

## EXHIBIT - A

### **SERVICE LEVEL AGREEMENT** **Non-Criminal Justice Fingerprint and Related Services Project** **RFP #405-C5-9013**

**COPY**

#### **I. PREFACE**

The Service Level Agreement is intended to further establish the duties and responsibilities of the Texas Department of Public Safety (TXDPS) and, Identix Identification Services, LLC (Vendor), under the Non-Criminal Justice Fingerprint and Related Services Project (AFS). Vendor agrees to provide services in accordance with the Service Levels stated in this agreement.

#### **II. PRELIMINARY TASKS**

Vendor, jointly with TXDPS will develop a Project Plan with timelines to ensure the most efficient utilization of resources to achieve the project implementation. The project Implementation Date is 180 days after the date of the signature of the last party to sign the Contract. Vendor will take all steps necessary to achieve the Implementation Date.

Included in the Project Plan will be all initial design, programming and test schedules. Vendor agrees to supply staff and support necessary to achieve all objectives of the Project Plan.

#### **III. IMPLEMENTATION**

Vendor is expected to have the solution fully implemented by the project Implementation Date listed in section II. As required in Section 3.2.10 of the RFP, Vendor must submit a Project Plan for implementation and ongoing support of the AFS project. Staffing and timelines for each phase must be included in the plan. At a minimum, the Project Plan must include:

- Vendor assignment of an experienced Project Leader whose time is fully allocated to this project. The Project Leader must be supported by an experienced senior management and technical team.
- A detailed project schedule, which identifies all of the tasks to be performed. This schedule is to be monitored throughout the project by the Project Leader and other members of the management team. The schedule may incorporate a phased roll-out approach and contain built-in downtime to account for unanticipated delays.
- System functionality must be demonstrated to and approved by TXDPS prior to roll-out.
- Vendor's Project Plan must identify potential risks and implement mitigating strategies to address these risks.
- Vendor must lead an implementation meeting with TXDPS and potential interface agencies. At this meeting, each interface agency will assign an agency representative to serve as a point of contact with Vendor's Project Leader.
- Vendor must maintain formal and informal contact as needed between Vendor's Project Leader, TXDPS and the agency representatives to ensure the successful implementation of

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Vendor's solution. Additionally, Vendor must address any issues that arise immediately. Vendor must provide a written implementation status report on a weekly basis.

### IV. RESPONSIBILITIES OF THE VENDOR

Vendor agrees to accomplish the following objectives:

- To develop a system to provide applicant fingerprint capture to reduce the non-criminal justice demand for applicant fingerprint capture on law enforcement agencies;
- To develop a system that will address the needs of the applicants with regard to location, service and convenience. Vendor must describe in detail, their plan to provide statewide coverage. Vendor's detailed plan must include as a minimum:
  1. The allocation strategy Vendor will use to provide required statewide coverage.
  2. Strategy for capturing applicant fingerprints and photographs digitally. Applicant fingerprint record will consist of Type 1 Record, Texas Type 2 Record, Type 4 Record (14 images – 10 rolled and 4 slap images), and a Type 10 Record (mugshot) compliant with EFTS 7.0.
  3. Poses recorded in the digital mugshot image must adhere to those established for the purposes of Driver License/Identification Card photographs. Hats must be removed, however, religious headwear may be worn for the photograph. If religious headwear is worn, the Live Scan Operator (LSO) shall ensure that the applicant's facial features (eyes, nose and mouth) are visible. It is not necessary for the applicant's ears or hair to be visible. Dark shades and any disguises obviously designed to conceal identity must be removed.
  4. Vendor's warranty that all live scan or card scan equipment used to support the AFS is certified according to the FBI Image Quality Standards (IQS), Appendix F standards.
  5. Vendor's warranty that AFS is able to maintain a 98% classifiability rate for all fingerprint submissions. AFS developed must have the ability to verify the quality of fingerprints collected at the time of acquisition, and to resubmit rejected prints. AFS must have the ability to identify and attach the Transaction Control Number (TCN) to the submission transaction when rejected prints are resubmitted. *Vendor understands and accepts that Vendor will be responsible for duplicative FBI charges resulting from resubmissions that do not include the TCN in the Transaction Control Reference (TCR) field returned by the FBI for the rejected submission.*
  6. AFS must ensure that customer appointments are scheduled in a timely manner and that the submission of fingerprint capture occurs in a timely manner (within 24 hours from the time applicant prints are acquired for mobile devices that do not have a fixed telecommunication access point). Submissions from fixed transmission points are expected to be sent in real or near real time, not in batches.
  7. AFS must submit applicant fingerprints electronically to the State's AFIS. Transmission interface requirements are documented in the live scan to GTC interface document, with data interface requirements listed in the Remote Interface Document and the Data Dictionary. TXDPS will require the AFS to network live

