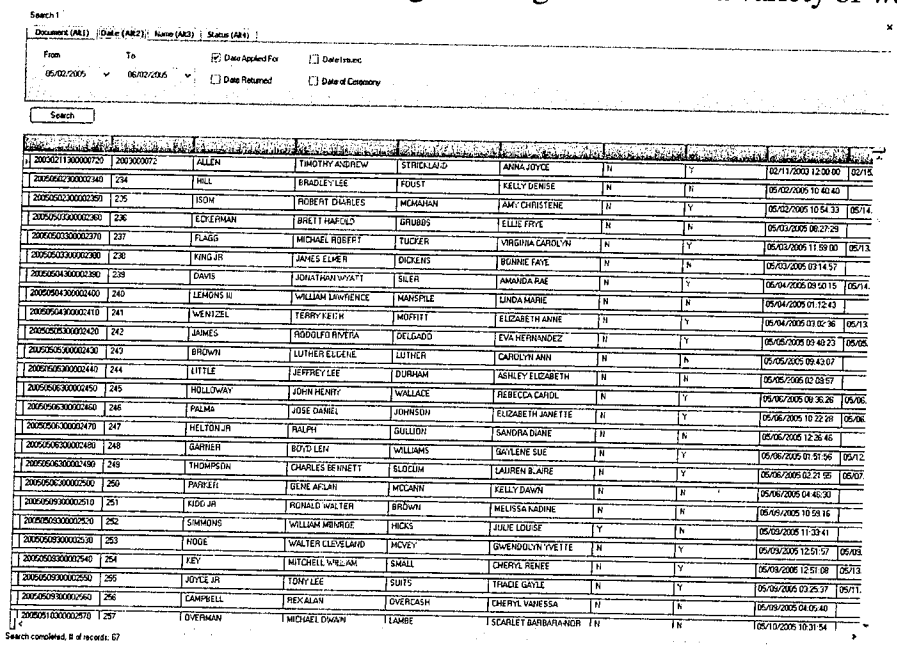


Figure 30. Marriage License Search Window

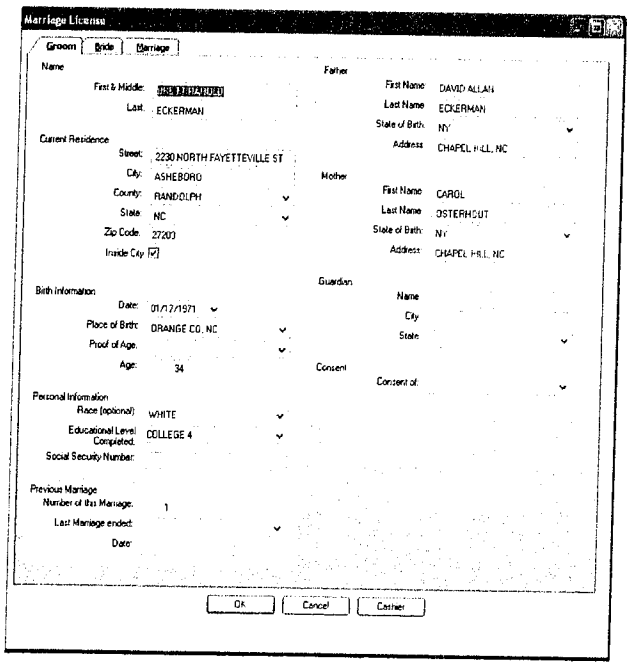


Figure 31. Marriage License Data Entry Window

Marriage license data is indexed on a user friendly form that utilizes auto-complete fields and drop-down list whenever possible.

After all prevalent data has been indexed, marriage license issuance fees can be levied and recorded from the same location. Customer receipts are automatically generated. A daily transaction report is incorporated into the application for accounting purposes

After a marriage license has been created in the system, a marriage license application and marriage license can be immediately generated and printed. Indexed data is automatically transposed onto standard state forms to produce the proper documents.

Document Image

Close | Save | Next | 1 | Preview | Print | Print Setup | Redact | Export

IMPORTANT: 1 Items 1-20, use typewriter when possible, otherwise, ball point pen must be used. 2 Remove carbons, give first and second copies to applicants.

APPLICATION, LICENSE AND CERTIFICATE OF MARRIAGE

STATE OF NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES – NC VITAL RECORDS

246 — LICENSE NUMBER | RANDOLPH — COUNTY

MALE APPLICANT

1. NAME: FIRST JOSE DANIEL; MIDDLE; LAST PALMA
2a. RESIDENCE STATE: NC | 2b. COUNTY: RANDOLPH | 2c. CITY, TOWN, OR LOCATION: RANDLEMAN | 2d. INSIDE CITY LIMITS (Specify Yes or No): YES
2e. STREET AND NUMBER: 103 HERITAGE DRIVE | 3. BIRTHPLACE (COUNTY & STATE): NICARAGUA | 4a. DATE OF BIRTH (Month, Day, Year): JUL 14, 1980 | 4b. AGE: 24
5a. FATHER NAME: JOSE PALMA | 5b. STATE OF BIRTH: NICARAGUA | 5c. ADDRESS (If Living): DECEASED
6a. MOTHER MAIDEN NAME: MARIAM TELLEZ | 6b. STATE OF BIRTH: NICARAGUA | 6c. ADDRESS (If Living): RANDLEMAN, NC
7. RACE (Optional): HISPANIC | 8. NUMBER OF THIS MARRIAGE - FIRST, SECOND, ETC. (Specify): 1 | IF PREVIOUSLY MARRIED: 9a. LAST MARRIAGE ENDED BY Death, Divorce, Or Annulment (Specify) | 9b. DATE MONTH YEAR | 10. EDUCATION GRADE OF HIGHEST GRADE COMPLETED: ELEMENTARY (0,1,2,3,4,... or 8) | HIGH SCHOOL (1, 2, 3, or 4) | COLLEGE (1, 2, 3, 4, or 5): 4

FEMALE APPLICANT

11a. NAME: FIRST ELIZABETH JANETTE; MIDDLE; LAST JOHNSON | 11b. MAIDEN SURNAME (If Different)
12a. RESIDENCE STATE: NC | 12b. COUNTY: RANDOLPH | 12c. CITY, TOWN, OR LOCATION: ASHEBORO | 12d. INSIDE CITY LIMITS (Specify Yes or No): NO
12e. STREET AND NUMBER: 2174 OLD HUMBLE MILL ROAD | 13. BIRTHPLACE (COUNTY & STATE): RANDOLPH CO, NC | 14a. DATE OF BIRTH (Month, Day, Year): DEC 03, 1985 | 14b. AGE: 19
15a. FATHER NAME: WORTH JOHNSON | 15b. STATE OF BIRTH: NC | 15c. ADDRESS (If Living): ASHEBORO, NC
16a. MOTHER MAIDEN NAME: JANETTE DICKERSON | 16b. STATE OF BIRTH: NC | 16c. ADDRESS (If Living): ASHEBORO, NC
17. RACE (Optional): WHITE | 18. NUMBER OF THIS MARRIAGE - FIRST, SECOND, ETC. (Specify): 1 | IF PREVIOUSLY MARRIED: 19a. LAST MARRIAGE ENDED BY Death, Divorce, Or Annulment (Specify) | 19b. DATE MONTH YEAR | 20. EDUCATION GRADE OF HIGHEST GRADE COMPLETED: ELEMENTARY (0,1,2,3,4,... or 8) | HIGH SCHOOL (1, 2, 3 or 4) | COLLEGE (1, 2, 3, 4, or 5): 2

WE HEREBY MAKE APPLICATION TO THE REGISTER OF DEEDS FOR A MARRIAGE LICENSE AND SOLEMNLY SWEAR THAT ALL OF THE STATEMENTS CONTAINED IN THE ABOVE APPLICATION ARE TRUE. WE FURTHER MAKE OATH THAT THERE IS NO LEGAL IMPEDIMENT TO SUCH MARRIAGE.

SIGNATURE OF MALE APPLICANT

SIGNATURE OF FEMALE APPLICANT

To any ordained minister of any religious denomination, minister authorized by a church, federally or state recognized Indian nation or tribe, magistrate, or any other person authorized to solemnize a marriage under the laws of this State, you are hereby authorized, at any time within 60 days from the date hereof, to celebrate the proposed marriage at any place within this State. The minister or other person celebrating the marriage is required within 10 days to return this license to the Register of Deeds who issued the license. Failure to do so subjects person celebrating marriage to a forfeiture of $200.00 to anyone who sues for the same.

SWORN TO AND SUBSCRIBED BEFORE ME THIS MAY 6, 2005 — ANN SHAW, REGISTER OF DEEDS, DEPUTY ASSISTANT

OFFICIANT

21a. I CERTIFY THAT THE ABOVE NAMED PERSONS WERE MARRIED ON MONTH DAY YEAR: 05/06/2005 | 21b. PLACE OF MARRIAGE, COUNTY: RANDOLPH
21c. SIGNATURE OF OFFICIANT | 21d. TITLE: MAGISTRATE
21e. NAME OF OFFICIANT (PRINT/TYPE): J S CASTELLOE JR | 21f. ADDRESS: ASHEBORO

WITNESSES

22a. SIGNATURE OF WITNESS | 22b. SIGNATURE OF WITNESS
22c. NAME OF WITNESS (PRINT/TYPE): CHRISTINE D JOHNSON | 22d. NAME OF WITNESS (PRINT/TYPE): DARRELL JOHNSON
22e. ADDRESS OF WITNESS | 22f. ADDRESS OF WITNESS

DATE RETURNED TO REGISTER OF DEEDS _____ RECEIVED BY _____
DHHS 2132
VITAL RECORDS V-5-80 (Revised 6/94)

REGISTER OF DEEDS COPY

Figure 32. Marriage License Application Report

Document barcodes can also be produced from the AiVitals Marriage License Module to be affixed to marriage licenses when they are returned. After a marriage license has received a barcode and has been scanned into the system, a document image will be available within the Marriage License Module. The application offers the ability to redact sensitive information.

7 AiVitals Public Inquiry Module

7.1 Outstanding AiVitals Public Inquiry Features

- Customizable settings for conformation to individual government needs.
- Settings for individual users based on easily configurable security rights.
- Extensive search capabilities.
- Historical index search.
- Documents are searchable as soon as they are indexed.
- Document images are viewable as soon as they are scanned.
- Automatic calculation of fees.
- Customer escrow accounts so fee payment can be instantly debited.
- Availability of account statements to customers.
- Shopping cart functionality.
- Sorting and filtering of search results.
- Printable search result grids.
- Thumbnail document images for improved navigation.
- Audit trail for all error corrections and changes.
- Easy navigation to referenced documents for viewing.
- Image zooming by scale and defined area.
- Easy to learn and use.

