MASTER AGREEMENT

AGREEMENT NUMBER	**MA-2017-13**
TAXPAYER IDENTIFICATION NUMBER	**752303920**

1. In this Master Agreement ("Agreement"), the term "Contractor" refers to **Tyler Technologies, Inc.**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California.** This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Participating Entities identified in Exhibit 1 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as "Judicial Branch Entities" or "JBEs" and individually as "JBE".
2. This Agreement is effective as of **March 1, 2019** ("Effective Date") and expires on **February 28, 2024** ("Expiration Date").

   This Agreement includes one 3-year option to extend through **February 28, 2027**, and an additional 2-year option to extend through **February 28, 2029**.
3. The title of this Agreement is: **Master Agreement for Odyssey Case Management System Software License, Professional Services, and Support, Maintenance and Hosted Services.**

   The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – Definitions
Exhibit 2 – Background and Purpose
Exhibit 3 – General Terms and Conditions
Exhibit 4 – Intentionally Left Blank
Exhibit 5 – Specifications
Exhibit 6 – Statement of Work
Exhibit 7 – Acceptance and Sign-Off Form
Exhibit 8 – Fees, Pricing and Payment Terms
Exhibit 9 – Contractor Expense and Travel Reimbursement Guidelines
Exhibit 10 – Maintenance and Support
Exhibit 11 – Training
Exhibit 12 – Transition Services
Exhibit 13 – Participating Addendum
Exhibit 14 – Unruh and FEHA Certification
Exhibit 15 – Intentionally Left Blank
Exhibit 16 – SaaS Service Level Agreement

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	**Tyler Technologies, Inc.**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING **Mona Lawson, Supervisor, Contracts**	PRINTED NAME AND TITLE OF PERSON SIGNING **Sherry Clark, Sr. Corporate Attorney**
DATE EXECUTED 2/27/2019	DATE EXECUTED 2/25/2019
ADDRESS **455 Golden Gate Avenue** **San Francisco, CA 94102**	ADDRESS **5101 Tennyson Parkway** **Plano, TX 75024**

EXHIBIT 1

DEFINITIONS

1. **Agreement**: the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.

2. **Amendment**: written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.

3. **Appropriation Year**: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.

4. **Contractor**: individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.

5. **Data**: information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

6. **Data Storage Capacity:** the contracted amount of storage capacity for JBE Data identified in the Investment Summary of the applicable Participating Addendum.

7. **Defect**: means a failure of the Licensed Software to substantially conform to the functional descriptions set forth in Exhibit 5 (Specifications), or their functional equivalent, based on a condition within Contractor's reasonable control.

8. **Defined Concurrent Users:** the number of concurrent users that are authorized to use the SaaS Services as defined in the applicable Participating Addendum.

9. **Deliverable(s)**: Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.

10. **Documentation**: means any online or written documentation related to the use or functionality of the Licensed Software that Contractor provides or otherwise makes available to JBE, including instructions, user guides, manuals and other training or self-help documentation.

11. **Hosted Services:** Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum.

12. **Licensed Software**: Contractor's commercially available Software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto licensed by Contractor to the Establishing JBE or participating JBE as applicable.

13. **Version Release(s)**: means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

14. **Material(s)**: software, designs, technology, tools, information, and all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and hardware.

15. **Notice**: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.

16. **Participating Entities**: Any of the California Superior Courts or Judicial Council of California, by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.

17. **PCC**: California Public Contract Code.

18. **Project Lead**: Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor's Project Lead may vary by Participating Entity.

19. **Project Manager**: JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.

20. **Source Code**: the source language code of the Licensed Software as the same is written by the programmers thereof.

21. **Specifications**: the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time by Contractor. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software. The Specifications in effect as of the Effective Date of this Agreement are set forth in Exhibit 5 (Specifications).

22. **Stop Work Order**: written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days to Contractor, or for a longer period by mutual agreement of the parties.

23. **Subcontractor**: a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

24. **Maintenance and Support Services**: those services required to support or maintain the Licensed Software or Hosted Services, in accordance with the terms of this Agreement, including Exhibit 10 (Maintenance and Support).

25. **SaaS Fees**: the fees for the SaaS Services identified in the Investment Summary of the applicable Participating Addendum. Such SaaS Fees are subject to the terms and pricing in this Agreement.

26. **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Contractor performs for the Licensed Software, and includes the right to access and use the Licensed Software, receive maintenance and support on the Licensed Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving.

27. **SLA** means the SaaS service level agreement that is attached hereto as Exhibit 16.

28. **Task**: one or more functions, services, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

29. **Third Party**: any individual or entity not a party to this Agreement.

30. **Third Party Materials**: any Materials that are licensed to or obtained by Contractor from a Third Party.

31. **Transition**: Contractor assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement or a Participating Addendum.

32. **Work**: any or all labor, services (including the Hosted Services), Deliverables, training, equipment, supplies, Materials, Tasks, the Licensed Software, Third Party Materials, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participating

Addendum. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s).

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of Work.

1.2 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Exhibit 13 (Participating Addendum). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.3 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within ten (10) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any amendment to such Participating Addendum. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.

1.4 Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.6 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work, subject to mutual agreement between the JBE and Contractor. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Scope of Work; Statement of Work. Pursuant to a Participating Entity's Statement of Work (in a form substantially similar to the exemplar Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of Participating Entity. The Statement of Work shall, at a minimum, include:

i. itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
ii. any projected milestone schedule for the completion of the services, Deliverables, and Work;
iii. any acceptance criteria in addition to the acceptance criteria herein;
iv. a representative list of the personnel to be assigned, along with their job classification, if applicable;
v. the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
vi. the name of Contractor's Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;
vii. a draft project plan that addresses the scope and detail of services to be performed; and
viii. to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

B. Acceptance.

B.1. All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

B.2. The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 7 (Acceptance and Sign-Off Form) to notify the Contractor of acceptance or non-acceptance.

B.3. If the Work is not acceptable, the JBE's Project Manager shall provide written specific detail of the Work's failure to meet the acceptance criteria. Contractor shall have ten business days, or such other length of time mutually agreeable to the parties, from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1.B.3 until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work because of its failure to substantially comply with the agreed upon acceptance criteria on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

C. Prior Work. Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

2. Changes in Work; Stop Work.

A. Changes in Work.

A.1. The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by a JBE or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;
b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
c) a statement of the expected impact on schedule.

A.3. If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by

Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Contractor will be entitled to an adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to such adjustment within thirty days after the end of the applicable Stop Work period.

B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Contractor will be entitled to reasonable costs resulting from the Stop Work Order.

B.5. The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

3. Software License.

A. Grant of Rights for an On-Premise Solution.

A.1. Contractor grants to JBE a license to use the Licensed Software for the JBE's internal business purposes only, in the scope of the internal business purposes disclosed to Contractor as of the Effective Date. JBE may make copies of the Licensed Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. JBE rights to use the Licensed Software are perpetual, and will become irrevocable upon payment in full, but Contractor may suspend those rights if JBE does not comply with the terms of this Agreement.

A.2. The Documentation is licensed to JBE and may be used and copied by JBE employees for internal, non-commercial reference purposes only.

A.3. JBE may not: (a) transfer or assign the Licensed Software to a third party; (b) reverse engineer, decompile, or disassemble the Licensed Software; (c) rent, lease, lend, or provide commercial hosting services with the Licensed Software; or (d) publish or otherwise disclose the Licensed Software or Documentation to third parties.

A.4. The license terms in this Agreement apply to updates and enhancements Contractor may provide to JBE or make available to JBE through Maintenance and Support.

A.5. The right to transfer the Licensed Software to a replacement hardware system is included in JBE's license. JBE will give Contractor advance written notice of any such transfer and will pay Contractor for any required or requested technical assistance from Contractor associated with such transfer.

A.6. Contractor reserves all rights not expressly granted to JBE in this Agreement. The Licensed Software and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Licensed Software and the Documentation. The Licensed Software is licensed, not sold.

A.7. JBE agrees to pay Contractor the license fees in the amounts set forth in the Exhibit 8 (Fees, Pricing and Payment Terms) and the JBE's Participating Addendum. Such amounts are payable in accordance with the JBE's Participating Addendum and Exhibit 8 (Fees, Pricing and Payment Terms).

A.8. Contractor warrants that the Licensed Software will be without Defect(s) as long as JBE has a Participating Addendum in effect. If the Licensed Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the this Agreement and the Participating Addendum or to provide JBE with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Licensed Software, JBE's limited warranty rights are limited to Contractor's Defect resolution obligations set forth above; JBE does not have separate rights against the developer of the embedded third-party software.

Notwithstanding any other provision in this Agreement, the Judicial Council of California (and its agents, employees, and contractors) and JBE third-party contractors may: (i) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (ii) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (iii) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (iv) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. All third-party contractors will be required to comply with the terms of this Agreement and must sign an NDA prior to accessing the Licensed Software.

B. **Additional Terms**

B.1. **Intentionally Deleted.**

C. Grant of Rights and Services for a Software as a Service Solution.

C.1. **Rights Granted**. Contractor grants to JBE the non-exclusive, non-assignable limited right to use the SaaS Services solely for JBE's internal business purposes for the number of Defined Concurrent Users only. The Licensed Software will be made available to a JBE according to the terms of Exhibit 16 ("SLA"). JBE acknowledges that Contractor has no delivery obligations and will not ship copies of the Licensed Software as part of the SaaS Services. A JBE may use the SaaS Services to access updates and enhancements to the Licensed Software, as further described in Section 3(C)(7), below.

C.2. **SaaS Fees**. JBE agrees to pay Contractor the SaaS Fees. Those amounts are payable in accordance with the applicable Investment Summary. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. In the event JBE regularly and/or meaningfully exceeds the Defined Concurrent Users or Data Storage Capacity, Contractor reserves the right to charge JBE additional fees commensurate with the overage(s). In such event, Contractor will provide JBE with a quote for the additional fees and such fees will be added to the Participating Addendum in accordance with the terms of this Agreement.

C.3. **Ownership**. Contractor retains all ownership and intellectual property rights to the SaaS Services, the Licensed Software, and anything developed by Contractor under this Agreement. JBE does not acquire under this Agreement any license to use the Licensed Software in excess of the scope and/or duration of the SaaS Services. The Documentation is licensed to JBE and may be used and copied by JBE's employees for internal, non-commercial reference purposes only. JBE retains all ownership and intellectual property rights to the Data, including all case information.

C.4. **Restrictions**. JBE may not: (a) make the Licensed Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; provided, however, that, following the execution of a non-disclosure agreement between Contractor and the justice partner of a JBE, Contractor will allow certain access by the justice partner to the Licensed Software or Documentation, to be defined in the applicable non-disclosure agreement ; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Contractor; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Licensed Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

C.5. **Software Warranty**. Contractor warrants that the Licensed Software will perform without Defects during the term of this Agreement and the applicable Participating Addendum. If the Licensed Software does not perform as warranted, Contractor will, consistent with industry standards, cure the Defect in accordance with the maintenance and support process set forth below in Section 3(C)(7), the SLA and our then current Support Call Process or to provide JBE with a functional equivalent.

C.6. **SaaS Services**.

C.6.1 Contractor's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Contractor has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as JBE is timely paying for SaaS Services. Subject to the confidentiality provisions contained in this Agreement, Contractor will provide JBE with a summary of Contractor's compliance report(s) or its equivalent. Every year thereafter, Contractor will provide that same information.

C.6.2 JBE will be hosted on shared hardware in Contractor's data center, but in a database dedicated to JBE, which is inaccessible to Contractor's other customers.

C.6.3 Contractor has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Licensed Software in the event of a disaster or component failure. In the event any of JBE's Data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a defect in Contractor's software, Contractor will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which JBE's Data may be lost, measured in relation to a disaster Contractor declares, said declaration will not be unreasonably withheld.

C.6.4 In the event Contractor declares a disaster, Contractor's Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after Contractor declares a disaster, within which JBE's access to the Licensed Software must be restored.

C.6.5 Contractor conducts annual penetration testing of either the production network and/or web application to be performed. Contractor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor will provide JBE with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to JBE's database(s) is detected as a result of Contractor's security protocols. Contractor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at JBE's written request. JBE may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Licensed Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Contractor's network and systems (hosted or otherwise) is prohibited without the prior written approval of Contractor's IT Security Officer.

C.6.6 Contractor tests its disaster recovery plan on an annual basis. Contractor's standard test is not client-specific. Should JBE request a client-specific disaster recovery test, Contractor will work with JBE to schedule and execute such a test on a mutually agreeable schedule.

C.6.7 Contractor will be responsible for importing back-up and verifying that JBE can log-in. JBE will be responsible for running reports and testing critical processes to verify the returned data. At JBE's written request, Contractor will provide test results to JBE within a commercially reasonable timeframe after receipt of the request.

C.6.8 Contractor provides secure data transmission paths from each of JBE's workstations to Contractor's servers.

C.6.9 For at least the past ten (10) years, all of Contractor's employees have undergone criminal background checks prior to hire. All Contractor's employees sign Contractor's confidentiality agreement and security policies. Contractor's data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

C.7. **Maintenance and Support for SaaS Services**. For so long as JBE timely pays the SaaS Fees according to the applicable Participating Addendum, then in addition to the terms set forth in the SLA and the Support Call Process, Contractor will:

C.7.1 perform its maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Licensed Software (limited to the then-current version and the immediately prior version);

C.7.2 provide telephone support during Contractor's established support hours;

C.7.3 maintain personnel that are sufficiently trained to be familiar with the Licensed Software in order to provide maintenance and support services;

C.7.4 make available to JBE all major and minor releases to the Licensed Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and

C.7.5 provide non-Defect resolution support of prior releases of the Licensed Software in accordance with Contractor's then-current release life cycle policy.

Contractor will use all reasonable efforts to perform support services remotely. Currently, Contractor uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, JBE agrees to maintain a high-speed internet connection capable of connecting Contractor to JBE's PCs and server(s). JBE agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Contractor cannot resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, Contractor will be responsible for its travel expenses, unless it is determined that the reason onsite support was required was a reason outside JBE's control. Either way, JBE agrees to provide Contractor with full and free access to the Licensed Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that JBE also maintain JBE's VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Contractor cannot remotely correct a Defect in the Licensed Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside Contractor's normal business hours as listed in Contractor's then-current Support Call Process. Requested services such as those outlined in this section will be billed to JBE on a time and materials basis at Contractor's then current rates. JBE must request those services with at least one (1) weeks' advance notice.

4. For as long as the JBE has Participating Addendum in place, and pays the applicable annual maintenance and support fee, Maintenance and Support Services related to the Licensed Software will be provided in accordance with the terms and conditions contained in Exhibit 10.

Notwithstanding any provision to the contrary in this Agreement, Contractor shall make available to JBE all major and minor releases to the Licensed Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect.

5. Intentionally Omitted.

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

A. Audit. A JBE may audit Contractor's relevant records relating directly to this Agreement once per year upon one-week advance written notice to Contractor and solely at JBE's expense. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law and with Contractor's record keeping policies in effect as of the Effective Date of this Agreement. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

8. Binding Effect; Assignment. This Agreement shall be binding on, and shall be for the benefit of, either JBE or Contractor's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, JBE's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor assets.

9. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification for the following paragraphs in this Section 10.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

> "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor's knowledge, this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.

H. No Litigation Affecting Contractor's Performance. Contractor certifies that there is no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation pending or, to Contractor's knowledge, threatened against Contractor that would impede Contractor's ability to perform under this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor certifies that it is in compliance with: (i) PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

J. Expatriate Corporation. Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

a) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108.

b) Contractor cooperates fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.

L. Child Support Compliance Act.

a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Small Business Preference Contract Clause. This provision is applicable if Contractor received a small business preference in connection with this Agreement. Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Establishing JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

N. Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

(b) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

(c) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

(d) The parties may amend the Agreement to reflect any reduction in funds.

O. Iran Contracting Act

Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

P. Conflict Minerals

Contractor certifies either: (i) it is not a “scrutinized company” as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

A.1. Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.

A.2. Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

a) use of an official position with the government for private gain;
b) preferential treatment to any particular person associated with this Work or Agreement;
c) impairment of a JBE's independence or impartiality;
d) a decision made outside official channels; or
e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participating Addendum, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace Work that does not meet the acceptance criteria under this Agreement or a Participating Addendum's Statement of Work, even if such Work may have been apparent or detected at the time such payment was made.

B. Disallowance. If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

13. Contractor Status.

A. Independent Contractor.

A.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participating Addendum immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Statement of Work, and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participating Addendum.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules (including the California Rules of Court), and regulations affecting or relating to the performance of the Work or Contractor's obligations under this Agreement. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon written request.

D.2. Contractor and the JBE will provide each other Notice of any conflict discovered between the Agreement or any applicable Participating Addendum and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

E. Subcontracting.

E.1. Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participating Addendum.

E.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participating Addendum. Contractor will incorporate this Agreement and any applicable Participating Addendum as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participating Addendum. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

A.2. If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;
b) identify the specific provisions in this Agreement or applicable Participating Addendum on which any demand is based;
c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
e) If the negotiations do not result in resolution of the dispute within forty- five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating a legal action or process in court.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless not reasonably practical based on the nature of the dispute.

15. LIMITATION OF LIABILITY

A. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S LIABILITY TO A PARTICIPATING ENTITY FOR DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY PARTICIPATING ADDENDUM, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO A PARTICIPATING ENTITY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO TIMES THE TOTAL FEES IDENTIFIED IN THE PARTICIPATING ADDENDUM GIVING RISE TO THE CLAIM FOR DIRECT DAMAGES. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 16(A) (INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION) AND 16(B) (GENERAL INDEMNIFICATION).

B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Indemnification.

A. Intellectual Property Infringement Indemnification.

A.1. Contractor will defend, indemnify and hold harmless JBE and JBE agents, officials, and employees from and against any third party claim(s) that the Licensed Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). JBE must notify Contractor promptly in writing of the claim and give Contractor control over its defense or settlement; provided, however, that Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld. JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. JBE agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

A.2. Contractor's obligations under this Section 16(A) will not apply to the extent the claim or adverse final judgment is based on JBE: (a) use of a previous version of the Licensed Software and the claim would have been avoided had JBE installed and used the current version of the Licensed Software, and Contractor provided notice of that requirement to JBE as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Licensed Software with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Software, including any modification by third parties at JBE direction or otherwise permitted by JBE; (d) use of the Licensed Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Software after Contractor notifies JBE to discontinue use due to such a claim.

A.3. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Software, Contractor may, at Contractor’s expense and without obligation to do so, either: (a) procure for JBE the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case JBE will stop running the allegedly infringing Licensed Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case JBE may continue to use the Licensed Software consistent with the terms of this Agreement.

A.4. If an infringement or misappropriation claim is fully litigated and JBE’s use of the Licensed Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate JBE’s license and refund the license fees paid for the infringing Licensed Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. Contractor will pursue those options in the order listed herein. This section provides JBE’s exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

B. General Indemnification.

B.1. Contractor will defend, indemnify and hold harmless JBE and JBE’s agents, officials, and employees from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Contractor negligence or willful misconduct; or (b) Contractor’s violation of a law applicable to Contractor’s performance under this Agreement. JBE must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement; provided, however, that Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE’s prior written consent, which consent shall not be unreasonably withheld. JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. JBE agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor’s expense.

17. Insurance Requirements.

17.1 The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participating Addendum:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

C. *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.

D. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

17.2 **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

17.3 **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

17.4 **Deductibles and Self-Insured Retentions.** Contractor shall be responsible for all deductibles and self-insured retentions that exceed $100,000 per occurrence. Deductibles and self-insured retentions do not limit Contractor's liability.

17.5 **Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed, through a blanket endorsement, to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing

JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

17.6 Certificates of Insurance. Before Contractor begins performing services and Work, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage agreed upon under this Agreement. Contractor's policies will not be canceled, terminated, or amended to reduce the amount of coverage agreed upon under this Agreement without thirty (30) days' prior written notice to the Establishing JBE and any Participating Entity.

17.7 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A- or better that is approved to do business in the State of California.

17.8 Required Policy Provisions. Contractor's Commercial General Liability and Automobile Liability policies must provide, as follows: (i) relating to claims for which the Contractor is responsible, the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and (ii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

17.9 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

17.10 Consequence of Lapse. If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

18. Confidentiality, Non-Disclosure, and Data Security. The parties hereto recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. "Confidential Information" is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or

(c) a party receives from a third party who has a right to disclose it to the receiving party.

If JBE receives a disclosure request under the open records laws or similar public disclosure laws governing this Agreement, or a subpoena or legal discovery request, that includes a request or order to produce Contractor confidential information, JBE agrees to give Contractor prompt notice thereof. Contractor reserves the right to protect Contractor confidential information to the maximum extent permissible under applicable law, including but not limited to the filing of a request for a protective order.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Court's Responsibilities. The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information.

D. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

F. JBE Data Security and Access.

"**JBE Data**" means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, software, or networks provided by Contractor under this Agreement. Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of JBE Data while such Data is in Contractor's possession. JBE owns and retains all right and title to JBE Data, and has the exclusive right to control its use.

Contractor shall implement and maintain industry-standard safeguards (including appropriate administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of JBE Data while such Data is in the possession of Contractor, and Contractor shall comply with privacy and data security requirements set forth in applicable laws and this Agreement. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with industry standards, applicable laws, and this Agreement. Contractor shall maintain and enforce, at its offices and facilities, industry-standard safety and physical security policies and procedures. If performing

Work at a JBE facility, Contractor shall comply with the safety and security policies and procedures in effect at such facility.

Hosting

If Contractor provides Hosted Services, Contractor shall, in addition to providing Contractor's standard hosting services, agree to the following:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities shall be located in the continental United States;
- ensure that Contractor's employees and any Subcontractors personnel potentially having access to the JBE Data have been background-checked, must be authorized to work in the United States and is based in the United States;
- provide full backup of all JBE Data at least once every 24 hours;
- provide 7 daily, 5 weekly and 12 monthly backups of all JBE Data;
- have the capability to recover data from the JBE Data backup copy up to 30 days based on the backup retention schedule;
- have the capability to restore any service outage within 24 hours of a system or catastrophic disaster event;
- have adequate data protection in place to minimize data loss to within 24 hours of a system or catastrophic disaster event;
- have the capability to export JBE's raw data in standard backup formats , and have the capability to provide JBE Data to JBE within 30 days upon its request via a mutually agreeable delivery methods;
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations and any required data conversion);
- maintain recoverable secure backups offsite in a fire-protected, secure area, geographically separate from the primary datacenter.

No services (including Hosted Services) or Licensed Software (and related Work) shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where JBE Data is stored shall be within the continental United States. The JBE Data shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding maintenance downtime that is agreed upon in writing by the Contractor and JBE in advance). Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE, all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.

To the extent that California Rule of Court 2.505 applies to this Agreement or any Participating Addendum, Contractor shall provide access and protect confidentiality of court records as set forth in that rule.

G. Data Breach.

Upon discovery or reasonable belief of any Data Breach, Contractor shall follow applicable California law in notifying affected parties of such breach. A "**Data Breach**" means a security breach of Contractor's system as defined under applicable California law, resulting in the disclosure to an unauthorized party of personally identifiable information provided by JBE to Contractor. Contractor's notification of a Data Breach shall be made in accordance with applicable California law.

Contractor shall promptly investigate the Data Breach and will provide daily updates regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the satisfaction of Contractor and JBE. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach.

H. Intentionally Deleted.

I. Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the affected JBE. To the extent permitted under applicable law, Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

19. Ownership of Intellectual Property. Contractor reserves all rights not expressly granted to JBE in this Agreement. The Licensed Software and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Licensed Software and the Documentation. The Licensed Software is licensed, not sold.

A. Contractor shall set forth in an exhibit to each Statement of Work any Third Party Materials that Contractor intends to use in connection with that Statement of Work.

The JBE shall have the right to approve in writing the introduction of Third Party Materials into any Work prior to such introduction.

B. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

20. Modification. No modification or change to this Agreement or any Participating Addendum will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information relating to such Data and JBE Confidential Information in the possession of Contractor.

B. Warranties.

B.1. **Services Warranty.** Contractor represents and warrants that it will perform the services in a professional, workmanlike manner, consistent with industry standards and in accordance with the Statement of Work contained in the applicable Participating Addendum. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to JBE.

B.2. **Licensed Software Warranty.** Contractor warrants that the Licensed Software will be without Defect(s) as long as JBE complies with the terms set forth in Exhibit 10 (Maintenance and Support Terms) and pays Contractor the annual maintenance and support fee. If the Licensed Software does not perform as warranted, Contractor will, consistent with industry standards, cure the Defect(s) as set forth in Exhibit 10 (Maintenance and Support Terms).

B.3. **Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software, Hosted Services, or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software, Hosted Services or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (i) unauthorized access to or intrusion upon; (ii) unauthorized disabling or erasure of; or (iii) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

B.4. **Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

B.5. **Warranty of Law.** Contractor warrants and represents that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software that would have a material adverse effect on Contractor's performance hereunder or alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person. JBE's sole remedy for a breach of this warranty is contained in Section 16(A) (Intellectual Property Infringement Indemnification). Contractor further warrants and represents that: (i) the Work complies with applicable laws, rules and regulations; (ii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iii) Contractor's performances under this Agreement and any Participating Addendum are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

B.6. **Warranty of Title.** Contractor warrants and represents that (i) it has good title to the Licensed Software, and the Licensed Software does not contain any Third Party Materials; (ii) it has the absolute right to grant to the JBE the licenses granted hereunder; (iii) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (iv) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title

Warranty"). JBE's sole remedy for a breach of this warranty is contained in Section 16(A) (Intellectual Property Infringement Indemnification).

B.7. **Intentionally deleted.**

B.8. **Intentionally deleted**.

B.9. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if such personnel do not comply with Contractor's Services Warranty. Upon receipt of such Notice, Contractor will have an opportunity to correct the deficiency. If the deficiency persists, Contractor will assign replacement personnel, with equivalent or greater experience and skills.

24. Background Checks.

A. All of Contractor's employees, Subcontractors, or agents performing onsite work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, shall have undergone and passed a background check, before obtaining access to the JBE's premises or systems. Contractor will cooperate with the JBE in performing any additional background checks requested by JBE, at JBE's cost. Contractor will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff who will be performing the work described in Section 24(A), to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the following provisions: License, Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties and Transition, and Contractor's obligations regarding privacy and data security. Notwithstanding any provision to the contrary, all representations, warranties, and certifications made by Contractor: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum, as well as during any Transition Period under Exhibit 12. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

26. Termination; Term of Agreement.

A. Termination for Cause. The Establishing JBE may terminate this Agreement, in whole or in part, "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, "for cause"): if Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within thirty (30) calendar days following Notice of default; provided, however, that the Establishing JBE or any individual JBE may not terminate for cause unless the affected JBE first initiates the Dispute Resolution process under Section 14 of this Agreement. The Establishing JBE or any individual JBE may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2. If the Establishing JBE terminates all or part of this Agreement (or a JBE terminates all or part of a Participating Addendum) other than for cause, the JBE will pay Contractor for the Work performed in accordance with the terms of this Agreement or the applicable Statement of Work under a Participating Addendum, prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws. Upon a termination under this Section 26(C), JBE shall pay Contractor for all products and services delivered, in accordance with the terms of this Agreement or the applicable Statement of Work under a Participating Addendum, through the effective date of termination.

D. Effect of Termination.

D.1. **Intentionally deleted**.

D.2. **Intentionally deleted**.

D.3. **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 12 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. Escrow of Source Code for an On-Premise Solution. Contractor maintains an escrow agreement with a third party under which Contractor places the source code for each major release of the Licensed Software. JBE may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee of $1,000. JBE will be responsible for maintaining JBE's ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Licensed Software is strictly governed by the terms of the escrow agreement.

F. Term and Termination.

(a) The term ("**Term**") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the "Initial Term"), unless terminated earlier in accordance with the terms of this Section 26, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement for one 3-year option and an additional 2-year option in accordance with the cover page of this Agreement (each an "Option Term"). In order to exercise this Option Term, the Establishing JBE must send

Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

(b) **Participating Addenda**. The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participating Addendum may not exceed the Expiration Date of this Agreement. Execution of any Participating Addendum by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Waiver; Severability.

A. Waiver of Rights. JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participating Addendum is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

28. Loss Leader. Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

29. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

C. Reassignment. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

30. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

31. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total compensation over $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

32. DVBE Participation Certification. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (“DVBE”) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the JBE: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code section 999.5(d); Government Code section 14841).

33. Union Activities. Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

34. Publicity. Contractor must not make any public announcement, press release, or other writing relating to this Agreement that is not itself part of the Services without the JBE’s prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

35. Counterparts. This Agreement and any Participating Addendum may be executed in counterparts, each of which is considered an original.

36. Singular and Plural Usage; References. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to "including" means "including, without limitation."

37. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

38. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	**If to the Establishing JBE:**
Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Judicial Council of California Attn: Mona Lawson, Supervisor – Contracts 2850 Gateway Oaks Drive, Ste # 300 Sacramento, CA 95833

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

END OF EXHIBIT 3

EXHIBIT 4

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END OF EXHIBIT 4

EXHIBIT 5

SPECIFICATIONS

Table A. Business and Functional Requirements

Number	Business and Functional Requirements	Tyler's Response: Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
1	**Person/Entity Management**		
1.1	**Types/Roles**		
1.1.1	System captures party title types associated to the person.	Yes	
1.1.2	Capture associations, such as but not limited to: attorney/client, attorney/law firm, family unit associations	Yes	
1.1.3	Allow user to enter information related to a professional entity and any associations to either individuals or other entities.	Yes	
1.1.4	Allow user to specify the role of each individual associated to a case. Have the ability to specify multiple roles (e.g. plaintiff and cross-defendant). Roles can change during the life of the case, system must record begin/end date of each role.	Yes	
1.1.5	Maintain party relationships with multiple petitions and cross-complaints within a case.	Yes	
1.1.6	Must capture and update the participant stages based upon system events, timing, orders, etc. (e.g. named, answered, defaulted,)	No	
1.1.7	Ability to enter natural persons (First name, middles name, last name, suffix) and Entities such as corporations or agencies.	Yes	
1.1.8	Ability to configure the system to allow or disallow use of hyphenated names	Yes	
1.1.9	Ability to capture various alternative names, such as alias, moniker, doing business as (DBA) etc.	Yes	
1.1.10	Ability to remove party and / or association from a case	Yes	
1.1.11	Ability to capture various roles for case participants such as, plaintiff, petitioner, defendant etc.	Yes	
1.2	**Demographics**		

1.2.1	Allow user to capture race and/or citizenship of person.	Yes	
1.2.2	Allow user to update any and all person/entity profile information/demographics.	Yes	
1.2.3	Ability to maintain multiple records of the following information: - General Info (e.g., Name(s), Address(es), Email, Languages, Phone(s) etc. - Physical Info (e.g., Date of Birth, Height, Weight, etc.) - Additional Info (e.g., Occupation, Security Risk, Flight Risk, Indian Child Welfare Act (ICWA) Information, etc.) - Vehicle Info (e.g., VIN No., Color, Make, Model, etc.) -Associations (e.g., Participant Associations on the Case, Family Associations, Non-Family Associations) - Position Info (e.g., Clerk, Attorney, Mediator, etc.) - Photographs (Displays up to 3 photographs)	Yes	
1.2.4	Allow user to secure person/entity case information, (at both the person and the data level, such as address) i.e. victim demographics to send VR checks	Yes	
1.2.5	Allow user to add, remove, modify associations between persons, persons and entities (e.g. attorney/law firm) and entities. If an association is made within the context of a case, it is only available within the case in which it was created. If an association is made outside the context of a case through the person/entity functionality, the association will be available on all cases associated with the person/entity	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
1.2.6	Allow user to add, edit, delete notes related to persons, entities, family units, and associations.	Yes	
1.2.7	Allow user to merge person or entity profiles, maintaining all demographic information from all individual records in the new record.	Yes	
1.2.8	Allow user to split person or entity records, returning them to the pre-merged state, with all premerge demographic present in each record.	Yes	
1.2.9	Allow user to multi-select persons or entities and merge records in batch, with same results as if merged using manual process.	No	
1.2.10	Allow the user to delete a person or entity record from the database; however, the record cannot be deleted if it is in use, or has been used in the context of a case.	Yes	
1.2.11	Allow user to enter, update, or delete demographic information related to judicial officers.	Yes	

1.2.12	Allow user to enter, update, or delete demographic information related to legal organizations (e.g. CFCC, District Attorney, Legal Aid, etc.)	Yes	
1.2.13	Allow user to enter, update, or delete demographic information related to a case participant, in relation to the individual case.	Yes	
1.2.14	Allow user to update information in the context of a case associated to a person or entity record.	Yes	
1.2.15	All persons and entities entered into the system will be assigned a unique ID number by system or user.	Yes	
1.2.16	Allow search of Participant Data based on a selected position type.	Yes	
1.2.17	Any Person/Entity information saved – Outside a case may be propagated to the case for all cases associated to the person/entity. Any information saved on a person/entity profile inside the case context will be propagated to the person/entity profile outside the context of a case. When editing the Person/Entity Profile – Inside a case, the user then has the option to select or change certain information to be used as the "Case Default".	Yes	
1.2.18	Ability for user to add new person/entity information to a case, however they are not allowed to change information currently in use in any case.	Yes	
1.2.19	If an existing Person/Entity is added to the case and only has one entry for "Case Defaultable" information on the Person/Entity Profile - Inside Case, then that information (except the Name on the Person/Entity Profile) will automatically be pre-selected as the Case Default. The user has the ability to override the default by entering another record.	Yes	
1.2.20	Ability to specify which parties should Receive Notices for each Person/Entity role, such as, Self-Represented, Party represented by an attorney, or a Child in a Juvenile Case and is over/under the age of 10 etc.	Yes	
1.2.21	If a Self-Represented Party becomes Represented (i.e. a Case Participant - Attorney association is created), then the system should remove the participant from Receiving Notices, and the Attorney should be identified to Receive Notices (except for collection notices)	Yes	
1.2.22	If a Represented Party becomes Self-Represented (i.e. the Case Participant - Attorney associated is no longer valid), the Receive Notices association should identify the case participant and deselect the Attorney.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
1.2.23	If a Represented Party changes Attorneys (i.e. one Case Participant - Attorney is replaced with another) the new attorney should be associated to Receive Notices and the previous Attorney should no longer have the Receive Notices association. (except for collection notices)	Yes	

1.2.24	If an already Represented Party adds a new Attorney (i.e. an additional Case Participant - Attorney Association is created) an association to Receive Notices should be created for the new Attorney.	Yes	
1.2.25	If a Child is a party to a Juvenile Case, then that Child should receive any notices if the Child is over the age of 10.	No	
1.2.26	Any participant can be a family member of a Family Unit, if it has at least one family association with another family member. Otherwise, the person cannot be a part of the Family Unit. If the user terminates (deletion of the association, not end-dating it) the only family association in the family unit, the family unit is terminated.	Yes	
1.2.27	Only persons of the Person/Entity Category of "Person" can be a member of a Family Unit. Entities, Government Agencies, and Trusts cannot be members of a Family Unit.	Yes	
1.2.28	A user should be able to identify the case default address for a Person/Entity that commonly files cases in the system (e.g., District Attorney's office) to avoid the need to manually specify the case defaulted address for newly initiated cases. The "Case Init Default" email/physical address will become the "Case Default" address on a case and will trump the "most recently entered" case default address logic. A user, at any point in time thereafter, can manually override the "Case Init Default' pre-selection with a manual selection of another "Case Default." This default is configurable based on Case Type, Case Category and location/building of the filing.	Yes	
1.2.29	Attorney State Bar Verification - Bar ID must be a unique identifier for a person record.	Yes	
1.2.30	Ability to designate names used on cases, e.g. filed name, court true name, etc.	Yes	
1.2.31	Ability to enter gang involvement information.	Yes	
1.2.32	Ability to track identifiers from other agencies. (e.g., of other courts such as juvenile and of corrections, law enforcement, and domestic relations service providers).	Yes	
1.2.33	Ability to record the name of last school attended in Juvenile cases.	Yes	
1.2.34	Track reporters' information: Name; Business address; Certified Shorthand Reporter license number.	No	
1.2.35	Person identifiers and attributes for "party search selection list" purposes will include all identifiers	Yes	
1.2.36	Maintain contact information (reference number, name, address, phone, and fax) of those who have frequent contact with the court (e.g., district attorney, law enforcement, court reporters, interpreters, and other lists of advocates and court related parties, including state agencies, treatment providers and community organizations).	Yes	

2	**Case Initiation**		
2.1	**Case Initiation and Numbering**		

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.1.1	Ability to file all case categories under the jurisdiction of superior courts in California. These are Civil (Limited and Un-Limited), Small Claims, Probate, Mental Health (Civil and Criminal), Family Law, Juvenile Dependency, Juvenile Delinquency, Criminal (Felony, Misdemeanors, Infractions, including traffic and Criminal Petitions) and Appeals	Yes	
2.1.2	Ability to file miscellaneous cases for tracking purposes, such as search warrants, bail instruments pending filing, bail review cases, lodging of wills and estate planning documents, etc.)	Yes	
2.1.3	Ability to transform specific tracking cases into fully functioning cases once specific criteria is met.	Yes	
2.1.4	System must capture specific attributes related to a case type during case initiation (e.g. demand amount in Small Claims, complex designation in Civil Unlimited)	Yes	
2.1.5	System will verify all mandatory fields have been completed, and no business rules have been violated, and will display an appropriate message to the user as to any errors.	Yes	
2.1.6	System should allow for quick selection and entry of common documents filed with case initiation (e.g. summons in Civil, Letters in Probate, etc.)	Yes	
2.1.7	System will allow user to enter data on a legacy case, including the case number from the legacy system.	Yes	
2.1.8	When entering a legacy case certain functionality should not be required, e.g. payment of fees, any ticklers or work queues etc., as all of these will have occurred in the past.	Yes	
2.1.9	Provide the ability to configure whether user is required to receipt payment for fees due during the case initiation work flow, or whether the payment is deferred to a separate process.	Yes	
2.1.10	Ability for the CMS to determine at the time of case initiation if a filing fee is due based on the Case Category, Case Type and/or specific filing information and to add and collect the fee in accordance with the fee schedule. The filing will not be marked as complete until the fee is paid, waived or deferred.	Yes	
2.1.11	"Based on the statute, an additional complex case fee may be levied against the filer if the case was deemed as complex"	Yes	
2.1.12	Provide the ability to automatically create a "Case Title" that is configurable based on Case Category, Case Type party role (plaintiff, defendant, petitioner, child etc.) and party type (natural person, corporation, agency etc.).	Yes	

2.1.13	On Harassment cases that have "Marked as Threat of Violence" checked, filing fees are exempt.	No	
2.1.14	For Felony, Misdemeanor, Infraction and Juvenile cases the ability to enter counts, priors, enhancements and allegations that use the configurable Violation table. NOTE: All of these are referred to under the generic name of "Counts" in the following requirements.	Yes	
2.1.15	Ability to enter date or date range for any Counts	Yes	
2.1.16	Ability to enter Count numbers	Yes	
2.1.17	Ability to enter specific information on certain Counts, e.g. speed, over limit, over weight etc.	Yes	
2.1.18	Ability to mark Counts as correctable.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.1.19	Ability to use and existing Count and duplicate it as another Count. For example, a complaint is filed for 10 counts of the exact same violation, the user should be able to enter 1 count then duplicate that count to the next 9 counts on the case.	Yes	
2.1.20	Ability to associate enhancements, allegations and priors to specific Counts or to the (whole) case as defined by local court	Yes	
2.1.21	Ability to enter special attributes related to Felony, Misdemeanor, Infraction and Juvenile cases, e.g. Blood Alcohol Level, Blood Alcohol Test Type, School Zone, Safety Zone, Construction Zone, Accident, Booking information etc.	Yes	
2.1.22	Ability to enter citing, arresting, filing agency information.	Yes	
2.1.23	Ability to enter violation location information, e.g. City or Unincorporated area and street or intersection etc.	Yes	
2.1.24	Ability to enter Vehicle Information, e.g. Vehicle Make, model, type, color, VIN, license number, commercial vehicle, hazardous materials etc.	Yes	
2.1.25	Ability to enter vehicle Registered Owner name(s) and addresses	Yes	
2.1.26	Ability to enter arresting/citing officer information (multiple)	Yes	
2.1.27	Provide a separate screen that allows for quick capturing of information on traffic citation cases that conforms to the approved Uniform Traffic citation form.	Yes	
2.1.28	Ability to file Co-Defendant, Co-Minor and Co-Sibling cases which may share certain data such as Case number and counts but are filed and processed as separate cases.	Yes	

2.1.29	Ability to indicate if Juvenile cases have or potentially have "dual status".	No	
2.1.30	For Felony case type with filing document type - Indictment, case should be marked as security from public view until Arraignment takes place or defendant has been served. Upon arraignment case security will be reduced to public information (other FMI cases).	Yes	
2.1.31	"For Search Warrant Tracking cases, a case will always be "confidential" for 10 days (including the original filing date), unless a return is filed within the 10 day period. If an extension date is entered, the case will remain "confidential" until the system date is greater than the extension date or a return is filed before the extension period ends. A warning message should appear when the Search Warrant Tracking case is accessed through case search. The message will warn the user that the case is confidential. After the 10 day period, any Search Warrant Tracking cases that are not "Sealed by Court Order", have an extension date entered that is less than the current system date, and do not currently have a return date entered will no longer display a warning message, and all case documents will be viewable."	No	
2.1.32	Ability during case initiation to accept a Request for Fee Waiver and to record the fee as "waived" in situations where the clerk is allowed to waive the fee or "pending waiver" in situations where the waiver must be approved by a Judicial Officer.	Yes	
2.1.33	Ability to enter "Interested Parties" at case initiation or at any other step in a case. Interested parties are in titles to certain notices.	Yes	
2.1.34	Provide the ability to enter Case Participants during case initiation.	Yes	
2.1.35	To reduce duplicate Person/Entities, a system should search Person/Entity when an entry is made using a unique identifier (e.g. bar number, SSN) before creating a new Person/Entity.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.1.36	Provide ability to enter all children involved in Family Law case types with children as a case participant with the role of "Child" in order to initiate the case.	Yes	
2.1.37	Provide the ability to configure, if a Judicial Officer/Department assignment should take place during case initiation based on court, case category and case type	Yes	
2.1.38	Ability to automatically assign case numbers to cases, in a court configurable format, depending on Case Category, Case Type and filing location/building. Case number configuration Allow both alpha and numeric characters based on court requirements.	Yes	
2.1.39	Assign an established base case number (e.g., juvenile "life number") with a separate subidentifier (e.g., incident numbers for delinquency cases).	Yes	
2.1.40	Allow Court to define multiple "tracks" whereby case types and sub-case types are assigned to a track and business rules are configured to determine milestone due dates.	Yes	