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- scan devices to a central host that has a single connection to the GTC. The AFS is responsible for generating TCN utilizing the Texas DPS TCN generation algorithm.
8. AFS must retain the applicant fingerprints, digital photo and demographic information for a minimum of three days or until receipt of acknowledgement from TXDPS, at which time the record must then be deleted. If Vendor does not receive an accept/reject notification from TXDPS within 24 hours, Vendor is to contact the TXDPS representative assigned to this project. TXDPS will work with Vendor to develop procedures regarding the accept/reject notice, specifically when no acknowledgement is received within a specified time period.
  9. Vendor must absorb all start-up costs, including the cost of equipment and any/all necessary interface development to ensure connectivity to the TXDPS AFIS system for electronic submission of fingerprint based criminal history checks.
  10. Vendor must agree, in writing, to abide by the provisions of the CJIS Security Policy, as it now exists and as it is thereafter amended, that applies to the AFS. This agreement must be incorporated into the AFS contract through the use of a signed CJIS Security Policy Addendum, as it now exists and as it is thereafter amended.
  11. Strategy for how AFS will address the issue of scheduling. Vendor should specifically address electronic scheduling (via the Internet); the feasibility of full time call centers for telephone scheduling that includes a customer service representative to answer customer questions pertaining to the fingerprint process, vendor locations, availability and appointment times.
  12. Vendor must provide customers with a toll free number for accessing the call center. The appointment scheduling call center must be open Monday through Friday 8am to 5pm Central Time. If an applicant calling the toll free number outside of the business hours described above will be directed to an Internet scheduling module or be offered the option of leaving a voice message, which Vendor must return during business hours. Any holidays or scheduled closing of the customer service call line must be approved by TXDPS in writing. Vendor must staff the customer service call center with adequate number of personnel to meet the service level goal of answering 90% of the calls within four (4) minutes. Vendor is to have Spanish-speaking customer service representatives available for applicants who prefer to schedule their appointments in Spanish. Additionally, Vendor's telephone system must be compatible with devices used by hearing impaired applicants. A toll-free fax number or Internet web site must also be available to hearing impaired applicants to schedule their appointments.
  13. At the time the appointment is scheduled, AFS must collect applicant demographic information and provide an appointment confirmation to applicant. Confirmation must be sent electronically via the Internet or provided orally by telephone or in person at the time the appointment is scheduled.
  14. Vendor's AFS must create a unique identifier for each applicant (i.e., control or transaction number) to ensure positive identification of applicant at time of fingerprint capture. This unique identifier is to be included with the applicant demographic information made available to the live scan site.
  15. Vendor's AFS must be able to accommodate a fingerprint authorization form (in either paper or electronic format) from an authorized entity. The Authorization form identifies the authorized entity (by ORI number), and type of fingerprint based criminal history check required.

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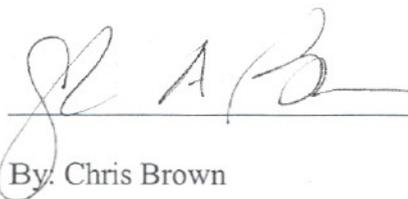
16. Applicant identification must be verified when applicant arrives at Vendor's designated live scan site prior to fingerprint capture. Vendor must verify applicant identity by comparing the photograph from a government issued photo ID to the applicant as well as the demographic information collected from the applicant at the time the appointment was scheduled.
  17. Upon positive identification of applicant, Vendor's AFS collects applicant's digital image and fingerprints and creates a NIST record, which is submitted to TXDPS.
  18. Vendor must collect their fingerprint service fee and if appropriate the TXDPS/FBI/TSA fingerprint based criminal history check fees and any other authorized federal fees for fingerprint based criminal history checks. Collection and payment of fees to TXDPS must comply with the Texas Comptroller of Public Accounts and the Department of Information Resources Texas Online E-Pay system.
  19. Vendor will receive status information only regarding the submitted record, an accept/reject notice from TXDPS and/or a reject notice from the FBI. TXDPS will work with Vendor to develop procedures regarding the accept/reject notice, specifically when no acknowledgement is received within a specified time period.
  20. Vendor's AFS must ensure that the TCN is included in any record submission transaction when rejected prints are resubmitted to the DPS/FBI. TCN may be obtained from either the authorized entity originally requesting the fingerprint based criminal history check and/or the applicant.
  21. Upon completion of TXDPS fingerprint based criminal history check (including FBI check if appropriate), the results of the criminal history check(s) will be forwarded to the authorized entity in accordance with Texas Government Code, Chapter 411.
  22. Vendor's AFS must be compatible with the Texas Online Occupational Licensing System (OLS) currently in use for state agency licensure renewal applications. Additionally, Vendor's system must have the flexibility to accommodate future Texas Online (e-commerce initiatives) system developments.
  23. NIST records received for persons born prior to 1940 will not be processed through AFIS and responses to these submissions will be delayed. Vendor should inform applicants born prior to 1940 of the delay.
  24. Vendor may develop a link from the websites of licensing agencies directly to their appointment scheduling system via the Internet if Vendor obtains permission from the licensing agency.
  25. Vendor may develop an interface with licensing agencies to receive applicant demographic information collected from an applicant during the licensing renewal process when the AFS appointment is scheduled.
  26. Vendor may partner with entities approved by DPS for the hosting of fingerprint capture sites.
- Vendor must provide all necessary hardware and software components to fulfill all technical components of the AFS.
  - Vendor must be available to meet upon request with TXDPS personnel throughout the duration of the working relationship.
  - Vendor agrees to diligently pursue and enforce security and fraud breaches by Vendor's employees or subcontracting entities. Vendor agrees to have in place safeguards to effectively detect and deter fraud issues such as misappropriation of service fee payments and theft of identity information. Vendor agrees to notify TXDPS of any criminal or

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governmental investigation regarding the Vendor's AFS or Vendor's performance under this contract.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on August 22, 2005

Identix Identification Services, LLC  
1650 Wabash Avenue, Suite D  
Springfield, IL 67204

  
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By: Chris Brown

Its General Manager and representative duly authorized to execute this Agreement.

TXDPS:

  
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By: Oscar Ybarra,

Its Chief of Finance and representative duly authorized to execute this Agreement.