7.2 Public Inquiry

The Public Inquiry module provides the public with an easy-to-learn, easy-to-use means of accessing all online documents that constitute public record. Extensive search capabilities are available to assist the user in locating a particular document. When a desired document has been located, the user may view images of each document page along with any document details that have been entered. A print function allows users to select all or certain pages of a document or documents for immediate or subsequent printing. The module automatically tabulates each user's printing fees which can be

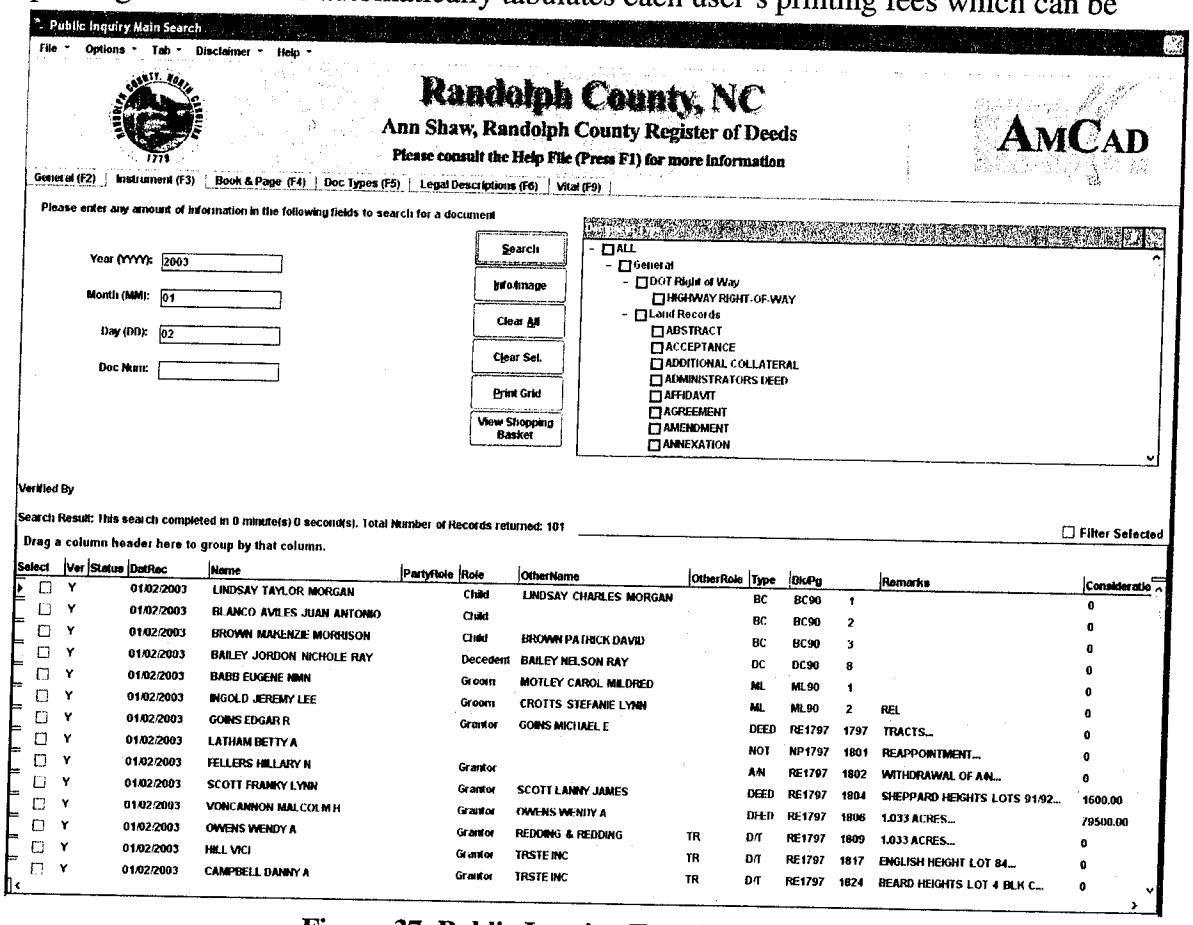


Figure 37. Public Inquiry Terminal Window

debited from a user account or sent to a cashier for handling of the transaction. Different styles of search mechanisms within the Public Inquiry Terminal window are separated into sets denoted by tabs. The sets are designed to be complimentary in nature with each set of search tools relying upon different kinds of data.

7.3 Document Type Tree

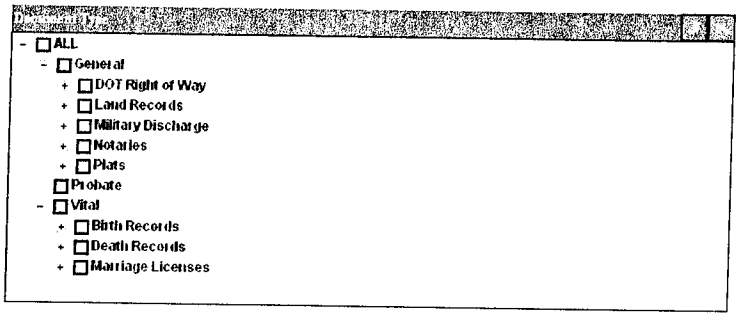


Figure 38. Document Type Tree

In conjunction with the search options offered in the various search tabs, the Document Type tree can be used to further refine search criteria. Specifically, the expandable hierarchy of the Document Type tree allows great flexibility with regards to the type or types of documents that the search will return. The users' options include narrowing the scope of a search to all documents belonging to a department, all documents belonging to a particular index within a department (e.g. only Births and Deaths from Vital Records), and individual document types within an index (e.g. from Marriage Licenses, only Informal Marriage Licenses). Moreover, the user can unselect indexes or certain documents from a particular index type.

7.4 Search Output Grid

If there is only one match to a query, the system automatically retrieves and opens the document image and index. However, when a search retrieves multiple documents, they are displayed in the search output grid located underneath the search tabs. There are a number of available options to further filter and sort the list of documents for optimal viewing.

Select	Ver	Status	DatRec	Name	PartyRole	Role	OtherName	OtherRole	Type	Blk/Pg		Remarks	Consideratio
☐	Y		01/02/2003	LINDSAY TAYLOR MORGAN		Child	LINDSAY CHARLES MORGAN		BC	BC90	1		0
☐	Y		01/02/2003	BLANCO AVILES JUAN ANTONIO		Child			BC	BC90	2		0
☐	Y		01/02/2003	BROWN MAKENZIE MORRISON		Child	BROWN PATRICK DAVID		BC	BC90	3		0
☐	Y		01/02/2003	BAILEY JORDON NICHOLE RAY		Decedent	BAILEY NELSON RAY		DC	DC90	8		0
☐	Y		01/02/2003	BABB EUGENE NMN		Groom	MOTLEY CAROL MILDRED		ML	ML90	1		0
☐	Y		01/02/2003	INGOLD JEREMY LEE		Groom	CROTTS STEFANIE LYNN		ML	ML90	2	REL	0
☐	Y		01/02/2003	GOINS EDGAR R		Grantor	GOINS MICHAEL E		DEED	RE1797	1797	TRACTS...	0
☐	Y		01/02/2003	LATHAM BETTY A					NOT	NP1797	1801	REAPPOINTMENT...	0
☐	Y		01/02/2003	FELLERS HILLARY N		Grantor			A/N	RE1797	1802	WITHDRAWAL OF A/N...	0
☐	Y		01/02/2003	SCOTT FRANKY LYNN		Grantor	SCOTT LANNY JAMES		DEED	RE1797	1804	SHEPPARD HEIGHTS LOTS 91/92...	1600.00
☐	Y		01/02/2003	VONCANNON MALCOLM H		Grantor	OWENS WENDY A		DEED	RE1797	1806	1.033 ACRES...	79500.00
☐	Y		01/02/2003	OWENS WENDY A		Grantor	REDDING & REDDING	TR	D/T	RE1797	1809	1.033 ACRES...	0
☐	Y		01/02/2003	HILL VICI		Grantor	TRSTE INC	TR	D/T	RE1797	1817	ENGLISH HEIGHT LOT 84...	0
☐	Y		01/02/2003	CAMPBELL DANNY A		Grantor	TRSTE INC	TR	D/T	RE1797	1824	BEARD HEIGHTS LOT 4 BLK C...	0

Figure 39. Search Output Grid

After a search has been performed that retrieves multiple documents, the user may sort the results by any of the fields in the search output grid. Clicking on a particular search output grid column heading will reconfigure the rows of the search output grid so that the values in the selected column are arranged in ascending order. For example, clicking on the 'Date & Time' column will sort the search output grid in chronological order by the date and time the documents were recorded. Fields in the search output grid may be sorted in descending order rather than ascending order by clicking on a column heading two times instead of one time.

The search output grid may also be filtered so that only certain documents are shown in the grid while the rest of the documents resulting from a search are hidden. The filter function makes browsing through documents in the Document Information window much more efficient.

The search output grid may be printed in its entirety or after filtering.