2.1.41	Support case initiation through incoming Prosecutor or Justice Partner data exchange (data elements and documents); allow clerk review; provide confirmation with case number and conformed copies as required.	Yes	
2.1.42	Generate and assign separate identifier for each defendant or receive identifier from Criminal Justice agency; provide override identifier	Yes	
2.1.43	Enter locally-used court identifiers (e.g., district court), DMV-specific codes, court geographic location identifiers (e.g., county number, city number), and locally defined codes	Yes	
2.1.44	Capture or allow entry of other identifiers as needed (e.g., of prosecutor, defense attorney, Probation, law enforcement) and establish relationship with case/participants	Yes	
2.1.45	Accept Arrest information as required by Department of Justice (DOJ) reporting through jail and prosecutor data exchange(s); accept subsequent arrest data on warrant arrests, court ordered bookings and hearings (court dates set in booking process).	Yes	
2.1.46	Enter arrest booking, charging document, bail information, and custody status for each defendant or acquire this information from CJ agency	Yes	
2.1.47	Ability to retain all original charge and filing document information for purposes of statistical reporting, regardless of how many amendments or subsequent filings follow.	Yes	
2.1.48	Ability to initiate one case and use for both regular criminal processing and Criminal Mental Health processing without changing case number; must capture both the criminal and civil type statistics for JBSIS reporting.	Yes	
2.1.49	Identify most serious offense level, if appropriate, among group of charges for a given defendant (e.g., the most serious of charges) and use the DOJ hierarchy codes for charges as per JBSIS Manual	Yes	
2.1.50	Ability for authorized users to locally define statute/ordinances table (e.g., offense code, descriptive text, bail amount, effective/expiration dates, severities, etc.); Validate Traffic charges against violation/charge code table	Yes	
2.1.51	Support electronic citation filing (e.g. e-citations from CHP or any other local law enforcement), move designated data (e.g., tagged basic case information) from electronic citation to case processing system; retain images of citation filed in the Document Management System (DMS); generate summary reports listing all cases accepted and rejected for filing	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.1.52	Provide audit trail for all data entry activity contained in each traffic case from case initiation	Yes	
2.1.53	Record all data elements found on California Notice to Appear, Notice to Correct, et al. form numbers TR-106 to TR-145	Yes	

2.1.54	Maintain traffic case information as official court record in accordance with state and local statutes, rules, or procedures	Yes	
2.1.55	Bail schedules and calculations must be configurable by the users, as locally defined and follow State Accounting Manual and Judicial Council Uniform Bail Schedule	Yes	
2.1.56	Allow recording of bail events in docket	Yes	
2.1.57	Allow import of State Uniform Bail Schedule (from excel or other format)	No	
2.1.58	Support Owner's responsibility citations - Owner is defendant. Must also record driver information without impacting drivers record (DMV)	Yes	
2.1.59	Ability to configure sealing of case, based on case type, so that sealing could occur automatically upon filing and be lifted only if certain criteria are met (e.g., limited civil residential unlawful detainer cases are required to be sealed for the first sixty days and are to remain sealed if case is dismissed within that time frame).	Yes	
2.1.60	Exchange data/establish various interfaces with justice partners (e.g., local child protection agencies, District Attorney, Probation, etc.), which may include new case initiations and other pleadings	Yes	
2.1.61	Store referral information from justice partners in new/updated file; allow users ability/option to review information before uploading selected data into case management system (CMS); and print all or part of a file	No	
2.1.62	Receive and send documents/data electronically	Yes	
2.1.63	During Intake, assign referral numbers and other identifiers, as locally defined	Yes	
2.1.64	Receive/identify person numbers (e.g., juvenile and family) or former case numbers from justice partners	Yes	
2.1.65	Maintain general case information including 1) date and time of initial filing; 2) basic case information (e.g., case name, case number, petition number, other identifiers, case type, case category, case status/stage, court type and location, case title or style, parties, attorneys, date filed, judicial officer, last and next events); 3) basic placement information (e.g., origin of oversight, detention status, and allegations); and 4) correlate with other case initiation information (see Docketing and Related Record keeping Function)	Yes	
2.1.66	Create groups of related 1) cases (e.g., group co-minor Delinquency cases), 2) petitions (e.g., sibling Dependency cases), 3) juveniles (e.g., dual status juveniles with Dependency and Delinquency cases), and 4) other parties/participants from single or multiple filings such that future actions (e.g., initial and subsequent entries) can be applied to each case in a group (see Docketing and Related Record keeping Function)	Yes	

2.1.67	Support option to create one case for one family or one case for one child as per local court requirements.	Yes	
2.1.68	Establish relationships between cases and case categories/types (e.g., delinquency, dependency, traffic, education code cases, etc.), court categories/types, locations, and departments	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.1.69	Establish relationships between specific referrals/petitions and their sources (e.g., filing agencies submitting those referrals and petitions)	Yes	
2.1.70	Establish relationships of courts and agencies, as noted above, with juveniles and other parties (e.g., law enforcement agencies, juvenile service providers, etc.)	Yes	
2.1.71	Assign appropriate security to Juvenile cases and to their information, such as different security level for Juvenile cases from other case types and increased security and data integrity for records with social data on juveniles and their families (e.g., medical, family relationships) (see Security and Data Integrity Function)	Yes	
2.1.72	Seal/secure information at the case, count, person, and data levels (e.g., dismissed counts on Deferred Entry of Judgment cases or addresses in cases involving domestic violence)	Yes	
2.1.73	Dependency - track filing and disposition per minor within one case number	Yes	
2.1.74	Accommodate different types of case initiation filings for juvenile case categories (e.g., WIC 300, WIC 601, WIC 602, Domestic/Family Violence, Truancy)	Yes	
2.1.75	Delinquency - Group sets of charges to petitions; track as new case filing within existing case number; follow JBSIS hierarchy for disposition within the grouping; allow disposition for each charge and each petition.	No	
2.1.76	Juvenile Adoptions - track filings and disposition per adoptee within one case number	Yes	
2.1.77	Family - allow multiple original filings and dispositions within one case number. Ex: A dissolution case may have a domestic violence filing within the same case number, or a Domestic Violence case may end up with custody orders within that DV case.	Yes	
2.1.78	FL Adoption cases - track filing and dispositions by number of adoptees within one case number	Yes	
2.1.79	Exchange data/establish interface with justice partners (e.g., Department of Child Support Services), which may include new case initiation and subsequent pleadings	Yes	
2.1.80	Assign appropriate security to confidential cases, such as paternity cases; assign a different (higher) security level from other case types (see Security and Data Integrity Function)	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.1.81	Assign appropriate security to records, particularly those with Application for Fee waiver information, data on children and other minors (e.g., for each party with increased security for child and family records), and records with social data (e.g., investigation reports or medical evaluations) (see also Security Function)	Yes	
2.1.82	Upload and display photographs submitted with case initiation filings (e.g., photographs submitted as evidence in new domestic violence case)	Yes	
2.1.83	Maintain information originally entered during case initiation for parties and participants as individuals (e.g., Ann Smith) or organizations (e.g., investigative service) with primary contact person if organization (see Case Initiation and Indexing functions)	Yes	
2.2	**Case History/Register of Actions**		
2.2.1	The system will allow for a Register of Actions (ROA) to be produced and printed. The ROA enables the user to review event and filing history of a case, or to set filters to view only selected case events.	Yes	
2.2.2	System will automate the security of unlawful detainer cases based upon statutory timelines, and automate the security of case history/ROA entries that are sealed or kept confidential as required. (Minor's comp documents within a civil file, etc.)	Yes	
2.2.3	Actions performed in the system should be executed effective of the date entered on the screen associated to the specific action, this date will be used as the Entry date on the ROA (the time populated will be the system time). The date/time entered in the date field can be the system date/time or the date/time an action was taken (i.e. the date a filing was filed in the office, not the date it was entered in the system). If no action date is available, then the system date will be used. These dates can be backdated, but validations will prevent the user from entering dates in the future. When the original action is executed, the Entry date will be the date entered on the screen, but when updating/editing an existing action, the Entry date will be the system date (i.e. Recording a fee waiver order, effective date will be the fee waiver "order date", but when updating the fee waiver, the ROA entry date will be the system date).	Yes	
2.2.4	If an action is sealed or confidential in the system, then the link to all documents associated to the entry should be sealed or confidential, in accordance with security.	Yes	
2.2.5	Any stricken case history entries, entries that have been made in error, or case history entries for voided & rejected filings are prevented from appearing on the associated entries tab. These stricken entries will be maintained in case history of ROA for record purposes. Any filing documents whose entry has been stricken will not appear in code drop-downs.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
2.2.6	Create a correct docket entry and update case information based on occurrence of specific events that can be completely or partially transferred from another function in accordance with state/local statutes, rules, and procedures, such as: - Electronic filings/data exchange - Interface transactions - Issuance or recall of warrants - Hearing scheduled (see Calendaring Function) - Hearing results (e.g., charges dismissed or disposed; see Hearings Function) - Dispositions (e.g., disposition date, type of disposition, information on judgment; see Disposition Function, and Accounting -- Bookkeeping Functions, Payment of fine, Posting bail etc.) - Compliance issues (see Compliance Function)	Yes	
2.2.7	Relate and display information on docket entries for events related to current docket entry (e.g., when respondent files motion that opposes previously filed motion of petitioner, respondent's motion would be linked to original petitioner's motion filed and new motion filed would be linked to all pending motions in case with information displayed on who filed motions, factors involved, and pending decisions)	Yes	
2.2.8	Support multi-case docket codes entries (e.g., single docket entry could be applied across multiple Dependency sibling cases)	Yes	
3	**Case Management**		
3.1	**Case Filings and Updates**		
3.1.1	System will allow user to record the filing of subsequent documents on an existing case, including the filing name, filing party, the party the filing refers to, filing date, and any attributes specific to that filing document.	Yes	
3.1.2	System will allow user to update a case classification from civil limited to unlimited, or unlimited to limited.	Yes	
3.1.3	Provide capability to suppress display of a documents if the filing is "Rejected"	Yes	
3.1.4	Ability to associate a fee that may be due to filings for subsequent documents and provide for the collection of the fee.	Yes	
3.1.5	Ability to view all filings on a case and their status	Yes	

3.1.6	The system will support the assignment the following Statuses for filings: Pending – Filing Status is Filed, Filed on Demand, or Filed under Seal per Court Order (with no disposition) Received - Filing Status is Received (with no disposition) Received but Not Filed - Filing Status is Received but Not Filed (with no disposition) Remanded - Filing Status is Remanded (with no disposition) Settled – A filing associated to the Notice of Settlement filing (with no disposition) Disposed – A filing with a disposition entered on the filing (not including a dismissal) Dismissed – A filing with a dismissal entered on the filing Lodged - Filing Status is Lodged (with no disposition) Ready to Receipt - Filing Status is Ready to Receipt (with no disposition) Ready to Submit - Filing Status is Ready to Submit (with no disposition) Submitted to Reviewing Court - Filing Status is Submitted to Reviewing Court (with no disposition) Inactive – If an amended filing is filed that replaces an original, the status of the original should be Inactive Voided – A filing filed in the status of Voided Sustained - A filing filed in the status of Sustained. o Issued - Document issued with seal p Stricken	Yes	
3.1.7	The user should be able to associate attorney(s) to all roles of the selected filing participant(s), the system will associate the attorney to the case participant for all roles the case participant has on the case, *in addition to* any other associated attorneys for that case participant on the case. The effective date of the case participant/attorney association will be based on the filing date.	Yes	
3.1.8	The user should be able to indicate the system should Replace attorney(s) for all roles of the selected filing participant(s), the system will replace any previous attorneys associated to the case participant for all roles the case participant has on the case with the newly selected attorney. The selected participants will be determined by the Filed by participant on the filing. The effective date of the case participant/attorney association, and the "end date" of any previous attorney participant associations will be based on the filing date.	Yes	
3.1.9	(Civil, Small Claims, Probate, Mental Health only) If a filing is added as an "Amendment To" and associated to an original complaint/petition or the latest amended complaint/petition, all new participants added as a result of the “Amendment To” filing will be added to the original complaint/petition or latest amended complaint/petition with an effective date based on the filing date of the "Amendment To" filing document. This behavior may be configured for multiple filings.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
3.1.10	(Civil, Small Claims, Probate, Mental Health only) The user should be able to add a 'Number of Causes of Action', as an optional filing attribute, it should display on the Case Information and Disposition screens. The "Number of Causes of Action" filing attribute will apply to all dispositive filings.	No	
3.1.11	System should allow for partially completed additional filings draft, thus allowing user to return at a later date and complete the additional filing.	No	
3.1.12	If a filing is to be rejected, the reasons should be captured on a template that has the case caption information merged into the form. That form can then be captured as part of the case and referred to later for reasons for rejection.	Yes	
3.1.13	The ability to add a filing w/o being a case participant. Courts file documents and are not parties to a case.	Yes	
3.1.14	Alert clerk, upon entry, that first appearance fee is due for a party.	Yes	
3.1.15	For felony cases the ability to file an "Information". The Information is a new charging document following a defendant being "held to answer" on the complaint. The Information may contain amended or different Counts that alleged on the complaint, and the case must contain a complete Count history.	Yes	
3.1.16	Ability to record and track multiple charging documents (complaint, amended complaint, information, amended information, and multiple subsequent amendments, etc.)	Yes	
3.1.17	Generate and assign case number for a defendant using locally-defined format and procedures (e.g., separate case number for each incident or offense); Co-defendants should have same case numbers but each defendant's case may be adjudicated independently	Yes	
3.1.18	Provide capability to add additional co-defendants to a case after initial filing	Yes	
3.1.19	Enter charging document type (e.g., new complaint or Probation transfer case) and update docket/register of actions with charging document information	Yes	
3.1.20	Amend counts, defendant/co-defendant information, violation descriptions, etc. and preserve history of original charging document; reflect changes on docket/register of actions	Yes	
3.1.21	Ability to track deposited Wills and issue Acknowledgement of Receipt for deposited will	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
3.1.22	Mental Health - allow multiple original filings in one case number (JBSIS); track filing and dispositions across multiple MH case types, i.e. Mental Health Other case type Writ filing may transform into case type LPS within same case number. Preserve history of filings and disposition for multiple filings for statistical reporting.	No	
3.2	**Case Management**		
3.2.1	Allow user to specify attributes specific to the filing document. (e.g. date of service on Proof of Service)	Yes	
3.2.2	Ability to assign Judicial Officer or Department to a case based on court configurable rules.	Yes	
3.2.3	User must be able to create, read, update and delete case assignment rules to assign cases either judicial officer or department, based upon case category, case type, case sub type. Assignment types should be random, weighted random, rotational, based upon case number digits, etc.	Yes	
3.2.4	Ability of user to override suggested assignment.	Yes	
3.2.5	Ability to adjust assignment rules or weights to achieve the desired balance of case assignments. This ability supersedes the basic assignment rules until there is an equal distribution of cases as determined by the court.	Yes	
3.2.6	Ability to record recusals and disqualifications of any type for any Judicial Officer and to consider these in the case assignment or re-assignment process.	Yes	
3.2.7	Ability to re-assign cases in mass, e.g. re-assign all or some cases from one Judicial Officer or Courtroom to another. Provide the user with a warning message of any recusals that may affect the re-assignments.	Yes	
3.2.8	Allow user to select two to multiple cases to consolidate for all future purposes. Upon consolidation, the user will select a lead case, and the user will select all participant info that will be copied from each case to the lead case.	Yes	
3.2.9	Allow user to mark cases to be coordinated so that they may be heard together. This is not a consolidation process, and the information from cases is not transferred.	Yes	
3.2.10	For Judicial Council Coordinated Proceedings (JCCP) cases, allow for multiple case numbers with varying case formats to be associated with a case (e.g., local case numbers, superior court case numbers, and JCCP case numbers) and to be used as the reference. Allow new filings to be filed under the JCCP case number or individual case number.	Yes	

3.2.11	Provide online tracking for guardianship/conservatorship Financial Audits and Initial and Annual/Biennial Review Investigations.	No	
3.2.12	Allow the user to mark cases as related. This will simply provide an alert that the cases seem to be a related issue, but will not result in the copying of info from one case to another.	Yes	
3.2.13	Allow user to de-consolidate cases that were previously consolidated. User should be able to select case history entries and documents to transfer from the previous lead case to the case being deconsolidated.	Yes	
3.2.14	Allow user to disassociate cases that had been previously coordinated or related. No transfer of information need take place on disassociation.	Yes	
3.2.15	Allow user to secure case information by raising the security level of the information so that is not accessible to those without proper security clearance.	Yes	
3.2.16	Allow user to update or maintain any information related to an individual case.	Yes	
3.2.17	Allow user to capture notes related to a case.	Yes	
3.2.18	Allow user to record the entry of default against a case participant.	Yes	
3.2.19	Allow user to set aside a previously entered default.	Yes	
3.2.20	For co-defendant Felony/Misdemeanor/Infraction (FMI) cases, identical or different case resources can be assigned specifically to each co-defendant's case.	Yes	
3.2.21	Security level associated with the Case History/ROA entries, participants, and DMS document(s) of non-lead case(s) will be retained on the lead case.	Yes	
3.2.22	Tracking cases will not be available for consolidation, coordination, or relation.	No	
3.2.23	For consolidated case if the Clerk attempts to perform an action on a Non-Lead case, they will receive an Alert message with the option to navigate to the Lead case. User may override the message and perform the action on the Non-Lead, if they have the appropriate Security Level.	No	

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3.2.24	By default, secure the home address of all person/entities with the position type of "Private Professional Fiduciary".	No	
3.2.25	The system will assign certain case type as higher level security by their case type Family (Adoptions, Termination of Parental Rights, Parental Relationship), Juvenile (all), mental health conservatorship	Yes	

3.2.26	For case type "Paternity" in Family Law, cases are automatically secured until Judgment is entered.	Yes	
3.2.27	If the case status is updated to a status that is "disposed", the system will stop case aging.	Yes	
3.2.28	If a case is changed from Civil Limited Unlawful Detainer (UD) to another case type and/or category, and based on the security level the case is not available for public viewing, then the security on the case is reset to make it available for public viewing.	Yes	
3.2.29	Case notes are only available to internal court staff. The general public will not have access to these items.	Yes	
3.2.30	The system must maintain a status of a case, and update the status to an appropriate new status upon the occurrence of a system event, a hearing event, an order, etc.	Yes	
3.2.31	Provide configurable screen alerts to indicate certain critical case or person status conditions. These are to be used when a party is in court or at the front counter. Status conditions relate to warrants, TRO's, etc. including Identify vexatious litigants.	Yes	
3.2.32	Allow batch updates to cases, register of actions, printing of forms, etc.	Yes	
3.2.33	Provide an alert if a judicial officer has been recused or disqualified on a case	Yes	
3.2.34	Ability to reclassify case type (civil limited to civil unlimited) upon filing and allow payment of associated fee; record disposition of civil limited case type and pending status of new unlimited case; keep historical record of transaction and report statistics accordingly.	Yes	
3.2.35	Identify first paper fee status of parties to a case (e.g., paid, due, waived, etc.)	Yes	
3.2.36	Fast Track - ability to identify eligible cases, track, print reports, generate notices, schedule hearings and enter dispositions individually or in batch processing in accordance with California Rules of Court.	Yes	
3.2.37	Create docket entry, update case information based on motions, hearings, resolutions or dispositions, information on judgment; requests for enforcement of judgments	Yes	
3.2.38	Maintain and print history of all relationships established for each juvenile and his/her family with dated audit trail of changes	Yes	
3.2.39	Print list of documents filed for given case with information such as document name and identifier, who filed, when filed, etc.	Yes	
3.2.40	Track, display, and produce reports on relationship of specific cases and parties to one or more family law service providers, child support agencies, child welfare agencies, other governmental agencies	Yes	
3.2.41	Continue user prompts begun in case initiation when situations exist for persons in case that user should be aware of (e.g., identification of a Title IV-D case) and identify situation to extent information in system (see Case Initiation and Indexing, Scheduling)	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
3.2.42	Continue case and person information security and data integrity begun in case initiation, such as increased security to Application for Fee Waivers or social data on families (e.g., investigation reports or medical evaluations) (see Case Initiation and Indexing and Security and Data Integrity functions); permit user to increase the security level of specific case data or document	Yes	
3.2.43	Maintain and print history of all relationships established for family with dated audit trail of changes	Yes	
3.3	**Issuances and Warrants**		
3.3.1	Ability to order and issue various (configurable) types of warrants, including but not limited to the following: Warrant of Arrest Bench Warrant DNA Warrant Third Party Protective Custody	Yes	
3.3.2	Ability to enter specific data on warrants, including the following: Bail Amount (including No Bail) Release conditions Night Service authority Warrant Authority codes Extradition Penal Code 1275.1 Civil Code of Procedure 1993.1	Yes	
3.3.3	Ability to reuse all person related data, e.g. names, aliases, monikers, date of birth, addresses, identifiers and all other demographic information in the warrant, without additional data entry.	Yes	
3.3.4	Ability to order, hold service, recall, rescind or quash any warrants	Yes	
3.3.5	Ability to display history of all warrants on a case and their statuses.	Yes	
3.3.6	Ability to display all active warrants in the CMS based on status (e.g., issued, held etc.) and court location.	Yes	
3.3.7	Ability to produce a report of all active warrants in the CMS based on status (e.g., issued, held etc.) and court location.	Yes	

3.3.8	Ability to issue warrants automatically, based on specific criteria, such as failure to appear	No	
3.3.9	Exchange warrant data with county wide warrant system in compliance with local and state/NCIC requirements; send new warrant (Issued), recalls, and modification orders; receive abstract information - served, cancelled, inactive, purged	No	
3.3.10	Warrants - Required information (e.g., case number, unique search warrant control number, party name, dates warrant issued and served, bail amount, charges etc.) on all case types with warrants ordered.	Yes	
3.3.11	Warrants - Automate issue ordered warrant on line, real time to LEA system based upon specific business rules with some override capability and/or interaction with a work queue.	No	
3.3.12	Warrants - Query, search and track and update warrants and warrant status.	Yes	

Number	**Business and Functional Requirements**	**Yes/No, In Progress**	**Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)**
3.3.13	Allow user to record issuance, such as issuance on the case (e.g., Subpoenas, Summons, Letters, Citations) or issuances on judgments (e.g., Writs, Abstracts, DL-30s, etc.)	Yes	
3.3.14	System should prevent users from issuing writs on appeals cases. For Small Claims cases, if a judgment is entered and the appeal is filed, it should not allow JBE to issue a writ on that judgment.	No	
3.3.15	Permit multiple writs per party, where appropriate, and track and control the number of writs issued to each county per person; track and control writ returns (e.g., partials, wrong county, ability to enforce, etc.).	Yes	
3.3.16	Ability to record and collect fees associated with the issuances of writs, abstracts, DL-30 or other issuances that require fees.	Yes	
3.4	**Case Ticklers, Prompts and Milestones**		
3.4.1	Provide configurable screen alerts to indicate certain critical case or person status conditions. These are to be used when a party is in court or at the front counter. Status conditions relate to warrants, TRO's, Identify vexatious litigants, NSF, 170.6, etc.	Yes	
3.4.2	Display Alerts for actions on driver’s license, holds issued to DMV, other FTA or non-compliance alerts	No	
3.4.3	Ability to create, read, update and delete case related ticklers, e.g. a Request for Fee Waiver must be ruled on within 5 days.	Yes	
3.4.4	Ability to configure ticklers to allow for optional processing at the end of the tickler period, e.g. automatically grant fee waiver if no action or prompt clerk to review and take appropriate action	Yes	

3.4.5	Ability to mark a tickler item as complete if the tickler condition is met prior to the end of the tickler date, e.g. Fee waiver application is acted on before end of 5 day period, then the tickler is ended and no automatic function is performed or no prompt is sent to the clerk.	Yes	
3.4.6	Ability to associate ticklers to specific events, actions, filings etc. - the CMS will begin the tickler based on these criteria, e.g. the filing of the Fee Waiver Application starts the 5 day tickler.	Yes	
3.4.7	Ability to specify if the tickler is to be based on "calendar days" or "court days".	Yes	
3.4.8	Ability to specify handling of tickler events that may end on weekends or holidays.	No	
3.4.9	Ability to update a tickler, including days remaining before expiry	Yes	
3.4.10	Ability to automatically maintain the age of the case based on court configurable rules.	Yes	
3.4.11	System will maintain a configuration of statutory times within which an event must occur, and keep the status of that event.	Yes	
3.4.12	Ability to track and report on comparison of case specific milestones to a set of established milestones for specific case categories, case type and case tracks, e.g. milestone is to conduct mandatory settlement conference within 180 of case filing, compare the case actual to the milestone etc.	No	
3.4.13	Track inactive cases, identify those inactive for excessive periods (e.g., pre-judgment case with no activity in 18 months and no future hearing date), prompt user regarding next appropriate action (e.g., date case qualifies for dismissal)	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
3.4.14	Track conformance to time standards (e.g., answer or response due 30 days after service to respondent) including modifications, overrides (e.g., override requirement that answer or response due in 30 days and manually enter 60 days), and suspension (e.g., suspend mental health classification) of time counting under certain conditions	Yes	
3.5	**Work Queues**		
3.5.1	Ability to configure work queues for specific individual users or groups of users.	Yes	
3.5.2	Ability to create, read, update or delete work queues.	Yes	
3.5.3	Allow user to manually populate a work queue with a task.	Yes	

3.5.4	Ability to specify work queue items that have a priority, and user must be able to update priority of work queue items.	Yes	
3.5.5	Work queues tasks are created by the system based on specific actions occurring, e.g. the filing of a certain document or a tickler date being met etc.	Yes	
3.5.6	Ability to navigate the user of a work queue to an appropriate screen for the completion of the task.	Yes	
3.5.7	Ability to manually mark a work queue task as complete.	Yes	
3.5.8	Where work queues are assigned to a group and an individual user in that group opens the task then reassign the task to the individual users.	Yes	
3.5.9	Ability for a supervisor to manually assign or reassign tasks as required.	Yes	
3.5.10	Ability to sort and/or filter work queue tasks.	Yes	
3.6	**Appointments and Referrals**		
3.6.1	Ability to appoint various persons/entities to cases for specific purposes., e.g., appoint counsel in criminal case, special master, doctor or receivers, etc.	Yes	
3.6.2	Ability to refer cases to various Alternate Dispute Resolution (ADR) programs.	Yes	
3.6.3	Ability of parties to reject potential arbitrators.	No	
3.6.4	Ability of CMS to randomly assign arbitrators from list after all parties have rejected potential arbitrators or time has elapsed.	Yes	
3.6.5	Ability to configure case resource types; add/edit/remove case resources; record beginning and end date of assignment(s). This includes mediators, arbitrators, Probate Investigators, Special Masters, and others.	Yes	
3.7	**Appeals and Transfers**		
3.7.1	Allow user to compile an appellate record on appeal based upon the case history entries and documents within the case. User must be able to update the content of the record on appeal.	Yes	
3.7.2	Allow user to enter a default on an appellate case, or remove the default from an appellate case.	Yes	
3.7.3	Ability to create an alphabetic and chronological index of the Record on Appeal displaying the page number for each document.	Yes	
3.7.4	Ability to create volumes of documents based on a court configurable number of pages allowed per volume.	Yes	

3.7.5	Ability of the CMS to allow for calculations of pages calculated, including scanned documents, efiled documents, system generated documents and potential paper documents.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
3.7.6	If a case participant does not provide payment for the filing of the Notice of Appeal (for Small Claims cases) within 10 days of the filing of the Notice of Appeal, the user will void the appeal that has been filed and send a notice to case participant about aborting the transaction.	Yes	
3.7.7	Ability to record the appellate court case number as a cross-reference number to be included on forms/notices and electronic exchanges.	Yes	
3.7.8	The Notice of Appeal should be a filing which can be dismissed but not disposed. The Notice of Appeal is the "initiating" document for the Appeals case, however the final judgment on the case is entered by specifying a Remittitur status and generating a remittitur, NOT entering a disposition on a filing.	Yes	
3.7.9	Ability to establish 'Case status' for cases of case category Appeal include the following: Pending Receipt of Record (before Record on Appeal received, after Notice of Appeal received) Record Received (after Record on Appeal received) Decision Rendered (after Appeals/Judgment Pronounced F/A is triggered) Remittitur Issued (after Remittitur is generated Referred to Higher Court (If document is sent to District Court of Appeals or Supreme Court) Stayed (manually entered) Remanded to Trial Court (when Appeals/Ruling Remand F/A is triggered) In Default (when default entered on case)	Yes	
3.7.10	When appellate case is completed, defaulted, or dismissed, the system will generate a remittitur to be filed with the originating court in the original case.	Yes	
3.7.11	Ability to produce Receipt for Record form listing all documents being transferred.	Yes	
3.7.12	Ability to record new case number from new court after receiving the returned Receipt for Record.	Yes	
3.7.13	Ability to produce all appropriate notices for appeals (e.g. Notice of Default, Notice to Court Reporter's etc.).	Yes	
3.7.14		Yes	

3.7.15	Ability to capture and display electronic recording information for each hearing. This information should be displayed as part of the minute order and retained with the hearing information on the case for reference, as required. Ability to assign the case and the hearing to an appellate panel consisting of three judges in lieu of an individual judge or department. Judges assigned to the case may be from other jurisdictions	Yes	
4	**Event Management**		
4.1	**Resource Availability Tracking**		
4.1.1	Allow user to configure when a Judicial Officer (JO) or Department is available, and how many events may be placed on an individual calendar. Rules can be configured for Judicial Officers, Departments, Rooms, Mediators, FCS Mediators, Arbitrators, Temporary Judges, Judicial Assistants, Interpreters, Court Reporters and the Court as a whole.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
4.1.2	Ability to assign specific attributes of the Resource Allocation rules which may include values such as: - Resource Type: This includes Judicial Officers, Departments, Mediators, FCS Mediators, Arbitrators, Temporary Judges, Judicial Assistants, Interpreters, Court Reporters, LEA Officers and the Court. If a rule is configured for a Court, then it will be used as a default for all resources belonging to the court unless specific rules have been configured for that resource. - Resource Name: The name of the resource that the rule applies to. - Court Location: The specific court location that this rule applies to. - Case Category/Case Type: The specific Case Category and related Case Types that this rule applies to - Calendar Type/Event Type: The specific calendar types (e.g., Law and Motion, Trial, Settlement Conference) and event types (e.g., Trial, Pre-trial conference) that the allocation rule applies to. - Frequency and Frequency Type: This indicates the frequency with which the specified calendar type/event type can be scheduled. The default is "weekly". However, the Actor will have the option to specify if the frequency is "daily" (all days of the week), or "monthly". The system will also provide the ability to create rules that apply to odd/even dates (e.g. events are scheduled in Department 100 on even dates while they are scheduled in Department 101 on odd dates). - Day(s) of the Week: The day of the week to which the allocation rule (for the selected resource) applies to. - Calendar Start/End Time: The start time is the time on the selected day to which events belonging to the selected calendar type/event type should be scheduled for the resource. The end time helps indicate what the duration of the calendar is. - Max Count By / Max Count: The Max Count By field allows the Actor to specify what entity is used to indicate hearing loads -cases, events, Defendants or Minors. The Max Count specifies the maximum hearing load for that calendar. For instance, 30 Events or 25 Defendants, etc. - Effective Start Date and End Date: The date range between which the rule is applicable. - Night Court: An indicator that allows the Actor to specify if a particular Calendar is a night court calendar for that Court. Only a subset of the above attributes will be mandatory to create an allocation rule for the	No	Odyssey supports all the requirements listed in this requirement, except the following: The system will also provide the ability to create rules that apply to odd/even dates (e.g. events are scheduled in Department 100 on even dates while they are scheduled in Department 101 on odd dates). This could be accomplished by manually creating separate court sessions for the even and odd dates in the different locations.
	Ability to assign by courtroom / department rather than per judicial officer (Master calendar courtroom)	Yes	
4.1.3	Allow user to configure when a JO or Department is unavailable to hear matters.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
4.1.4	Ability to assign specific attributes to Resource Unavailability rules, which includes values such as: - Resource Type: This includes Judicial Officers, Departments, Mediators, FCS Mediators, Arbitrators, Temporary Judges and the Court. If a rule is configured for a Court, then it will be used as a default for all resources belonging to the court unless specific rules have been configured for that resource. - Resource Name: The name of the resource that the rule applies to. - Unavailable Start Date and End Date: The specific date range for which the resource is not available. - Unavailable Start Time and End Time: The specific time range for the designed date(s) during which the resource is not available. - Block Entire Day - An indicator that blocks the entire day as "dark" and doesn't require start/end dates and times to be entered - Holiday Indicator - An indicator that designates the day as a holiday. This indicator should be used when the resource type selected is Court, so that the holiday rule applies to all resources within that Court	Yes	
4.1.5	Allow user to configure when a specific event type will be heard, in what department or with what JO, based upon case category, case type, event type.	Yes	
	Maintain and produce history of changes in judge assignment including those by challenges (e.g., preemptory challenge) and showing present and former judges and reasons for change	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
4.1.6	Each scheduling rule is specific to the court that the Clerk belongs to. The attributes of the scheduling rule include but are not limited to: - Scheduling Rule Name and Description - Case Category: (e.g. Civil, Small Claims, Probate) - Case Type: (e.g., Unlawful Detainer in Civil, Guardianship in Probate) - Calendar Type: (e.g. Law and Motion, Trial). - Event Type: (e.g. Pre-trial Conference, Case Management Conference, Trial). - Type of Days: This indicates whether the days (if any) specified in the rule are calendar days or court working days. This type applies to all the days specified in the rule. - Minimum and Maximum Number of Days: The range of days between which the event must be scheduled based the completion. - Causal Document: The Causal Document required for the event to be scheduled. - District/Location/Building/Department: The district/location/building/department to which the event is assigned. - Effective Start Date and Effective End Date of rule: The date range during which the rule is active.	No	
4.1.7	Enter proceeding types, (e.g., include mediation, arbitration, neutral evaluation, special masters and referees referrals, and settlement conferences)	Yes	
4.1.8	Provide capability to monitor a variety of court-ordered programs as locally defined. This information needs to be recorded, updated, and then able to be viewed by the court and/or appropriate court personnel as deemed appropriate.	Yes	
4.1.9	Enter, generate, print any result from Arbitration or Mediation resulting from hearings or other events. Enter, generate, print any court rulings/orders/judgments	Yes	
4.1.10	Maintain and produce history of prosecutor and defense attorney changes for specific case or defendant with reasons for change	Yes	
4.1.11	Maintain and produce history of court reporter assignment(s), track dates of assignment (for appeal transcripts, etc.)	Yes	
4.2	**Calendaring/Scheduling**		
4.2.1	Ability to schedule events for hearings from multiple screens, or link to standard calendaring screen from multiple other screens, for example link to calendaring screen from case initiation or add filings.	Yes	

4.2.2	Ability to schedule events while working on courtroom screen without linking to standard calendaring screen.	Yes	
4.2.3	Allow user to change or vacate calendar event, including date, time, location, department, JO, and status.	Yes	
4.2.4	Ability to reserve an available calendaring slot prior to the actual calendaring event being entered, e.g., an attorney calls ahead for a hearing date and the user has the ability to reserve the slot pending the receipt of the actual filing. Provide the user with a reservation number to be used as across reference.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
4.2.5	Reserve a hearing date, through public interface or manually entry, and update status from reserved to scheduled upon filing of a document.	No	
4.2.6	Provide capability to specify "judge for all purposes" calendaring (i.e., same judge from beginning to end of case.) Support master calendaring, direct calendaring and other case management methods (e.g., schedule for each department's master calendar and for individual calendars within each department).	Yes	
4.2.7	Add calendar/court day calculator to schedule an event.	No	
4.2.8	Hearing should have a status (e.g., scheduled, heard, continued, vacated, etc.), which should be displayed and updated as appropriate.	Yes	
4.2.9	Ability to associate filings to events and the resulting minute orders tied to events.	Yes	
4.2.10	Ability to request and schedule additional resources that may be required for an event, e.g. Court Interpreters, Police Officers, Court Reporters, etc.	Yes	
4.2.11	Ability to view calendar in day view, week view, month view formats.	Yes	
4.2.12	Ability to print calendar in multiple formats, e.g. Public Calendar, Courtroom Calendar, Trial Court Calendar, Consolidated department calendar, etc.	Yes	
4.2.13	Allow user to configure printed calendar with information as requested by the bench, or information needed for given case processing.	Yes	

4.2.14	Ability to assign attributes of the calendar view such as: - Calendar Name and Description - Comprehensive list of calendar related data elements (e.g. case information, party information, event information, minutes, tentative rulings/probate notes/case notes) and their display sequence in the view - Grouping/Combining/Sorting information - such as party names, related cases, related family members, co-defendants etc.	Yes	
4.2.15	Probate Notes/Tentative Rulings can be configured to display on the calendar	No	
4.2.16	Include case age and identify if judgment has been entered (pre or post judgment) with any display of case status or adherence to schedules (e.g., tracking conformance to time standards)	Yes	
4.2.17	Ability to view and print a calendar of events based upon date, time, department /JO, calendar type, event type, etc.	Yes	
4.2.18	Display and print schedules for specified court personnel and justice partners (e.g., judicial officers, Department of Child Support Services, interpreters, etc.) event and hearing types, dates, and facilities (e.g., courtrooms) for each time interval and day within specific period	Yes	
4.2.19	Ability to schedule specific events based on configurable rules, such as scheduling Small Claims trials within 70 days of filing, etc.	Yes	
4.2.20	Ability to re-schedule events in mass, e.g. re-schedule all or some events from one date, time and location to another date, time and location.	Yes	
4.2.21	Ability to re-assign events, e.g. Master Calendar court re-assigns case to another Courtroom for Trial.	Yes	
4.2.22	Ability for system to consider any Conflicts that may be present when re-assigning or re-scheduling, e.g. check for any recusals that may exist for a JO.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
4.2.23	Allow court designated staff to schedule, continue or vacate a hearing or trial date.	Yes	
4.2.24	Reschedule a block of hearings.	Yes	
4.2.25	Judicial Officer/Courtroom Clerk notes for party requests for scheduling changes.	Yes	
4.2.26	Provide a view of the calendar by month when scheduling in the minutes module.	No	

4.2.27	Warn user when a timeslot is reaching its threshold. Also warn user when a timeslot is over scheduled. Allow for manual override of this feature.	Yes	
4.2.28	Late additions (add-ons) to the calendar trigger email notifications to bench, courtroom clerk/department inbox, bailiff, court reporter, etc.	Yes	
4.2.29	Allow the system to only propose future hearing dates prior to the last date for trial, weekends or designated court holidays.	Yes	
4.2.30	Generate, display and print case summary page, such as a Case Information Sheet, for reference by the judicial officer and courtroom personnel while court is in session; information captured will vary depending on case category/case type; provide interface to other parts of system to access and print other type of information	Yes	
4.2.31	Create and track calendar modifications (e.g., judicial officer or courtroom reassignments, cases added to or taken off calendar) over specific period	Yes	
4.2.32	Distribute calendars electronically (e.g., to Department of Child Support Services, attorneys, etc.) (see Multi-Function Capabilities and Integration and Criminal Support Functions)	Yes	
4.2.33	Suppress inclusion of user-designated confidential information in calendars (e.g., mask out information, Paternity Cases) (see Security and Data Integrity Function)	Yes	
4.2.34	Display and print schedules for specified justice partners (e.g., juvenile probation officers, child protection case workers, CASA volunteers, interpreters, etc.) event and hearing types, dates, and facilities (e.g., courtrooms) for each time interval and day within specific period	Yes	
4.2.35	Schedule multiple cases, juveniles, and events for same scheduled date and time with priorities assigned to each case (e.g., schedule detention hearings on all detained juveniles for the same time block)	Yes	
4.2.36	Schedule groups of related cases (e.g., schedule abuse and neglect cases of siblings in the same time block)	Yes	
4.2.37	Generate, display, and print case summary page, such as a Case Information Sheets/Summary of Person Information sheets, for reference by the judicial officer and courtroom personnel while court is in session; information captured will vary depending on case category and case stage; provide interface to other parts of system to access and print other types of information	Yes	
4.2.38	Exclude user-designated confidential information from documents created during hearing (e.g., record in minutes that event occurred on a given date, but mask out confidential statements by parties); capture and display notation that masked information exists	Yes	
4.2.39	Record hearing outcomes for each allegation pertaining to each juvenile and family including information on parties, cases, related cases, and cross petitions	Yes	
4.2.40	Track hearing results, hearing duration and participants, and scheduled and actual occurrence of hearing in conjunction with Management and Statistical Reports Function	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
4.2.41	Use information captured in court proceedings, other judicial, and/or mediation events to perform the following functions: - update records on cases, participants and other persons, and pleadings throughout system (e.g., information on judgments, attorney withdrawals, continuances, and cancellations; work with Docketing and Related Record keeping (for docket updates) - scheduling (when rescheduling a hearing) - dismissals and differentiate between the different types of dismissals (e.g., dismissal with or without prejudice, etc.) - document generation and processing (for notice creation) - calendaring (to place on future calendar when scheduled) - accounting (for monetary judgment data) - bifurcations working with Case Initiation and Indexing to initiate new case and docket and Related Record keeping for docket updates functions	Yes	
4.2.42	Allow for business rules to be established to determine payable scheduled events for Dependency court appointed counsel (e.g., courtroom clerk entries identify payable scheduled events for purposes of seeking reimbursement of court appointed counsel costs)	No	
5	**Courtroom**		
5.1	**Court Clerk Functions**		
5.1.1	Allow the recording of details about the scheduled event including displaying all parties associated with the case and checking them in. This attendance information should then also be available to the user for inclusion in the minutes. The check-in status can also be used to sort calendar events. The user has the ability to check-in participants for one or multiple events.	Yes	
5.1.2	The users department should be defaulted when entering minutes.	Yes	
5.1.3	This System should provide the functionality to: - the ability to enter minutes on a case in a quick and efficient manner, such as the use minute entry codes and or macros, - preview the minute order, - save minute entry codes for later update, - attach an electronic signature to the minute order with the proper security access, - generate a finalized minute order, - send minute order for judicial review/electronic signature	Yes	