7.5 Document Information Window

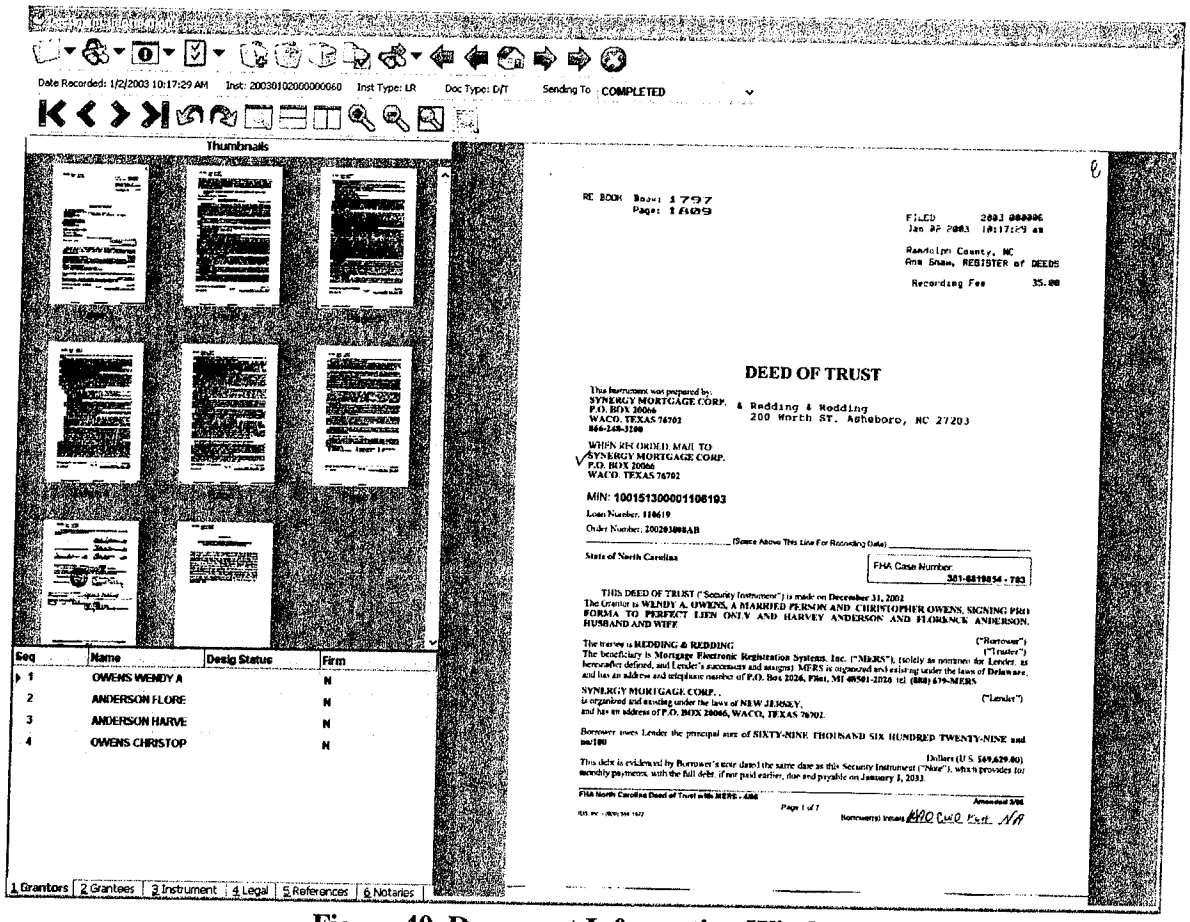


Figure 40. Document Information Window

Whenever a document is accessed, it will be displayed in the Document Information window. From the Document Information window, users are able to navigate through pages and documents, view document information, view document images, print documents images, view document audit information, and access their accounts.

7.6 Accounts and Printing

As in the AiVitals Data Entry Module, selected document pages or documents in their entirety may be printed at one time. However, in the Public Inquiry Module, there is another way for a customer to print document pages. The second method uses 'Shopping Cart' functionality to hold pages from multiple documents for subsequent printing. Using the Shopping Cart allows customers to collect all the documents they wish to print and then print them all at the same time rather then generating a print job for each document to be printed. Each of these print methods involves automatic fee tabulation and optional receipt production.

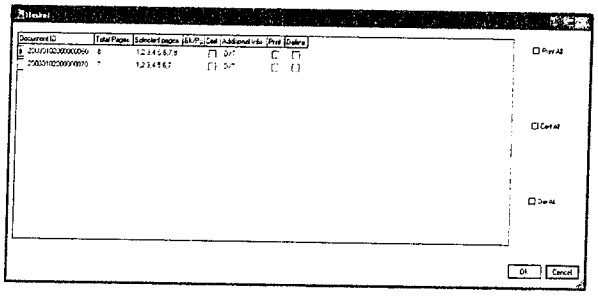


Figure 41. Shopping Basket Window

Before every print job users can be prompted to log into an account if they have one. Once logged in to a valid account, users may have the cost of subsequent print jobs debited from their account until they log out. Customers without an account should bring any receipts to cashier for payment.

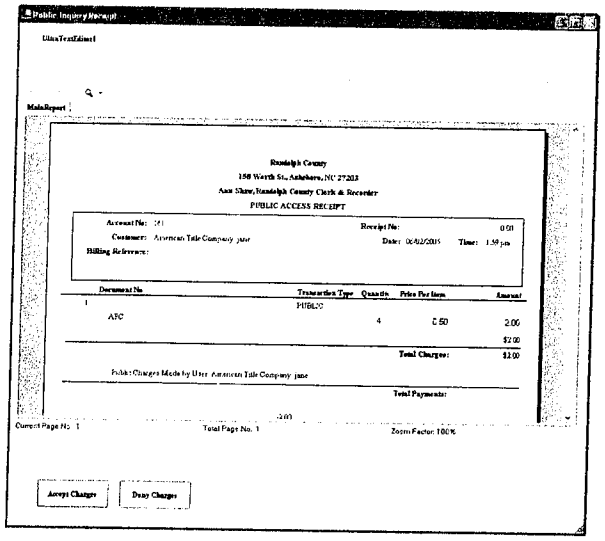


Figure 42. Accept Charges Window

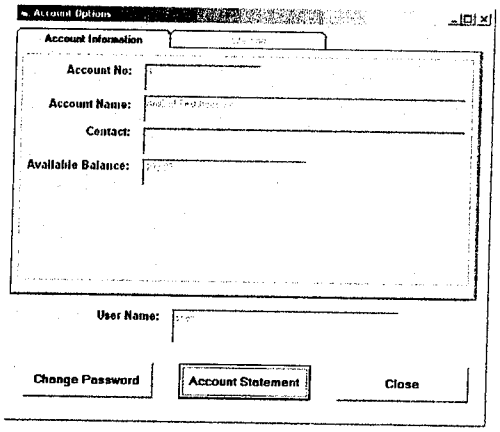


Figure 43. Account Options Window

Account holders may also access their account information from within the AiVitals Public Inquiry module. They may view their available balance, view any warnings they might have received as a result of a low balance, change their password, and generate account statements. Account statements display all account transaction activity over a given period of time.

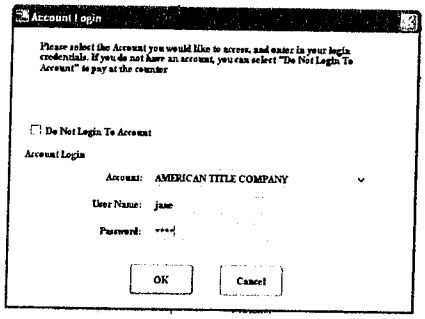


Figure 44. Login To Account Window

8 AiVitals Public Internet Access Module

8.1 Outstanding AiVitals Public Internet Access Features

- Customizable settings for conformation to individual government needs.
- Settings for individual users based on easily configurable security rights.
- The same extensive search capabilities as the AiVitals Public Access module.
- Historical index search.
- Created in C# as an ASP.NET application.
- Document images are available in PDF and TIF format.
- Sorting and grouping of search results by multiple categories.
- E-Commerce enabled with credit cards.
- Customer escrow accounts so fee payments can be instantly debited.
- Automatic funding of customer escrow accounts via credit card.
- Thumbnail document images for improved navigation.
- Shopping cart functionality.
- Sectional printing.
- Image zooming by scale and defined area.
- Ability to display watermarks.
- Image area printing.
- Provides ability for users to submit certification requests online.
- Easy to learn and use.

8.2 Public Internet Access

AmCad offers the inclusion of a Public Internet Access Module with AiVitals that enables users to search for and view documents via the internet or an intranet. Internet users are provided with functionality very similar to AiVitals's local Public Inquiry terminals.

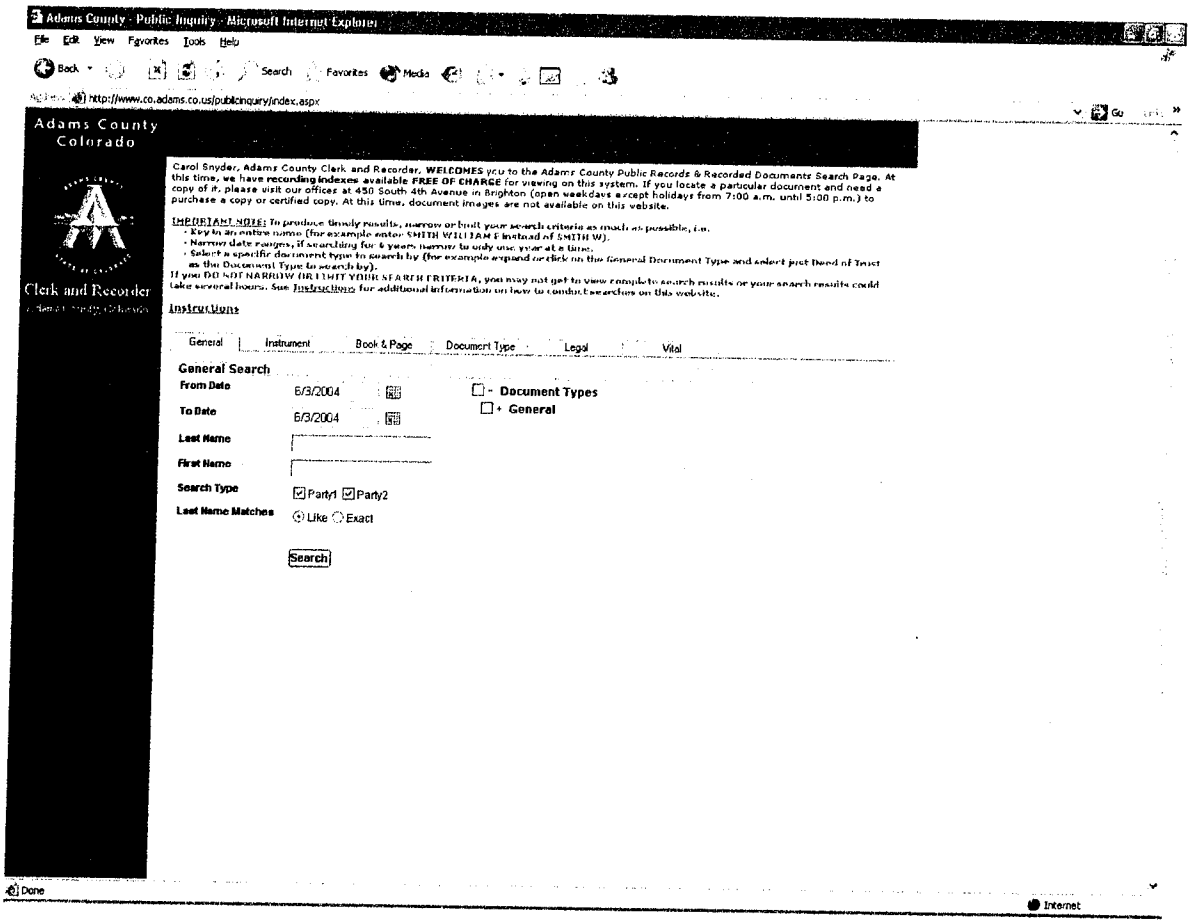


Figure 45. Public Internet Access Search Screen

The standard web browsers, Microsoft Internet Explorer and Netscape, are both supported by the AiVitals Public Internet Access Module. Hyperlinks to the PDF or TIF-formatted document images can be viewed using common plug-ins that are bundled for free with Microsoft Products and are also available for download as freeware. Employment of these common formats reduces costs and support issues.

8.3 Extensive Search Capabilities

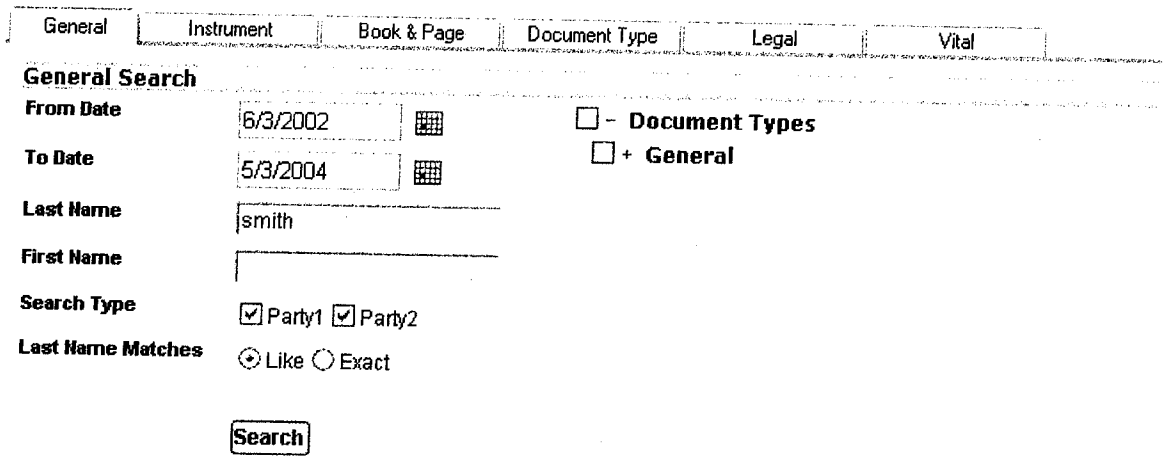


Figure 46. Public Internet Access Search Screen

Internet users may perform searches, view document information, and display and print document images. Search parameters which allow users to narrow search criteria and maximize performance typically mirror those found within Public Inquiry terminals.

Different styles of search mechanisms within the Public Internet Access Search Screen are separated into sets denoted by tabs. The sets are designed to be complimentary in nature with each set of search tools relying upon different kinds of data.

In conjunction with the search options offered in the various search tabs, the Document Type tree, also found within the Public Inquiry Module, can be used to further refine search criteria. Specifically, the expandable hierarchy of the Document Type tree allows great flexibility with regards to the type or types of documents that the search will return.

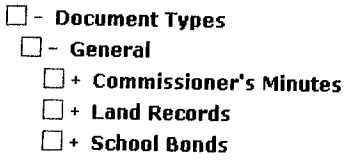


Figure 47. Document Type Tree

8.4 Search Output Grid

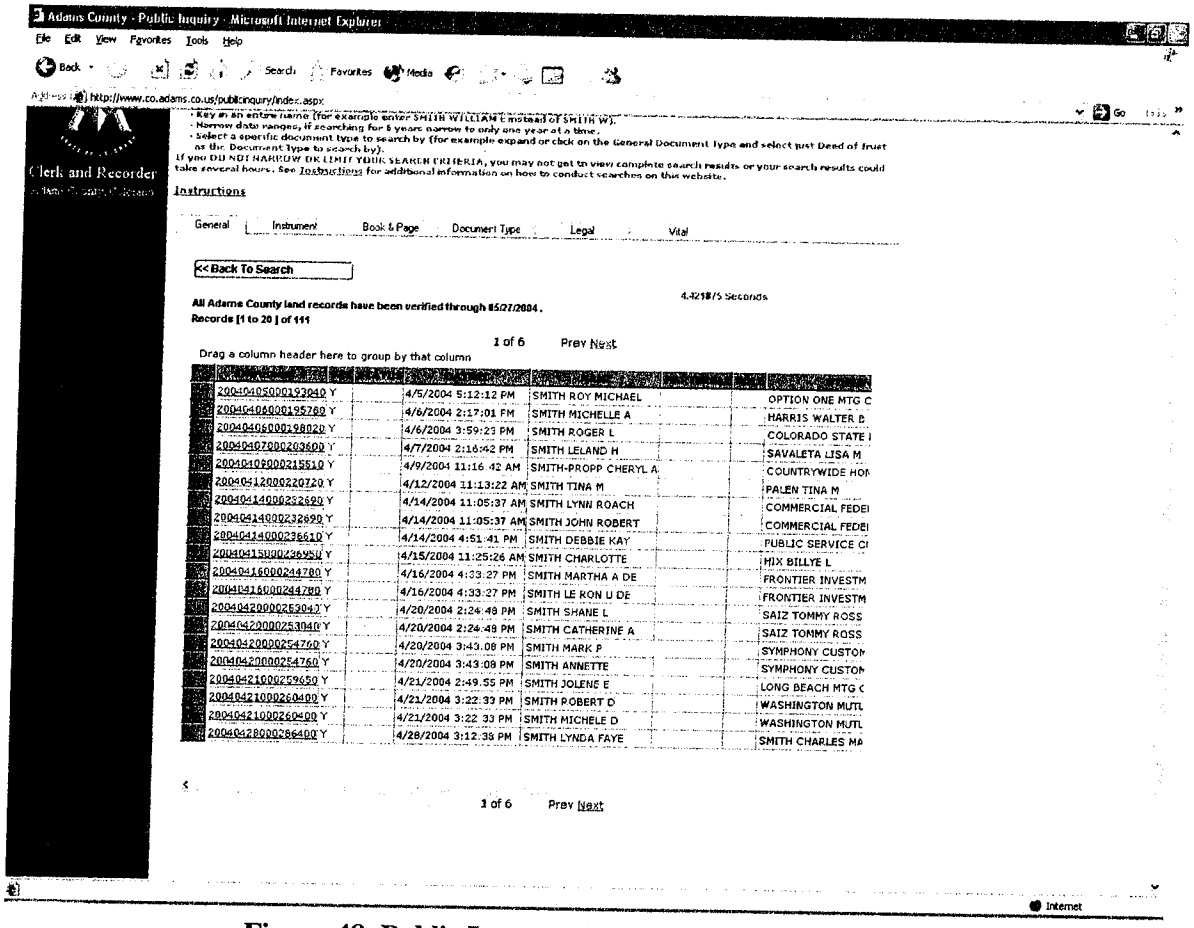
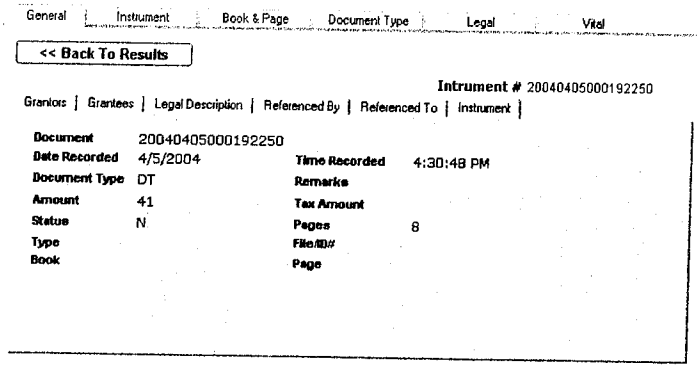


Figure 48. Public Internet Access Search Output Grid

As in the AiVitals Public Inquiry Module, when a search retrieves multiple documents, they are displayed in the search output grid. The search output grid displays basic index information about each instrument meeting the search criteria. Users can obtain additional information about an instrument and view the instrument image by clicking on the corresponding linked instrument number.



There are a number of available options to further filter and sort the search output grid that make browsing through huge search results effortless.

Figure 49. Document Detail Tabs

Search results can be organized by any of the fields in the search output grid. Clicking on a particular search output grid column heading will reconfigure the rows of the search output grid so that the values in the selected column are arranged in ascending order.

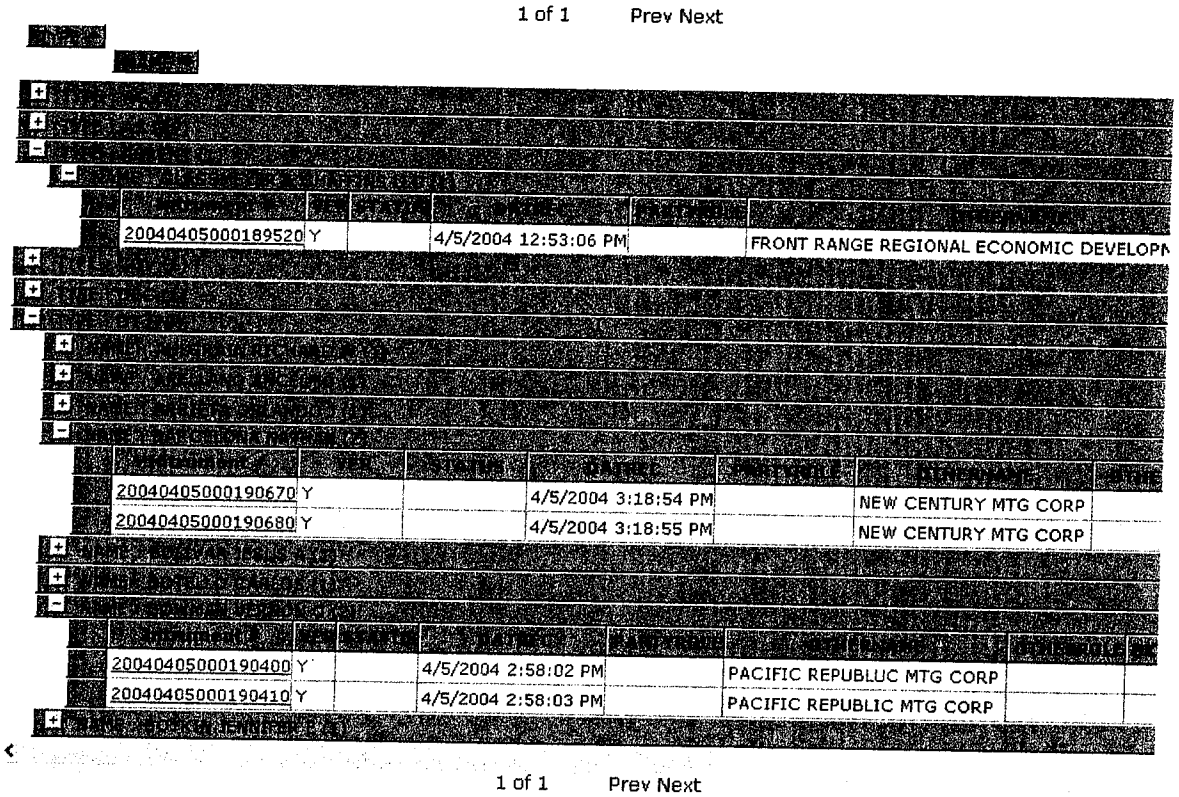


Figure 50. Grouped Search Output Grid

In addition, by dragging column headers to the left side of the screen, search results can be grouped by the corresponding categories. Grouping can be performed with multiple categories and essentially allows users to create their own navigational hierarchies by whatever they consider to be the order of import.