5.1.4	Ability to amend, correct or otherwise modify minutes including *Nunc Pro Tunc* processing.	No	
5.1.5	Provide ability to initiate or prepare Minutes before hearings. Provide ability to modify precompleted Minutes during hearing. Allow updates to these entries, even though they were input by a different user.	Yes	
5.1.6	When recording event based minutes, the date and time of the event will be used for all transactions as the date/time the transaction took place unless there is a date supplied by the user. For example, if a judgment is entered, the judgment entered date will be the event date, not the system date. Further, the case history entry date/time will be the event date/time.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
5.1.7	Any codes used during the courtroom session and part of minute order capture should have configurable associated text that will be translated into the minute order.	Yes	
5.1.8	Ability to save minute order as draft and secure from public (mark confidential)	Yes	
5.1.9	The system will have the ability to print the finalized minute order(s) or at any point print the draft version of the minute order.	Yes	
5.1.10	Any previously finalized minute order cannot be "re-finalized". Amendments and/or corrections will result in a new minute order.	Yes	
5.1.11	Ability to record minutes even if an event is not scheduled on a case, the date and time supplied by the user for the minutes will be used for all transactions as the date/time the transaction took place (unless there is a date parameter on the action code for the transaction - in that scenario, the date supplied for the parameter will be used). For example, if a judgment is entered, the judgment entered date will be the date supplied by the user for the non-event minutes, not the system date. Further, the Register of Actions entry date/time will be the non-event minutes date/time.	No	
5.1.12	If the system uses minute codes, the ability to use the minute codes in the business office without using specific courtroom screens.	Yes	
5.1.13	System will support, sending a minute order to the Judicial Officer for approval or e-signature and will not finalize the minutes. When the Judicial Officer approves or attaches an e-signature to the Minutes, the minutes will be sent back to the clerk to finalize the minutes, or the clerk can retrieve the approved minute order.	Yes	

5.1.14	When entering minutes that use a date or time field, the User will not be required to enter forward slashes for the date, or a colon for the time. Upon exiting the field, the system will format the date or time data accordingly. Subsequently, if the User enters any time greater than 07:30 and less than 11:59, the time will be assumed to be AM, otherwise the time will be assumed to be PM. This AM/PM setting can be overridden by the User by indicating AM or PM in the minutes.	Yes	
5.1.15	When entering minutes for a filing, do not retrieve any filing that has been rejected, voided or has been "replaced" by a later operative pleading (e.g. an Amended Complaint should display instead of the original Complaint).	No	
5.1.16	When entering codes for minutes that include date fields, the system will default the dates to the current system date if configured to do so.	No	
5.1.17	For any participant related parameter where additional names are displayed, the system will retrieve and display additional names in the order they were entered in the system in the context of the associated case.	No	
5.1.18	When amending minutes, the date and time of the transactions and case history entries will depend on the method by which the user is amending the minutes (nunc pro tunc, corrected, or amended).	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
5.1.19	The user may choose to correct minutes. The ability to correct minutes should be based on court configurable roles. When correcting minutes: 1) The user may remove any code from the minutes 2) The user may update codes entered in the minutes (e.g. updating parameter text) 3) The user may update check-in information 4) The system will update the Case History / ROA entry (if applicable through configuration) of the associated minute code by overwriting the previous Case History / Register of Action text with the updated minute code Case History / ROA text The user may update the participants checked-in to the original or amended event 5) The "corrected" Minute Order form will be considered the original minute order (e.g. no identification that the Minute Order was corrected) other than the corrections made by the user. The Minute Order form will replace the previous Minute Order form in the applicable Case History entry 6) The user will be able to Preview in Correct mode.	No	Specific corrections are based on case parameters.
5.1.20	Allow the user to record minutes simultaneously across multiple hearings and/or cases, and in doing so may immediately access any selected set of minutes.	Yes	

5.1.21	Ability to configure Minute Order header information based on Case Category and Case Type.	Yes	
5.1.22	Provide Minute Order Header configuration for Civil Limited, Civil Unlimited, Probate, Small Claims, and Mental Health with a value of "Associate Cases" that will allow the Minute Order to display associated cases when selected.	Yes	
5.1.23	The Juvenile Minute Order Header configuration will contain a value of "Related Cases" that will allow the Minute Order to display related case information when selected.	Yes	
5.1.24	Provide locking functionality for Felony, Misdemeanor, Infraction, and Juvenile Delinquency case categories during the time that "Minutes" are being prepared in the Courtroom. On a Case-Participant level, lock so that payments cannot be recorded for the participant (Defendant or Juvenile) on the case that is currently having minutes entered.	No	
5.1.25	Allow the user to create a single minute order for multiple events on the same case. Once the single minute order is created, the events will always be tied together. When a user selects an event to work on, pull all events related to the minute order, regardless of which was chosen.	No	
5.1.26	The system should warn the user when they process a minute order and the case is in warrant status. There is an outstanding warrant on any participant on the case, including the witness.	No	
5.1.27	The system should warn the user when they process a minute order and there is a bail/bond or cash bail in an active status and the clerk does not use one of the Bail/Bond or Cash Bail codes, the clerk should get a warning message when finalizing the minutes.	No	
5.1.28	The system should warn the user when they process a minute order and there is a count on the case that a sentence code has been used for, and there are additional un-dispositioned counts on the case and no additional hearing scheduled for the case.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
5.1.28	The system should warn the user when they process a minute order and bail/bond has been entered during the event and the Release Status has not been updated. Custody status has not been addressed during the event.	No	
5.1.29	The system should warn the user when they process a minute order and when a change of plea is entered which results in a disposition on a count(s), and a future trial date exists on the case (event not yet vacated). For Juvenile cases, only display the warning if all counts are disposed.	No	
5.1.30	The system should warn the user when they process a minute order and probation is Terminated and the search terms 4th amendment waiver rights is set on the case.	No	

5.1.31	The system should warn the user when they process a minute order and the petition/PV has been addressed (sustained or dismissed) in full and there are future scheduled events for that petition/PV.	No	
5.1.32	The system should warn the user when they process a minute order and the jurisdiction has been terminated.	No	
5.1.33	The system should warn the user when they process a minute order and the entire case is either dismissed or disposed and the case has future event dates pending	No	
5.1.34	The system should warn the user when they process a minute order and There are additional events for the case on the same date and those minutes have not been finalized.	No	
5.1.35	The system should warn the user when they process a minute order and there is a due Child Custody Investigation Fees or Minors Counsel's fee on the case, but no Order for Payment has been made.	No	
5.1.36	The system should warn the user when they process a minute order and a required parameter has not been addressed/entered.	Yes	
5.1.37	The system should warn the user when they process a minute order and fees were created during the session and the participant needs to be informed that they need to pay them.	No	
5.1.38	Allow the user to configure the department resources and select the default staff to be used for creation on the minute order header for a department on a given date. The staff that may be specified for the minute order header include, but are not limited to, the Judicial Officer, Courtroom Clerk(s), Bailiff/Court Attendant, Courtroom Reporter(s), and Electronic Recording Monitor.	Yes	
5.1.39	Allow the user to override the configured department resources and selected default staff to be used for creation on the minute order header for a department on a given date.	Yes	
5.1.40	Allow a user to take a matter under submission for an event or events and record a ruling at a later time.	No	
5.1.41	Ability to track and update all matters taken under submission for reporting purposes.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
5.1.42	Use information captured in minutes to interface with other functions and update records throughout system in accordance with state and local statutes, rules, or procedures, such as • update records on cases, defendants/other parties, allegations, and pleadings throughout system • scheduling (for rescheduling/continuance of hearing) and calendaring (to place on future calendar when scheduled) • dismissals and differentiate between the different types of dismissals (e.g., full dismissal, Deferred Entry of Judgment dismissal, conditional dismissal, etc.) • document generation and processing (for notice creation) • accounting (for monetary judgment or sanction data) • tracking of compliance with court orders (e.g., alcohol program to be completed by a specific date) • bifurcations working with Case Initiation and Indexing to initiate new case and Docketing and Related Record keeping for docket updates functions (see Integration Between Functions in MultiFunction Capabilities and Integration)	No	Odyssey partially supports this requirement.
5.1.43	Sentencing Hearing: Send and receive materials electronically to and from other units to assist in judicial functions (e.g., send pre-sentence information to pre-sentence investigation unit and receive results of investigation for use in sentencing) (see Criminal Support Functions); flag of information/materials received for hearing purposes	No	This feature is optionally available as an integration for an additional cost
5.1.44	Give judicial officer and clerk real-time access to view finalized minute orders	Yes	
5.1.45	Ability to complete multiple minute orders with the same ruling at one time; provide ability to customize rulings specific to individual cases	Yes	
5.1.46	Schedule subsequent events (e.g., future hearings including hearings on continued matters) in real time within courtroom session or by allowing user to easily access Scheduling screen (e.g., by use of a link); ability to track causal dockets	Yes	
5.1.47	Create and print court orders and supporting documents resulting from hearings and other judicial events individually or in a group, immediately or at a scheduled time	Yes	
5.1.48	Distribute court orders resulting from hearings electronically internally (see Multi-Function Capabilities and Integration and Docketing and Related Record keeping Function)	No	This feature is optionally available as an integration for an additional cost.
5.1.49	Distribute court orders resulting from hearings events externally electronically (e.g., fax, electronic mail) or by regular mail	Yes	
5.1.50	Compute and enter fine or monetary restitution based on sanctions imposed on each person	Yes	
5.1.51	Enter non-monetary orders/provisions (e.g., community work service hours) based on sanctions imposed on each person	Yes	

5.1.52	Ability to associate monetary and non-monetary restitution with specific victim(s)	Yes	
5.1.53	Process information (e.g., update docket and other records, if not updated automatically as noted above) and create judgment and post-judgment documents	Yes	
5.1.54	Update each case in group of cases with judgments as if group were single case (e.g., process all failed to appear cases taken off calendar at once) (see Docketing and Related Record keeping Function)	Yes	

Number	**Business and Functional Requirements**	**Yes/No, In Progress**	**Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)**
5.1.55	Enable compliance with Rule of Court 980.5 for audio recording of courtroom proceedings.	No	Functionality can be achieved through integration that requires additional cost beyond the scope of this project.
5.1.56	Include data element for time tracking (i.e. courtroom session time, clerk processing time, etc.) for AB109. CYA, DCSS, and other grant programs. Must be able to retrieve and print reports with this data and related case information.	No	
5.1.57	Import/record proposed conditions of Probation from Probation officers pre-sentencing report through incoming message/data exchange (minute order text and data)	No	
5.1.58	Sentencing Hearing: Send and receive materials electronically to and from other units to assist in judicial functions (e.g., send pre-sentence information to pre-sentence investigation unit and receive results of investigation for use in sentencing); flag of information/materials received for hearing purposes	No	This feature is optionally available as an integration for an additional cost.
5.1.59	Compute, or receive from Criminal Support Functions, and enter or display monetary penalties (e.g., fines, fees, restitution) based on sentence imposed for each combination of charge and defendant in accordance with state and local statutes, rules, or procedures	Yes	
5.1.60	Plea Disposition: Record various pleas and link pleas to each violation, prior, enhancement and defendant	Yes	
5.1.61	Ability for users to define Time Waiver frequency and structure with which system displays ticklers, alerts, and prompts	No	
5.1.62	Court/Jury Trials - Ability to support Court/Jury Trial proceedings. (Jury Selection, Witness Lists, Polling, Sentence Continued, Court/Jury Verdicts, Mistrials)	No	
5.1.63	Ability to schedule events while working on courtroom screen without linking to standard calendaring screen.	Yes	
5.1.64	Enter and record Time Waiver information (Time Waived, Time Not Waived by Defendant, Time Not Waived by People, Time Waived 10/60). Ability to display time waiver status on alerts, calendars, reports, for judge and clerk in courtroom and on minutes. Allow entry of limited time waiver (Time waived to specific date).	No	

5.1.65	If system includes a courtroom processing or courtroom clerk module it includes: ability to check in participants; record hearing attendees and results; create, view draft, save and finalize a minute order; update participant, case, plea, disposition, hearing, sentencing, fine and fee information in the CMS without duplicating entries; allow for real time minutes; pull tentative ruling text from CMS and import into minutes; show alerts and information for case processing as required	Yes	
5.1.66	Probation sentencing report incoming/import (minute order); import conditions of probation	No	
5.2	**Probate Notes/Tentative Rulings**		
5.2.1	Ability to create a probate notes associated to a scheduled event. This ability is supported within the CMS using Microsoft Word or provides a mechanism to import the file directly from Word.	No	
5.2.2	Allow a user to publish probate note or send them for judicial review.	No	
5.2.3	If the Probate Notes functionality is performed within the CMS, when a user selects to work on a probate note, the probate note record should be locked for that user. Provide a mechanism that allows for the unlocking of the file in specific circumstances.	Yes	
5.2.4	Ability to configure multiple Probate Notes templates to allow for ease of use.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
5.2.5	• tracking of compliance with court orders (e.g., alcohol program to be completed by a specific date)	Yes	
5.2.6	• bifurcations working with Case Initiation and Indexing to initiate new case and Docketing and Related Record keeping for docket updates functions	Yes	
5.2.7	If the Probate Notes functionality is performed within the CMS, when a user selects to work on a probate note, the probate note record should be locked for that user. Provide a mechanism that allows for the unlocking of the file in specific circumstances.	No	
5.2.8	Ability to configure multiple Probate Notes templates to allow for ease of use.	No	
5.2.9	Allow a user to create a tentative ruling associated to a scheduled event. This ability is supported within the CMS using Microsoft Word or provides a mechanism to import the file directly from Word.	No	
5.2.10	Allow a user to publish tentative rulings or send them for judicial review.	No	

5.2.11	If the Tentative Ruling is performed within the CMS, when a user selects to work on a tentative ruling, the tentative ruling record should be locked for that user. Provide a mechanism that allows for the unlocking of the file in specific circumstances.	No	
5.2.12	Provide the ability to extract probate notes published on or after a specified date.	No	
5.2.13	Provide the ability to extract tentative rulings published on or after a specified date.	No	
5.2.14	Allow for tentative rulings and probate notes to populate minutes once the ruling is approved and finalized.	No	
5.3	**Judicial Officer Functions**		
5.3.1	Provide system functionality to Judicial Officers (JO) to manage their calendars. Calendar event information should be available based on case category, calendar type and should be court configurable. I.e. filings and events that appear in each screen.	Yes	
5.3.2	Provide process for creating, viewing, updating, and expiring Judicial Notes. These are case-level notes that are maintained through the life of the case (unless expired or deleted), and event notes that are specific to an event and are defaulted to be only viewable by the Judicial Officer that created the note. Notes can be shared by updating the notes' security settings.	Yes	Odyssey does not provide the concept of expiring judicial notes and this feature is not included within the scope of this project.
5.3.3	Allow the JO to grant additional user's access to specific Judicial Officer Notes. The Judicial Officer may filter the list of available users to grant security by position type, location, and/or case category. The Judicial Officer can also remove users who may view the note.	Yes	
5.3.4	Ability to Create Case Documents, such as Statement of Decision, Notice of Ruling on Submitted Matter, etc. This ability is supported within the CMS using Microsoft Word or provides a mechanism to import the file directly from Word.	Yes	
5.3.5	Changes made through judicial officer functions will transmit to calendars, work queues, work flows, etc. and be immediately available to the clerk for additional processing.	Yes	
5.3.6	System includes judicial officer module, or judges view that allows a judge to quickly access the cases on calendar during court session; identify and sort cases; display reason on calendar, hearing participants, attorneys; view single or multiple documents needed for the particular event; view related cases (multiple cases for one defendant or co-defendant cases) and other information needed to conduct the business of the court in an effective manner. This module would provide needed information for judicial officers that do not use paper files.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6	**Disposition**		
6.1	**Dispositions/Sentencing**		
6.1.1	Include the functionality of recording the judgment that is rendered by the Court (including default judgment and judgment on verdict) as well the Clerk's default judgment. Depending on the court's business process or the type of case, this judgment might be recorded as a result of a filing, or as a part of a minute order or in some instances the judgment might be recorded as a result of a ruling made by the Judicial Officer subsequent to a hearing.	Yes	
6.1.2	Allow the court, to record a judgment with one or more judgment awards associated with it. If a severed judgment is rendered, then there will be multiple judgment awards each detailing out a specific amount that the judgment debtor(s) owes the judgment creditor(s).	Yes	
6.1.3	Record resolution or disposition type (i.e., type of judgment) including those involving entire cases, individual or multiple hearings, individual parties, multiple cases, and cross petitions	Yes	
6.1.4	Ability to amend judgments. The request to amend judgment may be entered as a result of a filing, a notice of ruling, or as a part of a minute order.	Yes	
6.1.5	For Civil and Small Claims cases, the system will provide the ability to record judgment (non-Unlawful Detainer case types) on the non-dismissed participants of all the non-disposed dispositive filings on a case. For Probate cases, the system will provide the ability to record judgment on the case participants of dispositive filings on the case.	Yes	
6.1.6	For UD case type, the ability to indicate that judgment also includes any unnamed occupants.	Yes	
6.1.7	Record resolution or disposition type (i.e., type of judgment) including those involving entire cases, individual or multiple hearings, individual parties, multiple cases, and cross complaints	Yes	
6.1.8	Process information (e.g., update docket and other records, if not updated automatically as noted) and produce documents for resolutions and dispositions (i.e., judgments) by trial, mediation or arbitration, default, dismissal, withdrawal, settlement conference, transfer out to another jurisdiction, or consolidation	Yes	

6.1.9	Process information and produce documents on post-judgment activities (e.g., Order After Hearing on a Determination of Arrears, with information on monetary and nonmonetary judgments including parties, monetary and nonmonetary awards, pertinent dates, assignees, etc.); enter and update records when judgments vacated or amended (e.g., consolidated case, party deceased, etc.) (see also Execution Function)	Yes	
6.1.10	Electronically distribute disposition and post-judgment documents noted above externally to court and internally for entry into the docket	Yes	
6.1.11	Create, display or print, and maintain separate judgment indexes that show original and subsequent judgments (e.g., containing judgment entry and expiration dates, amounts, modifications, and satisfactions) by case and party	No	
6.1.12	Create, display, and maintain separate resolution, disposition, and judgment information that shows original and subsequent judgments, for the case and/or as to individual party	Yes	

Number	**Business and Functional Requirements**	**Yes/No, In Progress**	**Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)**
6.1.13	Update each case in group of disposed (e.g., dismissed) cases as if group is a single case	Yes	
6.1.14	The system will not allow a judgment to be recorded on a disposed case, exception: a Judgment of Dismissal can be entered on a disposed case. Moreover, for Unlawful Detainer cases, the system will allow the Actor to record a Judgment for Money after a Judgment for Possession has been recorded / entered.	No	
6.1.15	The system allows a judgment to be entered as part of a minute order or outside the minutes functionality at the same time as the judgment information is recorded.	Yes	
6.1.16	System provides the ability to first record the judgment information, through the minutes, and then enter the judgment at a later time	Yes	
6.1.17	The system will allow actions to occur after disposition of case participants, filings, or the case when a judgment/final order is entered on any case type. For example: after final disposition is entered on a filing/charge/case and then a motion is filed and heard; an amended order may be issued, judgment/orders vacated, sealed, modified, etc.	Yes	
6.1.18	The system will calculate the disposition status of the filing based on the disposition status of the participants associated with the filing. The JBSIS disposition hierarchy will be used to calculate the disposition - the highest disposition associated with the participants on the filing will be the disposition status of the filing.	No	
6.1.19	For Civil and Small Claims cases, a filing will be disposed if each participant on the filing has a 'Judgment For' or 'Judgment Against' set for them or if the participant has been dismissed.	Yes	
6.1.20	Ability to amend or vacate one or more awards within a judgment, including the ability to amend or vacate awards as to one or more parties in the award or judgment.	Yes	

6.1.21	The date of entry of disposition for the filing/case will remain unchanged even when the disposition on the associated case participants is updated.	Yes	
6.1.22	If the case disposition status is updated by the user from Active to a disposition status, then the case disposed date will be the date of the update.	Yes	
6.1.23	If the case disposition status is updated by the user from one disposition status to another disposition status, then the case disposed date will remain unchanged.	Yes	
6.1.24	The system will allow the ability to record an amended judgment on the non-dismissed participants of all the dispositive filings on a case.	Yes	
6.1.25	Ability to enter awards and/or judgments for large amounts of parties (thousands for complex litigation cases) at one time without effecting system performance.	No	
6.1.26	The system will provide functionality to enter a dismissal on a complaint or cross-complaint as a result of a filing (request for dismissal), or as a part of a minute order (dismissals entered by the court's own motion).	Yes	
6.1.27	The system will provide functionality to record the dismissal of a petition on a Civil, Probate, or Mental Health cases. The dismissal might be entered as a result of a filing (request for dismissal), or as a part of a minute order (dismissals entered by the court's own motion).	Yes	
6.1.28	Ability to indicate that a judgment results from a highway motor vehicle accident for small claims and civil cases when recording the judgment.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6.1.29	Capture payment in installment data on judgments. (Payment Rate, Installment Frequency, Begin Date, Payment Day of the Month),	Yes	
6.1.30	Ability to capture non-monetary awards when recording a judgment.	Yes	
6.1.31	Relate disposition to specific charge, allegation, complaint, cross-complaint.	Yes	
6.1.32	Prompt user to dispose of all charges and parties on a single case.	Yes	
6.1.33	Provide ability to strike a complaint/petition, cross complaint (partial/entire), or charge.	Yes	
6.1.34	Provide ability to amend a filing, judgment, and/or disposition (i.e. complaint/petition, cross complaint, charge, etc.)	Yes	
6.1.35	Ability to create, print, and maintain separate judgment indices (i.e., judgment book) that show original and subsequent judgments (e.g., containing dates, amounts, modifications, satisfactions, judge) by case and party.	No	

6.1.36	The system will provide functionality to enter information related to the granting/denying of a petition. The order to grant or deny a petition might be entered as a result of a filing or as a part of a minute order.	Yes	
6.1.37	The system will allow the court to grant or deny petitions at the time of recording minutes or only make text entries in the minutes to indicate that the petition has been granted. In this case, the formal order will come in as a filing. Once the filing is submitted, the Clerk will then enter the order on the petition.	Yes	
6.1.38	The system will support the recording of a sanction order. If the participant/attorney is ordered to pay the sanction amount to the Court, then a fee will be created in the system to allow the system to track the payment of the fee.	Yes	
6.1.39	Provide functionality to vacate/suspend a sanction order. If the sanction amount was payable to the court, then at the time of vacating/suspending the sanction the associated fees will be cancelled. If a payment was recorded against this sanction, the received payments will be transferred to a trust deposit for the participant against whom the sanction was ordered.	Yes	
6.1.40	The system will allow the court to track suspended sanctions, which occur when the court makes an order that the sanction originally imposed does not have to be paid.	No	
6.1.41	The system will support the recording of a verdict prior to the judgment being rendered. This verdict will be available to be included as a part of the minute order and the judgment.	Yes	
6.1.42	Provide functionality for recording, updating, removing, and viewing the plea entered on counts, enhancements, priors and allegations for Felony, Misdemeanor, Infraction and Juvenile.	Yes	
6.1.43	The user will be able to view the plea information entered through a screen in the application.	Yes	
6.1.44	Provide functionality for recording, updating, removing, and viewing the disposition entered on counts, enhancements, priors, allegations and petitions for Felony, Misdemeanor, Infraction and Juvenile cases. For example, in Juvenile cases, findings are types of dispositions for petitions.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6.1.45	For Delinquency cases, allow admissions, denials and findings of true/not true in lieu of pleas available in adult cases. Allow configuration and support processing of dispositions and sentencing unique to juvenile (Contested/Uncontested, before/after jurisdictional hearing, Wardship, Probation, jurisdictional transfer (to adult court), etc.	Yes	
6.1.46	The user will be able to view the disposition information entered as a part of the minute order creation through a screen in the application.	Yes	

6.1.47	Provide functionality for recording, modifying, vacating or setting aside a disposition for a Family Law case. This includes the functionality of maintaining dispositions at a participant, filing or case level.	Yes	
6.1.48	Ability to enter sentencing information at both the count and the case level.	Yes	
6.1.49	Ability to enter sentencing information details including the following: **Infraction/Misdemeanor/Felony** 1. Enter/maintain a sentence of a fine 2. Enter/maintain a sentence of traffic school 3. Enter/maintain a sentence of community service 4. Enter/maintain a sentence of probation 5. Enter/maintain a sentence of driver's license conditions 6. Enter/maintain a sentence of collaborative court or program 7. Enter/maintain a sentence of community service in lieu of a fine 8. Enter/maintain a sentence of a program in lieu of a fine 9. Enter/maintain a sentence of ignition interlock device 10. Enter/maintain a sentence of jail 11. Enter/maintain a sentence of restitution 12. Enter/maintain a sentence of search and seizure 13. Enter/maintain a sentence of jail in lieu of a fine 14. Enter/maintain a sentence of community service in lieu of jail 15. Enter/maintain a sentence of a program in lieu of a jail 16. Enter/maintain a sentence of prison 17. Jail in lieu of prison 18. Mental Health commitment **Juvenile** 1. Enter/maintain an order of Fine 2. Enter/maintain an order of Victim Restitution 3. Enter/maintain an order of Probation 4. Enter/maintain an order of Collaborative Court program 5. Enter/maintain an order of Commitment 6. Enter/maintain an order of Community Service 7. Enter/maintain an order of Traffic School 8. Enter/maintain an order of Driver's License conditions	Yes	
6.1.50	Ability to record a "Bail Forfeiture" as a final disposition/sentencing type for Traffic and other case types that allow for forfeiture of bail without any further proceedings.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6.1.51	Electronically distribute disposition and post-judgment documents noted above externally to court and internally for entry into the docket	Yes	
6.1.52	Create, display or print, and maintain separate judgment indexes that show original and subsequent judgments (e.g., containing judgment entry and expiration dates, amounts, modifications, and satisfactions) by case and party	No	
6.1.53	Create, display, and maintain separate resolution, disposition, and judgment that show original and subsequent judgments, case, and party	Yes	
6.1.54	Update each case in group of disposed (e.g., dismissed) cases as if group is a single case (see also Docketing and Related Recordkeeping Function)	Yes	
6.1.55	Process information (e.g., update docket and other records, if not updated automatically, through Docketing and Related Record Keeping Functions) and produce documents (e.g., judgment form, sentencing documents, custody forms; Hearings and Criminal Support functions) for dispositions after jury or non-jury trial, guilty plea, dismissal, bound over, transfer out to another jurisdiction, consolidation, nolo contendere, or bail forfeiture	Yes	
6.1.56	Distribute disposition documents noted above electronically to external recipients in accordance with state and local statutes, rules, or procedures (e.g., to law enforcement and corrections) and reflect distribution in docket	Yes	
6.1.57	Maintain and produce disposition and sentence information that show, for each case and defendant, original and subsequent charges and dispositions and sentences for each charge	Yes	
6.1.58	Create, display, and maintain separate resolution, disposition, and judgment that show original and subsequent dispositions, case, and party	Yes	
6.2	**Post Disposition/Sentencing**		
6.2.1	The status of a judgment is updated to Fully Satisfied only after all the awards on that judgment have a status of Fully Satisfied.	No	
6.2.2	The system updates the status of the case to Judgment Satisfied only if all the judgments on the case have a status of Fully Satisfied and if the case has a disposition status of judgment.	No	
6.2.3	If a writ is returned Fully Satisfied then the status of the applicable judgment award(s) will be updated by the system.	No	
6.2.4	If a 'Request to Pay Judgment to Court' is entered successfully (and the corresponding payment to court is good), then the status of the applicable judgment award is updated by the system.	No	
6.2.5	If an Acknowledgement of Satisfaction of Judgment (either in Full or Partial) has been filed, then the status of the applicable judgment award(s) is updated by the system.	No	

6.2.6	If a Clerk's Certificate of Satisfaction of Judgment is issued, then the status of the applicable judgment award(s) is updated by the system	No	
6.2.7	The system will maintain the status of the judgment at the judgment award level, at the judgment level and at the case level.	No	
6.2.8	The system includes the functionality of maintaining dispositions at a participant, filing or case level. Based on security privileges, certain users will have the ability to update the case disposition status as well as the stage of the case.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6.2.9	Provide functionality for recording, updating, removing, and viewing the sentence entered on counts, enhancements, and priors.	Yes	
6.2.10	Ability to modify or vacate any terms of probation, diversion, deferred entry of judgment or collaborative court conditions.	Yes	
6.2.11	Ability to receive and record possible violations of probation, diversion, deferred entry of judgment or collaborative court conditions.	Yes	
6.2.12	Ability to dispose of possible violations of probation, diversion, deferred entry of judgment or collaborative court conditions.	Yes	
6.2.13	The user will be able to view the sentence information entered as part of creating the minutes on a screen in the application.	Yes	
6.2.14	Provide functionality for recording, updating, removing, and viewing an order.	Yes	
6.2.15	The user will be able to view the order information entered as part of creating the minute on a screen in the application.	Yes	
6.2.16	The system will automatically find cases where the probation term is about to expire. Based on court configuration the system should update the probation status to show it is expired or place the case in a work Queue for review	Yes	
6.2.17	Automatically update cases where a Request to Pay Judgment to Court has been paid. The status of a judgment award will be updated. If a check payment was posted to Pay Judgment to Court and the check was not returned, the system will update the status of the corresponding Judgment Award to 'Fully Satisfied' on the 31st day after the payment was posted. The system will also generate the Certificate of Satisfaction of Judgment form and send it to a Print work queue for deferred printing. Additionally, any outstanding warrants against the judgment debtor will be flagged for recall.	No	
6.2.18	When judgment is entered on a Small Claims case, the status of the case should indicate Judgment Enforcement Stayed. The status of the case needs to be updated to indicate Post Judgment after 30 calendar days as passed.	No	

6.2.19	The system will automatically put “Guardianship of Estate Only” or “Conservatorship of Estate Only” cases in a work-queue when the youngest minor on the case turns 19.	No	
6.2.20	For probate guardianship only cases the system will automatically close the cases when the minor becomes 18.	No	
6.2.21	Ability to record fully, partially, and non-satisfied executions (e.g., all obligations satisfied).	No	
6.2.22	Provide the ability to file and process a Renewal of Judgment	No	
6.2.23	Process requests for execution of judgments and establish cross references for each execution subfunction given to judgment index and judgment screen	No	
6.2.24	Support processing objections to writs of execution (filing, scheduling, and recording of event)	Yes	
6.2.25	Automatically find all diversion or DEJ (Deferred Entry of Judgment) records with proofs of completion due today and populate a work queue (if configured by the court)	Yes	
6.2.26	Process information and produce documents (e.g., court orders such as revocation of probation, reduction of sentence) on post-conviction activities (e.g., in response to motions for reduction of sentence, withdrawal of guilty plea or orders resulting from violation of probation, failure to pay fine, etc.)	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6.2.27	Generate and display alerts/reports of all upcoming or past due compliance dates filtered by date range, type of order, or other criteria as designed by users	Yes	
6.2.28	Perform activities to ensure compliance, such as create paper or electronic courtesy reminders; update docket/ROA with notice given	Yes	
6.2.29	Distribute post-conviction documents noted above electronically external to court in accordance with state and local statutes, rules, or procedures (e.g., to law enforcement, drivers services, and corrections) and internally to be entered in docket	Yes	
6.2.30	Ability to query status of compliance for a specific case or group of cases and perform consequential activities, such as generate notices, trigger Civil assessment, issue warrant or DMV holds, or refer to judicial officer	Yes	
6.2.31	Track Satisfaction of Judgments and case dispositions	No	
6.2.32	Monitor a variety of court-ordered programs such as drug testing, DV, counseling, etc. This information needs to be recorded, updated, and then able to be viewed by appropriate court personnel	Yes	

6.2.33	Provide tracking for state prison abstracts to indicate if and when state prison abstract was sent; view information included in state prison abstract; capture errors and exceptions for processing; produce, reproduce and print/send	No	
6.2.34	Create, display, and maintain separate judgment screens that show original and subsequent judgments to and cross-references to related documents for each allegation, cause and party	Yes	
6.2.35	Permit electronic referral of case information to justice partners, such as agencies charged with child protection, (referral to Child Protective Services), mediators, the Department of Child Support Services, etc.	Yes	
6.2.36	Support Financial Hearings to establish reimbursement judgments owed by juveniles' parents; capture judgment information and display summary of judgment activities (e.g., judgment index or judgment screen); permit Financial Hearings to be scheduled though case might be in a "closed" status	No	
6.2.37	Provide ability to quickly and efficiently process requests for execution of judgment (writs of execution, abstracts, etc.); establish cross references for each execution sub-function on judgment index or judgment screen	No	
6.2.38	Generate completed JUS 8716 Department of Justice Juvenile Detention Disposition Report form	Yes	
6.3	**Case Closure**		
6.3.1	Ability to automatically mark cases as "closed" depending on Case Category, Case Type, periods of time, case activity (e.g. appeals, bail etc.)	Yes	
6.3.2	Close case (e.g., change status to closed; update docket; generate required forms, notices, reports for that case); capture closed date and calculate eligible purge date as defined by statute or local procedures	Yes	
6.3.3	Generate overall case closure reports (e.g., cases closed over specific period with reason closed)	Yes	
6.3.4	Ability to re-open previously closed cases	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
6.3.5	Update case status when defendants have completed installment payments, probation or any programs administered by probation, detention, corrections, or other court-ordered terms and programs that would result in case closure under local and state rules	Yes	
6.3.6	Identify activities and conditions that can prevent case from being closed (e.g. appeal periods have not passed, outstanding or open charge, un-sentenced guilty charge, unpaid fines, etc.)	Yes	

6.3.7	Juvenile - Auto case closure when minor reaches age of majority, unless non-minor dependent status established.	No	
6.3.8	Mental Health - Auto case closure on LPS Conservatorship case types after one year from disposition unless certain conditions (reappointments)	No	
7	**Financial Management**		
7.1	**Payments/Cashiering**		
7.1.1	The system will support the creation, adjusting, and canceling of fees.	Yes	
7.1.2	The creation, adjusting or cancelling of fees may or may not be case related. i.e. copy fees	Yes	
7.1.3	Fees can be automatically assessed on a case (based on actions taken by the user) or added manually.	Yes	
7.1.4	The user should have the option to allocate payments to existing fees, fines, and assessments or to create new fees.	Yes	
7.1.5	Allow payments to be accepted and tracked through the system.	Yes	
7.1.6	Ability to accept payment of fine on unsentenced case (plea in abeyance, diversion, conditional dismissals, etc.)	Yes	
7.1.7	Permit payment to be accepted for cases filed but not docketed completely (e.g., all data not entered into system or missing complaint) and recorded by entering minimal amount of data (e. g., case number, case type, case category, case style or title, name of person submitting payment, date of payment, nature of payment) as precursor to full docket entry; there should be functionality to link the payment to the subsequent full docket entry	Yes	
7.1.8	The system will support the distribution processes as detailed in Appendix C of the California State Controllers Manual, the Trial Court (see Exhibit A), any updates or amendments to attached manual, and all applicable laws.	Yes	
7.1.9	Ability to search for and view details for payments processed in the system.	Yes	
7.1.10	The system will support recalculation of the distribution when a change occurs on the case.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.1.11	Provide for a bail calculation and recalculation process based on statute, violation, prior records, traffic school eligibility etc. Factors that must be considered in the bail calculation process include, but are not limited to: Base bail amount Factors that could change base bail amount such as, Construction Zone, School Zone, Safety Zone violations, over weight, over limit etc. Penalty assessments Case level priors Count level priors Night Court Security Fees Surcharge Proof of Correction fees Proof of Correction recalculations Traffic School eligibility Traffic school fees Traffic School recalculations The basis of this process is outlined in Exhibit B - "Bail Calculation and Recalculation Process". This exhibit is provided as a guide, the vendor may provide this through alternate processes, that meet the final results outlined in the exhibit.	Yes	
7.1.12	Ability to impose an Emergency Medical Air Transportation Act penalty of four dollars ($4) upon every conviction for a violation of the Vehicle Code or a local ordinance adopted pursuant to the Vehicle Code except parking offenses	Yes	
7.1.13	Ability to create an over/under tolerance limit.	Yes	
7.1.14	For felony, misdemeanor, and infraction cases, the system determines if the over/under amount is within the configured tolerance limit. If the over/under amount is NOT within the tolerance, the system proceeds as if the fee was being paid in full. Any underage remains due on the case, and the system generates a notice of payment due. Any overage $10.00 or greater is refunded to the payor, based on the condition of the refund process. Work queue, have clerk review, check to accept, then work flow back to accounting. Overage less than $10.00 is distributed to proper journal type.	Yes	
7.1.15	Allow the court to configure if fees can be partially paid.	No	

7.1.16	Allow partial payments.	Yes	
7.1.17	Allow courts to configure payment methods to allow for partial payments or not.	Yes	
7.1.18	If a partial payment is being attempted, the system should verify that the selected payment method is configured to allow for partial payments and that the fee(s) being paid allow for partial payments.	Yes	
7.1.19	When recording a payment towards a Trust the system should require the payor name and address.	Yes	
7.1.20	The system will not allow overpayment when processing an E-Filing transaction.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.1.21	The system will support JCC form TR-300 and TR-310 and required minimum payment requirements when user is setting up this type of payment plan.	Yes	
7.1.22	Allow the court to configure the minimum payment amount required when paying for a Traffic School plan or forfeiture plan.	Yes	
7.1.23	When paying a Traffic School plan or forfeiture plan the system should verify that the amount received is greater than or equal to a configured minimum payment amount.	No	
7.1.24	The system should support entry of fines from the bottom up or top down methods. I.e. The user enters the base fine per violation and system adds additional fees and assessments to get to the total due or the user enters the total fine due and the system calculates the base fine per violation including fees and assessments	Yes	
7.1.25	The system will evaluate each case approved for traffic school with a due date less than or equal to the process date minus a configurable grace period and not processed by the traffic school completion process, perform the following actions: If the balance on the case is less than the payment tolerance amount and traffic school has been completed then: Set the disposition on the traffic school approved count to 'Traffic School - Confidential Conviction' If the balance on the case is less than the payment tolerance amount and traffic school has NOT been completed then: Set the disposition to 'Bail Forfeiture'	No	
7.1.26	Ability to accept electronic notification of payments from outside sources. IVR, Web, External collectors (include FTB COD)	Yes	

7.1.27	Ability to support processing of online and offline credit card transactions.	Yes	
7.1.28	Ability to support distribution of payments received based on court defined distribution priorities.	Yes	
7.1.29	Ability to generate a payment receipt after processing a payment transaction in the system.	Yes	
7.1.30	Generate and produce receipts with proper identifiers (e.g., fee, fine, restitution code; court location and address) and supporting information (e.g., amount assessed, reason for assessment, amount collected, remaining balance, installment or partial payment plan and status) based on collections with user option to receive single or multiple copies	Yes	
7.1.31	Generate and distribute electronic receipts for electronic payments	Yes	
7.1.32	Generate and print (including reprint) multiple receipts from one financial transaction covering payment for multiple cases or purposes (e.g., defense attorney files and pays fees for several cases in one trip to courthouse)	Yes	
7.1.33	Generate and print (including reprint) either a single receipt or multiple receipts from one financial transaction covering multiple payments for single case (e.g., defense attorney files and pays fees for pleading, forms, and copies for given case in one trip to courthouse)	Yes	
7.1.34	Permit receipts to be re-printed (e.g., if printer malfunctions during printout) with same receipt numbers; if receipt has been voided, then reprint of receipt should indicate void	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.1.35	Configure receipt as defined by user; capability to add text for promotional messages, surveys, etc.	Yes	
7.1.36	Support distribution of external collector commissions based on court defined rules. Must recognize over payments, NSFs	No	This feature is optionally available as a custom feature for an additional cost.
7.1.37	Support the creation and maintenance of an NSF report.	Yes	
7.1.38	Provide alert when NSF exists on a case. Verify if the check payer appears on the NSF/Bad Check Writers list.	No	
7.1.39	Ability to decide when accepting payments by check if the payor is on the NSF list, and if so, requires the user to either obtain approval to accept the check, request a different financial instrument from the payor, or reject the transaction.	No	
7.1.40	Ability to record when an override is granted for an NSF transaction and record that an override was granted and include the user that granted the override.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.1.41	Ability to support the voiding of payment transactions both on the same day receipted and on subsequent days. Limit voids on different day to accounting/secure rights.	Yes	
7.1.42	Ability to treat same day voids as monetary transactions. For example: A $100 cash payment is recorded in the morning and voided in the afternoon of the same day. The net change is $0 and the cashier's drawer balance in unaffected.	Yes	
7.1.43	Ability to treat next day voids as non-monetary transactions. For example: A $100 cash payment recorded yesterday is voided today. The net change is -$100 cash, but the change does not affect the cashier's drawer balance.	Yes	
7.1.44	Do not allow a payment that has already been voided or NSF'ed cannot be voided or NSF'ed again.	Yes	
7.1.45	Ability when the original payment consisted of multiple payment methods (e.g. cash, check, and credit card), to select any one of the payment methods; the void or reversal will not affect the other components.	No	
7.1.46	Ability to place funds in trust when reversing a payment.	No	
7.1.47	Ability to reverse the payment and remove the funds from the system for a check that has been returned for insufficient funds. Also add the payor to the NSF list and create an NSF fee (if configured by the court).	Yes	
7.1.48	Do not allow the voiding or transferring a payment if the funds are not still present in the trust.	No	
7.1.49	Ability to require that when voiding or NSFing a payment the reason, authorizing id and password are required thru work flow. Users should be allowed to void their own payment transactions on same day only.	Yes	
7.1.50	When NSFing a transaction the system verifies that the payment was originally made via check or credit card.	No	
7.1.51	After voiding or NSFing a transaction the fee status for corresponding fee is updated accordingly and work flow to civil clerk	No	
7.1.52	Ability to update payment plan information if the voided or NSF payment was an installment. (backdating)	Yes	
7.1.53	Ability after voiding or NSFing a transaction to reverse all fund distributions associated with the payment.	Yes	
7.1.54	Ability after voiding or NSF'ing a transaction to reverse all attributes as defined by the Court that were set by the system when the payment transaction was recorded.	Yes	
7.1.55	Ability to transfer a previously recorded payment/trust deposit from one set of fees to another, or from one set of fees into trust.	Yes	