8.5 Image Display

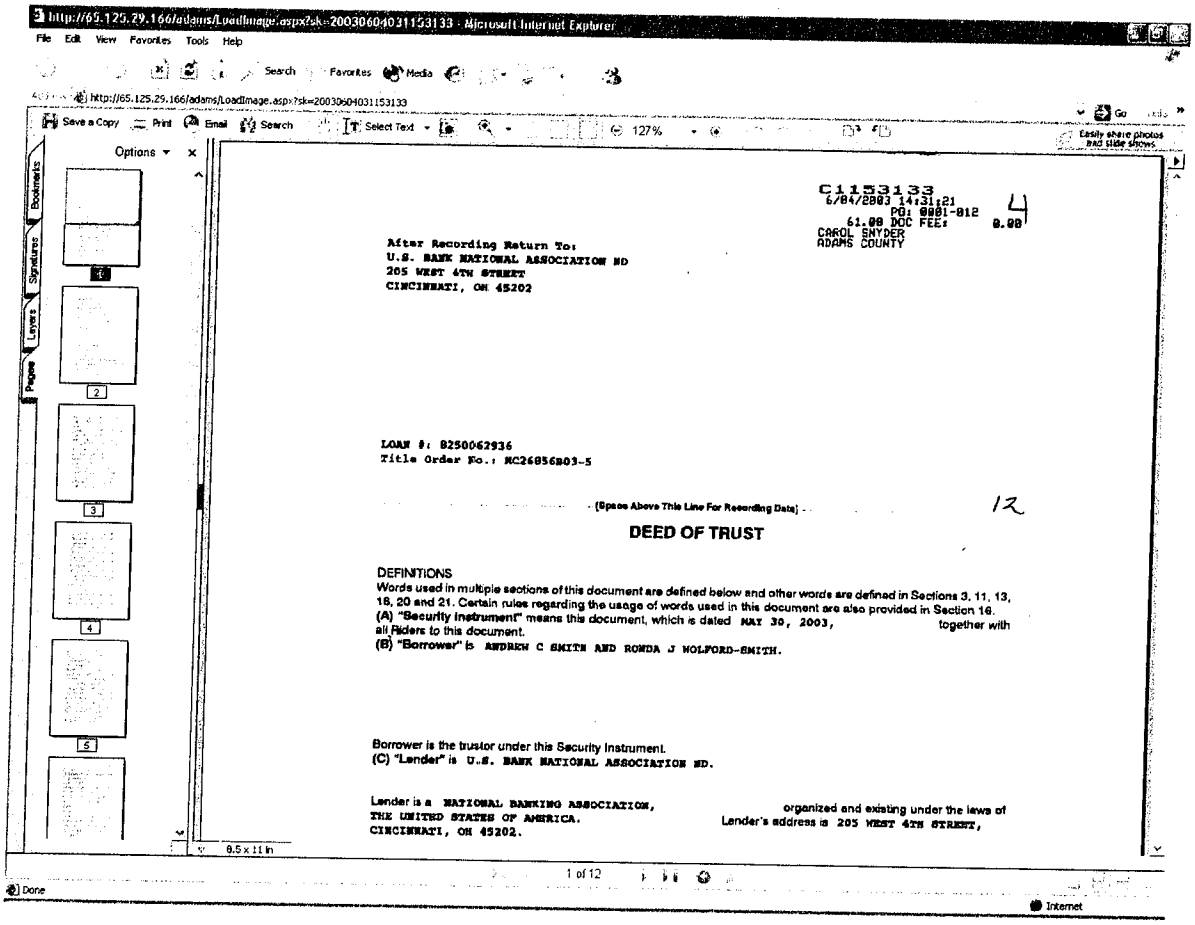


Figure 51. Image Display Screen

Because AiVitals is able to format document images as PDF files, those images can be displayed on Adobe's free image viewing interface. Adobe's interface includes great features such as thumbnail images, zoom ability, sectional printing, and more. The AiVitals Public Internet Access Module also supports watermarks to indicate that any document images printed or downloaded from the internet are unofficial copies.

9 *AiVitals Integrated AutoIndexing (AmAI)*

9.1 Outstanding AiVitals AmAI Functionality

- Customizable settings for conformation to individual government needs.
- Settings for individual users based on easily configurable security rights.
- Integrated in workflow.
- Automated indexing process for party names and document references.
- Reduced manual indexing.
- Immediate effectiveness.
- Ability to increase indexing accuracy over time.

9.2 AiVitals AmAI Interface

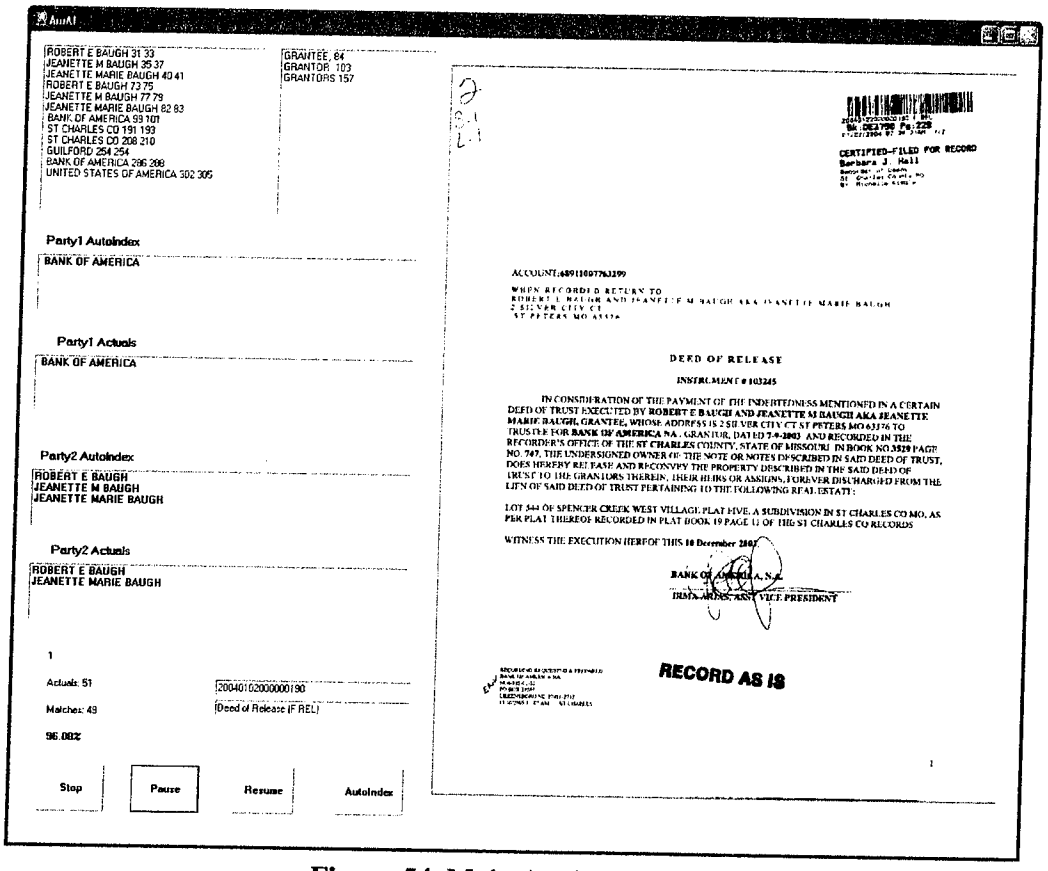


Figure 54. Main AmAI Window

The AmCad AutoIndexing is an integrated module employing "machine learning" technology (artificial intelligence) to perform pre-extraction of index information from scanned documents, which can then be verified by human indexers. Because of the tight integration of this module with AiVitals, it can achieve very high levels of accuracy, and can dynamically modify the document workflow path in response to internally-generated extraction confidence levels.

A unique feature of AmAI is its ability to automatically adapt, learn, from its mistakes. It uses the entire constellation of information that is collected on the AiVitals system, including information already on the index database, previous document layout patterns, and OCR confidence thresholds, in a constant attempt to improve its detection performance. This is done as a background process, constantly, without any human intervention, unlike other competitive technologies, which require periodic external intervention to adjust their detection rules.

Though we do not assert that AmAI can eliminate the human examination function in the indexing process, significant savings can be achieved by eliminating or short-cutting workflow steps. For example, the system could be configured, based on dynamically

calculated confidence levels, to automatically route high-confidence documents to re-key verification, or even visual verification, bypassing the usual data entry step. Any errors detected by the verification operators are immediately used by AmAI to improve its detection algorithms.

Certain external factors can influence the performance of the AmAI module (or indeed any auto-indexing technology). These include:

- The quality of the original documents
- The resolution and efficiency of the scanning process
- Unusual document layouts

Though there may be little that can be done to improve the autoindexing result from low-quality originals, scanning quality can usually be improved mechanically, and AmAI is unique in that it can be expected to adapt to non-standard document formats as part of its automatic "learning" process.

10AiVitals Administration Module

10.1 Outstanding AiVitals Administration Features

- Customizable settings for conformation to individual government needs.
- More than forty standard reports.
- Reports tailored to individual government specifications.
- User maintainable tables.
- Ability to set fees in accordance with "user profiles" permitting different fees to be charged for different types of users.
- User maintenance allowing for adding and removing users from the system.
- The ability to restrict rights to view and/or edit fields based on security role.
- Complete audit trail and workflow.
- Security rights and roles for every module.
- Password aging.
- Account creation, maintenance, and tracking.
- Account invoicing.
- Printing of entire books at once.
- Specialized image exporting to improve microfilming efficiency.
- Ability to export reports as different file types.

10.2 User Maintenance

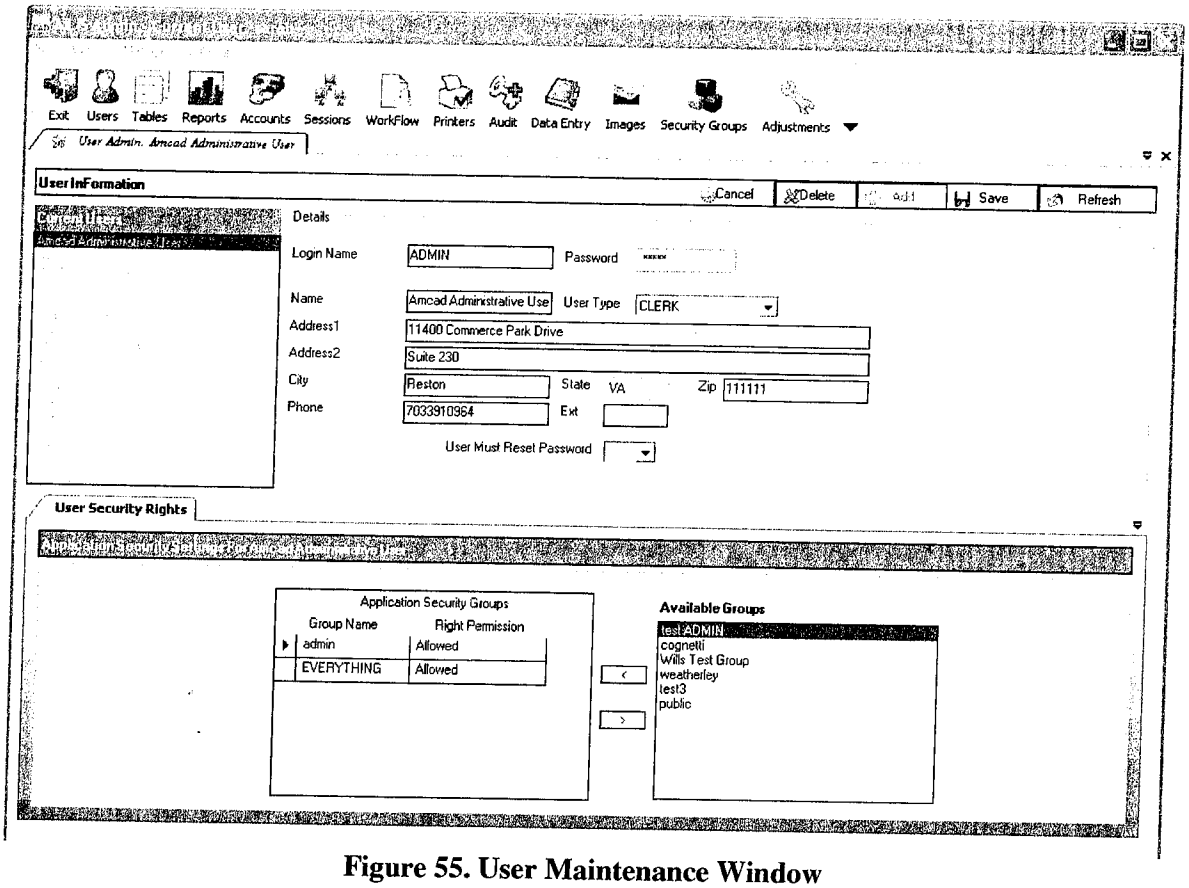


Figure 55. User Maintenance Window

AiVitals's User Maintenance system supports the creation of a limitless number of system users each with their own personalized settings. This functionality provides tremendous flexibility toward administrative security control and general task management within the office. Each system user is given a unique login name and password which they must use to log into AiVitals modules. Other information about the user may also be stored here.

10.2.1 Security Rights

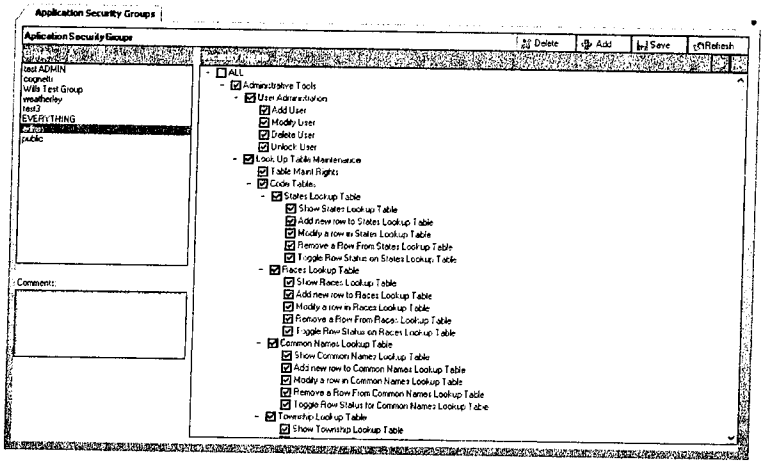


Figure 56. Security Rights Tab

AiVitals provides an extensive array of selectable security rights that regulate every facet of the system. Every defined user has a set of security rights that may be uniquely configured to correspond to that user's role within the office. For example, a user who's duty is to verify documents may be given the right to perform verification but not data entry or resolution. Similarly, office staff may be given the rights to view land records and vital records when they log in to the AiVitals Public Inquiry Module while public constituents are permitted to view land records only.

10.2.2 Session and Document Control

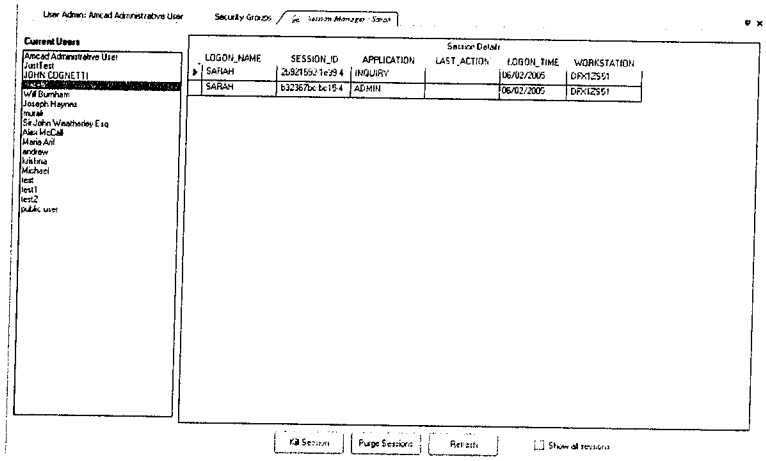


Figure 57. Sessions Tab

The Administration Module is able to track every AmCad program, or session, a current user is currently logged into and end any of those sessions if necessary. Similarly, each user's locked documents may be tracked and unlocked if necessary. Locked documents are those that are presently opened in locations where modifications can be made. To ensure the preservation of data integrity, a locked document may not be accessed by another user. Therefore, should someone lock a document accidentally leave a document open and become unavailable, an administrator may unlock that document making it available again to others.

10.3 Table Maintenance

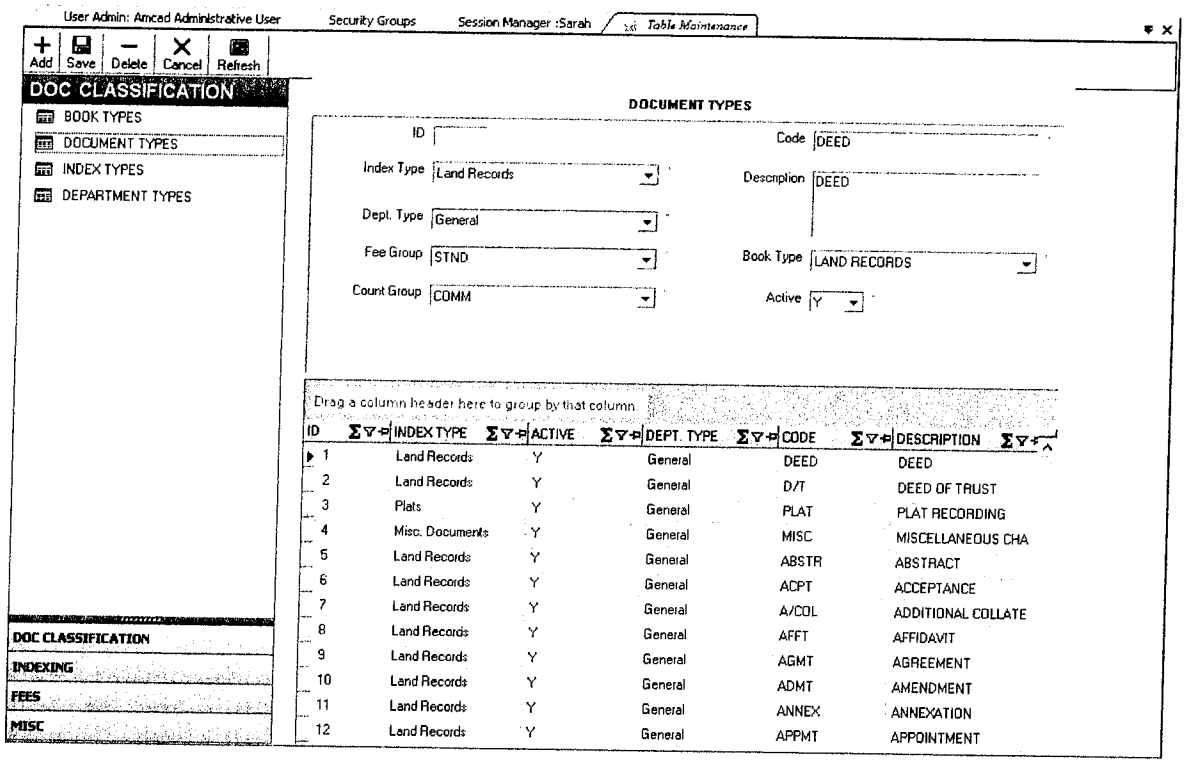


Figure 58. Table Maintenance Window

AiVitals includes its Table Maintenance apparatus as a way to further increase system flexibility and grant the office administrator the ability to make small customizations at any time to more easily cope with small day-to-day changes. The provided tables store data that populate various lists and options throughout the AiVitals system. Table Maintenance allows these tables to be easily edited by deleting entries, adding entries, and altering entries while preserving data integrity. Therefore, an item could be added to a list populating table of designated statuses for instance without ever having to enter the database.

10.4 Account Control

Frequent customers may have an account configured for them that can be used for recording, printing and copying expenses. Account administration allows such accounts to be created, modified, and monitored. Basic account information like customer name, contact name, account number, and other account setting are stored here.

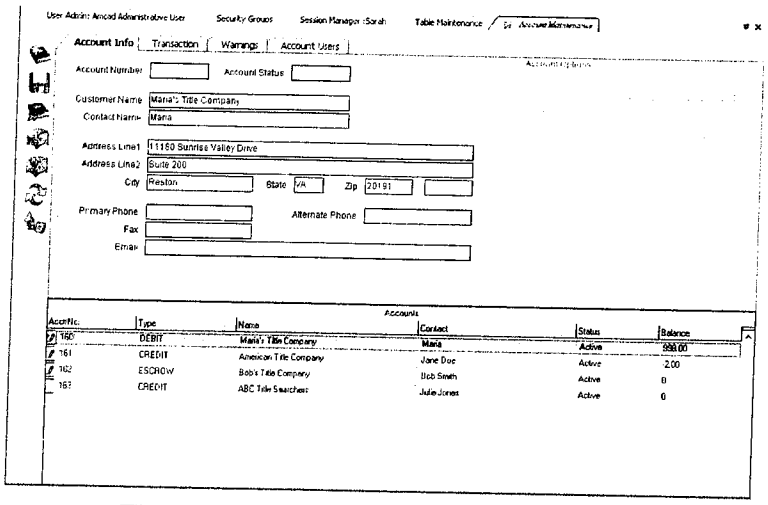


Figure 59. Account Information Window

The account transactions and warnings of every account may be displayed. In addition, account statements may be generated which reflect all account transaction activity over a designated period of time.