7.1.56	Ability to open and re-open cashier sessions to track the processing of monetary transactions in the system. The system will not allow the user to concurrently open multiple cashier sessions. It will verify multiple users do not open the same cashier session, and will record the starting balance. Can't post payment on previous day till	Yes	
7.1.57	Ability to support a blind balancing process for the cashier session and generate the appropriate daily balance reports. Automatic closing of till after balancing.	Yes	
7.1.58	Ability for the user to enter total drawer amounts by denominations received during the cashier session after counting monies from the drawer. This user entered amounts will be compared to the system totals to determine if the cashier has balanced.	Yes	
7.1.59	Ability to allow an accounting (or person authorized by security rules) to re-open the cashier session that was not successfully balanced so that the appropriate adjustments can be made or record an overage or shortage amount and reconcile the session.	Yes	
7.1.60	Ability to "lock out" a cashier after they have attempted to balance their cashier session after a configurable number of attempts.	No	
7.1.61	Ability to view all receipts associated with a specific user session if they have the appropriate security level.	Yes	
7.1.62	Ability of the system to modify a case’s fine or assessments, including modifying the fine amount, accepting proof of correction, accepting proof of correction and charging a reduced fee, approving a case for traffic school, creating a traffic school payment plan, creating a bail forfeiture payment plan and granting a due date or traffic school completion extension.	Yes	
7.1.63	Ability to automatically adjust a payment plan if the fine/assessment amount was reduced or increased and a payment plan is present.	Yes	
7.1.64	Ability to redistribute funds if an individual component of the case balance has been adjusted or cancelled. If the system cannot redistribute (because all other components have already been paid), create a refund request. Automated thru work flow	Yes	Manual intervention is required. This is not available as an automated workflow.
7.1.65	Ability to process agency payments in batch. A check from the agency will be deposited into the system and then transferred to the applicable cases.	Yes	
7.1.66	Ability to print check endorsement when a payment is made by check. Including court location, bank account number, case number and receipt number.	Yes	
7.1.67	Ability to generate a void payment acknowledgment form when a payment transaction is voided in the system.	Yes	
7.1.68	Ability to generate an NSF payment notice when a payment transaction is NSF'ed in the system.	Yes	
7.1.69	Ability to generate forms TR-300 and TR-310 when an agreement to pay in installments in created in the system.	Yes	
7.1.70	Ability to generate a report of all payment transactions that have been adjusted based on a given date or date range.	Yes	

7.1.71	Ability to generate a summary report of daily cashier transactions.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.1.72	Ability to generate a detailed report of daily cashier transactions.	Yes	
7.1.73	Ability to generate a report of all case payment activities for a given case by fund.	Yes	
7.1.74	Ability to generate a detailed report of all court payment activities for a given date.	Yes	
7.1.75	Ability to generate a report that displays the drawer balance (broken down by master payment method) that a cashier claimed to have at the end of the cashier session.	Yes	
7.1.76	System has the ability to calculate change based on amount due and amount received from payor.	Yes	
7.1.77	Ability to assign partial and/or full non-monetary credits to fines and fees, e.g. community service or jail in lieu of fine. This allows some or all of the fine or fee to have either or both monetary and non-monetary credits. i.e. equitable distribution of remaining fine	Yes	
7.1.78	Apply payments by electronic funds transfer from draw-down or escrow accounts pre-established by attorneys and law firms (e.g., credit card accounts, bank accounts, general-purpose funds deposited with clerk), and debit draw-down accounts to cover court expenses (e.g., for specific case, general expenses)	Yes	
7.1.79	The CMS should allow for the receipt and processing of a payment at any district or branch court, regardless of where the case is assigned	Yes	
7.1.80	Ability to defer fees for designated government agencies, track deferrals on a case and apply payments collected on deferred fees (from estates, judgments, etc.)	No	
7.2	**Business Office Accounting**		
7.2.1	Ability to override of the default fee distribution for an individual payment. This will not change the default configured values in the schedule.	Yes	
7.2.2	Ability to automatically or through user actions initiate a refund (disbursement) to one or more participants with reference to the original payment transaction or to escheat monies that have been unclaimed for a certain period of time.	Yes	
7.2.3	Ability to display information for the selected trust, along with fields for entering disbursement details. The disbursement recipient (i.e., payor name) and address are pre-populated with the name and address of the initial trust depositor.	Yes	
7.2.4	Ability to send a disbursement record for review after it is created based on the disbursement information provided by the user or a system.	Yes	

7.2.5	Provide ability to automatically generate disbursement requests for overage refunds and victim restitution.	Yes	
7.2.6	Ability to configure the available disbursement dates for payments based on the payment method.	Yes	
7.2.7	Ability to override to configured disbursement wait period with appropriate security.	Yes	
7.2.8	Ability to create, modify or deactivate a payment plan for a participant.	Yes	
7.2.9	Ability to search for existing payment plans.	No	
7.2.10	Provide ability to automatically generate payment plan notices.	No	
7.2.11	Ability to support the escheatment process by searching for active trusts on cases and based on the configured number of days identify those cases eligible for Escheatment and create a tickler for investigation. And has ability to generate letter to all parties, need user defined parameter. Ability to unflag trust deposit each year.	No	
7.2.12	Ability to configure the numbers of days used by the escheatment process for case related and noncase related trusts. Also allow configuration based on case category.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.2.13	Ability to review, update, approve, reject, and cancel an existing disbursement.	Yes	
7.2.14	Ability to support the posting and tracking of bail deposits for a case participant. Cash bail, surety bond, Property Bond, and Other Security.	Yes	
7.2.15	Allow updates to bail posting through the system and maintain appropriate bail statuses.	Yes	
7.2.16	Support tracking and generation of require bail related notices through the system.	Yes	
7.2.17	Work Flow to generate summary Judgment on forfeited bail bond.	Yes	
7.2.18	Ability to receive scanned copy of Bail Bond from Jail and upload into CMS	Yes	
7.2.19	In California, the status of bond forfeited does not equal closed - system has bond status of active/pending, forfeited, reinstated, exonerated, closed with ability to forfeit and reinstate multiple times	Yes	
7.2.20	Assess and collect bond fees, motion fees related to bonds	Yes	

7.2.21	Assess and collect interest	Yes	
7.2.22	Create a table of Surety companies, bond agencies and to track the status of each (ex, company suspended from posting -- summary judgment not paid, etc.); provide user capability to make updates to Surety companies' addresses	Yes	
7.2.23	Track the age of the bond. (bond expires, requires new bond after 1 yr.)	Yes	
7.2.24	Ability to automatically generate payment notices for payments that are due in a configurable number of days in the future.	Yes	
7.2.25	Ability to generate notice of unclaimed funds. Email & Text	No	
7.2.26	Ability to generate a notice that notifies case participant that payment for an investigative report is overdue Email & Text	No	
7.2.27	Ability to generate a notice that notifies case participant that payment for an investigative report is due. Email & Text	No	
7.2.28	ability to generate notice for unidentified payment, email and paper	No	
7.2.29	Ability to generate notice of forfeiture of bail bond	Yes	
7.2.30	Ability to configure the costs for setting aside a cash bail or bond forfeiture.	Yes	
7.2.31	Ability to generate notice of setting aside of bond forfeiture and assessment of costs	Yes	
7.2.32	Ability to generate notice of setting aside of bond forfeiture and reinstatement of bond	Yes	
7.2.33	Ability to generate notice of exoneration of surety bond	Yes	
7.2.34	Ability to generate notice of bond transfer	Yes	
7.2.35	Ability to generate demand for payment of summary judgment of forfeited surety bond	Yes	
7.2.36	Ability to generate demand for payment of forfeited surety bond	Yes	
7.2.37	Ability to generate notice of cash bail forfeiture	Yes	
7.2.38	Ability to generate order on court fee waiver	Yes	
7.2.39	Ability to generate notice - waiver of court fees	Yes	

7.2.40	Identify cases with fee waivers 1) granted in full 2) partially granted, or 3) denied	Yes	
7.2.41	Allow users with appropriate security level to establish payment plans for partially granted fee waivers or for party to reimburse fees that were waived pursuant to a judicial officer's ruling	Yes	
7.2.42	Capture beginning and end dates for fee waiver; automatically update end date 60 days after judgment obtained or upon specific minute coding of post-judgment hearing; alert should Flash when denied fee waiver has not been paid, or partial payment not received	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.2.43	Generate summary Fee Waiver reports for time period as defined by user and include information locally defined, such as case number, filings for which fees were waived, waived amounts, and parties	No	
7.2.44	Generate reports when payments on partial fee waivers not received by due date; provide ability to automatically generate notice	No	
7.2.45	Ability to generate notice on hearing about court fees	Yes	
7.2.46	Ability to generate order on court fee waiver after hearing	Yes	
7.2.47	Ability to generate a report that displays the distribution for a transaction into various funds configured by the court for the specified payment date range.	Yes	
7.2.48	Ability to generate a report that displays trust activity for the specified date range by trust type.	Yes	
7.2.49	Ability to generate a report that lists all remittances that have not been distributed.	Yes	
7.2.50	Ability to generate a report that displays all cases on which Summary Judgment has been entered, and the Summary Judgment amount is still due.	Yes	
7.2.51	Ability to generate a report that provides a list of all payments and credits to a defendant's restitution amount owed as well as the remaining balance of a defendant's restitution amount owed.	Yes	
7.2.52	Ability to generate a report that lists all pending, disbursed and received payments from the case participant on a single case. It also lists a summary of the checks issued to the victims and payments received from the case participant towards the victim restitution.	Yes	
7.2.53	Ability to generate a report that displays all the Fee Waivers Granted that are eligible for fee waiver within the date range selected by the user. This report is grouped by Case Type and aggregates are available at the Case Type and Case Category level.	No	

7.2.54	Ability to generate a report that provides statistical summary of number of fee waivers submitted and granted, and amount granted. It also contains total amount waived and recovered fees. The report is grouped by Case Category and Case Type, and filtered by Case Category and Case Type.	No	
7.2.55	Ability to generate a report that list the current amount or month to date amount to be distributed to each fund and sub fund (Health and safety, Insurance, Collection, Credit Card) for the report year and month specified by the user.	Yes	
7.2.56	Ability to generate a report that displays the accounts receivable report by AR type. Ability to separate or subgroup by total AR, past due AR, etc.	Yes	
7.2.57	Ability to generate a report that displays the accounts receivable (remaining balance due) by case number. This report displays other case level information like Original Amount, Case Participant, AR Type, Due Date, Collection Agency, Referred Date, Age in days and Case Category, next payment date, last payment date.	Yes	
7.2.58	Ability to generate a report that displays the accounts receivable summary report.	Yes	
7.2.59	Ability to generate a report that displays the active fee schedule based on the filter criteria selected by the user.	Yes	
7.2.60	Ability to generate a report that lists the current distribution amount to each fund for the report date specified and month to date amount distributed to each fund for the report date specified. Month to date amount will display totals for the funds from the beginning of the month until the date for which is report is run.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.2.61	Ability to generate a report that displays all trusts with balance greater zero.	Yes	
7.2.62	Ability to generate a report that displays all payment transactions with payment method of Credit Card, within the specified date range.	Yes	
7.2.63	Ability to generate a report that lists sanctions against a specific attorney.	No	
7.2.64	Ability to generate a report that displays a listing of trust activity for the specified date.	Yes	
7.2.65	Ability to generate a report that lists all bail bonds with a bond paid status where the bond paid date is within the date range defined by the user.	Yes	
7.2.66	Ability to generate a report that displays all bail bonds status's according to surety company. This report displays bond status by bondsmen, Surety Company in the Date Range requested and includes the case number, participant name, bond number, bond amount and bond status.	Yes	

7.2.67	Ability to generate a report that displays the bail bonds that currently have a forfeiture bail status for the specified parameter.	Yes	
7.2.68	Ability to generate a report that displays all bail bonds and their status, during the date range specified by the user.	Yes	
7.2.69	Ability to generate a report that displays monetary payments that were distributed for the given date range by fund or case.	Yes	
7.2.70	Ability to generate a report that lists the distribution totals for the date range entered by the user.	Yes	
7.2.71	Ability to generate a report that lists all collections accounts that have been paid in full including collection agency name during the date range specified by the user.	Yes	
7.2.72	Ability to generate a report that displays a cash bail activity for a date range specified by the user.	Yes	
7.2.73	Ability to generate a report that displays a summary of all financial activity affecting distribution totals for the report date and location specified by the user.	Yes	
7.2.74	Ability to generate a report that lists all bail bonds in an active status as of the report date.	Yes	
7.2.75	Ability to generate a workflow that displays payment transactions which have an overage fee or an overage trust.	Yes	
7.2.76	Ability to generate a report that lists bail bond activities for all bonds requested for the date range specified.	Yes	
7.2.77	Ability to generate a report that displays a summary listing of all cash bail transactions by date within the range entered by the user.	Yes	
7.2.78	Ability to generate a report that lists all non-case payments received for the date range requested by the user.	Yes	
7.2.79	Ability to generate a report that displays cases for which there was activity on the case in the courtroom that has active bail that was not addressed in the courtroom on the hearing date.	Yes	
7.2.80	Ability to generate a report that displays disbursements activity over a specified date range.	Yes	
7.2.81	Allow adding, updating and deactivating of party/depositor ~~name entries~~ from the list when checks are returned dishonored from the bank due to non-sufficient funds, closed accounts, invalid signature, etc.	No	

Number	**Business and Functional Requirements**	**Yes/No, In Progress**	**Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)**
7.2.82	NSF entries will contain the payor's information and information regarding specific NSF checks. First time NSF checks can be added to the database, payors with multiple checks can have their status updated, and removal requests can be processed.	No	

7.2.83	Ability to support the creation and modification of a victim restitution order. Including the ability to make orders Joint and Severally liable across co-defendant or co-minors.	Yes	
7.2.84	Ability to create and generate disbursement requests for victim restitution.	Yes	
7.2.85	Ability to assign deposit numbers to groups of payment receipts and transmit the deposit numbers to County Auditor and/or AOC Phoenix system.	Yes	
7.2.86	Ability to request, review, adjust, remove, and certify month end totals, as well as search for existing totals certified in a prior month. Adjustments include credit card fees, collections fee, insurance conviction, health and safety conviction and other adjustments as required by the court.	Yes	
7.2.87	Support processing of Request for Fee Waivers. FW001 and FW002 and maintain fee status as appropriate.	No	
7.2.88	Ability to support different fee waiver approval processes based on users role. Judicial Officer and clerk, supervisor	No	
7.2.89	Ability to make a ruling on a fee waiver application and save the order information. Based on order set the status of the fees that were waived appropriately. Additionally, the fee waiver order information will be used when creating new fees for the fee waiver applicant.	No	
7.2.90	Ability to determine if no fee waiver order is made and served on the initial fee waiver application (FW-001 or FW-002) in 5 court days, then place the fee waiver application in a work queue designed to grant fee waiver by operation of law.	No	
7.2.91	Ability for the court to configure which fees are eligible to be waived. Separate configuration for the Initial and Additional Fee Waiver order fees.	No	
7.2.92	Support filing and orders related to all JCC fee waiver forms.	Yes	
7.2.93	Ability to automatically identify all cash bails that have been Forfeited with Further Proceedings for more than 185 days and distribute the bails to revenue.	Yes	
7.2.94	Ability to automatically identify cases with bail or bond posted that are a set number of days past the appearance date, have no future events scheduled and a complaint has not been filed.	Yes	
7.2.95	Ability to aggregate distribution record totals by fund. Group the fund totals by date and court location.	Yes	
7.2.96	Provide ability to automatically expire fee waiver orders 60 days after the case has a designated disposition.	No	
7.2.97	Allow justice partners to electronically notify the court when they have received Cash Bail.	No	
7.2.98	Negative numbers clearly identified.	Yes	

7.2.99	Allow for the establishment of multiple trust fund accounts.	Yes	
7.2.100	Provide ability to print checks in house and the JCC Phoenix System.	Yes	
7.3	**Collections Management and Enforcement**		
7.3.1	Ability to automatically assign a collector once a balance due on a case is not paid forthwith. The process includes determining the cases to be assigned to collections and assigning an appropriate collector to each collections case based on court configured rules. Assignments can be made to either an Internal or External collector.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
7.3.2	Ability to maintain the collection account status for a case throughout the collection process based on actions taken on the case.	Yes	
7.3.3	Provide the ability to electronically send and recall collections cases to an external collector.	Yes	
7.3.4	Provide the ability to electronically send and update collections cases to the California Franchise Tax Board. Both COD and IIC programs.	Yes	
7.3.5	Provide ability to send case balance updates to external collectors. Allow external collectors to send payments collected or to return collections cases back to the court.	No	
7.3.6	Provide an automated process of qualifying case participants for Failure to Appear (FTA) or Failure to Pay (FTP), and taking the appropriate court configurable actions on those case participants through their enforcement lifecycle. Actions should include - adding fees, adding counts and issuing warrants.	Yes	
7.3.7	Allow the court to individually or in batch reassign collection cases from one collector to another.	Yes	
7.3.8	Ability to generate a report of cases referred to collections for both internal and external collections.	Yes	
7.3.9	Ability to generate a report of payments received on collections cases for both internal and external collections.	Yes	
7.3.10	Ability to generate a report of payments received from external collectors.	Yes	
7.3.11	Ability to generate a report of cancellations from an external collector.	Yes	
7.3.12	Ability to transmit payment plan details to a Collection agency. When a person goes delinquent on a payment plan installment, all fees in that payment plan are sent to collections. There needs to be	No	

	a way for the collection agency to know that those fees are related and that it's the sum total that the court is looking for them to recover.		
7.3.13	Ability to prevent the acceptance of payments on cases while they are in a status of referred to external collector.	Yes	
8	**Records Management**		
8.1	**Case File Management**		
8.1.1	Ability to create and track individual case file folders, judge's working files, or specific documents that are required to be kept in paper format by code (i.e., bond documents, wills, contracts, etc.). For the purposes of section 8.1, “Case File" includes the documents that are excluded from electronic storage/digital record rules.	Yes	
8.1.2	The system displays the location history for the case file(s) and/or volume(s), including location and custodian information.	Yes	
8.1.3	Ability to alert users that cases have restricted access or contain restricted information	Yes	
8.1.4	Ability to mark a case file or volume as missing and alert users of this fact	Yes	
8.1.5	Ability to maintain a 'Chain of Custody' of file folders during the location change of physical case file(s) and defining who has ownership of a physical case file at a particular place, time and location	Yes	
8.1.6	Ability to locate case files to separate locations (e.g. district, building, department, etc.) within the court's jurisdiction. Case files may also be located out of a court's jurisdiction (i.e. change of venue).	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
8.1.7	The system displays the location history for the case file(s) and/or volume(s), including location and custodian information.	Yes	
8.1.8	Generate a Receipt for Record for cases transferred to other jurisdictions	Yes	
8.1.9	Ability to update the location of multiple cases and/or volumes at one time	Yes	
8.1.10	Create Case File Pull List recording a request in the system for a list of case files and volumes that are required for use at a specific time and location.	Yes	

8.1.11	Populate the pull list when an event is scheduled, including the case files that are required for the upcoming calendared event, as well as case files which have been manually added to the pull list.	Yes	
8.1.12	When vacating a calendar event, the system will remove the case files in the pull list related to the calendared event. If an event is rescheduled, the request date for the associated Case File Volumes will be updated to the date of the rescheduled calendar event.	Yes	
8.1.13	Ability to produce a report of case files (volumes) that are eligible for destruction. Eligibility to be based on factors such as Case Type, Case Category, date of birth, specific violations, case status and elapsed time etc.	Yes	
8.1.14	Ability to update system with information concerning file destruction	Yes	
8.1.15	Allow the user the ability to override case retention decisions to allow for marking certain cases with alternative retention periods, including the ability to retain permanently.	Yes	
8.1.16	Case retention periods and rules are easily maintained by a configurable table within the system.	Yes	
8.1.17	Ability to configure Physical Destruction Retention rules for the system allowing the court to preserve a set of cases for historical purposes, in accordance with California Rule of Court 10.855 (e and f).	Yes	
8.1.18	Create list of cases that are destroyed	Yes	
8.1.19	Produce notice of intent to destroy case files	Yes	
8.1.20	Ability to create a new subpoenaed record within the context of a case, the system automatically associates the subpoenaed record to that case.	Yes	
8.1.21	When an event is continued, the event subpoenaed record association will be updated to the continued event.	Yes	
8.1.22	Ability to track the location of any subpoenaed records	Yes	
8.1.23	Ability to provide for the return or destruction of subpoenaed records that are never used.	No	
8.1.24	Ability to receive and track any Wills or Estate Planning documents that are lodged with the court prior to any case being filed.	Yes	
8.1.25	Ability to purge electronic records from the system. This may be at the case level or the specific data level, for example California law requires certain marijuana case records to be purged, if there is only one charge on a case then the entire record will be purged, if the marijuana charge is only one of many charges on the case the only the information related to the marijuana charge is purged and the remainder of the case information is retained.	Yes	

8.1.26	Ability to seal and unseal records, both at the case level and the data level.	Yes	
8.2	**Exhibit Management**		
8.2.1	Ability to create, mark, update and track exhibits	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
8.2.2	Ability to mark and remark the same exhibit that may be used in multiple cases or in multiple hearings, without overwriting the previous exhibit information. For example, the same exhibit may be used in preliminary hearing and given a number and may be used at the trial for the same case and given a different number. Exhibits may also be re-used and re-marked in other cases.	Yes	
8.2.3	Ability to mark exhibits and associate the party/parties that entered the exhibit, (e.g. Peoples, Defendants, Plaintiffs, Petitions, Joint etc.)	Yes	
8.2.4	Ability to mark exhibits using alphabetic, numeric and special characters and combinations of each.	Yes	
8.2.5			
8.2.6	Ability to maintain a 'Chain of Custody' for exhibits during the location change of exhibits and defining who has ownership of a physical exhibit at a particular place, time and location.	Yes	
8.2.7	Ability to flag exhibits that require special handling, e.g. hazardous material, weapons, cash etc.	Yes	
8.2.8	Produce exhibit list that contains all exhibits from specific events.	Yes	
8.2.9	Produce exhibit list that reflect the change of custody (e.g. from Courtroom Clerk to Exhibits Clerk, etc.).	Yes	
8.2.10	Ability to locate exhibits to separate locations (e.g. district, building, department, exhibit rooms, exhibit lockers, safes etc.) within the court's jurisdiction. Exhibits files may also be located out of a court's jurisdiction (i.e. released temporarily).	Yes	
8.2.11	The system displays the location history for the exhibits, including location and custodian information.	Yes	
8.2.12	The system displays the marking and usage history for the exhibits, including the events, dates and numbering.	Yes	
8.2.13	Ability to maintain and display the status of an exhibit (e.g. marked for identification, received in evidence, released, destroyed, etc.).	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
8.2.14	Ability to release exhibits to various parties and to show who, why, when and for what period of time.	Yes	
8.2.15	Produce a receipt for exhibits when exhibits are released.	Yes	
8.2.16	Ability to update the location of multiple exhibits at one time.	Yes	
8.2.17	Create an Exhibit Pull List recording a request in the system for a list of exhibits that are required for use at a specific time and location.	No	
8.2.18	Ability for any court staff to request exhibit(s) be forwarded to a courtroom or other location that may be required for a specific event.	No	
8.2.19	Ability to produce a report of exhibits eligible for destruction or other disposal. Eligibility to be based on factors such as Case Type, Case Category, specific violations, case status and elapsed time.	Yes	
8.2.20	Ability to update system with information concerning exhibit destruction/disposal.	Yes	
8.2.21	Allow the user the ability to override case retention decisions to allow for marking exhibits with alternative retention periods, including the ability to retain permanently.	No	
8.2.22	Exhibit retention periods and rules are easily maintained by a configurable table within the system.	No	
8.2.23	Create list of exhibits that are destroyed/disposed.	Yes	
8.2.24	Produce notice of intent to destroy/dispose of exhibits.	Yes	
8.2.25	Ability to import electronic exhibit list	No	
8.2.26	Ability to pre-mark exhibits prior to the actual court date, without entering them into minutes, for re-use during the actual courtroom event. Provide for removing those "pre-marked" exhibits that are not used	No	
9	**Document Management**		
9.1	**Document Management Integration with Existing System**		
9.1.1	Provide links to an external document management system (Please refer to Technical requirements section for standard DMS solutions).	No	Functionality can be achieved through integration that requires additional cost beyond the scope of this project.

9.1.2	Ability to receive scanned documents or documents received through some other electronic means (e.g., e-filings) at any time in the case process and associate the document to a filing or event.	Yes	
9.1.3	Ability to associate one or more documents during one process, such as case initiation or subsequent filings.	Yes	
9.1.4	Provide an automated workflow process to route documents from one court user to another.	Yes	
9.1.5	Ability to store all case documents (scanned, e-filed or documents created from within the CMS) in the same place.	Yes	
9.1.6	Ability to view any case document from multiple screens within the CMS.	Yes	
9.1.7	Ability to display multiple documents within the same window.	Yes	
9.1.8	Ability for multiple persons to view the same document at the same time.	Yes	
9.1.9	Ability to display documents dependent on the security level specified for the document, the document images, in the CMS will only be displayed if the user has security privileges to access the DMS document based on the user's security profile.	Yes	
9.1.10	Ability to add annotations to DMS document, such as Filed or Signature stamps, dates etc.) and to create an immutable court record.	Yes	
9.1.11	Ability to retain the original DMS document in addition to multiple annotated working copies of the document.	Yes	
9.1.12	Ability to Create Case Documents, such as Mediator Reports, etc. This ability is supported within the CMS and/or provides a mechanism to import the file in compliance with Judicial Council requirements (refer also to Technical requirements)	Yes	
9.1.13	Ability to create and update case notes.	Yes	
9.1.14	Ability to view and print all case documents from a single screen. Users should be able to select multiple documents to open or print at the same time. Display enough information to easily identify the document by name, date, submitting party, document security etc.	Yes	
9.1.15	Certify documents electronically in accordance with state and local statutes, rules or procedures	Yes	
9.1.16	Create indicators (e.g., color coded labels) to indicate restricted-access manual files (e.g., juvenile interview notes, psychological profiles)	Yes	
9.2	**Form/Notice Generation**		

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
9.2.1	Ability to create standard forms or notices from within the CMS.	Yes	
9.2.2	Ability of the CMS to produce various forms/notices during or at the conclusion of a process.	Yes	
9.2.3	Ability of the CMS to produce various forms/notices outside of any normal process.	Yes	
9.2.4	Ability to configure forms/notice to indicate if additional forms/notice or documents are required to be included with the form/notice (e.g., does a Certificate of Service need to be attached, etc.).	No	
9.2.5	Ability to regenerate forms/notices.	Yes	
9.2.6	Ability to generate forms/notices in various ways, including local printer, network printer, in batch etc.	Yes	
9.2.7	Ability to indicate how or if certain information on forms/notices appear on the form (e.g. on forms that display participant addresses, one or more of the parties may have a "confidential" address that should not be displayed on the form while other addresses may display).	No	
9.2.8	Ability to produce Courtesy Notices for adult and juvenile traffic related cases. The notice must display information on all the various case specific options available. This includes (but not limited to) items such as case and party details, bail amount(s), traffic school options and amounts, proof of correction options and amounts, due dates, payment options, etc.).	Yes	
9.2.9	The Courtesy Notice amounts for all the various options are calculated by the CMS at the conclusion of specific case processes (e.g., Case Initiation or dunning process, etc.).	Yes	
9.2.10	Ability to create multiple types Courtesy Notices that can be produced dependent on a specific outcome or process (e.g. 1st Notice, 2nd Notice, Warrant Notice, Collections Notice, etc.)	Yes	
9.2.11	Ability to produce the Courtesy Notice data in a batch format to be forwarded to a vendor for printing.	Yes	
9.2.12	Ability of clerk to request that any specific Courtesy Notice be generated out of the normal process.	Yes	
9.2.13	For notices with a Clerk's Certificate of Mailing pursuant to CCP 1013(A) default date to the current date; if generating notice after mailing cut off times (as locally defined) prompt user to change day to the next work day	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
9.2.14	Ability to select notice recipients and address(es) from parties on the case (one defendant or attorney out of 25 on the case, etc.); ability to mail notices to parties not on the case (District court of Appeals, California Department of Corrections, etc.); Law Firm and/or Attorney as needed.	Yes	
9.2.15	Maintain file of input templates available to users to create input documents (e.g., Request for Domestic Violence or Elder Abuse); relate each template to court events (e.g., correlate templates with events so that details of specific hearings can be inserted into "boilerplate" text (e.g., generation of a Domestic Violence or Elder Abuse Order After Hearing after minutes are finalized) (see Document Generation and Processing Function)	Yes	
10	**Reporting**		
10.1	**Standard Reporting**		
10.1.1	Ability to create standard statistical reports for re-use as needed.	Yes	
10.1.2	Ability to run standard reports for various time periods (e.g., daily, weekly, monthly, quarterly, yearly, specific begin and end dates etc.).	Yes	
10.1.3	Ability to schedule standard reports to automatically generate (e.g. daily Fiscal Reports etc.) and route to designated network printers.	Yes	
10.1.4	Ability to save reports in alternate formats (e.g. Word, Excel, PDF, etc.).	Yes	
10.1.5	Ability to retrieve copies of previously generated reports.	Yes	
10.1.6	Ability to run reports at a Court by location/building basis.	Yes	
10.1.7	Track, display, and produce reports on relationship of specific cases and parties to public and private agencies charged with child protection, state and local government agencies, state and local government attorneys, law enforcement, public and private mental health agencies	Yes	
10.1.8	Track, display, and produce reports on relationship of specific cases and parties to one or more family law service providers, child support agencies, child welfare agencies, other governmental agencies	Yes	
10.2	**Judicial Branch Statistical Information System (JBSIS)**		

10.2.1	Ability to produce all of the Judicial Branch Statistical Information System (JBSIS) reports, in conformity to the current JBSIS version as contained in Exhibit C and any updates or amendments.	Yes	
10.2.2	Ability to electronically transmit JBSIS reports to the Judicial Council, in conformity to the current JBSIS version, including updates. See Exhibit C.	Yes	
10.2.3	Ability to automatically process and send JBSIS reports to a user configurable email address. The solution should include steps to create and validate the XML file per the latest JBSIS Specifications, allow for the submission of modified reports, and validate that the transmission was successful.	Yes	
10.2.4	JBSIS “tags “must be predetermined and automated without manual intervention.	Yes	
10.2.5	System contains all necessary fields to accurately report to JBSIS, DOJ and DMV.	Yes	
10.2.6	Ability to retain case data to accommodate amended reporting. Original data during original reporting period kept regardless of number of charge, document, or case amendments, etc.	Yes	
10.3	**Ad-Hoc Reporting**		
10.3.1	Ability to create and run *Ad-Hoc* reports.	Yes	
10.3.2	Ability to save *Ad Hoc* reports for re-use at a later time.	Yes	
10.3.3	Ability to save *Ad Hoc* reports in alternate formats (e.g. Word, Excel, PDF, etc.).	Yes	
10.3.4	Ability to create and run custom reports	Yes	
10.3.5	Statistical Requirements	Yes	
10.3.6	Easily access the CMS data and produce metrics, without IT assistance, on case types, events, conditions, alerts, wait times, FTAs, bail types, etc., for different time periods, dynamic groupings and sorts and export to Excel, PDF, or others, in response to state or federal agency inquiry, public inquiry, special programs, internal workload analysis, and business process reengineering, etc.	Yes	
11	**Security Management**		
11.1	**Security/User Administration**		
11.1.1	Provide a comprehensive security framework.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
11.1.2	Ability to assign security to data at the case level or the data element level.	Yes	
11.1.3	Ability to assign security to documents at the case or the individual document level.	Yes	
11.1.4	Ability for the user to assign/update the security access to cases and/or documents	Yes	
11.1.5	Ability to assign case security based on Case Category, Case Type, party roles etc.	Yes	
11.1.6	Ability for the court to easily enter/update users within the CMS	Yes	
11.1.7	Ability to assign users security based on their role or roles, (e.g. filing clerks, cashiers, supervisors, courtroom clerks may be specific roles that are assigned). Users may have multiple roles within the CMS.	Yes	
11.1.8	Ability to assign security based on a set of standard templates, that allow for ease of use and re-use.	Yes	
11.1.9	Ability for user to update their own password at any time.	Yes	
11.1.10	Ability to require users to update their passwords at specific time intervals.	Yes	
11.1.11	Ability to provide public access roles that assures members of the public may have access, while assuring that they only have access to specific information.	Yes	
11.1.12	Ability to add security to specific user disallowing access to specific case number(s) or case data and notify system admin of attempts to breach security via alert/report/work queue etc.	No	
11.1.13	If Criminal and Juvenile records co-exist in CMS and a person has both Juvenile and Criminal cases, separate case records and clearly label each case type to ensure Juvenile case records are kept confidential	Yes	
11.2	**Audit Trails**		
11.2.1	Provide audit trail of all additions, modifications, deletions to any data or documents made in the CMS, including the name of the person making the entry and the date and time it was made.	Yes	
11.2.2	Provide audit trail of all searches and case access for all cases and persons in the CMS, including the name of the person performing the search and the date and time it was made.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
11.2.3	Ability to view audit trail information	Yes	
11.2.4	Ability to produce reports based on audit trail information.	Yes	
11.2.5	Obtain audit trail of all charges (i.e., from arrest or case initiation date through life of case) for a given defendant and case	Yes	
12	**Systems Requirements**		
12.1	**General Requirements**		
12.1.1	Ability to support the use of special characters throughout the CMS.	Yes	
12.1.2	CMS provides short cut keys to assist in navigation.	Yes	
12.1.3	Ability to use "type ahead" features to assist with ease of data entry	No	
12.1.4	Ability to configure multiple court locations, buildings, divisions, departments and offices.	Yes	
12.1.5	Ability to configure multiple addresses and phone numbers for the various locations, buildings, divisions, departments and offices.	Yes	
12.1.6	Ability to configure varying business rules for the various locations, buildings, divisions, departments and offices.	Yes	
12.1.7	Ability to assign staff to one or more locations with ability to create, read, update or delete information any case in any location using a single sign on to the CMS, in conformance with the users security roles/access.	Yes	
12.1.8	Ability to visually alert user to various special circumstances that may exist on a case, by use of an Icon or similar function.	Yes	
12.1.9	Provide error, warning or validation messages to the users in a format easily understood by the user.	Yes	
12.1.10	When entering data that retrieves data from a reference table retrieve the values sorted alphabetically unless explicitly stated otherwise.	Yes	
12.1.11	Ability to assign a DMV court code and ORI code to court locations/buildings.	Yes	
12.1.12	Ability to retain history of all configuration or reference tables with effective begin and end dates.	Yes	

12.1.13	Ability to configure or update tables prior to the effective date of the entry.	Yes	
12.1.14	Entry of data into the CMS should never be duplicated, e.g. a case is continued in the courtroom and entered into the minutes, the user should not have to go to another screen to update the calendar event.	Yes	
12.1.15	Provide a fully functioning "On Line" help process	Yes	
12.1.16	Fully compliant to judicial branch framework where applicable to the application (audit requirement).	Yes	
12.2	**Search Functions**		
12.2.1	Ability to perform searches for persons/entities in the CMS	Yes	
12.2.2	Ability to perform searches for persons/entities in the CMS using partial names with "wild cards "and/or "sounds like" functionality.	Yes	
12.2.3	Ability to perform searches for persons/entities in the CMS using identifiers, such as driver's license number, bar number, social security number, address, phone number etc. in combination with names or by themselves.	Yes	
12.2.4	Ability to perform searches for cases in the CMS.	Yes	
12.2.5	Ability to perform searches for cases in the CMS using partial names with "wild cards "and/or "sounds like" functionality.	Yes	
12.2.6	Ability to perform searches for cases in the CMS using identifiers, such as driver's license number, bar number, social security number, receipt numbers, address, phone number etc. in combination with names or by themselves.	Yes	
12.2.7	Ability to search for cases in the CMS using cases numbers, including numbers in old "legacy systems" formats.	Yes	
12.2.8	Search results should provide the user with sufficient information for the user to select the appropriate search result item	Yes	
12.2.9	Ability to sort and/or filter search results.	No	
12.2.10	Search results should be retained by the CMS in the case the user needs to select an alternate result in those cases where there are multiple likely results. This allows the user to continue with their process without having to initiate a duplicate search.	Yes	
12.2.11	Ability to search in a rapid manner, no matter how many search results are returned. Search results are often in the hundreds or thousands, and a quick and logical method of displaying these results is required.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
12.3	**Application Configuration**		
12.3.1	Ability for the Court to create, read, update and delete all reference tables used in the CMS.	No	
12.3.2	Ability to enter effective begin date and end date for reference tables.	Yes	
12.3.3	Ability to have multiple versions of the same table value with various effective date ranges.	Yes	
12.3.4	Ability to create relationships between reference tables to ensure that data dependencies are established.	No	
12.3.5	Ability to "bulk load" data into reference tables, such as upload annual changes to bail schedule, or fee table etc.	No	
12.4	**Fiscal Configuration**		
12.4.1	Ability to configure fine and fee tables that will provide for the proper distribution of all court revenues in accordance with California State Controller "Manual of Accounting and Audit Guidelines for Trial Courts Appendix C – Revision 22". See Exhibit A.	Yes	
12.4.2	Provide a violation table that allows for creation, reading, updating and deletion of crimes, enhancements, allegations and priors.	Yes	
12.4.3	The violation table contains at a minimum the following data elements: Statute (Vehicle Code, Penal Code, City Ordinance etc.) Section Number Offense Level (Felony, Misdemeanor, Infraction) Degree Violation Description Effective date(s) - begin/end Charge Type (Count, Allegation, Enhancement, Prior etc.)	Yes	
12.4.4	The ability to maintain a history of all violations with their effective dates - and the ability to apply the appropriate version of the violation to the case, based on the dates of the case.	Yes	
12.4.5	Provide capability to distinguish between "Situational" codes that have different bail amounts. For example, VC 21462, for pedestrian the bail amount is $25; for driver the bail amount is $35. For FG 7121, if the fish is abalone the bail amount is $15,000; for all other types of sport fish, the bail amount is $2,000. For VC 34506.3, if the violation is driving logs, the bail amount is $150; for other safety/maintenance items, the bail amount is $25. (FG 7121, VC 21462, or VC 34506.3)	Yes	

12.4.6	Provide a configurable bail schedule, which is defined for each violation, captures details about the bail for the offense. A violation can have multiple bail schedules, each one containing a different bail amount, based on the number of priors and other conditions of the offense. (The bail schedule may be part of the violation table or a separate table, that is directly linked to and is populated directly from the violation table).	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
12.4.7	**The bail schedule contains at a minimum the following data elements:** Statute Section Number Offense Level Degree Violation Description Effective dates Bail Amount	Yes	
12.4.8	**Ability to mark violations with multiple qualifiers that control bail calculation processes or reporting processes, such as:** Assessing case level priors that increase the base bail amount Assessing Count level priors that access an additional fee Assessing Penalty Assessments Assessing Penalty Assessments for a specified amount that is different from the bail amount Assessing Night Court Fee Assessing Court Security Fee Assessing Criminal Conviction fees Assessing Emergency Medical Air Transportation fees Indicate whether the violation is eligible for Traffic School Indicate whether the violation is correctable If correctable indicate alternative bail amount Indicator if correction is mandatory or optional Mandatory Appearance Indicator Juvenile Only Indicator Convictions reportable to DMV (Adult or Juvenile) Holds reportable to DMV Owner Reportable to DMV Special DMV reportable based on age of violator Eligible for priors	No	Though Odyssey can provide the majority of these features, Tyler cannot unconditionally provide an affirmative response to all qualifiers.

12.4.9	Ability to flag certain violations that require special revenue distributions or other special processing, such as DUI charges, Red Light Violations, Construction Zone violations, Fish & Game violations, Health &Safety Code violations, Railroad crossing violations, Safety Zone violations, insurance violations and firearms violations.	Yes	
12.4.10	Ability to increase the base bail amount for certain violations if the violator has prior convictions for the same exact violation.	Yes	
12.4.11	Provide a configurable Penalty Assessment table that indicates the amount of penalty assessment to be applied to cases when computing bail and fine amounts. The Penalty assessment table contains all historical and current Penalty Assessment amounts with the effective begin and end date(s) of each.	Yes	
12.4.12	Provide special schedule table(s) to be used in conjunction with the bail schedule, such as speed schedules, over weight limits, over catch limits etc.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
12.4.13	Provide a configurable fine and assessment distribution table that provides for distributions based on violation location, filing agency, code section(s), prosecuting agency.	Yes	
12.4.14	Provide a configurable fine and assessment distribution table that allows multiple distributions based on both percentages and fixed amount within each specific distribution rule. This allows for percent of the entire amount or percent of the remaining balance (e.g. 2% Court Automation fee is distributed based on the total amount due and the remainder is distributed on a percentage basis to various city, county and state funds).	Yes	
12.4.15	Provide a configurable fee distribution table that allows multiple distributions based on both percentages and fixed amount within each specific distribution rule.	Yes	
12.4.16	Provide a configurable fine and assessment distribution table that allows distributions to multiple city, county, state or special district funds within each specific distribution rule.	Yes	
12.4.17	Provide a configurable fee table that allows distributions to multiple city, county, state or special district funds within each specific distribution rule.	Yes	
12.4.18	Ability to link values in the fee schedule to various filings and documents that have a fee associated to them.	Yes	
12.4.19	Ability to indicate that fees are assessable per filing, or per case, or per party or a combination of these.	Yes	
12.4.20	Ability to establish priority distributions for fines and fees collected when partial payments are accepted.	Yes	
12.5	**System Administration**		

12.5.1	The ability to schedule batch jobs and to specify the dependency level of the relationships to other batch jobs, the interval between attempted runs of the batch job, the number of times the System will attempt to run the batch job (when the batch job fails due to the parent batch job not having run), the time at which the System will stop attempting to run the batch job, the date on which the batch job dependency will be active, and the date on which the batch job dependency will become inactive.	Yes	
12.5.2	The ability to view, edit, or establish batch job dependencies. Through the use of these screens, the Court can view, edit, and establish parent-child relationships between batch jobs in order to ensure that specified batch jobs will not run if their parent batch job has not run.	Yes	
12.5.3	Ability for Court to monitor the status of batch jobs, and to rerun or reschedule batch jobs as required.	Yes	
12.5.4	Ability of the system to notify the Court when the status of any batch job changes (e.g. completes, fails, etc.).	Yes	
12.5.5	Ability to configure printers (network, local, receipt) for specific uses within the CMS (e.g. all receipts are routed to a receipt printer, all batch printing jobs are routed to a specific network printer, etc.).	Yes	
12.5.6	Ability to specify how printing is handled for each form/notice (e.g., local, batch, deferred).	Yes	
12.5.7	Ability for the Court to view and monitor the status of all system components and connections at-a glance.	Yes	
12.5.8	Ability to customize and configure the application user interface based upon courts user requirements.	Yes	
12.5.9	Ability to define or configure court specific data integration	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
13	**e-filing**		
13.1	**Clerk Review**		****For many of the 13.1.X requirements below, Tyler responded "No" due to the prescriptive nature of the requirement. However, Tyler believes Contractor's offering can meet the intent of a significant portion of the stated functionality.** While Tyler provided responses relating to the JCC's e-filing requirements, the parties agree that Tyler's e-filing solution is not in scope for this Agreement.

13.1.1	System must comply with California Rules of Court 2.50 et al, Civil Code of Procedure 1010.6 incl., ADA requirements of Section 508 Federal Rehabilitation Act and Part 1194 of Title 36 - see CCP 1016.6(h)(2)(A).	~~No~~ In progress	Expected delivery 7/1/2019.
13.1.2	Compliant with requirements as defined by Judicial Council E-Filing standards.	No	The Contractor’s eFiling solution is compliant with the ECF 4.01 standard.
13.1.3	Allow the electronic transmission, receipt, review, endorsement, and return of new cases, in all case categories, including case category specific information.	Yes	
13.1.4	Allow the electronic transmission, receipt, review, endorsement, and return of subsequent filings on existing cases, including filing specific information.	Yes	
13.1.5	Ability to configure and maintain an e-filing specific work queue or multiple work queues, using case category, case type, initial/subsequent filing, orders, etc. as configuration elements.	Yes	
13.1.6	Ability to configure and maintain an e-filing review that allows the submission of both a PDF and an editable document that may be routed to a specific JO, Courtroom Clerk, or desk assignment by the e-filing review clerk.	Yes	
13.1.7	Ability to configure where all e-filed documents will be stored for review and permanent storage once accepted.	Yes	
13.1.8	Allow for the reconciliation of payments during the e-filing process. Payment types may include ACH (Electronic funds transfer directly from an e-filing service provider) or direct credit card charge.	Yes	
13.1.9	Ability to schedule an event or events during the e-filing process, and send a notice of the event in the return transmission to the submitting party.	No	
13.1.10	Ability to configure stamp endorsements to allow for auto endorsements, as well as a process for manually adding endorsement stamps during the clerk review process.	Yes	
13.1.11	Ability to reject the e-filing transmission in whole during the clerk review process, and send a notice of rejection to the submitting party.	Yes	
13.1.12	Ability to reject one of multiple documents submitted in an e-filing transmission, and accept/endorse the remaining document(s).	No	
13.1.13	Ability to navigate away from the e-filing work flow to any area of the application during the clerk review process (e.g. person/entity maintenance) and then return to the e-filing process and complete the process in progress.	Yes	
13.1.14	Ability to configure the e-filing confirmation message(s) and any notices that are returned to the submitting party as part of the e-filing process.	Yes	
13.1.15	Allow a judicial officer to review the e-filing transmission of an order in both PDF and editable format, allowing the judicial officer to modify the editable order at the JO's discretion. If the JO edits the order, the edited order will be converted by the system to PDF and replaces the PDF submitted in the e-filing transaction and flagged as edited by JO.	No	This function is a feature of Odyssey Case Manager, but does not exist an eFiling function.

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
13.1.16	The Transaction No. is the unique identifier for an E-Filing transaction and will never duplicate.	Yes	
13.1.17	The system should support creation of an E-Filing Policy File. The Court Policy File will contain all configurable and non-configurable reference table values from the CMS database. Before a data exchange reaches the CMS System, the E-Filing data within the exchange will be validated against the CMS system. 1. If the validations fail, an automated rejection will be sent back to the Integration Partner with a Rejection Reason specifying the element(s) which failed validation. 2. If the validations pass, the data exchange will reach the CMS System and the task will be created in an E-Filing Queue.	No	The Contractor eFiling solution is compliant with the ECF 4.01 standard.
13.1.18	For ACH payments, the Amount Received will be pre-populated to the systems estimated fee amount.	No	
13.1.19	The association between Case Type and Filing Document is validated in the CMS for any incoming EFiling. If the association type is not correct between the Case Type and Filing Document, a warning message will be displayed for the user.	No	
13.1.20	An E-Filing transaction will be locked when a user opens the item from the work queue. This will prevent a second user from editing the E-Filing transaction that is currently being reviewed by the first clerk. A warning message will be displayed on the Work Queue Tasks screen if a user tries to open a locked E-Filing. Users with E-Filing Administrator security role will have the ability to unlock an E-Filing.	No	
13.1.21	When selecting a task in the E-Filing Queue with the status of 'Locked', the system will display an error message indicating the transaction cannot be processed.	No	
13.1.22	The system will verify existing case numbers for subsequent filings. A warning message will be displayed if the case number cannot be found.	Yes	
13.1.23	There will be an additional check against the case title of a subsequent E-Filing. If the case number exists and the case title doesn't match the case number, a warning message will be displayed. If the cases don't match up, the user will be given the option to search for the correct case within the system and change the context of the E-Filing to that case.	No	
13.1.24	The user will be navigated to an E-Filing rejection screen if the subsequent E-Filing has a nonexistent case number, and the user cannot find the correct case number within the system.	No	
13.1.25	The system will accept E-Filings in cases with legacy case numbers for a subsequent filing, case amendments and request response transactions. The IP cannot initiate a Legacy Case via E-Filing.	Yes	

13.1.26	For a case initiating E-Filing, if an E-Filing is received with a wrong court location, the user can change the location in the E-Filing Review screen. Making this change will move the E-Filing transaction to the appropriate queue. The user will be returned to the queue list if the user is not configured as a user on the E-Filing's new queue. If the user is configured to access the new queue, the user will remain on the screen where the change was made and can continue to review the EFiling transaction.	Yes	
13.1.27	If the Case Type specific information is not provided and the user changes the Case Type and enters data appropriate to the new Case Type. The asynchronous confirmation will then contain the Case Type specific data that the user added.	Yes	

Number	**Business and Functional Requirements**	**Yes/No, In Progress**	**Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)**
13.1.28	Changes made to the Jurisdictional Amount field on the E-Filing Review screen or on the Initiate EFiling Case <Case Category> screen will be reflected in the asynchronous confirmation as well as may change the fees displayed on the E-Filing Record Payment.	No	
13.1.29	The user has the ability to move, resize, and delete the stamps on all pages of all documents (using Adobe Acrobat Professional/Standard).	Yes	
13.1.30	When endorsing an E-Filing, if a default stamp and/or endorsement has been configured for the selected filing document, the default stamps will display in those configured locations on the PDF document in the Adobe Reader preview pane on the Endorse-Accept E-Filing screen. The user can manually change any of the stamps on a document in Adobe Acrobat Professional/Standard.	Yes	
13.1.31	The user can add selected stamp(s) to document(s) manually.	Yes	
13.1.32	In a partial reject situation, all rejected E-Filing documents have at least one rejection reason That explains the reason for the rejection on a per-document basis.	No	
13.1.33	The user can send an E-Filing document for Judicial Officer review if it has been configured for this action. The user will configure these filings to have this additional attribute in reference data.	Yes	
13.1.34	If the user is trying to manually add a Judicial Officer Signature, the system will list the name of all Judicial Officers the user has permission to use as endorsements. Selecting a specific Judicial Officer's name will use his/her signature file on the E-Filing documents.	No	Selecting a specific Judicial Officer's name will use his/her signature file on the E-Filing documents.
13.1.35	All system generated forms during an E-Filing transaction will be generated on the acceptance or rejection date of the E-Filing transaction.	Yes	
13.1.36	If an E-Filing is rejected partially, the rejected E-Filing PDF documents will be linked to the case history entry for the rejection or any other case history entry. For full rejections, the PDF Notice of Rejection will be linked to the case history for the E-Filing/Rejected case history entry for a subsequent filing. For partial rejections, the PDF Notice of Acceptance will be linked to the case history.	No	

13.1.37	All partially and fully rejected E-Filings can be accessed from the View E-Filing Rejection screen. All rejected filing documents, whether part of a full rejection or partial rejection, can be accessed by clicking on the Documents hyperlink on the View E-Filing Rejection screen.	No	
13.1.38	For initial filings, the filing date field on the Initiate E-Filing Case <Case Category> screen is defaulted to the E-Filing transaction received date. For subsequent filings, the filing date and filing time for the lead document on the Add-Maintain E-Filing will be defaulted to the E-Filing transaction received date and received time. For case initiating filings, if the user modifies the date on the Initiate Case screen, the system will default the filing date on the Add Filing screen to the user-modified date. For subsequent filings, if the user modifies the date and time for the lead document on the Add Filing screen, the system will default the filing date and filing time for all filing documents in the E-Filing transaction to the user modified date. For initial and subsequent filings, the confirmation filing date in the asynchronous confirmation will be the filing date of the lead document for all documents in the E-Filing.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
13.1.39	Any document received electronically by the court between 12:00 a.m. and 11:59:59 p.m. on a court day shall be deemed filed on that court day. Any document that is received electronically on a noncourt day shall be deemed filed on the next court day. AB976 CCP1010.6	Yes	
13.1.40	For a rejected E-Filing transaction, the E-Filing Rejection Notice is sent back in the asynchronous confirmation.	Yes	
13.1.41	For case initiation on this case, when a participant match occurs the system will combine the submitted information such as address, phone number, email. The system will use the submitted information for the participant as the primary information on the case.	Yes	
13.1.42	If the CMS ID or BAR number (if applicable) from the submitted data does not match the participant’s name in the system, the system will display a warning message. To determine whether to display the warning message, the system will evaluate the CMS ID, BAR number (if applicable), and the participant’s name. Either the CMS ID or BAR Number may not be present. If at least one data item matches and one data item does not match, the result is display of the error message.	No	
13.1.43	Using the search functionality for participants name on the Initiate E-Filing Case <Case Category> screen or on the Manage Participants, perform a search with the submitted participant information and display the search results. Selecting a participant as a result of this search will replace the participant entry to which the search was associated.	No	

13.1.44	The system will support multiple roles per party on the same case. It will also support multiple roles in an E-Filing except that each role must be associated with at least one document within the EFiling.	Yes	
13.1.45	For Credit Card payments, if Amount Not to Exceed is less than the Amount Due and the clerk tries to process the transaction, an error message will display at the top of the screen if the fee is not configured to accept partial payments in the fee schedule.	No	
13.1.46	The system will allow different fees to be charge to parties that have the same role. This will only occur if the fees being charged vary based on first paper fee status, fee waiver, or party type (e.g., government fee).	Yes	
13.1.47	The fees will be calculated based on the participants who filed the E-Filing document. Fees assessed can vary based on a filers first paper status, fee waiver status and deferral status.	Yes	
13.1.48	The participants selected for each E-Filing document on the Add-Maintain E-Filing will be reflected on the asynchronous confirmation as defined by the Judicial Branch standards. Any participants with changes to their party information or associated to the E-Filing will be reflected on the asynchronous confirmation. Any other participants will not be displayed on the asynchronous confirmation.	No	
13.1.49	DMS icons will be viewable next to the Case History entry to allow the user to retrieve and view the accepted E-Filing documents. Based on each court's configuration, the E-Filing documents could be stored either in the DMS or the CMS system store. Imaged documents that are submitted will also be linked to the case history entry of the associated E-Filing document.	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
13.1.50	Filing documents could be stored either in the DMS or the CMS system store. Imaged documents that are submitted will also be linked to the case history entry of the associated E-Filing document.	Yes	
13.1.51	While uploading additional documents in the Endorse-Accept E-Filing screen, the system will generate a document title for each document using the document file name without the file extension. The user has the option of modifying the document title.	No	
13.1.52	The system will indicate values that the user has changed from what the Integration Partner submitted by highlighting them on the View Data and Resend Confirmation Response.	No	
13.1.53	If the user voids a payment, the copy of the payment receipt is sent along with the void receipt.	No	

13.1.54	All submitted data that has been added or changed on any previous screen in the E-Filing work flow or in the core system must be included in the asynchronous confirmation, as required by the EFiling specifications. Submitted data not stored in the core system must not be sent back with the asynchronous confirmation. The detailed mapping of what is included in the asynchronous confirmation is in the E-Filing technical specification.	No	
13.1.55	System must match incoming subsequent filings with appropriate existing case.	Yes	
13.1.56	System must display work queue task status sufficient to inform work queue users of the current status (e.g. in process, JO review pending, JO review complete, Completed, etc.)	Yes	
13.1.57	Allow court to configure and maintain a list of available stamps that may be used in the automated endorsement process, or in the manual endorsement of documents.	Yes	
14	**Data Exchanges**		
14	Implement data exchanges with statewide justice partners using standards required by the Judicial Council	Yes	
14.1	**Department of Motor Vehicles (DMV)**		
14.1.1	Ability to exchange data with the DMV supporting bi-directional data exchanges in real time	Yes	
14.1.2	Ability to send and receive Driver History information from DMV to update the information and use it in the bail calculation process.	Yes	
14.1.3	Ability to send the Abstract of Conviction transaction	Yes	
14.1.4	Ability to send the Failure to Appear Abstract transaction	Yes	
14.1.5	Ability to send the Failure to Appear Release Abstract transaction	Yes	
14.1.6	Ability to send the Failure to Pay Fine Release Abstract transaction	Yes	
14.1.7	Ability to send the Failure to Comply Abstract transaction	Yes	
14.1.8	Ability to send amended or corrected Abstracts of all types	Yes	
14.1.9	Ability to receive and process DMV confirmation and error messages	Yes	
14.1.10	Produce a DMV error message report	Yes	
14.2	**Department of Justice (DOJ)**		

14.2.1	Ability to send adult and juvenile case disposition and update information with DOJ in compliance with the "Electronic Disposition Reporting Manual" (Initial, subsequent and corrected) through NIEM compliant webservices and CDRE – California Disposition Reporting Exchange	In progress	DOJ submission report functionality slated for 2019 release.
14.2.2	Ability to receive and process DOJ confirmation and error messages	Yes	
14.3	**California Court Protective Order Registry (CCPOR)**		

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
14.3.1	Ability to exchange protective order data and forms with CCPOR	Yes	
14.4	**Franchise Tax Board (FTB)**		
14.4.1	Ability to exchange data for court ordered debt with FTB	Yes	
14.4.2	Ability to send information to the FTB - Court Ordered Debt (COD) program in order for the FTB to collect outstanding delinquent debt.	Yes	
14.4.3	Ability to send to the FTB - Interagency Intercept Collections (FTB-IIC) program in order for the FTB to collect outstanding debt though tax refund and lottery winner intercepts.	Yes	
14.4.4	Ability to receive Collections/ Franchise Tax Board (FTB) Case Return Notification	Yes	
14.4.5	Ability to send FTB collections recall notification	Yes	
14.4.6	Ability to send FTB collections update notification	Yes	
14.5	**Financial Systems**		
14.5.1	Ability to exchange financial data with the JCC's Phoenix Financial System	Yes	
14.5.2	Ability to send Daily Receipts Deposit information	Yes	
14.5.3	Ability to send Disbursement Requests	Yes	
14.5.4	Ability to send Monthly Distribution information	Yes	
14.5.5	Ability to send/receive "bad check" information	Yes	
14.6	**Department of Child Support Services (DCSS)**		

14.6.1	Department of Child Support Services (DCSS) - New and subsequent case information and documents; outgoing confirmation, conformed copies and hearing messages	No	
14.7	**Electronic Citation Import/Exchange**		
14.7.1	**E-Citation** - Support full electronic citation import processing from California Highway Patrol (CHP) and/or local agencies	Yes	
14.8	**Department of Social Services (CDSS)**		
14.8.1	CDSS - New and subsequent case information and documents; outgoing confirmation, conformed copies and hearing messages (Child Protective Services/Dependency, etc.)	No	
14.9	**California Department of Corrections and Rehabilitation (CDCR)**		
14.9.1	CDCR - send/exchange Prison sentencing information and document(s) with the California Department of Correction and Rehabilitation	No	
14.10.1	**Appellate Court Case Management System**		
14.10.1	Court of Appeals E-Submission - Upload case documents to the Appellate Court DMS.	No	
15.1	**Case Information Access**		
15.1.1	Allow Justice Partners to search for and view cases using the Internet WEB portal, based on court configurable access rules.	Yes	
15.1.2	Provide ability to search for and view case information that is deemed to be publicly available per the applicable CRC and other relevant statutes such as Welfare & Institutions (W&I) codes. The users will include the general public who will be accessing the case information either using the WEB portal or an internal courthouse workstation.	Yes	
15.1.3	Allow the user to search for a case using one of multiple search criteria. On selecting the appropriate case from the search results, the user is presented with details of the case that is publicly available. Some case information, however, that is available at the Courthouse workstation should not be available on the web.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
15.1.4	Provide the ability to search a Probate Note using the WEB portal and internal Courthouse workstation. The user should be able to search for Probate Notes by Location and Case Number. Probate notes are extensions of calendars and should not be restricted under California Rules of Court (CRC) 2.503 (b) and (c).	No	

15.1.5	Provide the ability to search a tentative ruling using the WEB portal and internal Courthouse workstation. The user should be able to search for Probate Notes by Location and Case Number. Probate notes are extensions of calendars and should not be restricted under CRC 2.503 (b) and (c).	No	
15.1.6	Allow the public to search for the hearing calendar using the WEB portal and internal Courthouse workstation with multiple search criteria. The hearing calendar will display information regarding the location, date and time of a hearing that is scheduled to be conducted in the courthouse.	Yes	
15.1.7	From the WEB portal, the public can only search for hearings in the future up to a certain period to be defined by the court. No past hearings will be displayed for the calendar search.	Yes	
15.1.8	Security protocols for WEB portal access between justice partners, public, case participants.	Yes	
15.1.9	Ability to configure fees to be associated and payment received for public access to court data/documents	Yes	
15.1.10	Video Monitors Produce output for court calendar information for display in lobby and department courthouse.	Yes	
15.1.11	Public Kiosk/Public Access Via Internet Provide specific, user-friendly interfaces accessible by the public, attorneys, law and justice agencies. Comply with the applicable Judicial Council standards or rules for user access.	Yes	
15.1.12	Public Kiosk/Public Access Via Internet Provide the following Basic Filings through a Public Kiosk. Create forms to support these filings: Small Claims - Claim of Plaintiff- Small Claims - Claim of Defendant- Unlawful Detainer Complaint (Summons for Unlawful Detainer) - Unlawful Detainer Answer- Fee Waiver Request.	Yes	
15.1.13	Public Kiosk/Public Access Via Internet Interface with ability for continuances, extensions based on local business workflow.	Yes	
15.1.14	Public Kiosk/Public Access Via Internet Interface with request matters be taken off calendar (e.g., withdrawal of motion, filing of notice of stay, etc.)	No	
15.1.15	If CMS used for various case types, exclude Juvenile cases from being sent in interface files to the Department of Justice (DOJ), Franchise Tax Board/Court Ordered Debt (FTB/COD), or any Collection vendors; this should be configurable by the local courts	No	
15.1.16	Capability to interface with child welfare protection agencies (referrals to Child Protective Services) or the Department of Child Support Services to initiate new cases, transmit charging documents and related data electronically to the court (see Case Initiation Function)	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
15.1.17	Capability to support portals/interfaces with internal justice partners, such as mediators/arbitrators, legal research attorneys, local Collections unit, Child Custody Investigations, etc.; maintain mediator/arbitrator calendars on CMS, allow users to schedule appointments, automatically generate appointment notices, and make appropriate docket entries	Yes	
15.1.18	Capability to interface with electronic public display calendar applications to display nonconfidential cases (e.g., Paternity cases) in the court's daily calendars	Yes	
15.1.19	Capability to interface with any internal Reporter/Interpreter tracking system/applications	Yes	
15.1.20	Capability to interface with local law enforcement for service of Domestic Violence Stay Away orders (e.g., send electronic documents for service and to receive Proof of Service in electronically)	Yes	
15.1.21	Capability to interface with case index applications that enable searches for case index information across all case types; if case index application is for internal use, include Family Law cases per local procedures; if external case application mask Paternity cases from the public	Yes	
15.1.22	Share information with state agencies to coordinate collection of court-ordered payments (e.g., to recover previously waived fees)	Yes	
15.1.23	Capability to interface with a child support guideline calculator, such as DissoMaster	Yes	
15.1.24	Capability to interface with programs that calculate arrears and interest, or provide functionality to calculate arrears and interest	Yes	
15.2	**Public Transactions - Internet WEB and IVR**		
15.2.1	Allow public to pay infraction citations using the WEB and IVR.	No	Web only
15.2.2	Allow public to request traffic school enrollment using the WEB and IVR.	No	Web only
15.2.3	Allow public to request traffic school extensions using the WEB.	No	Web only
15.2.4	Allow public to request extensions for infraction cases using the web.	No	
15.2.5	Allow public to pay fees to the court including fees that are part of a payment plan using the WEB and IVR.	No	Web only
	System comes with integrated web payment function	Yes	
15.3	**Court Specific Interfaces**		

15.3.1	**Prosecutor/DA** - Incoming new case, complaint/indictment, amendments, information and miscellaneous filing messages and documents; outgoing confirmation, hearing, held to answer and disposition information and documents (conformed copies)	Yes	
15.3.2	**Jail** - Incoming arrest, warrant booking, court ordered booking, release, CTS, hold messages; outgoing hearing, bail, remand, release (court ordered OR), sentence and stay to report messages.	No	
15.3.3	**County Warrant System -** exchange warrant issuance, modification, recall, warrant service, warrant abstracting, warrant inactivity/expiry/purge	Yes	
15.3.4	**Probation** - Incoming new case creation (PRCS), violation of probation, et. al., messages and documents; outgoing - new probation grants, referral for probation officer reports, hearing, modification orders, conformed copies	No	
15.3.5	**Public Defender** - outgoing referrals (new case appointments), hearings	No	
15.3.6	**Bulk Mail Processing Vendor -** send courtesy notices, late notices, reassignment, etc. to vendor for bulk mailing services	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
15.3.7	**3rd party collections -** send delinquent account, payment plans, NSF check accounts, etc. as defined by local court to 3rd party collection agency; send case and participant related data for collection purposes; received returned accounts, paid in full information, etc. and update CMS accordingly.	Yes	
15.3.8	**RevQ (Internal or to county agency)** - bi-directional exchange of collection accounts (fees and fines), payments made, returned accounts, etc.	No	
15.3.9	**Jury -** Interface with any Jury System and allow for the submission of data and validate that the transmission was successful. Ability to receive error reports and transmit corrected data.	No	
	Support Functions		
15.3.10	Send request for pre-trial services with associated case and defendant information and internal investigation	Yes	
15.3.11	Receive results of research on defendant (prior arrests and convictions, aliases, duplicate identifiers) to docket and related individual records	Yes	
15.3.12	Receive information regarding non-compliance of pre-trial intervention or supervision requirements	Yes	
15.3.13	Receive conditions of release	Yes	
15.3.14	Send adult referral information to request pre-plea, pre-sentence, or diagnostic report	Yes	

15.3.15	Receive pre-plea, pre-sentence, or diagnostic report electronically or contents of report (e.g., date ordered, date returned, results, extension requests) and automatically upload to the DMS and add reference to the docket/ROA; each report should be configurable regarding confidentiality, security, and access	Yes	
15.3.16	Track person data type changes (e.g., changes to the name, DOB, addresses, etc.)	Yes	
15.3.17	Coordinate and track changes in case numbers (e.g., Probation Transfers), individual identifiers (e.g., across courts, criminal support units, CJ agencies, and non-justice agencies), and other identifiers; Track jurisdictional levels	Yes	
15.3.18	Track changes in modified, amended, or dismissed charges from point of arrest or initial filing through completion of sentence while remaining linked to incident for disposition tracking purposes	Yes	
15.3.19	Track pleas entered and their verdicts, admissions and denial of violations of supervision	Yes	
15.3.20	Track sentence compliance and modifications	No	
15.3.21	Maintain sufficient information for sentencing documents (e.g., for jail commitment, probation, work referral, etc.) and report to CJ agencies, such as DMV, DOJ, etc.	Yes	
15.3.22	Track location, reasons for issuance and resolution, and status of all warrants and other served documents (e.g., bench warrants, search warrants, warrant recalls, writs)	Yes	
15.3.23	Track all hearing dates and hearing status (scheduled, heard, continued, taken off calendar, etc.)	Yes	
15.3.24	Track sentences and any modifications and diversion orders	Yes	
	Interfaces		
15.3.25	Send, receive, and correlate case and individual person identification information from each CJ agency, correlate information for court use, and transfer to court functions such as case initiation, indexing, and docketing (e.g., charges for a defendant; arrest by law enforcement and citation numbers; assignment of public defender, etc.)	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
15.3.26	Receive and electronically file documents and associated data sent through interfaces.	Yes	
15.3.27	Build in validation processes, both electronic and manual review, before allowing shared data/documents to be entered in the court record as defined by the local court.	No	

15.3.28	Allow access to view/print public documents, docket, sentencing terms or court orders, and general case/defendant data type information via a court's public website and kiosks as defined by the local court and California Rules of Court.	Yes	
15.3.29	Provide case and defendant information and documents to appropriate criminal support units, CJ agencies, and non-justice agencies and state criminal history repositories regarding the specifics of court orders	No	
15.3.30	Allow for multiple numbering and index systems required by different courts, criminal support units, CJ agencies, and non-justice agencies (e.g., state identification number (SID), personal identification number (PID), state and local criminal history numbers)	Yes	
15.3.31	Provide court case index as locally defined	Yes	
15.3.32	Provide criminal support units and CJ agencies (1) access to input and output form and data templates and (2) use of templates to complete documents (e.g., pleadings, warrants, orders)	Yes	
15.3.33	Send documents, notices and court orders that are electronically served on an agency or party to appropriate agency with request for acknowledgement of receipt. Update docket/ROA with service and acknowledgement information.	Yes	
15.3.34	Receive, acknowledging receipt of, warrants, court orders, direct notices and other served documents (e.g., order for pre-sentence report), from appropriate agencies and update the docket/ROA and notice status	Yes	
15.3.35	Receive return of service on warrants	Yes	
15.3.36	Facilitate warrant reconciliation with appropriate agency maintaining state criminal history repository	Yes	
15.3.37	Send and receive all pertinent risk and need assessments between court, criminal support units, CJ agencies, and non-justice agencies (e.g. mental health, veteran's affairs, medical evaluations, etc.)	No	
15.3.38	Send/allow access to case, docket, court scheduling, bail or calendaring information, disposition, sentence information (see Docketing and Related Record Keeping, Scheduling, Calendaring, Hearings, Disposition, Compliance functions) through portals/interfaces/websites subject to the court's control.	Yes	
15.3.39	Allow access to exhibit information (e.g., for disposal of exhibit) (see File, Document, and Property Management Function)	Yes	
15.3.40	Receive/send booking, arrest, custody, bail information with individual identification information (see Case Initiation and Indexing Function)	Yes	
15.3.41	Receive basic defendant identification information, attorneys or state professionals (for noticing requirements) and enhanced identification information	No	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
15.3.42	Receive victim information from the prosecutor if included in charging document	Yes	
15.3.43	Maintain list of eligible attorneys that could be selected for criminal defense assignment by the court (see Case Initiation and Indexing and Docketing and Related Record Keeping functions)	Yes	
15.3.44	Track assignment, billing and fees paid for attorneys for criminal defense assignments by attorney, hearing dates, defendant name and case number	Yes	
15.3.45	Calculate Probation Start and End Date. Send summary probation information (e.g., content of probation order including terms and conditions; type of probation program such as work program, home arrest, jail and work release, alcohol and drug program; level of supervision; status of probation such as suspended, reinstated, extended, revoked; progress of probation; history of probation) sufficient for court review of each defendant ordered to probation	No	
15.3.46	Accounting – Receipting and Bookkeeping Functions interface with Probation to collect, generate receipts for, track, and disburse fines, fees and monetary restitution for each defendant within each case	No	Functionality can be achieved through integration that requires additional cost beyond the scope of this project or Tyler's API Toolkit could be used should the court choose to build this integration.
15.3.47	Allow access to account information involving an individual on probation	Yes	
15.3.48	Accounting -- Bookkeeping Function interface with Department Revenue Recovery/Collections unit to generate payment history and other status reports or displays for fines and monetary restitution	Yes	
15.3.49	Receive violation of probation information data and documents (see Docketing and Related Record Keeping and Scheduling functions)	No	
15.3.50	Receive information on custody status (see Case Initiation and Indexing Function)	Yes	
15.3.51	Send case disposition, sentencing, and commitment information (see Disposition Function)	Yes	
15.3.52	Receive information on sentence compliance and completion (see Disposition and Compliance functions)	No	
15.3.53	Receive information on incarceration (e.g., beginning and ending dates)	Yes	
15.3.54	Send schedule for court appearances to detention facility for inmate transportation scheduling	Yes	
15.3.55	Send and receive all conditions of, and changes to custody of defendant	Yes	

15.3.56	Send and receive all special court orders regarding conditions of confinement (e.g., medical, psychological counseling, etc.)	Yes	
15.3.57	Exchange data with the DMV in compliance with the "Abstract Reporting Manual".	Yes	
15.3.58	Send and receive Driver History information from DMV using the DAH transaction, to store the information and use it in the bail calculation process.	Yes	
15.3.59	Exchange protective order data and forms with California Courts Protective Order Registry	No	
15.3.60	Send electronic disposition reporting per State Prison Abstract Manual	No	
15.3.61	Send case disposition to the Election Board per Election Code 2212	No	
15.3.62	Send case disposition on felony convictions to jury system to remove felons from receiving summons	No	
15.3.63	Send and receive case data and accounting information to Department of Revenue and Recovery/Collection unit	Yes	
15.3.64	Provide the ability to provide Criminal Realignment pursuant to AB109 data and statistics to JC.	No	
15.3.65	Video Monitor - Produce output for court calendar information for display in lobby and department courthouse.	Yes	

Number	Business and Functional Requirements	Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
15.3.66	Public Access/Kiosk - Provide specific, user-friendly interfaces accessible by the public, attorneys, law and justice agencies. Comply with the applicable Judicial Council standards or rules for user access.	Yes	
15.3.67	Capability to interface with child welfare protection agencies (referrals to Child Protective Services) or the Department of Child Support Services to initiate new cases, transmit charging documents and related data electronically to the court (see Case Initiation Function)	Yes	
15.3.68	Capability to support portals/interfaces with internal justice partners, such as mediators/arbitrators, legal research attorneys, local Collections unit, Child Custody Investigations, etc.; maintain mediator/arbitrator calendars on CMS, allow users to schedule appointments, automatically generate appointment notices, and make appropriate docket entries	Yes	
15.3.69	Capability to interface with electronic public display calendar applications to display nonconfidential cases (e.g., Paternity cases) in the court's daily calendars	Yes	
15.3.70	Capability to interface with any internal Reporter/Interpreter tracking system/applications	Yes	

15.3.71	Capability to interface with local law enforcement for service of Domestic Violence Stay Away orders (e.g., send electronic documents for service and to receive Proof of Service in electronically)	Yes	
15.3.72	Capability to interface with case index applications that enable searches for case index information across all case types; if case index application is for internal use, include Family Law cases per local procedures; if external case application mask Paternity cases from the public	Yes	
15.3.73	Share information with state agencies to coordinate collection of court-ordered payments (e.g., to recover previously waived fees)	Yes	The API Toolkit could be used should the court choose to build this integration.
15.3.74	Capability to interface with a child support guideline calculator, such as DissoMaster	Yes	
15.3.75	Capability to interface with programs that calculate arrears and interest, or provide functionality to calculate arrears and interest	Yes	The API Toolkit could be used should the court choose to build this integration.

Table B. Technical Requirements

#	Category	Requirements	Response/Description
1	**AUTOMATION & INTEGRATION**	All modules of the proposed system, whether provided in a single software product or components from multiple vendors, must be fully integrated and operate as if they are one system. Systems supporting case management functions, such as e-Filing, financial management functions, content management, imaging solutions, etc. are to be fully integrated. For example, all duplicate data entry should ideally be eliminated; an update to a table, screen or form should be available to all related components and subcomponents within the system architecture.	Tyler's solution was designed, from the ground up, as a truly integrated justice system. Odyssey is not a collection of independently developed applications. Rather, all of the applications in the suite were designed together and are inherently integrated – allowing data to seamlessly flow from one department to another without the need for duplicate data entry or expensive and difficult to maintain "interfaces."
		Describe how the proposed solution meets the component integration requirements for a single integrated CMS for the Courts or a single system integrated for multiple courts. Also, describe how your system integration complies with industry standards such as Electronic Court Filing (ECF) for e-filing and OASIS (Organization for Advancement of Structured Information Standards) for Self-Represented Litigant (SRL) applications	Tyler's Odyssey File & Serve (OFS) solution provides a unique opportunity for clients to streamline their case filing process. Tyler's proposed Odyssey File & Serve solution conforms to the OASIS Electronic Court Filing 4.01 (ECF 4.01) standards. These tools provide attorneys with the convenience of filing cases from anywhere they have internet access.
1.1	Application Programming Interface (API)	The proposed solution must provide an application programming interface (API). The Proposer shall describe the API, including functional scope, libraries, standards, protocol(s), supported language(s), any dependencies the API has on internal or external components and any corresponding documentation for the API.	Tyler's solution provides an API. Please refer to the additional pages for more information.
1.2	Superior Court Interfaces		
1.2.1	API Maturity	The Proposer shall provide a description of existing trial court application interfaces and/or automation currently being used with the proposed solution.	Please refer to the additional pages for more information.

1.2.2	Justice Partner Interfaces	The solution must be capable of sharing and exchanging electronic information with other members of the justice community and with key local, state and national information systems. The Proposer shall describe Justice Partner interfaces, including design, requirements, security and implementation methodology. The Proposer shall list the names and locations of trial courts currently using this solution to provide interfaces to and/or from external justice partners. The Proposer shall also list the standards and formats used for these exchanges.	Tyler proposes to address the use of NIEM for the Courts based upon the needs of each County individually and the capabilities of the partnering agency to consume the information in native NIEM format. Several trial courts are currently using NIEM exchanges with the Odyssey system. • Texas, multiple counties – NIEM citations transmitted from state DPS to local Clerk systems for automated case initiations • Florida, multiple counties – E-filing using the ECF 4.0 standard • Forsyth County, Georgia – NIEM exchanges between Sheriff Office and Clerk/Prosecutor • Nueces County, Texas – NIEM exchanges between Sheriff Office and Clerk/Prosecutor • The State of Washington – NIEM exchanges Design – These exchanges provide the following design features: • Secure authenticated web service end-points • Queuing of inbound and outbound queuing of messages for guaranteed delivery • Platform independent for justice partners – any system that can communicate XML and web services • Monitoring – message monitoring user interface for error control and recovery • Compatibility – exchanges built on top of standard application services layer for forward compatibility on future software version releases • Formats – NIEM 2.1 and ECF 4.0 standard formats • Implementation – deployable using Tyler's automated installation management system

#	Category	Requirements	Response/Description
1.2.3	Available API’s	The Proposer shall describe available API’s or automation not already covered in the above sections.	Other interface tools useful for some information exchanges include the following: • Enterprise Custom Reporting – allows users to create custom reports or extracts using Microsoft SQL Server Reporting Services (SSRS) for customized reports or extracts – including generation of flat file extracts. These reports/extracts can be scheduled for repeated use with the standard Odyssey job scheduling engine. Enterprise Custom Reports are durable across each new release using the Odyssey Enterprise Custom Reporting Model. The Odyssey Enterprise Custom Reporting Model takes the OTLP database and provides a user-friendly view coinciding with the field names from the Odyssey user interface. • Scheduled batch jobs – several standard batch jobs are provided for common interfaces, such as Collections and VINE victim reporting. These jobs are schedulable for automated processing, and can be configured to transmit files automatically via FTP. • Standard reports – many of the standard Odyssey reports may be output to a CSV flat file format for further processing
1.3	Web Services	Proposer should provide a catalog of available Web Services, as well as sample documentation and schemas associated with available web services.	Please refer to the response to 1.1 Application Programming Interface (API).
1.3.1.	REST	The Proposer shall describe the proposed solution’s support for REST.	Odyssey currently provides web service access by the SOAP format, not REST. Contractor integration tools could be extended to support REST if desired.
1.3.2.	SOAP	The Proposer shall describe the proposed solution’s support for SOAP.	Odyssey provides access to the API application services layer by the SOAP web service standard. This access has the following characteristics: • Security – WS-Security (implementation following the OASIS Standard for Web Service Security Username Token Profile 1.1) • Addressing – WS-Addressing • Transport – HTTP or HTTPS (SSL) transport • Processing method – synchronous or asynchronous • Transaction control – multiple API's may be combined in a single "unit of work" • SOAP – SOAP v1.1 and v1.2 • DMZ/Firewall Proxy – Security isolation via DMZ deployable proxy service

1.4	Enterprise Content Management (ECM) Integration	The proposed system should provide or be designed to accommodate enterprise content management (ECM) integration. At the very minimum, it must provide support for document management. The Proposer shall describe the proposed product's ECM integration features including but not limited to: imaging, document management, work-flow, dashboards & portals. If applicable, the description should also encompass topics such as document life-cycle management, annotation, confidential documents, e-signatures, bar code recognition, management of audio and/or video recordings and public/justice-partner portal capabilities. Also, describe how document storage is compliant with National Institute of Standards and Technology (NIST) Special Publication 800-53.	Tyler proposes Odyssey's built-in fully integrated document management system, providing the end-user with a single application in which to capture, maintain, and access all electronic content. The Odyssey Case Management system was developed, from the ground up, to embed content management functionality specifically targeted to address the needs of judicial and court administration users. The Odyssey application is a state and local government solution and is not designed for federal agencies that the NIST 800-53 R4 policy was specifically designed to govern. The document management system is described in further detail in Section 6.0 of the non-cost proposal.

#	Category	Requirements	Response/Description
1.4.1	Document Management System Integration	The Proposer shall describe the solution's level of integration & support for 3rd party document management systems. Include, but do not limit, response to the following document management systems:	As a brief overview, Tyler has successfully integrated to 3rd party document management systems, like Hyland's OnBase, FileNet, etc. using standard Odyssey API Web services to seamlessly integrate into the Odyssey user interface. However, Odyssey includes a fully integrated content management system, providing the end-user with a single application in which to capture, maintain and access all electronic content. Though we support integration with most 3rd party document management systems, most of Contractor customers choose Odyssey's fully integrated functionality. Additionally, several of Contractor customers originally chose to continue using their 3rd Party document management systems but quickly transitioned to Odyssey's solution after realizing the benefit of fully integrated solution.
		· EMC Documentum	Contractor recommends the use of Contractor embedded enterprise document management solution.
		· IBM FileNet P8 and IBM FileNet Image Services	Odyssey API Web services may be utilized for integration.
		· Microsoft SharePoint	Yes, though Contractor recommends the use of embedded Odyssey enterprise document management solution. No support for SharePoint provided.
		· Laserfiche.	Yes, though Contractor recommends the use of Odyssey document management solution but can accept the same file types as Laserfiche. No support for Laserfiche provided.
		· ImageSoft	Yes, integrations exist between Odyssey and Imagesoft, though Contractor recommends the use embedded enterprise

1.4.2	Image Capture System Integration	The Proposer shall describe the solution’s level of integration & support for the following 3rd party imaging solutions. Include, but do not limit, response to the following systems:	Tyler does not currently provide support for data capture integration, but could likely be implemented via Odyssey API calls should the need arrive. From an equipment perspective, Odyssey compatibility with document scanners is not brand/model specific. Odyssey accepts standard scanned images and works directly with TWAIN document scanners attached to PC host via USB or SCSI interface, flatbed or sheet-fed.
		· EMC Captiva	Odyssey accepts standard scanned images and works directly with TWAIN document scanners attached to PC host via USB or SCSI interface, flatbed or sheet-fed.
		· ImageSource ILINX	Odyssey accepts standard scanned images and works directly with TWAIN document scanners.
		· Kofax Capture	Odyssey accepts standard scanned images and works directly with TWAIN document scanners.
		· IBM Capture	Odyssey accepts standard scanned images and works directly with TWAIN document scanners.
		· IBM DataCap	Odyssey accepts standard scanned images and works directly with TWAIN document scanners.
1.5	Electronic Filing Integration	This RFP is not seeking proposals for e-filing service providers (EFSPs); however, the proposed system must provide or be designed to accommodate e-Filing integration. The Proposer must provide list of current EFSP’s the proposed solution is currently integrated with.	Tyler proposes the Odyssey File & Serve (OFS) Solution to meet the Courts' needs for electronic filing. Contractor Electronic Filing solution is constructed with several integrated software components that combine to provide a powerful tool to unify the processes and data across multiple courts. OFS can provide the foundation to allow integration of multiple EFSPs across the state while also offering the ability to directly file into the Electronic Filing Manager (EFM).