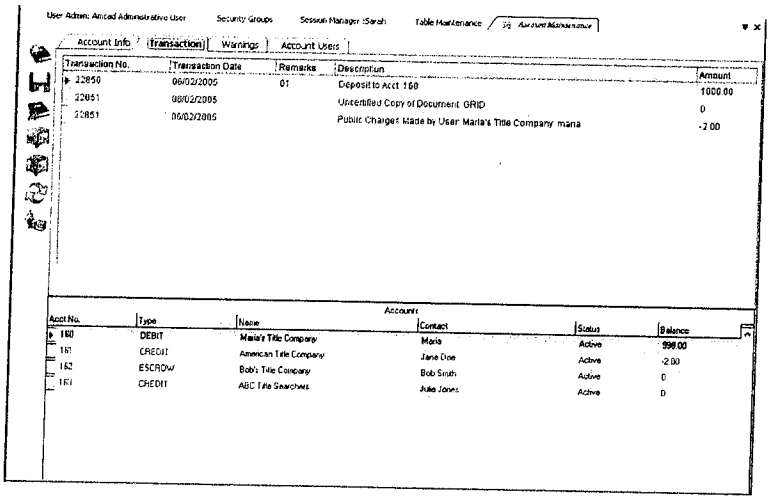


Figure 60. Account Transactions Window

Account users may be added and edited. Deposits, withdrawals, and account transfers may also be made to accounts.

10.5 Image Administration

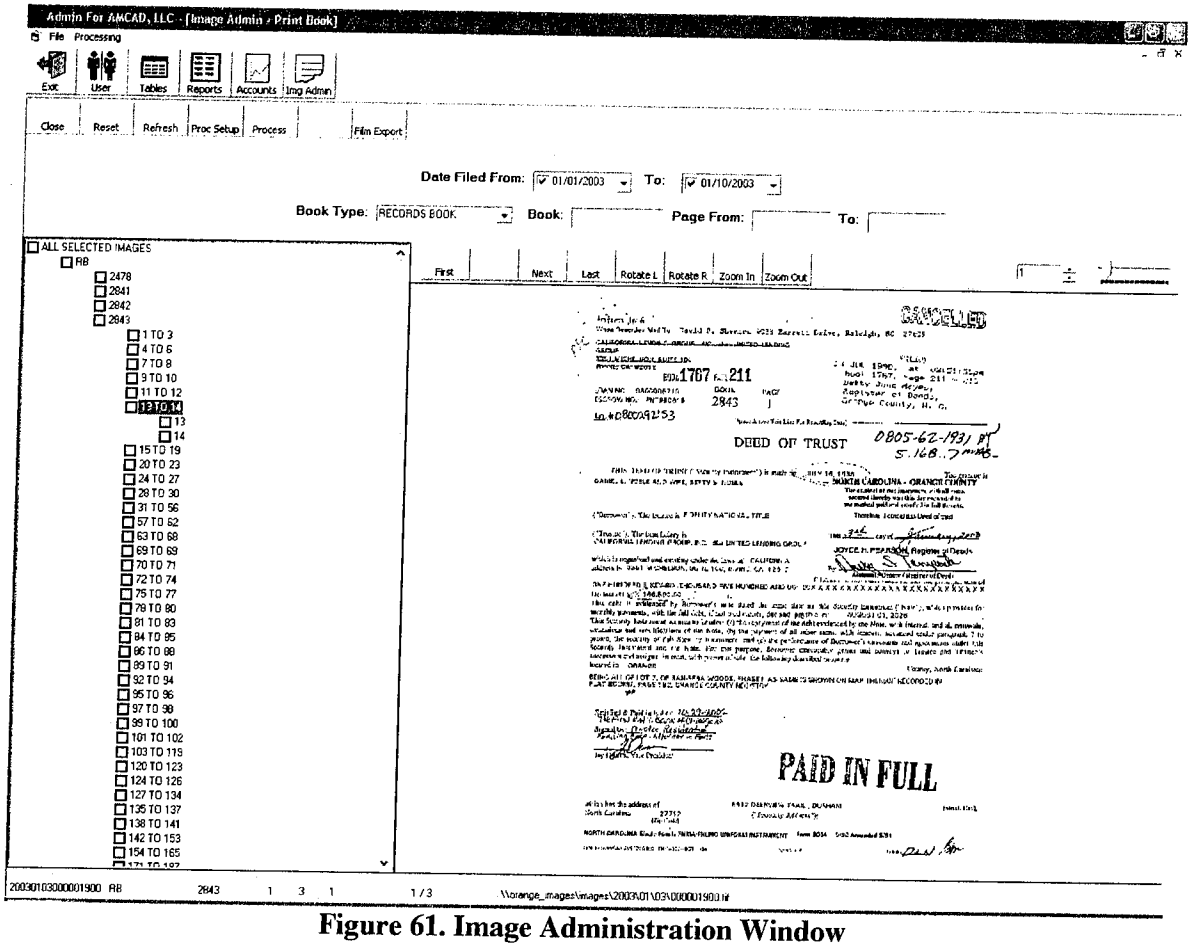


Figure 61. Image Administration Window

AiVitals Image Administration displays all books, documents, and pages in an expandable list depending on submitted criteria including date range, book type, and book and page numbers. Whole books or individual document pages may be selected to be printed in mass or exported.

10.5.1 Book Printing

AiVitals provides the ability to print entire books along with a host of print options to optimize the job such as adding heading and trailing pages, page annotation, and print options specific to point pages.

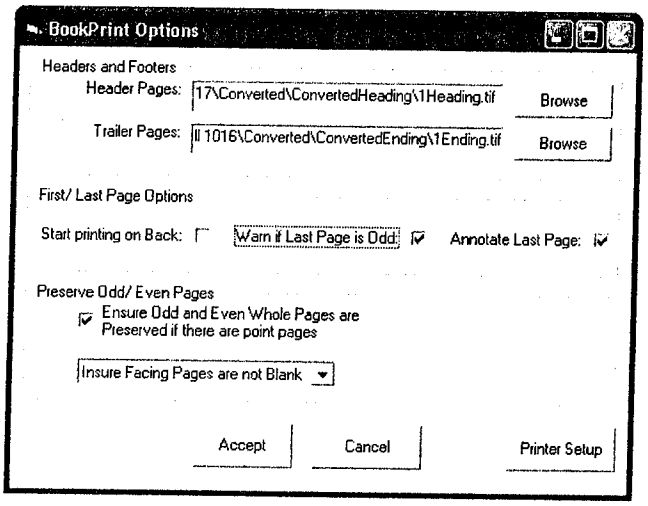


Figure 62. Book Print Options

10.5.2 Image Exporting

AiVitals also provides the capability to export images for microfilming. Image reduction ratio and rotation angle are able to be configured so that the resulting images will be fully prepared for microfilming. Notification is provided if the number of images attempting to be exported would not fit on a reel of a given size. In addition, image list files and error logs may be produced.

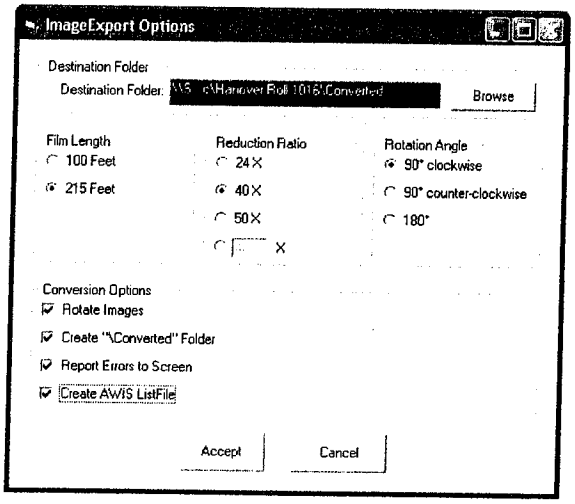


Figure 63. Image Export Options

10.6 Reporting

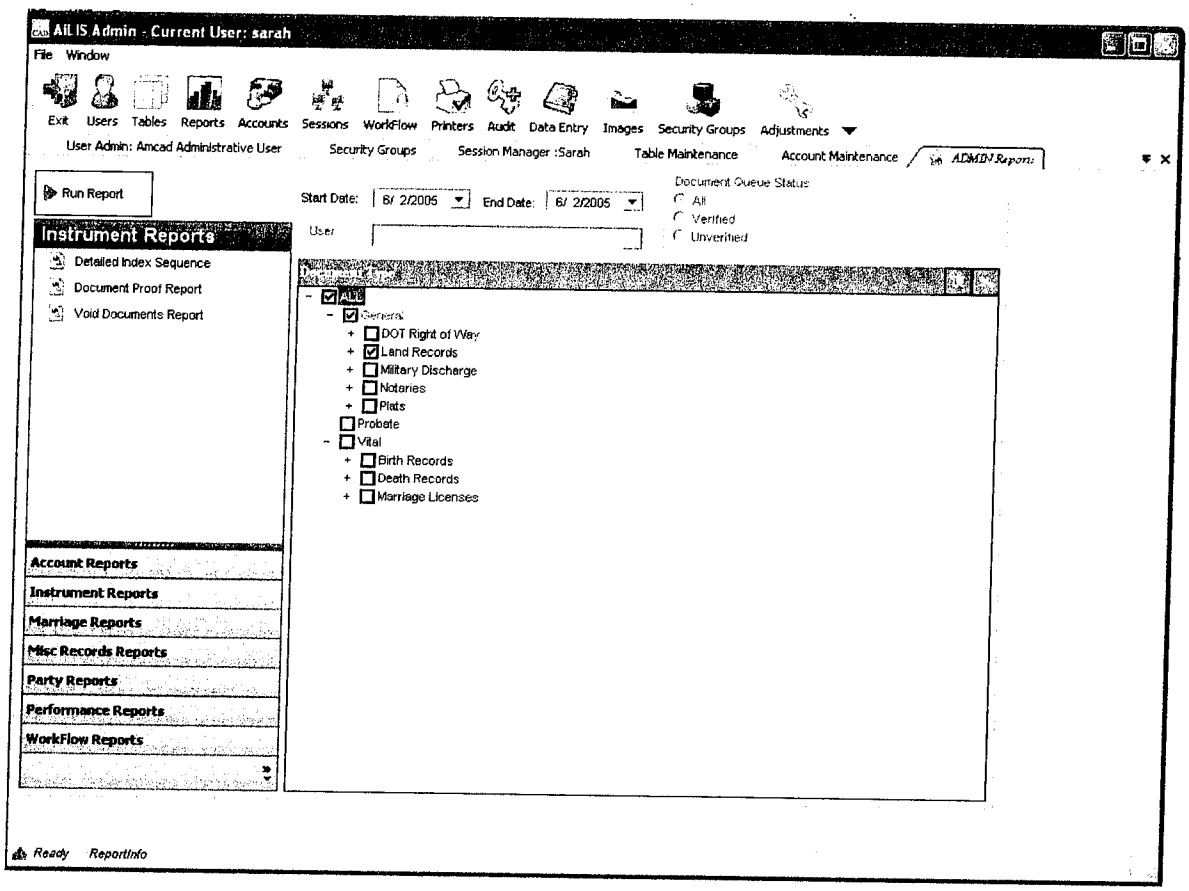


Figure 64. Reports Window

AmCad's AiVitals system offers a vast array of reports which can be used to track every aspect of office business. Report generation is not confined to the Administration Module. Current AiVitals installation sites have chosen to make certain reports available within the modules they most relate to. Most sites, for example, chose to run the Suspended Transaction report exclusively from the AiVitals Cashiering Module.