#	Category	Requirements	Response/Description
		The e-Filing component will provide external entities the capability to file documents with the Court via the Internet. The Proposer shall describe the proposed solution's e- Filing integration features and indicate standards used to support the following Major Design Elements (MDEs) and sub-components:	Odyssey File & Serve provides two distinct interfaces for filers and reviewers, thus allowing Contractor EFM solution to enable documents to be filed, served, distributed and delivered electronically while seamlessly integrating with both the EFSPs and the various case management systems throughout the State. With Tyler's deep industry experience and market-leading user-focused design, Odyssey File & Serve is able to provide both the EFM functionality and integration required to expand adoption and acceptance from the user community. Even for users unfamiliar with eFiling, Odyssey File & Serve takes this complex process and simplifies it using a few clicks of a mouse. Odyssey File & Serve has also been integrated with multiple third-party case and document management systems and payment gateways. The flexibility of the tier and the organizational chart allows integration modules to be selected and configured at the jurisdictions where specific solutions are required. This flexibility also allows for the creation of new integration points to be defined and included in the process as needed.
		· Filing Assembly MDE – Enables a filer to create a filing message for submission to a court and for service on other parties in the case, returning the response from the court to the filer.	The major design elements (MDEs) describe the actors in an electronic filing and the operations provided and consumed by each in Odyssey File & Serve. The primary process operations—submit, review, and record—are accomplished by the parties in this process: the filer (Filing Assembly MDE), EFM (Filing Review MDE), court (Court Record MDE), and service recipient (Legal Service MDE). The Filing Assembly MDE supports the preparation and submission of filed documents to a court for review, and can receive the results of that process. The Filing Assembly MDE also conveys filings to the Legal Service MDE for service on other case participants. The Filing Assembly MDE calls operations in other MDEs and provides a single operation for notifying the submitter that the filing has been reviewed by a court.
		§ The Proposer will be responsible for providing a Filing Assembly MDE that will support ECF 4.0 or higher.	Yes, Odyssey File & Serve is based on the Electronic Court Filing Specification 4.01 to standardize data, transport methods, and the process of electronic filing between systems.
		§ The Proposer will provide an open architecture that will allow additional filing assembly providers to offer electronic filing to the Court in order to provide diversity of service providers and access to court records.	Tyler will provide an open architecture schema, compliant with Electronic Court Filing (ECF) 4.01 standards, to enable multiple eFiling Service Providers (EFSPs) to offer value added electronic filing services. The schema will contain the necessary data elements to populate the Application Programming Interface (API) with the Odyssey File & Serve Review Tool.

#	Category	Requirements	Response/Description
		· Filing Review MDE – Enables a court to receive and review a filing message and prepare the contents for recording in its case management and document management systems, sending a response concerning the filing to the Filing Assembly MDE. The Filing Review MDE also enables filers to obtain court-specific policies regarding electronic filing and to check on the status of a filing.	The Clerk Portal, also known as the "Review Queue" is the Filing Review major design element of the ECF filing model. Tyler's Odyssey File & Serve solution encompasses the core component of the ECF 4.0 solution architecture, as well as several operational efficiencies that improve the effectiveness of the courts staff and ensure that the filing party is informed of the process. The Filing Review MDE receives filings in a standard format and presents those filings to a Clerk for review, where they may be accepted or rejected. The Filing Review MDE transmits data and documents to the Filing Assembly MDE to inform the filer that the filing has been accepted or rejected. The Filing Review MDE transmits data and documents for accepted filings to the Court Record MDE for docketing and recording.
		· Court Record MDE – Enables a court to record electronic documents and docket entries in its case management and document management systems and returns the results to the Filing Review MDE. The Court Record MDE also enables filers to obtain service information for all parties in a case, to obtain information about cases maintained in the court's docket and register of actions and calendars, and to access documents maintained in the court's electronic records.	The Clerk Portal, also known as the "Review Queue" is the Filing Review major design element of the ECF filing model. Tyler's Odyssey File & Serve solution encompasses the core component of the ECF 4.0 solution architecture, as well as several operational efficiencies that improve the effectiveness of the courts staff and ensure that the filing party is informed of the process.
		· Legal Service MDE – Enables a party to receive service electronically from other parties, including the Court. Note that service on other parties in the case is performed by the Filing Assembly MDE.	The Filing Review MDE transmits data and documents to the Filing Assembly MDE to inform the filer that the filing has been accepted or rejected. The Filing Review MDE transmits data and documents for accepted filings to the Court Record MDE for docketing and recording.
		· Fee Collection – The e-Filing component must provide the ability to collect and reconcile court fees in a manner that supports traditional fee processing (including fees based on specific document and case types, waiver of fees, etc.), as well as the option to assess convenience fees as the Court allows.	Credit card payment processing is through the Tyler Online Gateway in partnership with Chase Paymentech. Tyler collects statutory fees, court costs, and all e-filing fees. Filer credit card statements list the payments charged for these fees as two separate transactions: • Statutory fees and court costs • All other fees associated with e-filing
1.6	Work-Flow Integration		
	Role-based Work-Flow	The Proposer shall describe the proposed solution's ability to automate role-based work-flows from configurable business rules with multiple parameters, and describe its ability to distribute the data to other processes, email, queues, views, notifications, data sources and external applications. Also, describe how the work flow engine manages and resolves task activity dependencies, rejected tasks and prioritization of tasks.	Odyssey's workflow capabilities are described in further detail in Section 6.0 of the non-cost proposal.

#	Category	Requirements	Response/Description
	Time Standards, Ticklers & Notifications	The Proposer shall describe how the proposed solution notifies users of time standards and ticklers?	Odyssey has integrated process with management tools by setting and closing ticklers automatically on the case when users add data to the case through normal processes. These ticklers are called time standards and can be automatically or manually added to the case when a user dockets an event, schedules a hearing, or adds a disposition event. In addition, these ticklers can be closed automatically or manually when an event is docketed or hearing is scheduled or heard. For example, a time standard can be set up when a motion event is docketed to indicate that a motion hearing is required within 30 days. When the hearing is held, Odyssey can close the time standard and even create a new time standard to track that an order must be signed and docketed within 10 days. The rules for time standards are very robust and have the flexibility to be used across several processes from basic tracking of time between events to tracking that certain parties have submitted the necessary documents to the case. When a case has Time Standards that are either due or overdue there will be an indicator on the case alerting the user of the current state. Users can also run reports to determine which cases have actions that are either coming due or are currently overdue. Users have the ability to get an email alerting them of these cases as well. These flexible time standards let the clerk and court configure milestone events on the case into a time track and then gauge the flow of the case against that track. Time standards can be triggered and closed either manually or automatically based on normal day-to-day data entry so there is no extra effort involved.
		The Proposer shall describe how the proposed solution notifies users of time standards and ticklers?	Odyssey has integrated process with management tools by setting and closing ticklers automatically on the case when users add data to the case through normal processes. These ticklers are called time standards and can be automatically or manually added to the case when a user dockets an event, schedules a hearing, or adds a disposition event. In addition, these ticklers can be closed automatically or manually when an event is docketed or hearing is scheduled or heard. For example, a time standard can be set up when a motion event is docketed to indicate that a motion hearing is required within 30 days. When the hearing is held, Odyssey can close the time standard and even create a new time standard to track that an order must be signed and docketed within 10 days. The rules for time standards are very robust and have the flexibility to be used across several processes from basic tracking of time between events to tracking that certain parties have submitted the necessary documents to the case.

			When a case has Time Standards that are either due or overdue there will be an indicator on the case alerting the user of the current state. Users can also run reports to determine which cases have actions that are either coming due or are currently overdue. Users have the ability to get an email alerting them of these cases as well. These flexible time standards let the clerk and court configure milestone events on the case into a time track and then gauge the flow of the case against that track. Time standards can be triggered and closed either manually or automatically

#	Category	Requirements	Response/Description
	Job Scheduling	1. The Proposer shall describe whether the job scheduler supports prioritization.	Odyssey reports can be run on demand or scheduled to run on a one time or recurring basis. Using Odyssey's Job Processing engine, reports that need to be run on a regular basis may be scheduled to be run on an hourly, daily, weekly or monthly basis. When scheduling a report to run on a recurring basis users may define the duration of the recurrence based on a specific time frame or number of the times recurrence should take place. For example, a monthly report should run on the first of the month for twelve instances or a weekly report should run every week between January 1st and March 31st. Odyssey also allows users to define a sequence for scheduled reports. Users may define that if a report is scheduled to run with two sets of criteria, the second instance of the report should wait for the first to complete, or possibly the report should wait for the completion of other scheduled reports before running. Whether generating a report on demand or on a defined schedule, Odyssey provides multiple options for delivery of the output. Report output may be simply saved as part of the Odyssey Job History, emailed to a single email recipient or email distribution list, or placed in a user defined file share. Output of a report is a rich text format that can also be converted to a comma-separated value file (CSV), which can be opened in Microsoft Excel, or portable document format (PDF). Report priority can be adjusted for scheduled reports.
		2. The Proposer shall describe the flexibility and granularity of scheduler configuration for recurring events.	The scheduler allows the user to set the frequency of the recurring report as hourly, daily, weekly, monthly, and yearly. The scheduler allows the user to set the start and end date ranges or indicate no end date. Additionally, there are options for sequencing the recurrence of the job. The job schedule can be adjusted at any time.
		3. Is the scheduler capable of ignoring blocked off calendar days such as court configured holidays? If so, do the blocked off days have to be configured separately in the scheduler or can they be pulled from the CMS court calendar configuration?	Using Odyssey's Job Processing engine, reports that need to be run on a regular basis may be scheduled to be run on an hourly, daily, weekly or monthly basis. When scheduling a report to run on a recurring basis, users may define the duration of the recurrence based on a specific time frame or number of the

			times recurrence should take place, but the job scheduler will not be able to define Court appointed holidays via their calendar without the intervention/direction from Court personnel/users.
		4. Describe the scope of the job scheduler. For example, what types of objects, entities or tasks can be scheduled?	All reports in Odyssey have the ability to be scheduled.
		5. Will the scheduler/system provide alerts during performance impacts, during working and non-working hours?	Alerts will be provided at any time the reports are running. Alerts are stored in the Jobs and Messages tab in the left window pane. Additionally, users can access the Job Queue to view any jobs.
		6. Describe if the Job Scheduler has the ability to define job dependencies and how it resolves/notifies when a job dependency fails.	The Job Scheduler has the ability to define job dependencies through the order job tasks are added to the scheduler. The administrator setting up the job schedule can determine if the job should continue or stop if there are any failures when running the job. In addition, an administrator can be notified of any failures through messages, such as an email, or by reviewing the job history queue.
		7. Describe the types of alerts that the Job Scheduler supports.	The Job Scheduler alerts any time a job is complete and any time a job has failed to process.

#	Category	Requirements	Response/Description
1.7	Dashboard Integration & Business Intelligence	The solution should include a comprehensive business intelligence tool for the collection, retrieval, organization, presentation, and analysis of case data and statistics. The tool should include a dashboard feature that can display aggregate case statistics and/or specific case status data including approaching deadlines for case documents and filings. The dashboard should ideally be configurable based on operational role, such as a financial analyst, business analyst, operations manager or judge. The Proposer shall describe the business intelligence capability included with the proposed solution, how data is collected and how it will be used to meet the specifications of the court, include the extent to which any screens or displays are individually configurable. Is Business Intelligence and dashboard included as part of the core product?	Odyssey can support a data warehouse designed to support decision support activities such as the production of NCSC CourTools metric reports. The decision support data warehouse provides clients with a store of data external to the Odyssey core data that has been designed, typically around a star schema, to support management decisions. This external data store can be extended to include data from external sources as well. The inclusion of additional data relies on updates to the SSIS packages used to load the reporting data warehouse. Although Odyssey does have the ability to support this more in depth intelligence (BI) approach, it requires a much more significant investment in infrastructure and configuration services, as well as an extensive BI skill set from the customer’s Court staff to support it.

1.8	Web Portal Integration	The Proposer shall describe and define the proposed solution's Web Portal and the support for Web portal integration.	Tyler can provide the Courts an integrated portal that connects the court with its constituency, providing access to general court information, eFiling tools, ePayment solutions, and public case information, including documents. Tyler has, since Odyssey's inception, had a public access lookup feature for accessing cases, schedules, etc. Increasingly courts are ready to enter the world of eCommerce and begin to offer such features as eFiling, document purchase, bulk data purchase, paying court obligations, etc. via the web. All of these require payment for services. Tyler has responded to Contractor client's needs by building out a platform of web services that include unified user account registration, PCI compliant credit card processing, and a way for the courts themselves to provide the unique services required through court developed Web Services.
		· Define the solution's Architecture of the Web Portal, i.e. is it integrated with the CMS or a separate stand-alone solution. If the Web Portal is integrated with the CMS, what security protocols are in place to ensure CMS data security?	Tyler's Odyssey File & Serve solution was developed using advanced web-based technology, providing a highly automated, scalable system that enables rapid conversion, aggregation, organization, hosting, and management of massive volumes of data at high speeds and low cost. Tyler's fully integrated payment processing services provide a powerful and flexible tool that enables JBE to easily accept credit or debit cards as forms of payment—either in person or online via the Web—and all fees are automatically managed for JBE through Tyler's Odyssey solution. The Tyler solution is fully PCI-DSS/PA-DSS-compliant, following industry best practices, and it is committed to maintaining compliance as these ever-changing security requirements are introduced.
		· Does the proposed solution integrate with court developed Web services?	Tyler offer Contractor Integration Toolkit, so that the Courts can further integrate the Odyssey solution with additional systems using APIs exchanged via web services.
		· Describe the solution's ability to support distributed user administration of portal user accounts, including public accounts and justice partner account administration.	The System Administration module within Odyssey provides a series of menus to assist administrative users in managing the Odyssey Application. For example, they can create and maintain user profiles, including rights and roles, configure and maintain code tables, view which users are actively logged onto the system, send messages to a user or group of users, and close out user sessions if needed.

#	Category	Requirements	Response/Description
		· Describe how and to what extent the solution complies with United States Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0.	In general Odyssey complies with the majority of requirements in the standard ADA 508 compliance guidelines, with a few exceptions; Tyler has not gone through a formal certification process. Regarding WCAG, Odyssey File & Serve is designed with general web guidelines in mind. Wherever possible, we present information in a "drill down" fashion. User interaction is designed to be intuitive and contextual to the user's current activity in the application. Odyssey File & Serve also embraces current web technologies such as HTML5 for a rich an optimal user experience.
1.9	Financial Management Integration	The proposed system must provide or be designed to accommodate financial management integration, such as payment processing, cashiering support, etc. The Proposer shall describe the proposed solution's financial management integration features and capabilities. Does the proposed solution have pre-established integration with SAP Financials?	Odyssey Financial Manager is included in the suite of integrated products and manages the entire transaction audit trail—from account management to financial transactions and check processing—without having to rely on a third-party financial application. Users can verify payment forms, produce a summary of financial activity, and more: • As payments are received, case records are instantly updated and allocated for disbursement to the appropriate recipient. • Take control of restitution fees, fines/citations and user-defined court costs • Eliminate the pain caused by state or otherwise mandated changes to fee structure and rules • Verify payments, adjust fees and generate custom reports • Provide robust reports and a complete audit trail • Automate and simplify collections process Should a county elect not to utilize Odyssey Financial Manager, Odyssey Case Manager can export the disbursement information to another system to cut checks and/or provide a full G/L export a third party financial system. Odyssey does not have a specific integration with SAP.

#	Category	Requirements	Response/Description
1.10	Support of NIEM Standards	Describe the extent your solution already incorporates NIEM standards or your ability to do so as part of the implementation. If your proposed solution is not currently in full compliance with NIEM standards, describe your plans to provide compliance.	External justice applications connect to the Odyssey environment by communicating through a layer of secure Web services, using either NIEM XML objects or granular Odyssey XML messages. Using Odyssey's Integration Toolkit clients have the ability to transform Odyssey's native XML into a form and format that can be consumed the receiving agency (or vice versa). Tyler supports the development of standard-integration messages and national integration standards, such as NIEM, but has refrained from native adoption until we feel that it is a valuable and viable direction for Contractor clients. Because NIEM exchanges often require some degree of local customization to consume the messages, the NIEM exchange library is offered as an optional add-on feature, and requires additional time for consulting, custom development and deployment services for each exchange capable of utilizing the NIEM standard. Tyler proposes to address the use of NIEM for the Courts based upon the needs of each County individually and the capabilities of the partnering agency to consume the information in native NIEM format.
1.11	Information Exchange Packages (IEP)	Provide a list of the IEPs which are incorporated into your proposed solution.	Tyler has implemented the following NIEM information exchanges: Arrest booking, Rearrest, Mugshot, Release, Citation, Disposition, Case filing, Charge update, and Warrant query. Note that not all third parties are setup to communicate with these exchanges.
1.12	Pre-Established Integration	List and describe any pre-established integrations between the proposed solution and commercial software, such as Microsoft Outlook. Describe how the integration is designed to be used within the solution, as well as versions of the commercial software.	Odyssey integrates with familiar Microsoft desktop offerings, such as Word® for generating documents, as well as Outlook® for keeping up with judicial calendars. As a Microsoft Certified Gold Partner, Tyler is privy to upcoming Microsoft product releases before they are generally available so that we can test, implement, and deploy the latest technologies to Contractor clients in a timely manner.
1.13	Appellate CMS systems	The Proposer shall describe the solution's level of integration and support with the California's "Appellate Court Case Management System" (ACCMS) system	Tyler has built specific tools for interfacing and communicating with appeals courts. Odyssey's "Record on Appeal" creator is in use by a number of clients to quickly package together necessary information on a case (data and documents) and send that (electronically or manually) to the Appeals Court. Odyssey's applications are wrapped in an API layer and integration toolkit that provides a means for Superior Courts to have a repeatable integration path to extend and enhance the overall system by building interfaces from external systems and agencies.

#	Category	Requirements	Response/Description
1.14	Integration with Redaction Software	The proposer shall describe the solutions level of integration and support with available redaction software.	A user can manually redact a document within Odyssey itself. Odyssey will automatically create a new redacted version, maintaining the original copy as well. By default within the application unredacted documents are presented to court staff. However, redacted versions are exposed via Web Access. For automated redaction, Odyssey interfaces to third party redaction systems. The court can indicate in Odyssey which types of documents should be sent for redaction. Then when a document of that type is attached to a docket entry, a copy of the image is sent to the third party application. When the redaction system sends back a redacted copy, Odyssey adds the redacted version to the integrated document management system, again maintaining the original copy. As the document moves from one state to another, a status code on the document is updated. This way the user can tell that the document is “out for redaction” or “returned from redaction” simply by viewing the document in Odyssey.
1.15	Integration with JBSIS	Describe how the CMS integrates with the California Judicial Branch Statistical Information System (JBSIS)	Tyler has invested significant development in the California market including statewide integrations with the JBSIS state reporting.
1.16	Integration with statewide Court Reporter solutions	The proposer shall describe the solutions level of integration and support with Court reporter electronic service software including but not limited to the YesLaw court reporter application.	Odyssey does not provide an inherent integration to Yeslaw. Tyler offers Contractor Integration Toolkit should the Court choose to develop an integration
2	**PRODUCT SCALABILITY AND PERFORMANCE**	The Courts require a solution that meets and enhances court operations. The solution must be aligned with industry standards, be highly reliable for daily operations, and designed to protect against catastrophic failures. The system must be scalable to accommodate an increase in data, documents and the number of internal and external end-users without noticeable degradation to performance. The Proposer shall respond to the following sections:	See below.

2.1	Load Scalability	Describe what mechanisms are built into the proposed solution’s architecture to allow it to easily expand and contract its resource pool to accommodate heavier or lighter loads.	The Odyssey architecture has the capability (based on consultation with a client to understand their requirements and their server configuration), to support server clustering capabilities built into the Microsoft Server products (Windows Network Load Balancing and SQL Server Clustering) as well as hardware load balancing/clustering solutions. This will provide an architecture that can easily expand as the Court’s needs change. Additionally, Odyssey is fully compatible with virtualization technology. Contractor proposed approach relies heavily on virtualization technology to reduce the number of physical servers configured to address each logical role. For production environments that need increased scalability, Tyler typically recommends the following: • A pool of virtual application servers which are load-balanced by a hardware appliance • A pool of virtual job servers which are self-load balancing • A pool of virtual integration servers which are load-balanced by a hardware appliance • Odyssey public access servers which can be load-balanced by a hardware appliance or Microsoft NLB

#	Category	Requirements	Response/Description
2.2	Functional Scalability	Describe how the proposed solution will help courts minimize future level-of-effort required for enhancing or adding CMS functionality. Describe how the proposed solution will allow for integration with custom designed court solutions via web services or alternative technologies.	A key element of Contractor solution is Contractor commitment to provide the most current technology, through ongoing product updates, enhancements, platform upgrades, etc. Since every software product has an expected lifecycle, Contractor goal is to protect and extend your initial investment in Odyssey, by enabling JBE to move to Contractor future generations of new technology without making another significant investment in license fees. Please refer to the additional pages for more information.

2.3	Administrative Scalability	Describe how the proposed solution would allow an increasing number of courts or users to easily share a single distributed system.	Tyler believes that the Court will find Odyssey's code structure is highly configurable and can be adapted to meet their needs regardless of the size of the implementation. Odyssey was designed from the ground up to support multi-jurisdictional and statewide implementations. Odyssey has the flexibility to be configured at various levels within a state, county, district or municipality. This allows participating courts to define global behavior for certain codes or features, while adhering to local variation, when necessary. The ability to configure different areas is controlled by rights and roles. Odyssey's configuration is highly flexible and is also controlled by the use of an organizational chart. Odyssey is designed specifically for a statewide courts environment and manages configurations using a multilevel organizational chart that provides both the flexibility to set statewide standards where appropriate and local exceptions where necessary. Odyssey's organizational chart is a hierarchical representation of the client's organizational structure and is the starting point of system configuration. It provides context for the assignments of rights and roles, data ownership, and for the definition of user codes and code behaviors. This organizational chart is one of the architectural features of the application that allow multiple divisions (e.g. civil, family, criminal) to use the same application. A docket code might be common in all divisions, but the behavior and effect of that code may vary depending upon where in the organization the code is used. The organizational chart provides the framework for such variable and configurable behavior and for setting common practices.
2.4	Geographic Scalability	Describe the proposed solution's architectural considerations for maintaining performance when scaling to distributed geographic locations. For example, if the solution were to be hosted by a court to serve users in a different geographical location. Provide examples of how systems have been deployed. Example should include how multi-instances are deployed in different geographical locations; including integration points between multiple instances.	The Odyssey solution has been deployed in a variety of network topologies that include small LANs at a single location, county-wide networks that span multiple offices, statewide implementations on a private WAN, and statewide implementations over the Internet. In addition, Tyler Technologies hosts Odyssey at a data center for a number of clients. These clients access Odyssey over the Internet. For each of these solutions, the Odyssey servers are located at a single, centralized location. The client software is loaded on users' desktops which can be located anywhere that can be granted http and/or https access to the Odyssey Web servers. The Odyssey solution also supports hosting Web, job, and integration servers at multiple locations. However, each of these servers would require access to the centralized database server.

#	Category	Requirements	Response/Description
2.5	Performance	The system must be designed to meet performance demands that could include multiple, concurrent, intensive transactions, such as batch processing and large, resource intensive reports without noticeable performance degradation. Describe how the proposed solution is designed to meet this requirement.	Odyssey is designed to use a stateless application model. The stateless application model is more of a technique than a technology, and it can be applied independent of both component based design and n-tier architecture. The stateless model requires that we adhere to one fundamental constraint—the client system must maintain all of the session-specific data (or “state”) necessary to support the application. This approach has several benefits for performance. One benefit is that a client computer is not dependent on one particular server to satisfy all requests. If that server fails for any reason, no information is lost because the server was not holding state; it’s all maintained by the client system. In addition, any server can process subsequent requests made by the client. If the application is performing poorly, more servers can be added to increase performance. Odyssey can also be provided as a “software as a service” offering, and Tyler’s hosted environment is also structured to provide scalability and reliability throughout the solution. The SaaS or hosted implementation incorporates best practices for availability and performance and redundancy within each tier by utilizing: • Multiple web servers • Dual job processing servers for each function • Cluster DB server

2.6	Scalability and Performance Use Cases	List the name and location of the smallest and the largest trial Court currently running the proposed solution. The Proposer shall describe how and who performs system/application tuning as system workload increases over time.	Tyler provides software for individual counties ranging in size from Yoakum County, Texas (7,800) to Miami-Dade County, Florida (2.5 M). Additionally, Tyler serves more than 750 judicial clients, including 13 statewide environments (largest is the State of Washington, 7.3 M) and 13 of the 20 largest judicial courts in the country. Odyssey is a very complex system that has consistently performed across large client installations. The proof is in the client base, with clients such as the State of Minnesota with more than 3,000 users accessing Odyssey on a daily basis, in addition to outbound streams via iXML that are post-processed after data commits within the application. Internally, QA stage environments are setup with the lowest common denominator in terms of server and client configuration. Every effort is made to test in a “like scenario” to that of the Odyssey client base. Additionally, the Odyssey development team often optimizes slower portions of the application by writing specific code to fine tune such areas. Larger cases with case events that exceed 10,000 have been optimized for faster load times within Odyssey proper, and additionally within the web Portal. The QA team in conjunction with deployment executes web service layer messages, in batch, in order to stress and compare a new release to a prior release. Measurements are compared in order to ensure a new release does not under perform compared to a prior release. Most Odyssey clients are happy to report than speed and performance are a “non-issue.”

#	Category	Requirements	Response/Description
3	**PRODUCT SUPPORT MODEL**	The Proposer shall describe and provide ongoing services in support of the products comprising the solution and its usage after implementation. These services include, but are not limited to:	Tyler understands that Contractor client relationships only begin with the initial implementation. After the rollout occurs, the importance of a long-term reliable partner becomes critical to support the investment in a new case management. For this reason, we have developed maintenance and support program that is second to none in the industry.
		· Warranties on software and deliverables;	Tyler’s maintenance and support services are designed to meet all your postimplementation support needs. After the implementation, Tyler does not differentiate services during and after a warranty period.

		· Availability of a help desk to document and track incidents, problems, service requests; and coordination of vendor resources to facilitate ticket resolution;	Tyler offers help desk support from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. This includes unlimited help desk requests; other companies may charge JBE each time JBE needs assistance from the Support department, but Tyler does not. Contractor allows an unlimited number of contacts to be made regarding a variety of topics such as "how to" questions, software configuration questions, assistance with defects, application functionality questions, and questions regarding server configuration and performance. Tyler's support also includes: • Online access to support information including software downloads, issue submission and tracking, and software documentation • Emergency after hours support is standard for Odyssey and is also available as an option for other applications; this service ensures that JBE can reach a Tyler client support representative 24 hours a day, 7 days a week, including holidays. • Saturday Technical Support – Tyler knows that system maintenance needs to be performed at a time that least impacts your end users. For that reason, we offer Saturday Technical Support. Tyler makes technical staff available one Saturday per month to assist with Odyssey updates and upgrades to your system. • Access to Tyler's account management team • Access to Contractor client support call center staffed by qualified individuals who understand your operating environment
		· Provision of corrective maintenance via software updates and patches;	Annual releases and upgrades are included at no additional cost in Tyler's standard maintenance, support, and upgrade program. Annual releases would be downloaded and installed in the same manner in which the Courts would apply software patches and/or content releases.
		· Software enhancements via version or release upgrades. Also include a copy of the standard support and maintenance agreement.	See above. Tyler has included Contractor Standard Maintenance and Support Agreement in this proposal.
3.1	Organizational Structure	The Proposer shall address these items and respond to each of the following topics.	
3.1.1	Support Services	Submit an organizational chart depicting software and hardware support services. Include the number of employees and the number of contractors for each role. For contractors, either state that they are independent contractors or list the organization that they work for. Include charts for the following types of support:	~~Charts and info included in the attached tables as outlined by the RFP~~. See Exhibit 5, Attachment 1, Support Services.
		1. Support services for courts with a locally hosted solution	Included. Reference additional documentation outlining Contractor organizational structure in Exhibit 5, Attachment 1, Support Services.
		2. Support services for court data centers hosting multiple courts	Included. Reference additional documentation outlining Contractor organizational structure. in Exhibit 5, Attachment 1, Support Services.
		3. Support services for vendor-hosted solutions	Included. Reference additional documentation outlining Contractor organizational structure. in Exhibit 5, Attachment 1, Support Services.

#	Category	Requirements	Response/Description
3.1.2	Software Development Services	Submit an organizational chart depicting software development and quality assurance. Include the number of employees and the number of contractors for each role. If contractors are used either indicate that they are independent contractors or list the organization(s) that they work for.	
3.2	Scope of Coverage	Which of the proposed solution's internal and external components are covered by the support agreement? Describe the scope of coverage for each of the following areas:	Tyler's maintenance and support services are designed to meet all your postimplementation support needs.
		1. Developer support	Included
		2. Product enhancements	Included
		3. Software upgrades	Included
		4. Technical assistance	Included
		5. Bug fixes	Included
		6. Security patches	Included
		7. Service requests	Included
		8. Other types of support	
3.3	Support Levels, Service Availability and Responsiveness		
3.3.1	Help Desk Services	Describe your help desk services, including toll-free access, manned coverage hours (PST), and on-call availability to technical support staff. Identify available help desk option(s):	Please refer to the responses in Section 3, Product Support Model, above.
		1. On-site support	Included (during go-live) T&M Post Implementation
		2. Telephone-based support	Included
		3. E-mail-based support	Included
		4. Online chat-base support	Included

		5. Web-based support	Included
		6. Other	Tyler also provides all Odyssey clients who are active on M&S to access and participate in the Tyler Community, Tyler University, Tyler everGuide and Regional / National user conferences.
3.3.2	Single Point of Contact	For solutions that involve multiple components or products from multiple vendors it may be difficult for Court staff to determine in which system a problem occurs. Thus, a single point of contact to coordinate the identification and resolution of the problem is essential. Indicate whether or not the Help Desk will provide single point of contact services to the Court and list any constraints or limitations which may exist in order to facilitate this.	Tyler uses a dispatch and intelligent routing approach to direct support incidents to the right support representative to work with the Court, rather than slowly stepping the client up through different tiers of support to reach resolution. This approach is the result of Contractor extensive experience supporting hundreds of Odyssey clients.
3.3.3	Problem Resolution Responsiveness	Describe the approach for identifying the severity/priority level of reported incidents or service requests and the service level target or guaranteed response times for responding to and resolving reported problems and requests at each level. Additionally, describe your escalation process to ensure that items which become more critical are resolved properly and timely.	Tyler has standard Service Level Agreements that include response and resolution times as defined by defect priority levels. Each incident is initially giving a priority by the client when entered into the online support tracking system. Once the support engineer has reviewed the incident with the client, together they determine the correct priority as defined by Contractor Service Level Agreements.

#	Category	Requirements	Response/Description
3.3.4	Knowledge Base and “Self Service” Help Capabilities	Describe the availability of an online knowledge base that can be accessed directly by Court users and technical staff to obtain answers to frequently asked questions (FAQs), research symptoms and identify resolutions to known issues. Describe all “Self Service” help capabilities and interactive services, such as an online forum where the Court could exchange information with other customers.	Tyler has extensive self-service help capabilities available for Contractor solution. Odyssey provides the capability to link client-specific online help to specific contexts within the application. In addition, Tyler provides online help documentation, has on demand training courses through Contractor learning management system (Tyler University), and Tyler Community provides an online forum for clients to exchange information with each other and Tyler. Tyler University allows the Courts to manage ongoing training for current employees and certified application training for new hires. Tyler Community allows the Court to interact online with Tyler specialists, developers, and other Tyler clients. Court users can leverage the knowledge of Tyler’s extensive client base to gain insight into how other justice partners have solved real-world problems with Tyler solutions.

3.4	Software Updates & Security Alerts	Describe how courts are notified of security patches, bug fixes, new releases and product enhancements. Include frequency of releases, and length of time allowed on a past release for support services.	As updates, patches, and releases are published by Tyler, they will appear on the Tyler Installation Management System console as available for the Courts to install. This console maintains an awareness of each client's environment, including individual servers and how they are tasked, and can implement software updates to web/application servers and database servers. Tyler provides one major annual release of the software that combines all of the patches, content releases, and new features and functions into a single release. Software patches are released as necessary to address defects within the system. Content releases are provided to clients quarterly, typically in support of a particular client's go-live event or Odyssey deployment. Before Tyler's software is released to the field, it has been built, deployed, and run through a series of automated tests. This allows for rapid, repeatable delivery of software that minimizes risk to Tyler's customers. In general, we try to keep all of Contractor clients within three years of the then current release. Contractor attempts to keep very few versions of the product in the field in order to cut down on software maintenance costs for clients. No client wants to find themselves on a version of a software product that only they have installed or to find themselves on a version of a product that has been customized in such a way as to cut them off from an upgrade path. Tyler is committed to a long-term relationship with each and every client. Maintaining an upgrade path, with no additional licensing event, is a key tenet in that relationship.
3.4.1	Product Life Cycle	Describe software lifecycle. (How long the product is supported after release, how long will it be in extended support, and end of support before a new version upgrade.)	Preferred lifecycle of 3-4 years from current release, upgrades are generally released annual / bi-annual basis and patches released as necessary.
3.4.2	Product Development Life Cycle	Describe the product management process for new features and defect fixes. Also describe or provide examples of release managing and schedules.	Contractor addresses defects and develops new features on a reoccurring basis. For additional information, please reference info regarding Contractor's Evergreen Philosophy and the technological lifecycle.

#	Category	Requirements	Response/Description
3.5	Warranty and Maintenance		Tyler offers Contractor maintenance and support services designed to meet all of your post-implementation support needs. Contractor does not differentiate services during and after a warranty period. As long as a current maintenance agreement is in effect, Tyler will correct any defect in the Tyler Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Tyler Software in non-conformance with Tyler's then current published specifications. The process for classifying and resolving defects after the warranty period is the same as it is during the warranty period. When the help desk is contacted with an issue the caller and the Support Representative work together to classify the issue as appropriate. If a defect requires programming intervention for remediation, the correction is accomplished through Contractor structured development approach and the code is sent through vigorous quality assurance testing prior to installation via a patch or release. The patch is then made available for the Courts to install. Software updates are provided to the client at no additional cost in the form of patches or full releases according to the priorities defined in the Maintenance and Support Agreement.
3.5.1	Warranty Services	Describe the warranty coverage, terms and duration provided for the software and deliverables provided pursuant to this RFP.	Defined in section B.1 & B.2 re: "Warranty"
3.5.2	Maintenance Agreement	Describe the coverage, terms and duration of the maintenance and support agreement. Note that cost information for the maintenance and support agreement is not to be provided in this Technical Proposal.	Please refer to Exhibit 10 schedule 2
3.5.3	Corrective Maintenance	Corrective maintenance deals with the repair of faults or defects found. Describe the process for classifying and resolving software defects reported by the Courts after the warranty period. How often will a Court be expected to implement a corrective maintenance release?	Software patches are developed and released as necessary to address defects within the system.
3.5.4	Adaptive Maintenance	Adaptive maintenance is required to adapt software to changes in the environment, such as from new releases of an operating system, or where changes to one integrated component affect another component. Describe the extent to which adaptive maintenance is included in the support model so that all core products continue to operate properly when any core product is modified due to an update issued by the Proposer. How often will a Court be expected to implement an adaptive maintenance release?	Software updates are provided to the client at no additional cost in the form of patches or full releases according to the priorities defined in the Maintenance and Support Agreement. Software patches are developed and released as necessary to address defects within the system, however, at minimum there's generally an annual release of updates and patches.

3.5.5	Support for Changes Caused by Legislative Mandates	Updates and modifications to the software are periodically needed to meet legislative mandates and statutory requirements. Describe the extent to which providing such updates is included in your support agreement or whether these are considered custom enhancements. What is the estimated development to deployment timeframe for legislative mandates?	As leaders in the courts and justice industry, the Tyler team closely monitors legislative changes that affect Contractor clients' needs. The annual support fee includes a pool of software development and client services to incorporate and accommodate state legislative changes. To the extent additional programming services over and above the included pool are required, such services shall be billed to the client at Tyler's then-current hourly rates.
4	**BUSINESS CONTINUITY**		

#	Category	Requirements	Response/Description
4.1	Reliability and Availability	The proposed system must be highly reliable and available for daily operations, including a fault-tolerant architecture to protect against catastrophic failures. In the event of a system failure, the system should have the capability to recover quickly, minimize loss of data and limit impact on operations.	Odyssey is a highly reliable solution. The Odyssey architecture has the capability (based on consultation with a client to understand their requirements and their server configuration), to support server clustering capabilities built into the Microsoft Server products (Windows Network Load Balancing and SQL Server Clustering) as well as hardware load balancing/clustering solutions. In this architecture, failover clustering would provide the local high availability and database mirroring provides the disaster recovery capability. A failover cluster on its own protects against physical server, Windows Server, and SQL Server failures but does not maintain a redundant copy of the data and so does not protect against a major outage like an I/O subsystem failure, power failure, or failure of the network link to the primary data center. Database mirroring is one way to provide a redundant copy of a single database on a separate physical server, where the server can be in the same data center or geographically separated. This architecture is widely adopted by customers who are familiar and comfortable with the installation, configuration, and maintenance of failover clusters.
		Describe how the proposed solution is designed to meet the reliability and availability requirements and protect against failures. Identify specific capabilities that will be in place to ensure that transactions such as data entry, e-Filing or data exchanges are fault resistant and recoverable without loss of data.	In addition to the information provided above, Odyssey File & Serve implements a high availability architecture by providing redundancy across Contractor architecture, including web servers, application servers, network, internet contact and power source. In so doing, we eliminate any single point of failure. Additionally, we use multiple, geographically diverse data centers. Tyler's facilities include duplicate power grids with generator backups and 11 independent ISPs.

#	Category	Requirements	Response/Description
4.2	Business Continuity Architecture	The Proposer shall provide any additional information not already covered that relates to the following topics, including recovery time objectives; both from a system-wide perspective as an information technology professional and from the perspective of an end-user inside a high-volume courtroom:	Tyler understands that each Court may have a different Continuity Strategy and we support a variety of strategies. Odyssey can utilize an existing disaster recovery environment as a part of the continuity plan, or Tyler offers clients the option to purchase eRecovery which provides both Disaster Recovery capabilities as well as Continuity Services for Odyssey related functionality. Disaster Recovery is primarily the ability to help a client recover from a loss of data due to hardware failure, memory failure, or an inability to restore data from a backup source. Continuity is where Tyler assists a client in the event of a disaster (e.g. a client's servers fail, a fire destroys their data center where their servers are located, the data center floods, etc.) in which their business operations can resume.
		1. Fault Tolerance	Contractor offers clients the option to purchase services which provides both Disaster Recovery capabilities as well as Continuity Services for Odyssey related functionality in the event there's a failure of system component.
		2. Fail-Over	Contractor will assist the client/entity with the design of the system architecture to ensure adequate fail-over protection and provides Disaster Recovery / System Continuity Services to the client in the event an issue occurs.
		3. Hot Backups	Odyssey can utilize an existing disaster recovery environment as a part of the continuity plan, or Contractor offers clients the option to purchase eRecovery which provides both Disaster Recovery capabilities as well as Continuity Services for Odyssey related functionality.
		4. Disaster Recovery	Contractor understands that each Court may have a different Continuity Strategy and we support a variety of strategies. Odyssey can utilize an existing disaster recovery environment as a part of the continuity plan, or Contractor offers clients the option to purchase eRecovery which provides Disaster Recovery
		5. Point-in-Time Recovery	Contractor offers clients option and services to maintain and restore Point-in-Time Recovery.
		6. Version Rollback (i.e. when something goes wrong with an upgrade, update or a patch)	Contractor offers clients the option/ability to restore via Version Rollback.
5	**PRODUCT MATURITY & CUSTOMER SATISFACTION**		
5.1	Existing Deployments	The Proposer shall list of all trial court names and locations that are currently using the proposed solution. Please separate list by California and non-California courts.	Please refer to paragraph 3.1 Overview of Qualifications in the Executive Summary of this proposal for an overview of the court names and locations that are currently using the proposed Odyssey solution.