All reports require the definition of at least one criterion to limit their size and increase their focus. In most cases, reports reflect the results of a search within a given date range. Depending on intended purposes, some reports also allow results to be further narrowed by specification of a certain document type or types while others can be limited to reflect the actions of a certain user or users.

AmCad takes special care in designing systems for our customers that are specifically tailored to conform to their unique set of circumstances. Reports are no exception to our policy. While there are a number of "standard" reports that are usually requested, AmCad is happy to oblige in the creation of a unique group of reports.

10.6.1 List of Reports

Following is a list, not a comprehensive one, of some commonly provided reports:

- Summarized & Detailed Transaction Reports
- Monthly & Yearly Summary Reports
- Monthly & Yearly Spreadsheet Summary Reports
- Correction Report
- Checks List
- User Fees Report
- Suspended Transaction Report
- Voided Document Report
- Returnee Label Report
- Refund Report
- Transaction Audit Report
- Detailed & General Index Sequence Reports
- Notary Index Report
- Birth & Death Index Reports
- Account Activity Report
- Account Transaction Report
- Account Invoice Report
- Escrow Account Report
- Document Detail Report
- Temporary & Master Index Numerical Reports
- Document Workflow Performance Report by User
- Document Workflow Performance Report by Index
- Scanning Workflow Performance Report
- State Report
- Document Proof Report

EXHIBIT "A-2"

SYSTEM FEATURES

EXHIBIT "B"

IMPLEMENTATION PLAN

PROJECT PHASE	DESCRIPTION	DELIVERABLE	AMOUNT
Delivery of Licenses & Project Kick-Off	**Project Initiation, Kick-Off and Delivery to City of 43 System Software licenses that permit City end-users to access Cashiering, Rejection Processing, Scanning, Indexing & Verification, Auto-Indexing, Return Processing, Administration, Public Inquiry, Mobile Virtual Office, E-commerce, Intranet and Internet.**	**Delivery of 43 System Software Licenses to Director**	**$100,000.00**
PHASE 1	**Project Planning & Design: Discovery & Definition Study with Baseline Licensed System Software, Customer Application Walk-through On-site**	**Director's Acceptance of Final Requirements Document including Microsoft Project Plan, Training Plan & Facility Plan**	**$116,250.00**
	800,000 City data scanned and indexed for along with Contractor's standard version of the System for verification of images	**Acceptance of verified images by Director**	**$104,000.00**
PHASE 2	**Software Application and System Development - Final Design Based on Requirements and Establishment of City Training Site and installation of City's database server**	**Director's Acceptance of Each Custom-modified System Software Module as set out in Section IV(F)**	**$77,500.00**

	Data & Image Conversion & Validation w/Client **Second set of 800,000 images of City data scanned and indexed for Director's verification**	**Director's Acceptance upon Verification of Converted Records** **Acceptance of verified images by Director**	**$38,750.00** **$104,000.00**
PHASE 3	**Training**	**Upon conducting Training Courses Detailed in Exhibit "A"(7)**	**$7,500.00**
	User Manuals/System Documentation & Execute Test Plan with Customer	**Director's Acceptance of User Manual, System Documentation and Test Plan**	**$44,687.50**
	Finalize Data Conversion & Installation **Third set of 800,000 images of City data scanned and indexed for Director's verification**	**Director's Approval For City Data Conversion** **Acceptance of verified images by Director**	**$44,687.50** **$104,000.00**
PHASE 4	**Transition& Go-Live: Operation of System Software in Production Environment & Support by Contractor's On-Site Tech Support Consultant for up 10 days.**	**Acceptance of System as set out in Section IV(F) and Acceptance of CDs of Object Code for installed, tested and Accepted System Software**	
	Internet/E-Recording/Auto-Indexing enabling (as applicable)	**Director's Acceptance of Implemented Internet/E-Recording/Auto-Indexing Features**	**$58,125.00**

	Final set of 1.6 million images of City data scanned and indexed for Director's verification	**Acceptance of verified images by Director**	**$208,000.00**
	Initiate Maintenance/Warranty	**See Section IV(A)**	

TOTAL PROJECT COSTS: $1,007,500.00

EXHIBIT "B-1"

BUSINESS ASSOCIATE AGREEMENT

FOR CITY CONTRACT FOR THE

VITAL STATISTICS IMAGING AND INFORMATION RETRIEVAL SYSTEM

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made on the Countersignature Date (the date on which the City Contract is countersigned by the City Controller) between the **CITY OF HOUSTON** (the "City"), a municipal corporation, and **AMERICAN CADASTRE, LLC, D/B/A AmCad** (the "Contractor"), a Virginia limited liability company doing business in Texas.

RECITALS:

WHEREAS, the City (hereinafter referred to as Covered Entity) will make available and transfer to Contractor (hereinafter referred to as Business Associate) certain protected health information (PHI) that is confidential and must be afforded special treatment and protection as required by law;

WHEREAS, PHI consisting of birth, death and adoption records maintained by Covered Entity are being provided to Business Associate for scanning and indexing into the Vital Statistics Imaging and Information Retrieval System being provided by Business Associate to Covered Entity under City Contract to which this Business Associate Agreement is made a part of as Exhibit "B-1;"

WHEREAS, the U.S. Department of Health and Human Services has issued final regulations, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the security of electronic protected health information ("EPHI") obtained, created or maintained by covered entities (the "HIPAA Security Rule"); and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives access, create, obtain or maintain Information (both PHI and EPHI) in carrying out their obligations to Covered Entity; and

WHEREAS, the parties desire to protect all Information (and to protect security of EPHI);

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

II. DEFINITIONS

As used in this Business Associate Agreement, the following terms have the meanings set out below:

a. "Parties" means Business Associate and Covered Entity.

b. "Secretary" means the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

c. "Security Incident" is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the system's operations in an information system.

III. USE AND DISCLOSURE OF INFORMATION

1. **Limits On Use And Disclosure Established By Terms of Contract** - Business Associate understands that it is prohibited from using or disclosing the Information (both PHI and EPHI) provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this Agreement or as required by law.

2. **Stated Purpose For Which Business Associate May Use Or Disclose Information** - The Parties agree that Business Associate is permitted to use and disclose Information provided or made available from Covered Entity for the following stated purposes:

a. for scanning and indexing Information into Covered Entity's computer system;

b. for storing Information on its server under the terms of the City Contract with Covered Entity.

3. **Limits on Use and Further Disclosure Established by Contract and Law**- Business Associate agrees that the Information provided or made available by Covered Entity shall only be used in accordance with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act

of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended.

4. **Appropriate Safeguards** - Business Associate will establish and maintain appropriate safeguards, as may be reasonably determined by Business Associate in its sole discretion, to prevent use or disclosure of the Information, other than as provided for by this Agreement or as required by law.

5. **Reports of Improper Use or Disclosure** - Business Associate agrees that it shall report to Covered Entity within ten Business Days (means Monday through Friday) of discovery of any use or disclosure by the Business Associate or its agents or subcontractors of Information of which Business Associate becomes aware was not provided for or allowed by this Agreement or by law.

6. **Subcontractors and Agents** - Business Associate agrees that anytime Information is provided or made available to any subcontractors or agents, Business Associate must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of Information as contained in this Agreement. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees in writing to implement reasonable and appropriate safeguards to protect EPHI.

7. **Return or Destruction of Information** - At termination of this Agreement, Business Associate shall return or destroy all Information received from or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the Information after termination of this Agreement. If return or destruction of the Information is not feasible, Business Associate shall extend the protections of this Agreement for as long as necessary to protect the Information and to limit any further use or disclosure. If Business Associate elects to destroy the Information, it shall certify to Covered Entity that the Information has been destroyed.

8. **Property Rights** - The Information shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the Information, including any de-identified

Information, as a result of this Agreement.

9. **Security Incident** - Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, as such term is defined in the HIPAA Security Rule. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

IV. TERM AND TERMINATION

1. **Term** - The term of this Agreement shall commence on the Countersignature Date of the Original Contract and shall expire when all of the Information provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity.

2. **Termination** -All terms set out in Article V, Term and Termination of the City Contract shall apply to this Business Associate Agreement, except that Covered Entity also has the right to terminate this Business Associate Agreement for non-compliance of the terms and conditions of this Business Associate Agreement.

V. MISCELLANEOUS

1. All terms set out in Article VI of the City Contract shall apply to this Business Associate Agreement.

2. **New Statutory and Legislative Requirements** - This Agreement is subject to newly adopted statutory and legislative requirements.

3. **Survival of Privacy Provisions** - Each party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

4. **Amendment Related to Privacy and Security Requirements** - The Parties agree to take such

action as is necessary to amend this Agreement to comply with the Privacy and Security Requirements of HIPAA and Texas and Health and Safety Code Ann. Section 181.001 et seq., as amended, and any other law or regulation affecting the use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the aforementioned statutes.

EXHIBIT "C"

MWBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1._____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2._____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.

3.Within five business days of execution of this subcontract, Engineer (prime engineer) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4.Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:

a.Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

b.If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

c.Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d.If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

e.All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

EXHIBIT "D"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

_____
Date

_____
Contractor Name

_____
Signature

_____
Title

EXHIBIT "F"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ Initials — A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Initials — Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Initials — Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

_____ Initials — Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ Initials — From _____ to _____ the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Initials — Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ Initials — I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____
(Date)

_____
(Typed or Printed Name)

_____
(Signature)

_____
(Title)

EXHIBIT "G"

CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

LARRY V. HERRMAN, Executive Vice President
(Name) (Title)

as an owner or officer of AMERICAN Cadastre, LLC (dba AmCad) (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing Vital Statistics Imaging & Information Retrieval System
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Feb 26, 2008
(Date)

L. V. HERRMAN
(Typed or Printed Name)

L V Herrman
(Signature)

Executive Vice President
(Title)