5.2	Customer Retention Ratio	The courts shall score customer retention ratio based on the number of trial courts planning to move off of Vendor's products vs. number that are remaining with or planning to transition to Vendor's products. Please provide your customer recommendations or trade publications regarding their solution? A Vendor's response to this item is optional.	Whether it's developing, enhancing, and implementing Contractor software, or providing excellent service and client support, we succeed because Contractor clients succeed. The result is Contractor loyal client base that has developed over years of dedicated service. As proof of this partnership, Tyler has a 98% retention rate of Contractor clients.
6	**USER INTERFACE EVALUATION**	The Proposer shall describe the user interface (UI) features that differentiate the proposed solution from competitive solutions. The description should include, but not be limited to the following categories:	As part of Tyler's evergreen philosophy, Odyssey was recently given an updated desktop experience for its latest release. The updated UI is highly tuned to the user experience of a fully electronic court and back office process. This new release makes use of newer technologies that were not previously available: • 64-bit desktops provide the processing power to open multiple cases and documents in a single instance, while maintaining performance. • Quick menu keyword searching and menu favorites make finding a user's most common activities a personal experience. • It includes a "heads up" panel with important lists like menu favorites, recent jobs/reports, and current tasks queues. This panel makes finding the items users need to work even faster and easier. • It provides integrated task management that includes fast, easy, faceted searching, and integrated access to the case. • It has a multi-tabbed document viewer that can display and manipulate TIFs and PDFs in the same way, which allows for a singular user experience as courts move from scanned to electronically filed documents.
		· Data entry efficiency and customizable data entry screens	Yes, Contractor screens are optimized for data entry efficiency and are customizable.
		· Efficiency of configuration screens	Yes, screens may be configured as needed.
		· Mobile optimization and responsiveness	Yes, Contractor public access portals are built for mobile optimization and responsiveness
		· Efficiency of movement between screens & functions	Yes, users can navigate between screens and functions using the command and control panel within Odyssey.
		· Search and look-up efficiency	Yes, finding a case, party, or any other data is simple using Contractor Find features. Contractor offers both a quick find and advanced find to help JBE look for specific items. Odyssey also offers Soundex to assist JBE in finding a party but are unsure of the spelling, and the use of wild cards to help find a set.
		· UI consistency across the suite of product components	Yes, Contractor user interface is clean and consistent across products.
		· Unobtrusive alerting and notification mechanisms	Yes, Contractor alerts are affective while not being too obtrusive.
		· Intuitive screen, form and button layouts	Yes, Contractor screens, forms, and buttons are intuitive and easy to use.

		· Ability to cut and paste from external applications, such as Microsoft Word and Adobe Acrobat Reader	Yes, Odyssey offers the ability to cut and paste from external applications such as Microsoft Word and Adobe Acrobat Reader.
		· Quick access keys and look-ahead typing	Odyssey offers quick access keys and other shortcut features
		· Minimal scrolling	Included
		· Effectiveness of application help features	Included
		· Screens designs inspired by users, not programmers	Included

#	Category	Requirements	Response/Description
		· Screens uniquely designed for specific roles, such as Family Law judges, Criminal courtroom clerks and Traffic counter clerks, such as the use of Word macros or similar solutions	Included
		· Minute Order entry screens designed for use in fast-paced, high-volume courtrooms	There are multiple ways to enter Minute Orders in high-volume courtrooms. Minute Orders can be entered directly into Odyssey Case Manager or can be entered Odyssey Clerk Edition.
		· UI responsiveness based on good architectural & software design.	Included
		· The use of mouse navigation, clicks and control keys.	Included

7	**REPORTS & SYSTEM GENERATED DOCUMENT CAPABILITIES**	The Courts require that the CMS be capable of producing system documents and reports. A system generated document receives data from the CMS and produces a court document for final editing by the user.	Odyssey has a wide range of standard reports with highly customizable parameters to answer most reporting needs. Each report has an individual right associated with it providing administrators the ability to assign users only the subset of reports that they should run. Reports to which they do not have access will not appear in their menu. Each report's parameters page allows the user running the report to configure selection and sort criteria based on their individual needs. Odyssey remembers the parameters for the "last way I ran the report", and users may also memorize multiple sets of criteria to recall them easily for future use. These memorized criteria may also be set to only recall a subset of the previously saved parameters. Many of these reports also include the ability create a list that may be consumed by Odyssey's List Manager allowing users to not only provide reporting data but also perform actions like printing forms or updating cases in batch. Odyssey standard reports may be run on demand or scheduled to run on a one time or recurring basis. Using Odyssey's Job Processing engine, reports that need to be run on a regular basis may be scheduled to be run on an hourly, daily, weekly or monthly basis. When scheduling a report to run on a recurring basis users may define the duration of the recurrence based on a specific time frame or number of the times recurrence should take place. For example, a monthly report should run on the first of the month for twelve instances or a weekly report should run every week between January 1st and March 31st. Odyssey also allows users to define a sequence for scheduled reports. Users may define that if a report is scheduled to run with two sets of criteria, the second instance of the report should wait for the first to complete, or possibly the report should wait for the completion of other scheduled reports before running.

#	Category	Requirements	Response/Description
		Describe in detail how the proposed solution will meet this requirement. List all existing or "canned" reports included in your solution. Explain how Court-specific reports will be created. Respond to the following:	In addition to the standard reports described above, Odyssey Enterprise Custom Reporting allows power users to create custom reports using Microsoft SQL Server Reporting Services (SSRS) for ad-hoc reporting or customized reports for repeated use. These reports can then be published to Odyssey and the parameters can be configured to appear like other Odyssey standard reports. Once published, an Odyssey right is automatically created for each report. Administrators can then grant the rights to run the reports through the standard Odyssey security model. The rights can narrow down the set of reports on each user's menu to only the ones they should see. By publishing these custom reports in Odyssey, the ability to memorize and recall multiple sets of parameters similar to Odyssey standard reports provides additional flexibility to users who consume these reports. Whether generating a report on demand or on a defined schedule, Odyssey provides multiple options for delivery of the output. Report output may be simply saved as part of the Odyssey Job History, emailed to a single email recipient or email distribution list, or placed in a user defined file share. Output of a report is a rich text format that can also be converted to a comma-separated value file (CSV), which can be opened in Microsoft Excel, or portable document format (PDF).
		1. Is the proposed solution compatible with 3rd party reporting tools?	Yes, assuming they're compatible with SQL
		2. If so, can all database fields be accessed using external reporting tools?	Yes, assuming they're compatible with SQL
		3. Describe how complex queries and/or large data set queries are optimized with the proposed solution.	Microsoft SQL Server Reporting Services (SSRS)
		4. Describe the recommended method(s) for mining & analyzing data with the proposed solution.	Odyssey Enterprise Custom Reporting tool/functionality
		5. Describe standard reporting categories and criteria available to the end user.	Standard Reports is included in CMS, Odyssey Enterprise Custom can create/leverage reports encompassing specific parameters and data fields.
		6. Describe how California Judicial Branch Statistical reporting requirements are integrated into the proposed solution.	Many of the reports required by the California Judicial Branch are included / embedded in the Odyssey CMS. Additionally, Odyssey contains "Enterprise Custom Reporting," which can create/leverage reports encompassing specific parameters and data fields.
		7. Describe the CMS's ability to create ad hoc reporting and user defined report generation schedules.	Odyssey Standard and Enterprise Custom Reporting can be configured to create reports on a scheduled basis.

8	**FORM GENERATION & PROCESSING**	The Proposer shall describe the proposed solution's form generation and processing capabilities, as well as the integration of California's Judicial Council forms into the solution. List any internal tools that are used and describe the level of integration and support for 3rd party forms and/or form tools.	The Odyssey community continues to grow, not just across the country, but especially in California. Tyler is proud to be able to state that Odyssey is live, and operational in production in more than 20 California counties today, in some, if not all case types. Forms and notices can be configured as Word templates within Odyssey and set up for automatic or manual generation, as needed. Users can add private or shared notes on a case, and all free-text fields support spell check and allow for text to be copied and pasted into the field.
9	**SYSTEM ARCHITECTURE**	Product must have minimal impact on external client workstation applications that are run concurrently. Please describe any dependencies or limitations while running the CMS concurrently on a workstation with other applications. Please note that all answers should include a physical/local solution and a cloud solution, such as AWS or MS Azure.	The Tyler CMS (Odyssey), local or hosted/cloud solution, does not impact external client workstation applications that are run concurrently. There is no limitation or requirement of the application to be isolated from other applications. The Tyler Odyssey client performance will be impacted if other applications consume all available resources on the client workstation.
		Product should not alter the behavior of the underlying operating system on the client. Please describe if there is any impact to the underlying operating system upon installation of the CMS.	No impact to the OS.

#	Category	Requirements	Response/Description
9.1	Diagrams & Documentation	Describe the overall system architecture and topology for your proposed solution. Include information on the underlying platforms and software on which the core components, such as case management, content management and e-Filing are built and supported. Please provide recommended topology, service environment and installation model. Describe the benefits of this architecture for the Court as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach. Vendor shall provide draft architecture documents and diagrams as needed to illustrate the system's architecture for the following environments:	Tyler and the respective court will develop a Preliminary Business Plan [PBM] that clearly highlights the required and recommended steps to obtain the infrastructure and knowledge for a successful deployment.
		1. Production environment for a court with less than 250 users	System architecture requirements and recommendations are provided via PBM for each respective client environment.
		2. Production environment for a court with 250 to 500 users	System architecture requirements and recommendations are provided via PBM for each respective client environment.
		3. Production environment for a court with 500+ users	System architecture requirements and recommendations are provided via PBM for each respective client environment.
		4. Court data center hosting over 2500 users from multiple courts	System architecture requirements and recommendations are provided via PBM for each respective client environment.
		5. Vendor hosted infrastructure	MSFT Azure
		6. Disaster recovery environment	MSFT Azure

		7. Development & testing environment	MSFT Azure
		8. Training environment	MSFT Azure
		9. Reporting environment	MSFT Azure
		10. Other recommended environments	System architecture requirements and recommendations are provided via PBM for each client environment.
9.2	Components	Provide a list of the proposed solution's mandatory and optional internal and external components. Respond to the following for each component:	~~Please refer to the additional pages for more information regarding each respective environment and their requirements.~~ See Exhibit 5, Attachment 2, Components and Computer Environments
		1. Is the component required for core CMS functionality? (Y/N)	Yes
		2. Provide a functional description of the component.	Odyssey utilizes the Microsoft stack / Azure
		3. If the component does not work on all of the previously mentioned platforms, identify its limitations.	Odyssey utilizes the Microsoft stack / Azure
		4. Describe and/or diagram how the component is coupled to other components.	See Exhibit 5, Attachment 2, Components and Computer Environments
		5. List communication protocols and/or standards used by this component.	Please refer to the additional pages for more information regarding each respective environment and their requirements. Exhibit 5, Attachment 2, Components and Computer Environments.
		6. List any dependencies this component has on other internal or external components.	Please refer to the additional pages / documentation attached re: info on each respective environment and their requirements. Exhibit 5, Attachment 2, Components and Computer Environments.
		7. Identify the support model under which this component is covered.	Generally, contractor follows the support and recommended support/life of the products
		8. Can the component be leveraged in a cloud environment or is it required to be installed locally or on a physical device.	Contractor provides/supports both locally hosted solutions and cloud-based environments.
9.2.1	Web Servers	Describe the supported Web Servers and their versions.	Odyssey supports Windows Server 2012, 2012 R2, and 2016.
9.2.2	Oracle Products	If proposed solution is based on Java technologies, describe support for Oracle WebLogic application server and the supported versions.	Not Applicable. Odyssey utilizes the Microsoft stack
9.3	Computing Environment	List the names of all supported computing environments in the following section. Identify the version and Vendor's level of support for each.	See Exhibit 5, Attachment 2, Components and Computer Environments
9.3.1	Hardware Environment:	Describe the hardware environment required to utilize the proposed software in a local data center and a cloud hosted datacenter. In the event there is more than one suitable hardware platform, list the best options indicating the relative strengths and	Please reference Hardware environment requirements diagram that are included/attached in Exhibit 5, Attachment 2, Components and Computer Environments.

		drawbacks (if any) of each. Detail the necessary hardware for each of the following environments:	

		1. Production environment for a court with less than 250 users	Contractor and the respective client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware infrastructure and procedures required to launch and maintain the solution.
		2. Production environment for a court with 250 to 500 users	Contractor and the respective client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware infrastructure and procedures required to launch and maintain the solution.
		3. Production environment for a court with 500+ users	Contractor and the respective client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware infrastructure and procedures required to launch and maintain the solution.
		4. Court data center hosting over 2500 users from multiple courts	Contractor and the respective client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware infrastructure and procedures required to launch and maintain the solution.

#	Category	Requirements	Response/Description
9.3.2	Network Environment:	Describe the network environment required to utilize the proposed software for a local data center and a cloud hosted data center. In the event that there is more than one suitable network configuration, list options indicating any relative strengths and drawbacks of each. Detail the necessary network infrastructure for each of the following environments:	See Exhibit 5, Attachment 2, Components and Computer Environments.
		1. Production environment for a court with less than 250 users.	Please refer to tables re: network environments in Exhibit 5, Attachment 2, Components and Computer Environments and note Contractor and the respective Client will develop a Preliminary Business Plan [PBM] that incorporates the required/recommend network environments regarding the Client’s desired system (locally hosted / cloud hosted).
		2. Production environment for a court with 250 to 500 users.	Please refer to tables re: network environments in Exhibit 5, Attachment 2, Components and Computer Environments and note Contractor and the respective Client will develop a Preliminary Business Plan [PBM] that incorporates the required/recommend network environments regarding the Client’s desired system (locally hosted / cloud hosted).
		3. Production environment for a court with 500+ users.	Please refer to tables re: network environments in Exhibit 5, Attachment 2, Components and Computer Environments. and note Contractor and the respective Client will develop a Preliminary Business Plan [PBM] that incorporates the required/recommend network environments regarding the Client’s desired system (locally hosted / cloud hosted).
		4. Court data center hosting over 2500 users from multiple courts	Please refer to tables re: network environments in Exhibit 5, Attachment 2, Components and Computer Environments and note Contractor and the respective Client will develop a Preliminary Business Plan [PBM] that incorporates the required/recommend network environments regarding the Client’s desired system (locally hosted / cloud hosted).

9.3.3	Operating System(s):	Identify the operating system(s) required by the proposed application software and other architectural components. In the event there is more than one suitable operating system, list all options indicating any relative strengths and drawbacks of each.	Please refer to the additional pages for more information in Exhibit 5, Attachment 2, Components and Computer Environments.
9.3.4	Desktop Requirements:	Identify the desktop computer hardware and software specifications that are required by the CMS solution. Include typical requirements for a "power user," occasional/casual user, report viewer, system administrator and work requester. Also, note if local administrative access is required on desktops and in what situations that would be required. Detail the necessary desktops for each of the following environments:	Please refer to the additional pages for more information regarding desktop requirements and configurations in Exhibit 5, Attachment 2, Components and Computer Environments.
		1. Production environment for a court with less than 250 users	Contractor and Client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware requirements & software infrastructure regarding system requirements / user access.
		2. Production environment for a court with 250 to 500 users	Contractor and Client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware requirements & software infrastructure regarding system requirements / user access.
		3. Production environment for a court with 500+ users	Contractor and Client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware requirements & software infrastructure regarding system requirements / user access.
		4. Court data center hosting over 2500 users from multiple courts	Contractor and Client will develop a Preliminary Business Plan [PBM] that incorporates the recommend hardware requirements & software infrastructure regarding system requirements / user access.
9.4	Client Web Browser Requirements	If the application is web-based, list the supported web browsers. Include version and level of support. Describe the browser plug-ins or ActiveX controls required for the solution.	Odyssey supports Microsoft Internet Explorer 11 and higher. Odyssey's Public Access solutions support Internet Explorer and other major browsers including Firefox, Safari, and Chrome.
9.5	Virtualization	Include the version and level of support when responding to the following questions:	
9.5.1	Server Virtualization	List the names of the proposed solution's supported server virtualization platforms.	Tyler supports configurations for dedicated servers for each role, or Odyssey is fully compatible with virtualization technology. Tyler provides support for the Odyssey application deployed using the VMware ESXi platform. If the Courts are interested in virtualization technology, fewer physical servers could be configured to address each logical role. At this time, we do not recommend virtualization of the database servers.
9.5.2	Desktop Virtualization	List the names of the proposed solution's supported desktop virtualization, thin-clients and/or zero clients. Does your solution allow for other hardware within the virtual desktop environment, such as tablets or smartphones?	Users with Apple desktops would run Odyssey through a virtualized environment via common applications such as VMware Fusion, Parallels, or the native Apple Bootcamp application. Though not fully tested or supported, users have achieved a seamless experience operating in an apple environment via windows virtualization.
9.6	Data Management		

9.6.1	Database Platform(s):	The Proposer should identify the ideal database platform for the proposed software. In the event there is more than one suitable database platform, list all options indicating any relative strengths and drawbacks of each. Detail the database architecture for each of the following environments:	The basic database architecture as described in 9.3.1, Hardware Environment, will remain the same for each environment. Only database server configurations will change. Please refer to the individual hardware recommendations which illustrate differences in the following areas as you increase the number of users. • Primary Production Database Server (Active-Active Cluster) • Production Replica Database Server (Used for reporting and Public Access) • Non-production Database Server for non-production environments

#	Category	Requirements	Response/Description
		1. Production environment for a court with less than 250 users	The hardware Environment will remain the same for each environment as only database server configurations will change. Please refer to the individual hardware recommendations (included as an attachment) which illustrate differences in the following areas as you increase the number of users.
		2. Production environment for a court with 250 to 500 users	The hardware Environment will remain the same for each environment as only database server configurations will change. Please refer to the individual hardware recommendations (included as an attachment) which illustrate differences in the following areas as you increase the number of users.
		3. Production environment for a court with 500+ users	The hardware Environment will remain the same for each environment as only database server configurations will change. Please refer to the individual hardware recommendations (included as an attachment) which illustrate differences in the following areas as you increase the number of users.
		4. Court data center hosting over 2500 users from multiple courts	The hardware Environment will remain the same for each environment as only database server configurations will change. Please refer to the individual hardware recommendations (included as an attachment) which illustrate differences in the following areas as you increase the number of users.
9.6.2	Supported Databases	List supported databases, including the version and level(s) of support.	The Odyssey product suite uses Microsoft SQL Server as its database platform. SQL Server 2012, 2014, and 2016 are supported.
9.6.3	Data Consistency	Describe how data consistency is handled within the proposed solution.	Odyssey is a unified case management system that serves the needs of all case types in a single integrated solution. The unified design of the software enables data consistency.
9.6.4	Database Environments	Does the solution allow for multiple environments for data, such as test, development or high availability?	Yes
9.6.5	Stored Procedures & Views	Describe how stored procedures and views are used within the proposed solution.	Within the core application database, Odyssey employs various mechanisms of the SQL Server DBMS (primary keys, foreign keys, indexes, and stored procedures), all of which contribute to scalability within this crucial system resource. All data is accessed through stored procedures. Objects generate XML and communicate with database-stored procedures using ActiveX Data Objects (ADO) and OLE DB.
9.6.6	Database Components	In addition to the database server describe any software components that are required to run on Database Server.	SQL Server is required for Odyssey’s database platform.

9.7	Software		
9.7.1	Licensing & Ownership	Specify the customer's ownership and licensing rights with regard to the proposed software. Describe for both internal and external components. If the solution proposed uses open source software, the proposer should provide indemnity. Also, describe how enhancements paid for by one California trial court will be made available to other trial courts without duplicating payment for the development effort.	Please refer to Tyler's Licensing and Services Agreement in the Appendix for software ownership, licensing rights, and indemnity. Please refer to section 3.3 "Overview of Tyler's Approach for Ongoing Maintenance and Support" for how enhancements by one California court is made available to other trial courts (Tyler's Evergreen Philosophy).
9.7.2	Code Transparency	1. Specify whether source code is viewable by courts.	Tyler has a source code escrow agreement in place with Iron Mountain for software developed by Tyler Technologies. To become a beneficiary, the Courts must register with Iron Mountain upon contract execution. The Courts will then be invoiced directly by Iron Mountain for the annual beneficiary fee. Release of the Tyler source code will be in accordance with such Escrow Agreement.
		2. Will courts have access to version control repository?	To become a beneficiary, the Courts must register with Iron Mountain upon contract execution. The Courts will then be invoiced directly by Iron Mountain for the annual beneficiary fee. Release of the Tyler source code will be in accordance with such Escrow Agreement.
9.7.3	Languages	Specify software language(s) used for the following components:	Software is developed using a number of tools and languages, including HTML, C# (Visual Studio 2010), .NET Framework (Version 3.5 and 4.0), XML, and C++ (Visual Studio 2010), Silverlight (Version 4.0), Telerik Silverlight Controls (Version 2011.2), Infragistics WPF Controls (Version 11.1), all under AccuRev (Version 4.9) version control.
		1. Core Components	Software is developed using a number of tools and languages, including HTML, C#, .NET Framework, XML, and C++, Silverlight, Telerik Silverlight Controls, Infragistics WPF Controls and AccuRev version control.
		2. Add-on Components	Software is developed using a number of tools and languages, including HTML, C#, .NET Framework, XML, and C++, Silverlight, Telerik Silverlight Controls, Infragistics WPF Controls and AccuRev version control.
		3. Scripting/Automation	Software is developed using a number of tools and languages, including HTML, C#, .NET Framework, XML, and C++, Silverlight, Telerik Silverlight Controls, Infragistics WPF Controls and AccuRev version control.
		4. Database Manipulation and Queries	Software is developed using a number of tools and languages, including HTML, C#, .NET Framework, XML, and C++, Silverlight, Telerik Silverlight Controls, Infragistics WPF Controls and AccuRev version control.

#	Category	Requirements	Response/Description
9.7.4	Portability & Extensibility	1. Will courts have the ability to compile the code in-house?	Through the Odyssey Services Platform and Integration Toolkit, Court personnel can build new judicial applications that are specific to their needs. The Odyssey Services Platform provides a library of services standardized to allow external judicial applications the ability to leverage the application logic and judicial data available in Odyssey, while simultaneously shielding those applications from changes in the Odyssey core. Clients can leverage an orchestration engine to combine various published services to build a complex process. This process can also incorporate services and data that are not part of the Odyssey core application. The Odyssey Integration Toolkit provides XML services for exchanging data to and from Odyssey, using a standard Web services interchange method. Many courts have used the Toolkit to build data exchanges with a variety of local and state agency partners. The Odyssey Integration Toolkit is a robust set of APIs and XML notification components that allows reliable and maintainable access to the rich set of Odyssey data, while observing configured rules and relationships.
		2. What tools or packages are recommended for development?	Odyssey Toolkit
		3. Are the recommended tools included with the proposed solution?	Odyssey Toolkit is available for purchase (additional cost)
9.8	Security	The proposed solution shall include access controls over functions as well as ensuring the confidentiality of sensitive and private information. Describe the overall security features of the system. Explain how software and hardware security controls are used to enable or restrict access to documents, functions and data. Identify integrity features which would enable multiple user groups such as courts and justice partners to share the system and have access to the same data while maintaining data integrity.	Please refer to the additional pages for more information.
9.8.1	Authentication	List the supported methods of authentication. Describe the degree to which the authentication method is supported (full or limited support) and if applicable, specify the protocol and version number.	The robust security system provided with the Odyssey product suite can leverage the capabilities of Active Directory or an LDAP provider to support externally controlled authentication models for users of the application. The roles and rights for externally authenticated users are still controlled by the Odyssey application's rights and roles administration tools. The Odyssey product suite does not rely on external security tools to manage security within the application.
		9.8.1.1 Describe authentication integration with solutions like Computer Associates SiteMinder, Microsoft Active Directory, Office 365 and protocols such as OAuth.	Odyssey supports, but does not require, user authentication via integration with Active Directory. Without Active Directory, Odyssey utilizes a built-in authentication system. In both cases, Odyssey itself handles authorization.

9.8.2	Access Control	Describe how access control is managed within the core application, database and across internal and external components.	The Odyssey product suite makes use of a very granular rights model to restrict user access to features and functions within the application. These rights have ability to restrict a user's right to administrative tools, products, applications case types, records, fields, and reporting. The ability to assign security groups provides an ability to lock specific data to a set of users such as the ability to view a specific juvenile case.

#	Category	Requirements	Response/Description
9.8.3	Justice Partner, Public & Remote or Internet-Based Access	Describe security for remote access into the system for e-Filers, end-users, justice partners, and the public. Include but do not limit to encryption methods for data protection both in transit and at rest, browser requirements and authentication methods.	Tyler uses our fully integrated payment processing services to provide a powerful and flexible tool that enables you to easily accept credit or debit cards as forms of payment— either in person or online via the Web—and all fees are automatically managed for you through Tyler's Odyssey solution. The Tyler solution is fully PCI-DSS/PA-DSS-compliant, following industry best practices, and it is committed to maintaining compliance as these ever-changing security requirements are introduced. Odyssey Public Access utilizes up-to-the-moment information from a replicated Odyssey database. The replica is typically in the court's DMZ for security of the data. Odyssey then provides the administrator a wide variety of options to define security from the macro level of which case types a user can access, including configuration down to the data element level. Once logged in, a public access user can look up cases to which they have access, view documents from the integrated Odyssey ECMS (Document Management), and even look up the court's schedule. Again, all this information is live and up-to-the-moment, yet controlled by a highly configurable set of security options so the court has control over who sees what.
9.8.4	Security Logging	Describe the methods for logging access to the end user applications, data and user configuration/maintenance screens. Identify event types captured, how access to the log is made and how security of the log is provided.	Throughout the application, inserts and most recent updates are associated with the date, time, and user who performed the operation. In some cases (such as a docket entry, hearing, etc.) this auditing is performed at the record level, while in other cases (such as changes to party/person data) it applies to each specific data element. The decision to implement record level, data element level, or transactional audit trails for any given functionality is governed by requirements and application performance considerations. The courts will find also that Odyssey's financial system can be tightly controlled. Odyssey provides a full audit trail of all financial transactions, as there is not a right to grant the ability to modify or delete any financial transaction. In the area of financials, all corrections are newly posted entries.

#	Category	Requirements	Response/Description
9.8.5	Encryption		Odyssey supports the use of HTTP/SSL for secure transmission of both data and documents. Odyssey clients communicate with the Odyssey web application servers using HTTP or HTTPS over a TCP/IP network. Odyssey is very firewall friendly and requires only that a port be defined for HTTP or HTTPS traffic (typically, ports 80 and 443). Additionally, Tyler will require a VPN connection to the application and database servers for remote support and diagnostics. Optionally, the application also can use an additional administrator-defined port for server-to-client messaging (such as report completion notifications Additionally, Tyler does not store credit card numbers. In regards to other data elements, Odyssey has various access control mechanisms to protect sensitive data elements. For example, specific security rights, case security groups, and document security attribution. Odyssey passwords are stored encrypted in the database. Though Odyssey passwords are stored encrypted in the database, Tyler does not support full database encryption at rest. Instead, services provided by SQL Server, centralized storage devices, and other third-party software solutions can be leveraged to encrypt data on the disk. SQL Server introduced Transparent Data Encryption (TDE) in SQL Server 2008 to provide encryption of the entire database at rest. Note: TDE requires SQL Server Enterprise and has the potential to impact database performance. For document security, most enterprise storage solutions provide some form of disk-level encryption solution. If that is not an option, there are many third-party software solutions that offer the same functionality.
9.8.5.1	Protocols & Standards	List encryption protocols and standards used by the proposed system. Include version numbers when applicable.	Odyssey supports the use of HTTP/SSL for secure transmission of both data and documents. Odyssey clients communicate with the Odyssey web application servers using HTTP or HTTPS over a TCP/IP network. Odyssey is very firewall friendly and requires only that a port be defined for HTTP or HTTPS traffic (typically, ports 80 and 443).
9.8.5.2	Encrypted Communications	Specify encryption methods used for communications between client, server, data replication and any external components.	Odyssey supports the use of HTTP/SSL for secure transmission of both data and documents. Odyssey clients communicate with the Odyssey web application servers using HTTP or HTTPS over a TCP/IP network. Odyssey is very firewall friendly and requires only that a port be defined for HTTP or HTTPS traffic (typically, ports 80 and 443).
9.8.5.3	Encryption of Sensitive Data	What methods does the proposed solution use to protect sensitive data like credit card numbers or social security numbers?	Contractor recommends courts leverage SQL Server encryption services (ex: TDE)
		1. Describe what data elements are currently configured to be sensitive data.	Odyssey stores encrypted passwords on the disk, but recommends leveraging SQL Server encryption (ex: TDE) or third-party encryption services.

		2. Is there a configuration option or mechanism to define what data elements are sensitive data and subject to encryption.	Contractor recommends client to leverage SQL Server encryption or third-party encryption service. Identifying and securing/encrypting sensitive data can/should be discussed between Contractor and Client in the development of a PBM.
9.8.5.4	Other Encryption	List any other encryption used by the proposed solution, include local and cloud installation.	
9.8.6	Security Zones	Describe security design features preventing malicious input into the system	In addition to the response to 9.8.5, Tyler Technologies performs an annual third party external penetration test on its networks and applications. The penetration test includes testing for SQL injection, XSS, and CSRF.
9.8.6.1	N-Tier architecture design supporting security zones	Describe if the proposed solution how this solution can be deployed in an n-tiered environment protected by security zones.	Yes, Odyssey is built to take full advantage of n-tier architecture.
9.8.6.2	Security Requirements	Provide the proposed products application documentation for security processes, network protocols and ports.	Please refer to section 6.2, Technical Requirements.

#	Category	Requirements	Response/Description
9.8.7	Proxy Support	Describe the proposed products use with proxy services, devices and/or applications that have been used with the proposed system.	The level and ease with which integrations can be accomplished is enhanced through the use of an orchestration engine that deals with workflow, exception processing, communication, and messaging support. The Odyssey application provides a set of proxy services that can be used in concert with an orchestration engine to extend security and provide predefined transformation capabilities for published judicial xml standards.
9.8.8	Integration with Existing Identity Management Systems	List and describe which Identity Management Systems are currently supported and how it’s integrated.	Please refer to the response to 9.8 Security.

10	**CONFIGURATION CONSTRAINTS**	The proposed solution should be highly configurable and allow the majority of changes to reference tables, screens, reports, forms, documents, help screens, business rules and work-flow to be made with configuration tools rather than custom code. The Proposer shall describe the overall level and manner of system configurability with regards to these items. Does the proposed solution allow approved copying of existing live court configuration for common configuration items (Register of Action entries, code tables, minute codes, etc.)?	As a commercial off the shelf (COTS) solution, Odyssey's configuration is highly flexible and rules-driven. each client can utilize codes, descriptions and configurations, reports and templates that are unique to their respective business operation. Configuration is also controlled by the use of an "organizational chart." Odyssey is designed to adjust from jurisdiction to jurisdiction and manages configurations using a multilevel organizational chart that provides both the flexibility to set standards where appropriate and local exceptions where necessary. Odyssey's organizational chart is a hierarchical representation of the client's organizational structure and is the starting point of system configuration. It provides context for the assignments of rights and roles, data ownership, and for the definition of user codes and code behaviors. This organizational chart is one of the architectural features of the application that allow multiple divisions (e.g. civil, family, criminal, traffic) to use the same application. A docket code might be common in all divisions, but the behavior and effect of that code may vary depending upon where in the organization the code is used. The organizational chart provides the framework for such variable and configurable behavior and for setting common practices.
10.1	Responsiveness to Required Changes	The proposed solution must be designed to enable the Court to respond in a timely manner to legislative mandates and changes in regulations without the need for significant involvement by IT personnel. However, the system must also have the option to secure configurable options from user manipulation. This includes the use of table-driven parameters and menu capabilities that enable system administrators to tailor the system to meet their operational needs. Describe how the system is designed to meet this requirement.	Tyler's Odyssey suite of integrated judicial applications is designed for a high degree of configurability. Application behavior can be controlled through a number of levers that can be maintained by the client. Almost all of Odyssey's code tables are administrator definable (there are some exceptions for codes with national standards, such as NCIC codes). Please also see the response to 3.5.5, Support for Changes Caused by Legislative Mandates.

#	Category	Requirements	Response/Description
10.2	Role-Based Preference	The proposed solution should ideally have the capability to configure role-based preferences that enable users to interact with the system more efficiently. Identify and describe the proposed solution's support for role-based preferences.	The roles and responsibilities of users, regardless of whether the user is an "end user" or an "administrator," are managed via a single security model. Odyssey's security is based upon an organizational structure, which consists of locations, lines of, or any other construct that is meaningful to your organization. This structure can parallel your court structure, where elements in the organizational structure represent various physical and logical entities. In a multi-jurisdictional or multi-agency system, this might consist of districts, counties, and divisions by way of example. Odyssey's security model allows administrators to group rights into roles for efficient management. A user's security profile is defined when one or more roles are assigned to that user at one or more locations in the organizational structure. A user may inherit the same right from multiple roles. Also, a role may explicitly deny rights, which would override any other roles where the right was explicitly granted. Using this mechanism, administrators may create exceptions for specific users by adding a denial role to their user profile. Odyssey's security model also extends to configuration, code tables, and data ownership. Configuration and codes are "owned" at a particular node in the organizational tree. For example, some codes can be defined at the "root" node and inherited throughout the entire organizational chart, while other codes can be defined at a particular "leaf" node and are then available only on a case that is owned at that same leaf node.
11	INSTALLATION, ADMINISTRATION & MAINTENANCE		
11.1	Tools	The Proposer shall list the recommended tools for administration and maintenance of the proposed solution, including the core application, the database and all internal and external components. If the tools are not included in the base offering then identify them as such.	Performance and maintenance differ based on client environment and scope of solution, therefore recommended tools typically consist of tools provided by Microsoft and third-parties to monitor the health of servers /technical components designated to/associated with the Tyler solution See Exhibit 5, Attachment 3, Tools
11.2	Administration	The Proposer should describe administration tools/features that differentiate the proposed solution from competitor solutions.	
11.3	Client Installation	The Proposer shall provide an overview of the client installation process, including any related external components. Indicate what post-installation steps are required, such as types of configuration parameters that need to be modified.	Installation overview and processes are identified and provided by Contractor as part of solution planning, implementation preparation and on-going maintenance.
		Proposed solution must be able to run on the client while logged into the OS with standard user permissions.	Agreed.
		The client should not require post-installation changes to system security settings.	The contractor recommends client to implement recommended security settings and protocols in accordance with situation and environment.

11.4	Server Installation	The Proposer shall provide an overview of the server installation process, including any related external components. Indicate any post-installation steps that are required.	Installation overview and processes are identified and provided by Contractor as part of solution planning, implementation preparation and on-going maintenance.
11.5	Patch/Upgrade Installation	The Proposer shall provide an overview of the patch/upgrade installation process. Discuss the standard release update process for the core CMS and all internal and external components.	Patch/upgrade installation process is provided as part of solution implementation and on-going maintenance. Patches are developed and released as-needed, upgrades generally released annually / bi-annually.
12	**Diagnostics & Performance Optimization**		

#	Category	Requirements	Response/Description
12.1	Recommended Diagnostic Tools	The Proposer shall list recommended tools and best practices for diagnosing and managing optimal performance with proposed solution. Indicate whether the tools are included as part of the proposed solution.	Contractor clients utilize a combination of Microsoft tools and tools supplied by third-parties to monitor the health of both the hardware and software. The proposed solution would be to use these third-party tools as an effective method of monitoring and notification. This requirement can actually be met by a variety of third party tools such as ProActive Monitor. The Odyssey application comes with its own inventory, distribution and tracking application (Installation Management System). This rich application provides users with a simple means of monitoring deployed software and quickly creating new environments or extending existing environments.
12.2	Support for Performance Optimization	The Proposer shall specify the degree to which performance optimization for the proposed solution is covered under the support agreements. Be specific if the level of support is not consistent across all components. Does the solution have defined procedures and methodologies documented and available for performance and application optimization?	Tyler does support performance optimization for the proposed solution as part of our support agreement. Tyler maintains a set of performance standards for the Odyssey system setting response times for various application activities (case save, document added, etc.) Tyler’s responsibility to our clients is to ensure that Odyssey performs at or above those standards. Should Odyssey not be performing to those standards, Tyler will work with the client to help determine the cause of the performance issue. Often times the source of the performance problem is not the Odyssey application itself, but something with the client’s infrastructure (servers, network, desktop). Tyler will work with our clients to ensure the most positive Odyssey experience possible.
13	**AUDITING & MONITORING**	Vendor shall describe the following for the base application, database(s) and any internal and external components.	

13.1	Auditing	Describe the proposed solution’s auditing features not already covered in 9.8.4 (Security Logging), including but not limited to: Database transaction auditing, authentication audits and security violation options.	Throughout the application, inserts and most recent updates are associated with the date, time, and user who performed the operation. In some cases (such as a case event) this auditing is performed at the record level, while in other cases (such as changes to party/person data) it applies to each specific data element. Financial records are completely driven by non- modifiable transactions, providing an inherent audit trail. The decision to implement record level, data element level, or transactional audit trails for any given functionality is governed by requirements and application performance considerations. The Court will control who can modify and who can delete data via rights/roles. Odyssey provides the most common audit information requested by users (i.e. who added this and who last updated it) directly in the user interface. When viewing a data entity, like a docket entry, a hearing, etc. this user-id/date/time for who created and who last updated is in a self-discoverable tooltip on the record itself. When it is necessary to get a detailed history, industry standard tools (e.g. ApexSQL Log) can be utilized by the IT staff to read the online SQL database transaction log and obtain a row level history of all changes, along with before and after values.
13.2	Monitoring	1. Provide a description of the recommended monitoring architecture for the proposed solution.	Recommendations provided based on respective client environment, generally consist of tools provided by Microsoft and third-parties.
		2. Identify which of the following monitoring tools are included as part of the base offering and the support model under which they are covered.	Monitoring tools dependent on respective solution environment.
		a. Health Monitoring	Recommendations provided based on client environment, typically consist of tools provided by Microsoft and third-parties to monitor the health of servers /technical components designated to/associated with the Tyler solution.

#	Category	Requirements	Response/Description
		b. Application Monitoring	Recommendations provided based on client environment, typically consist of tools provided by Microsoft and third-parties.
		c. Database Monitoring	Recommendations provided based on client environment, typically consist of tools provided by Microsoft and third-parties.
		d. Performance Monitoring	Recommendations provided based on client environment, typically consist of tools provided by Microsoft and third-parties.
		e. Work-flow Monitoring	Recommendations provided based on client environment, typically consist of tools provided by Microsoft and third-parties.
		f. Data Exchange Monitoring	Recommendations provided based on client environment, typically consist of tools provided by Microsoft and third-parties.

13.3	Logging	The Proposer shall provide an overall description of the recommended logging architecture for the proposed solution and respond to the following items.	Contractor clients use the ApexSQL Log that traverses the database log files to isolate changes for a user and entity in the database showing both before and after values for data modified, added or deleted.
		1. Describe the solution's support for Syslog	Contractor utilizes ApexSQL
		2. Describe the types and/or categories of information logged	ApexSQL Log traverses the database log files to isolate changes for a user and entity in the database providing both before and after values for data modified, added or deleted.
		3. Describe the solution's ability to set logging levels	ApexSQL restores lost/damaged data down to the row level, directly from the backup or online log without having the restore the entire database.
		4. Describe the solution's ability to limit log size	Contractor clients use the ApexSQL, which can be addressed through TraceFlags (please refer to ApexSQL for more information).
		5. Describe the solution's ability to archive and roll logs	ApexSQL can actively archive and roll logs assuming the database is online (please refer to ApexSQL for more information).
14	**DOCUMENTATION & TRAINING**	The Courts require a comprehensive documentation and training program developed by the Proposer in cooperation with the Court and delivered "just-in-time". The Proposer shall provide in-person training to end-users, technical staff and Court trainers. The training should go beyond simply navigating the system and should include training tailored to the role-based day-to-day operational system based activities of court stakeholders.	Tyler offers comprehensive training and documentation that is tailored to the users' roles. Tyler employs a dedicated team of experienced trainers who are ready to help your user community successfully make the transition to their new case management system solution. The on-site training program offers the following benefits: • A highly collaborative planning process that takes into account each client's unique needs • An iterative approach that involves the users prior to, during, and after the actual go-live • Flexibility in training approaches ranging from full-service, instructor-led training to train-the-trainer programs that leverage client resources and nontraditional remote training options. For this project, Tyler proposes on-site training supplemented by our Learning Management System (Tyler University).
		Training deliverables must include an effective combination of written material coupled with classroom sessions and hands-on practice. If computer-based modules or other delivery means are also available then please include them in your description when addressing the items below. All training materials shall be effectively cataloged, reusable, and modifiable by the Court. The Proposer shall describe what differentiates the documentation and training included with the proposed solution from documentation and training provided by competitive solutions. The description shall address each of the following areas:	Tyler strives for successful deployments and provides proprietary instruction and training materials to courts implementing a Tyler solution.
		1. Training Program Overview	A training program overview will be developed by agreed upon by the respective court and their dedicated Tyler resources.
		2. End User Documentation & Training	Tyler provides End User documentation and training as outlined in the associated statement of work/implementation project plan.

		3. Technical Documentation & Training	Tyler provides Technical Documentation & Training as agreed upon by the authorized court and Tyler personnel.
		4. Installation/Configuration Documentation & Training	Tyler provides Installation/Configuration Documentation & Training as agreed upon by the authorized court and Tyler personnel.
		5. System Administrator Documentation & Training	Tyler provides Administrator Documentation & Training as agreed upon by the authorized court and Tyler personnel.
		6. Troubleshooting/Maintenance Documentation & Training	Tyler provides Troubleshooting/Maintenance Documentation & Training as agreed upon by the authorized court and Tyler personnel.
		7. Interface Developer Documentation & Training	Tyler will discuss with respective court and developer regarding engagement level and resources provided.
		8. Train-the-Trainer Documentation & Training	Tyler strives for successful deployments and acknowledges the value of train-the-trainer resources. As such, Tyler will provide proprietary instruction and training materials to courts to assist in this endeavor.
		9. Self Service Documentation & Training	Tyler provides numerous self-service documentation, training and support resources for all partners with active support and maintenance.

#	Category	Requirements	Response/Description
15	**DATA MIGRATION**	The Courts requires that the Proposer have a defined approach for conducting data migration and experience with migrating data from the technologies currently in use by the Courts. The Proposer must perform an in-depth analysis of provided data structures and values, develop a plan for translating data, and develop procedures for migrating and validating data. The Court requires a very high degree of conversion completeness and accuracy with special regard for elimination of duplicate records.	Tyler has nearly 30 years of experience converting data. Tyler employs a dedicated and specialized conversion staff of nearly 50 full-time employees and follows a consistent process across all projects to ensure successful conversions. The team works with Tyler’s proprietary data conversion tools, which have been developed over the course of hundreds of conversions. The benefits of Tyler’s conversion approach include having: • A consistent, documented, and predictable process to provide the most complete and accurate transfer of data possible • Tools that both reduce conversion effort and improve overall quality to create a conversion solution that minimizes system down time and maximizes continuity of • Training for client technical resources where appropriate • Involvement of client and technical resources • A proven track record of success that works within all projected time and resource constraints

15.1	Data Conversion Philosophy, Approach & Methodology	The Proposer shall describe their strategy for conducting data conversion for the Case Management System project, including the philosophy, approach, methodology, tools and procedures to be used in developing conversion specifications and the identification of any potential issues. Describe the constraints and risks associated with data conversion for this project and how you will address these to ensure successful data conversion.	Many legacy justice systems tend to leave the quality of the data in the hands of the user community. If the legacy system did little to help ensure the quality of data, then it is extremely difficult, and sometimes impossible, to expect complete resolution through a data conversion. Therefore, we find it best to actively manage the expectations of the user community. Although we have experienced very positive feedback from user groups on the look and quality of converted data in Odyssey, we still recommend that users be cautioned against thinking that long standing data problems will disappear through conversion. Conversion carries over the data as is from the legacy system(s) to where it belongs in the new system. When Tyler performs data conversion, data is not updated or corrected, which keeps data conversion costs down to benefit the client. Changing data is not within the scope and would not be a desirable outcome for data management and client resources. In general, our recommended philosophy for conversions is to convert it all and to convert it as is. Contractor generally does not recommend conversions that filter the data unless it is clear the data is redundant, obsolete, or otherwise does not represent real justice data. In addition, we generally do not recommend conversions that alter data unless the data violates a rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data. Contractor has found that by establishing communication lines among selected user representatives and conversion project management, and setting expectations with the user community, we have been able to find solutions to data quality issues that allow for good process continuity without exploding project costs and timelines.

#	Category	Requirements	Response/Description
15.2	Document Image Migration Philosophy, Approach & Methodology	The Proposer shall describe their strategy for conducting the migration of document images from existing Document Management Systems into the Case Management System, including the philosophy, approach, methodology, tools and procedures to be used in determining migration specifications and the identification of any potential issues. Describe the constraints and risks associated with data conversion for this project and how you will address these to ensure successful document migration.	Document image conversions tend to be straightforward in Odyssey. Document images are stored in the filesystem for Odysey not in the database. This means that any popular file format such as PDF, TIF, JPG, PNG, etc. can be used for storing document images. To convert document images into Odyssey all that is required is an image file per document and an index file. The index file would contain file name and location information for all documents and a link to something in Odyssey like a case number or a party identifier so the document image can be properly linked in Odyssey. When the conversion runs it brings the index data into Odyssey to form the proper links between the document and converted data (for example a criminal case). The document images themselves are typically copied to a new location on the Odyssey file storage as part of turning on the production Odyssey system. There are only a few options such as where the document images will be linked in Odyssey. The copies can be time consuming based on the number of images and the network bandwidth. Fortunately, with proper planning many of the document images can often be copied in advance of other go-live activities.
15.3	Where and How	The Proposer shall indicate where and how data conversion will be performed. Describe the methods used to ensure data safety, security and confidentiality.	Security is maintained at all points of the conversion process. Once data is extracted from the client's current judicial system, it is transferred via FTP to a secure FTP site. If the client is performing the transfer to a Tyler ftp server, unique login credentials are created so only that client's login can perform the transfer that client's specific location. If Tyler is performing the file transfer, a secure FTP tool is used to connect to a secure site hosted by Tyler. The final option is when the client stages the data to a location. In this scenario, Tyler recommends that the directory or drive be secured and access granted to the login credentials used only by the conversion team. After the data is transferred to Tyler, it is moved to a secured database server and loaded into database instances that only the conversion team can directly access. Once the conversion work is complete and the project is live, the extracts and backup files are deleted from the Tyler network. Any extracts, archives, or versions of old data should be maintained by the client on the client's assets per their data retention and security policies.

#	Category	Requirements	Response/Description
15.4	Available Options	The Proposer shall explicitly describe which of the following data conversion services are available with the proposed solution:	Tyler can tailor the conversion approach to the needs of the individual Courts. Contractor's three basic models for conversion projects are as follows. • Client-led Collaboration – Most common for Contractor's large clients is the Client-led Collaboration; this is a very effective conversion method as it leverages the client's extensive knowledge of their own data. The client takes a lead role in the conversion with Tyler in a supporting consultant role. • Tyler-led Collaboration – If the IT staff is resource constrained, Tyler will lead the conversion, with the client in a supporting role. • Hand-off – Finally, for the most advanced IT staffs, Tyler will participate in the pilot stage only and hand-off responsibility for the complete conversion to the client at a prescribed time during project implementation. As a part of Contractor's conversion process, data cleansing can often be automated through Contractor's IFL and Tyler has achieved success automating the initial data cleansing activities. Tyler can perform additional data cleansing but since we are not as familiar with the data as the court, this approach is typically not as favorable or cost effective. For the majority of the Superior Courts in California, Tyler recommends an approach where we provide full data conversion in combination with automated data cleaning after the court performs manual data cleansing activities.
		1. The Proposer provides full data conversion from start to finish including the preliminary data cleansing.	Yes
		2. The Proposer provides full data conversion after the court performs an intensive data cleansing in advance of the actual data conversion.	Yes
		3. The court is responsible for all data conversion.	For the majority of the Superior Courts in California, Tyler recommends an approach where we provide full data conversion in combination with automated data cleaning after the court performs manual data cleansing activities.
15.5	Configuration Migration	In support of the configuration mentioned in Section 10 describe configuration migration between environments (Test, Production, etc.) and the tools to support configuration migration.	Tyler includes the Tyler Installation Manager System (IMS) to support migration between environments.
16	**VALUE-ADD TECHNICAL FEATURES**		
16.1	Paperless Court	The proposed solution should help courts' remove their dependency on paper. The Proposer should list any additional information not already covered that will help facilitate this.	Odyssey provides the Courts the powerful features and capabilities they need to move toward an electronic court and reduce their dependency on paper.

#	Category	Requirements	Response/Description
16.2	Print-On-Demand	The Proposer shall describe the scope of the solution's print-on-demand capabilities.	Odyssey utilizes Microsoft Word® for forms generation. Power users with appropriate access can create any number of form templates; taking advantage of all the formatting features in Word as well as Odyssey's ability to effective date document versions. When a document is generated, it can be directly sent to the printer and also converted to a PDF or TIF and attached to the case for permanent storage. If the document that is generated needs an electronic signature, those documents are merged and then sent to work queues for review and signature. Once signed, they can be directly sent to the printer and also converted to a PDF or TIF and attached to the case for permanent storage. Additionally, if parties to the case have opted into receiving electronic notices, they can automatically receive an email notification that a specific document (e.g. a hearing notice, docketing of a judgment, release, etc.) was generated.
16.3	Electronic Public Access	The Courts require that the solution be capable of supporting public access using common electronic communications means such as terminals, PCs, internal/external kiosks, smartphones or other personal devices. This access will be used for a variety of functions including access to case information, e-Filing by pro-se litigants, customer payments, legal research, etc.	Setting the bar for citizen's ease-of-use, Odyssey Portal is a Web-based application that allows public access to particular information in Odyssey. By utilizing Odyssey rights and roles, it provides the public, as well as judges, attorneys, court staff, jailers, and other agencies real-time access to the appropriate level of case, calendar, and party information from their PC, tablet, or mobile phone. By tracking data and documents accessed by users, as well as leveraging Odyssey's document security, the Portal provides secure, self-service access to Odyssey data.
		Describe how the proposed solution supports electronic public access, including the identification of features included in the solution that will ensure privacy and security during and after access by an individual. Additionally, identify any constraints or potential issues which must be addressed by the Court to support this capability.	Odyssey Portal's powerful features allow courts to easily manage and control what content users can query and view. User activity is tracked via the admin dashboard, allowing court administrators to see who is using their site, all the way down to the IP address level. The application's intuitive interface encourages citizens to self- serve, thereby increasing court efficiency and allowing court staff to be redeployed to other tasks. When authorized, users can access the information they need instantaneously, without waiting in lines or making unnecessary trips to the courthouse. Using protected accounts, registered users can access information 24/7, anytime and from anywhere, including register of actions, judgments and orders, court docket information, calendars and notices prepared by the court.

#	Category	Requirements	Response/Description
16.4	Non-Cash Payment Capability	The Courts require a comprehensive electronic commerce solution in the CMS. Describe the electronic commerce capabilities included in your proposed solution for the following types of transactions. Identify any constraints or potential issues which must be addressed by the Court to support this capability:	Tyler's fully integrated payment processing service provides a powerful and flexible tool which enables JBE to accept credit and debit either in person or online via the Web. As part of the Odyssey Portal the Courts can choose which cases are payable online, and whether partial payments and/or full payments are acceptable. Currently the ability to deposit into an escrow account is not available via the Odyssey Portal, however this function is available in Odyssey Case Manager. All fees are automatically managed through Odyssey. This solution is provided as a hosted service that manages the technology as well as the PCI validation process through Contractor pre-defined bank relationships. The consumer will be assessed a convenience fee for each payment transaction that is paid electronically using a credit or debit card.
		· Checks	Yes
		· Credit cards (in person, by phone and via Internet)	Yes
		· Automatic clearing house	No
		· Bank transfer	No
		· PayPal	No
		· Automatic drafts	No
16.4.1	PCI Standards Compliance	The Courts require that any component of the solution involved in the processing of credit card payments is compliant with the current version of the Payment Card Industry (PCI) Payment Application Data Security Standard (PA-DSS) and be a PCI Validated Payment Application for the processing of credit card payments both over the Internet and in card-present transactions. The Payment Card Industry Data Security Standard (PCI) Standard is available at https://www.pcisecuritystandards.org/.	Contractor has created a fully integrated ePayment solution for both online and cardpresent transactions that is PA-DSS compliant and requires no PCI validation from our customers. The client's servers and networks will never process, transmit, or store any unencrypted card data, removing them from the scope of any PCI audit.
		Describe how your solution meets these specifications or your plan to do so as part of the implementation. Describe any additional infrastructure or configuration necessary to limit the scope of Court PCI compliance to the greatest feasible degree.	The client's servers and networks will never process, transmit, or store any unencrypted card data, removing them from the scope of any PCI audit assuming they utilize Contractor's integrated ePayment solution.

16.5	Additional Features	The Proposer should list any additional technical information that has not already been covered and differentiates the proposed solution from competitive solutions.	Tyler's DataXchange allows independent implementations of Odyssey to seamlessly share information with each other out of the box. This feature allows an individual court to share information with other courts in the state on a particular case, party, or situation. Participating courts decide who they want to share information with and only those are provided responses to inquiries. Using DataXchange judges will finally be able to get a complete set of information on an individual that securely goes beyond county or court lines. When DataXchange returns queried data, only summary information, such as name, date of birth, social security number, driver's license number, etc., is immediately available and is stored in the private cloud. DataXchange includes a mechanism to query for detailed data, such as case information, which is not stored in DataXchange. Information security is critical and DataXchange was designed to ensure security and confidentiality. DataXchange is query-based and only stores a limited subset of data. Information is only shared under a strict set of guidelines and authorizations that the sharing agency specifies. DataXchange accomplishes one of the key original vision points of the California Court Case Management System (CCMS). Contractor understands that information sharing is essential to better decision-making and results in greater efficiencies. Tyler's DataXchange allows the Courts to access and share essential data, such as a judge in the courtroom needing to make decisions about bail, custody, penalties/fines, or access of warrants across the state.
16.5.1	System Integration with Supporting Software	Does the system allow for integrations with alternative software packages such as exhibit management, records management, court reporter and interpreter management/tracking, and jury management? List all of the software products the proposed solution integrates with. Provide the details of the integration and the location/court where the integration is currently being used.	Tyler offers our Integration Toolkit whereby custom applications can leverage Odyssey's published services (or APIs) to interact with Odyssey and its data. Development of Extension Packages requires technical knowledge and collaboration with a Subject Matter Expert to deliver extensions. Tyler has developed numerous integrations for our clients.

#	Category	Requirements	Response/Description
16.5.2	Vendor-hosted Solution	The Proposer shall describe if they offer a vendor-hosted solution and how it will meet the requirements of this RFP. Include in the response a description of the hosted solutions ability to authenticate through AD, if the CMS can run on a variety of cloud hosting solutions and the ability to interface with Office 365.	Odyssey is a highly configurable application that can be deployed in a traditional on-premise software license model or as a hosted Software as a Service (SaaS) solution. Both models provide the same functionally robust and mature application that is based on current Microsoft .Net technology. There are many advantages to a SaaS or Odyssey Online implementation that may greatly benefit the Superior Courts, depending on their existing IT infrastructure. Tyler's hosted model can reduce or eliminate costs such as computer hardware, software, maintenance, and the corresponding infrastructure resource requirements. Though there are advantages to a SaaS or Odyssey Online implementation, the realization of the benefits are based on the circumstances of each court. Odyssey has the ability to interface with Word in Office 365.

Table C. Saas Hosting

#	Category	Requirements	Response (Yes, No, in progress)	Explanation (not required for yes/no response)
1	FedRAMP certified	Federal Risk and Authorization Management Program (FedRAMP) certification is desired if vendor proposes a software as a service (SaaS solution. FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. FedRAMP consists of a subset of NIST Special Publication 800-53 security controls specifically selected to provide protection in cloud environments.	Yes	As a company that is currently focused on state and local government, Tyler is not FedRAMP certified. However, Tyler does understand that specific Federal-level compliance and/or security requirements are necessary for a successful partnership between Tyler and the County and adheres to many of the protocols associated with FedRAMP.
2	ISO 270001 certified	ISO 27001 certification is desired of vendor organization to ensure maturity in quality and process. Accredited certification to ISO 27001 demonstrates that an organization is following international information security best practices. The objective of the standard itself is to provide requirements for establishing, implementing, maintaining and continuously improving an Information Security Management System (ISMS).	No	
3	AICPA/SOC compliance	Are current AICPA/SOC 1, 2 and 3 reports (SOC 2 is preferred) available for vendor hosting services?	Yes	
4	PCI DSS compliance	Does vendor hosting facilities and the service offering comply with PCI DSS (Payment Card Industry Data Security Standard)?	Yes	
5	HIPAA compliance	Does vendor hosting facilities and the service offering comply with HIPAA Privacy and Security rules?	Yes	
6	Hosting Facilities	Are the vendor hosting facilities (including compute, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities located in the United States?	Yes	
7	Custodian Personnel	Do all vendor personnel potentially having access to the judicial branch data have background-checks, are authorized to work and based in the United States?	Yes	
8	Business Continuity /Disaster Recoverability	For vendor hosted solution, is there a disaster recovery solution in place to ensure business continuity in the event of a system or catastrophic failure?	Yes	
9	Client Data Integrity	Does vendor hosting solution include intrusion detection/prevention system to ensure judicial branch entity data integrity and access only by authorized accounts/personnel?	Yes	

10	Backups	Does vendor provide periodic incremental and full backup of judicial branch entity data?	Yes	As specified in Tyler's Support and Maintenance Agreement
11	Backups and Recovery	Does vendor provide recovery from backup upon client request or system corruption?	Yes	As specified in Tyler's Support and Maintenance Agreement

#	Category	Requirements	Response (Yes, No, in progress)	Explanation (not required for yes/no response)
12	Data Export	Does vendor have the capability to export clients' raw data in human readable and machine readable format to enable portability to another system, if necessary?	Yes	
13	Data Import	Does vendor have the capability to import clients' data, possibly from an existing system?	Yes	
14	Availability	Is vendor hosted solution available and accessible 24/7/365 to all authorized users (excluding scheduled maintenance)?	Yes	As specified in Tyler's Support and Maintenance Agreement
15	Section 508 Compliance	Does vendor solution user interface comply with Section 508 of the Rehabilitation Act of 1973? In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law (29 U.S.C. § 794 (d)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information that is comparable to access available to others	No	
16	Mobility	Does vendor solution support multiple device user interfaces (desktops/laptops, tablets, and smart phones) over HTTP/S? E.g. HTML5	Yes	
17	Mobile Apps	Does vendor solution include native apps available for tablets and smart phones?	Yes	
18	Mobile Support	Does vendor solution provide user interface that dynamically adjusts to varying device resolutions such as computer, tablet, or smart phone?	Yes	
19	Performance SLA	Does vendor hosted solution provide response time guarantees?	Yes	
20	Bandwidth measurement	Vendor solution shall have bandwidth consumption optimization measures in place.	Yes	
21	Performance SLA	Does vendor hosted solution provide automatic scalability without impacting existing service or SLA?	Yes	

22	Metrics Dashboard	Does vendor hosted solution include dashboard for monitoring performance and SLA metrics?	No	
23	Network Security	Does vendor hosted solution include distributed denial of service (DDoS) defense and prevention?	Yes	
24	Log Analysis	Does vendor hosted solution provide log data analysis tools available to clients?	No	
25	Confidentiality	Does vendor restrict exposing any part of client data whether direct, indirect or derived data with other third parties?	Yes	
26	Outage Scheduling	Does vendor hosting provide notice with reasonable lead time to client for any planned downtime, version upgrades, user interface changes, or feature upgrades?	Yes	

#	Category	Requirements	Response (Yes, No, in progress)	Explanation (not required for yes/no response)
27	Customer Support	Does vendor provide e-mail and phone based support?	Yes	
28	Assurance in confidentiality	Does vendor provide data privacy assurance, notification of any breach in security, and performance guarantee?	Yes	
29	Operational integrity	Does vendor have a published, enforced data governance policy and processes to ensure clients' data privacy and access?	Yes	
30	Product roadmap	Does vendor share their feature and release roadmap with clients?	Yes	
31	Privacy policies	Does vendor provide privacy policies documentation for hosted clients?	Yes	
32	Incident response	Does vendor hosted solution include incident management system along with documented policy & process in place to resolve any operational incident?	Yes	
33	Data management	Does vendor publish policies about data retention, deletion and destruction for hosted service?	Yes	Tyler will work with the County to ensure we meet local requirements.
34	Thin Client	Does vendor solution require client side plugins or installation?	No	
35	Availability SLA	Does vendor guarantee recovery point objective (RPO) for application availability in the event of system failure or disaster for hosted solution?	Yes	
36	Availability SLA	Does vendor guarantee recovery time objective (RTO) for application availability in the event of system failure or disaster for hosted solution?	Yes	

37	User Creation	Does vendor solution support user creation via batch upload of identity extract from active directory or existing systems?	No	
38	Roles Configuration	Does vendor solution support configurable role based access control?	Yes	
39	Workflow Configuration	Vendor shall configure document routing, approval, notification, and other workflow configurations in accordance with JCC IT detailed requirement.	No	
40	Single Sign-On Integration	Does vendor hosted solution support single-sign-on (SSO) with SAML 2.0 or ADFS?	No	SSO is supported for on-premise installations only
	Identity Management	Does your solution support Identity Management, including Business to Customer and Business to Business? If so, what services/protocols are supported?	No	
41	Private Networking	Does vendor hosted solution support private network connection or VPN tunnelling connectivity?	No	Only an internet connection is needed for Tyler's SaaS hosted solution.
42	User Training	Does vendor provide training materials and conduct interactive training sessions for proposed solution?	Yes	
	Public Access	Does the hosted solution provide public access portal?	Yes	

#	Category	Requirements	Response (Yes, No, in progress)	Explanation (not required for yes/no response)
	Justice Partner Access	Does the hosted solution provide a secured authenticated access portal for trusted justice partners?	Yes	Any justice partner may have authenticated licensed access to system if granted respective rights

1.0 Implementation and Deployment Services Overview

These are the requirements that set forth the roles and responsibilities of the parties for the Application Implementation and Deployment Services to be provided. These are the services required to devise a well thought out and thorough approach, a standards and best practices based methodology and deployment plan, and a successful deployment of the CMS Application.

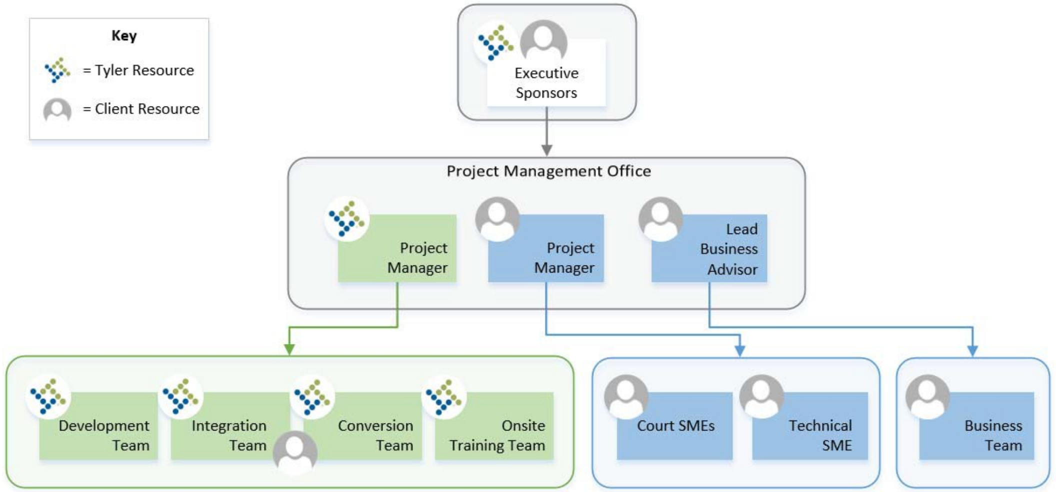
2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.1	Describe your implementation planning process (including project management, best practices, Organizational Change Management, Communications, and Personnel management).	The project manager will execute Tyler's Project Implementation Methodology (PIM). The PIM is based upon a combination of Project Management Institute (PMI) standards, the Project Management Book of Knowledge (PMBOK), and years of successful Tyler project management activity deploying justice solutions. Our methodology has been refined while implementing our courts and justice software in hundreds of courts. The Tyler PIM documents the steps, responsibilities, inputs, and outputs required to move successfully through each phase of the project and serves as the roadmap for the successful conduct of the project. This approach affords both the Courts and Tyler management the opportunity to ensure the project is proceeding per plan through an organized methodology and communication structure. Tyler will assign a dedicated Project Manager who will become intimately familiar with the Courts' business, management and governance structure, and processes. The Project Manager will be the primary point of contact for all issues related to project scope, issues, risk, and status. For this initiative, Tyler proposes that the Courts appoint a dedicated Project Manager, who will work in tandem with the Tyler Project Manager to manage all aspects of the project. This project management team will jointly oversee all the project activities, manage project scope, maintain issue and risk logs, prepare status reports, and conduct periodic status meetings with the Project Steering committee.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Tyler's project management approach seeks to effectively balance constraints of time, cost, and scope through: • A statement of work that clearly defines project deliverables and constraints as well as a formal process for managing scope change • Clearly defined roles and responsibilities for both the Courts and Tyler, including well-defined authority for approving project goals and scope • Direct and frequent communications • Continuous risk assessment and risk management • Substantial participation by the Courts in both the management and implementation of the project • A focus on organizational change through an open, responsive, and collaborative model
2.2	Describe your recommendation for roles your company personnel will assume and the roles that Court staff should assume in the implementation process.	Tyler believes that a clear project structure is vital to achieving the goals of any CMS implementation project. Tyler works with every client to establish the best governance and reporting structure early in the project to ensure project success. Project Governance A clear project structure is vital to achieving the goals of the project. The project organization should communicate and reinforce: • Chain of command • Division of responsibility • Communication of interdependencies • Escalation path for issues The figure below represents a typical implementation project organization. The actual structure will vary depending on client resource availability. These roles will need to be filled in any comprehensive implementation. The project organization has three distinct levels: Executive Sponsors, the Project Management Office (PMO), and the Project Teams.

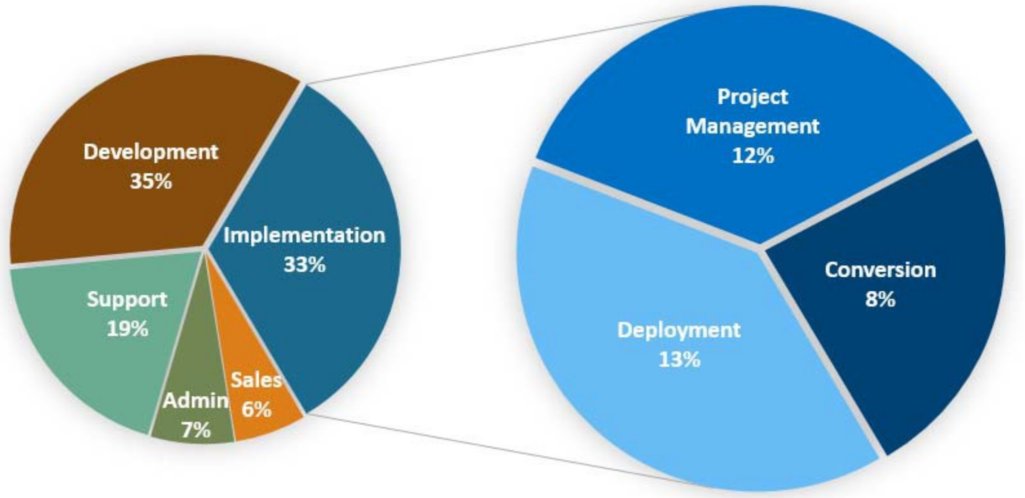
2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		 Key = Tyler Resource = Client Resource Executive Sponsors Project Management Office Project Manager Project Manager Lead Business Advisor Development Team Integration Team Conversion Team Onsite Training Team Court SMEs Technical SME Business Team
		Executive Sponsors The executive sponsors have the “big picture” in mind. They should include the individuals that were critical to the project being initiated. The sponsors must understand, support, and communicate the project vision to the organization. The Executive Sponsors have several key functions: • Visible commitment to and communication of project objectives • Final approval of any changes to the scope of the project • Final approval of recommended changes to court practices • Conduit to communicate and reinforce any court practice changes Project Management Office The project management office (PMO) is responsible for the day-to-day management of the project. The PMO should comprise the client project manager, Tyler project manager, and client lead business adviser. The Tyler project director will also participate in PMO activities periodically, or as requested.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		The client project manager is primarily responsible for delivering regular status updates to the project sponsors. Depending on the area, other members of the PMO will also participate in providing these updates. All the key project participants will report to the PMO. The PMO members will need to meet regularly to closely coordinate inter-related project activities. The PMO has several key functions: • Coordinates the Courts' and Tyler's activities • Manages project plan and budget • Prioritizes project issues • Evaluates all change requests • Delivers regular progress reports to executive sponsors • Responsible for communication and user relations • Manages issues from teams or users, escalates as appropriate to executive sponsors • Recommends practice and procedural changes • Puts in place project tools and methods

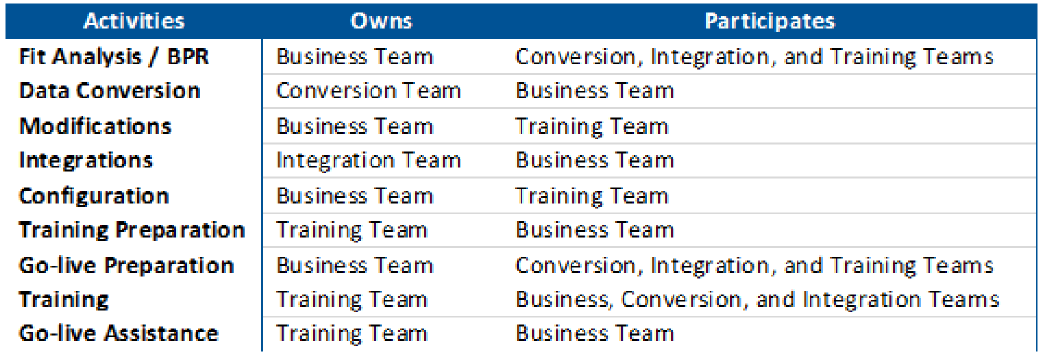
2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Tyler Implementation Team Generally speaking, Tyler completes all of our Odyssey implementations using our internal implementation staff. The figure below provides a graphical representation of the allocation of staff internally within the Courts & Justice Division. 

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Project Team Structure and Roles On-site Tyler resources report to the Tyler project manager with oversight from the PMO. Where additional resources are required for task-level activities, Tyler employs matrix reporting to provide the necessary supplemental resources. Tyler does not typically use a standard consultant services methodology to staff its implementations. Rather than assigning a fixed team of resources to the Courts, Tyler believes in establishing a permanent Tyler project management structure and then allocating resources to the client based on current project activities. Tyler maintains specialized teams for business analysis, training, integration, configuration, and development. While the project management team will be assigned to the project 100 percent of the time, other resources will be assigned on a task basis, based on the activities currently in progress on the project. This provides the client with the right resources, at the right time, for the right task. To perform the defined project activities, resources are divided into teams. These teams then conduct a joint fit analysis to validate project scope and to begin developing detailed plans for their respective project tasks. Typically, activities are assigned to the following teams:

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		• Business Team – Responsibilities include software modifications, application configuration, and business process re-engineering (BPR). • Conversion Team – Responsibilities include data conversion, validation, and verification. • Integration Team – Responsibilities include integration design, implementation, and testing. • Training Team – Responsibilities include training/help materials development, curriculum planning, scheduling, and training delivery. Teams are then assigned specific responsibilities for each activity. In all cases, a specific team retains primary ownership for a project activity. However, other teams may be specifically designated as activity participants. This collaborative approach ensures teams do not function in silos and cross-team information sharing occurs where appropriate. The table below depicts the project team participation in the project activities.
		

Activities	Owns	Participates
Fit Analysis / BPR	Business Team	Conversion, Integration, and Training Teams
Data Conversion	Conversion Team	Business Team
Modifications	Business Team	Training Team
Integrations	Integration Team	Business Team
Configuration	Business Team	Training Team
Training Preparation	Training Team	Business Team
Go-live Preparation	Business Team	Conversion, Integration, and Training Teams
Training	Training Team	Business, Conversion, and Integration Teams
Go-live Assistance	Training Team	Business Team

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.3	Describe how your proposed management practices, procedures and tools conform to industry best practices and describe the benefits of your approach. Include coordination and control of deployment activities in order to identify and mitigate issues; overall approach to communication at all levels for the life of the project; organizational change management process; staffing level management process and personnel management process.	Tyler’s project management procedures have been proven over time to yield highly successful results with our project implementations when looking at our 100% success rate with our implementations across the country. Tyler incorporates many PMI principles, carefully monitoring and controlling every aspect of the rollout. By including the client governance team and operational expertise, Tyler engages the customer at every step of the implementation which yields the most effective long-term benefit for the client. Tyler leverages its expertise as Odyssey software implementation experts, along with years of experience implementing exclusively to Courts and Justice clients, and combines that with the local knowledge and expertise of the individual client community. This model sets our clients up for future success as they contribute to the ownership of the solution, which garners buy-in and limits the negative impacts of organizational change management when implementing a new software system. Tyler relies on frequent informal and formal communication methods, and tracks project progress by looking at multiple Key Performance Indicators. Through regular status reports the project team will capture and report relative percentage completion for all phases of the project, including configuration, data conversion, overall issue identification and mitigation, as well as budget. Tyler also employs a series of quality control checks at regular intervals within the project delivery, referred to as Readiness Assessments, which apply a stop-light concept to key areas of the project. This specialized status report is delivered to key members of the Tyler management and Executive teams, and provides stringent project oversight through the duration of the project.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Tyler's staffing model ensures a dedicated Project Manager and a flexible team of human resources to ensure all of the tasks are completed according to schedule. This flexibility of a resource pool and a dedicated project manager ensure that the right resources are assigned to the right task, at the right time. Tyler's Project Manager and the Tyler Management team continually review the current and future project activities with an eye towards evaluating the staffing levels. Through refined implementation methodologies Tyler is able to consistently forecast the right level of resource for the duration of the project. Tyler also believes that resource consistency, when possible, yields effective long-term results in achieving a successful go-live. Tyler prefers to keep a consistent core project team engaged through the duration of the project and will discuss necessary staffing replacements with the client's management team.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.4	Describe how you would manage the use of any required interfaces or electronic tools that have been purchased and/or installed. Examples of local interfaces may include jail management systems, booking systems, juvenile detention management systems, imaging systems, and probation systems.	Tyler offers its optional Odyssey Integration Toolkit, which provides a standards-based integration platform for exchanging XML-formatted data between Odyssey and other applications, agencies, and vendors. The Toolkit provides inbound updates via a collection of Application Programming Interfaces (API) messages and outbound message publishing triggered by application business events. The Odyssey Integration Toolkit provides a robust set of APIs and XML notification components that allows reliable and maintainable access to the rich set of Odyssey data, while observing configured business rules and relationships. The Integration Toolkit comprises three areas: • API look-up services – Web services that respond to standard information requests to retrieve information from the Odyssey database and return it to the requesting application. • API update services – Web services that update information into the Odyssey database. All API services are schema-verified and transaction-based. • XML notification services – Configurable XML messages that are triggered by application business events, such as case updated, party updated, hearing scheduled, or warrant status updated. During solution design and development of the implementation, Tyler will work with the Courts to develop any necessary integrations. Tyler will also provide Odyssey Integration Toolkit Training so that the Court’s IT staff are empowered to build other integrations.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.5	Describe the process involved in implementing any required specific configurations, e.g., local ordinances, terms of probation and pretrial release, and the creation of standard local documents using case management information. Identify any local Court personnel required to accomplish the task.	Tyler Odyssey, our state-of-the-art case management solution, was designed to enable courts to establish a core structure that can unify multiple different locations, but still allow for local configuration. Local Configurations Tyler's Odyssey solution was built with the power and flexibility to meet this challenge. Odyssey manages configurations using a multilevel organizational chart that provides both the flexibility to set statewide standards where appropriate and local exceptions where necessary. Tyler expects Court subject matter experts in each of the Courts' major functional areas (such as Civil, Criminal, and Juvenile Delinquency) to provide input on setting of the local ordinances. Tyler's experts can also advise the Court on best practices that balance flexibility with long-term maintainability. Please refer to Tyler's response to 2.13 later in this section for a detailed description of the configuration and use of the organizational chart to manage local configurations.

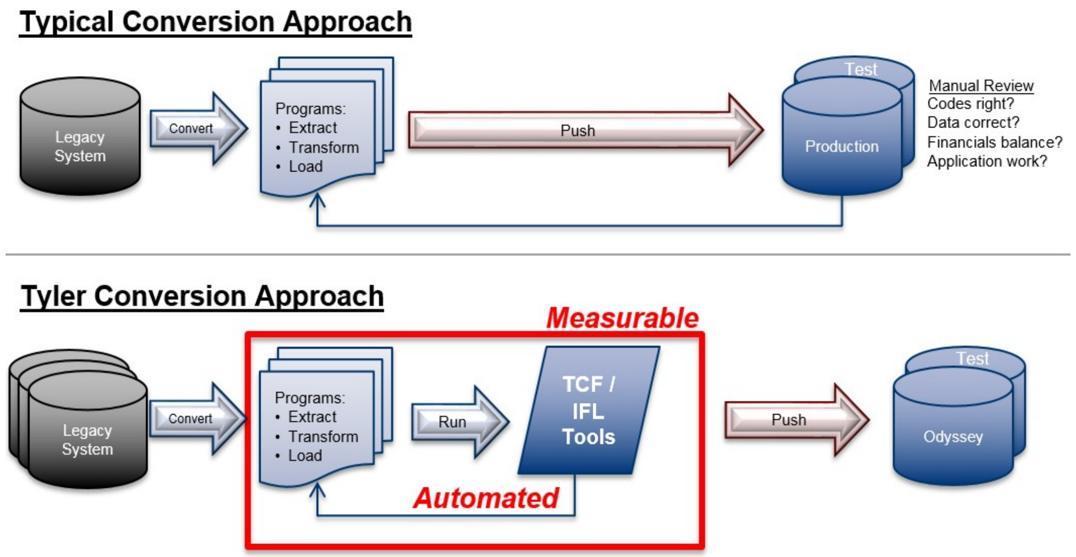
2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.6	Describe the process, resources, and expertise necessary in converting data from existing system into the new CMS.	Tyler’s Courts & Justice Division has performed hundreds of data conversions. These conversions have included both locally-developed databases and third-party vendor solutions in a wide variety of environments. The nature of these projects has varied as widely as the source systems. In some cases, we have received detailed layouts and documentation of the source system, as well as significant analysis assistance from clients and legacy vendors. In other cases, we have received almost no documentation or assistance, and the data analysis and mapping were performed almost exclusively by Tyler. Through these projects, we learned valuable lessons. First, data conversions are key project deliverables that are often critical path tasks in the project plan. Because of the unpredictable quality of legacy data, conversions are often high-risk activities that must be managed closely in collaboration with client stakeholders. Most of the problems encountered during a data conversion are business problems rather than technical decisions, and client participation dramatically improves the end product. Clients (particularly end- users and client IT personnel) tend to know their own data very well and are the best resources for data analysis and mapping activities. Additionally, we learned that many clients want to play a significant role in the data conversion process, up to and including the analysis, implementation, and operation of the conversion itself.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Data Conversion Goals The purpose of any conversion project is to convert justice data from one or more legacy systems in a manner that allows for the smooth transition, and continuation, of judicial business processes in Odyssey. The primary goals are to: • Provide the most complete and accurate transfer of data possible • Create a conversion solution that minimizes system downtime • Create a conversion solution that maximizes continuity of business • Work within all projected time and resource constraints Tyler has nearly 30 years of experience converting data. Tyler employs a dedicated and specialized conversion staff of nearly 50 full-time employees and follows a consistent process across all projects to ensure successful conversions. The team works with Tyler’s proprietary data conversion tools, which have been developed over the course of hundreds of conversions. The benefits of Tyler’s conversion approach include having: • A consistent, documented, and predictable process to provide the most complete and accurate transfer of data possible • Tools that both reduce conversion effort and improve overall quality to create a conversion solution that minimizes system down time and maximizes continuity of business • Training for client technical resources where appropriate • Involvement of client business and technical resources • A proven track record of success that works within all projected time and resource constraints

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Data Conversion Approach Tyler has unrivaled success in data conversions due to our proprietary tools such as the Odyssey Conversion Console (OCC). The OCC and IFL framework are solely used by Tyler and allows Tyler to reduce the personnel needed to a few data conversion experts for the Courts' implementation. This tool allows Tyler to more efficiently and accurately convert data in a measurable way.  Typical Conversion Approach Legacy System Convert Programs: • Extract • Transform • Load Push Test Production Manual Review Codes right? Data correct? Financials balance? Application work? Tyler Conversion Approach Measurable Legacy System Convert Programs: • Extract • Transform • Load Run TCF / IFL Tools Automated Push Test Odyssey

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Data Conversion Quality Many legacy justice systems tend to leave the quality of the data in the hands of the user community. If the legacy system did little to help ensure the quality of data, then it is extremely difficult, and sometimes impossible, to expect complete resolution through a data conversion. Therefore, we find it best to actively manage the expectations of the user community. Although we have experienced very positive feedback from user groups on the look and quality of converted data in Odyssey, we still recommend that users be cautioned against thinking that long standing data problems will disappear through conversion. Conversion carries over the data as is from the legacy system(s) to where it belongs in the new system. When Tyler performs data conversion, data is not updated or corrected, which keeps data conversion costs down to benefit the client. Changing data is not within the scope and would not be a desirable outcome for data management and client resources. In general, our recommended philosophy for conversions is to convert it all and to convert it as is. We generally do not recommend conversions that filter the data unless it is clear the data is redundant, obsolete, or otherwise does not represent real justice data. In addition, we generally do not recommend conversions that alter data unless the data violates a business rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data. We have found that by establishing communication lines among selected user representatives and conversion project management, and setting expectations with the user community, we have been able to find solutions to data quality issues that allow for good business process continuity without exploding project costs and timelines.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.7	Describe your process for coordinating user acceptance.	Accountability and closure are critical when implementing a large project. Just as you must crawl before you can walk, project tasks must be completed before additional tasks can successfully continue. Sign-Off Criteria To help facilitate forward momentum, Tyler implements a formal deliverable acceptance policy. This policy requires that all major tasks, milestones, phases, and deliverables contain a definitive completion event. This includes user acceptance of the CMS solution. Without formal delivery and acceptance, project completion can be delayed. Project delays ultimately lead to poor performance, budget overruns, and dissatisfied customers. To define, understand, and emphasize the effect of a delayed deliverable, Tyler classifies deliverables into three distinct categories: Minor, Major, and Critical. Tyler and the Courts’ will agree to the terms and definitions of Minor, Major, and Critical deliverables. Tyler and the Courts will agree to the classification of major and critical project scheduled tasks prior the end of the early phases of the project. Delivery dates are subject to change, provided written approval from both Tyler and the Courts designated stake-holders. The criterion below is provided as an example that we have used on other CMS implementation projects.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Minor Project deliverables classified as Minor represent actions that do not require executive sign-off. A minor deliverable can be missed or slightly delayed without creating a long-term project risk. Examples of minor deliverables include weekly status reports, follow-up to conversations or emails, etc. Consistently missing promised delivery of minor tasks can lead to more significant project issues and should be addressed on an as needed basis. A result of consistently missed minor deliverables could be that they are now classified as major deliverables. Delivery Assumptions: The delivery assumption for minor deliverables is that they are not included in the project work plan or schedule. Minor deliverables are generally run-of-the-mill answers to questions that arise, incidental planning documents that are unique to project or task circumstances, etc. Minor deliverables can be derived from meetings, emails, phone calls, and on site activities. Trigger: Consistent failure to follow-up on minor tasks. Result: Results can vary pending the circumstances. Often times the result is that expectations must be established or reset. In rare situations, failure to respond to minor deliverable requests in a timely fashion can result in the escalation of issues to project executive personnel.

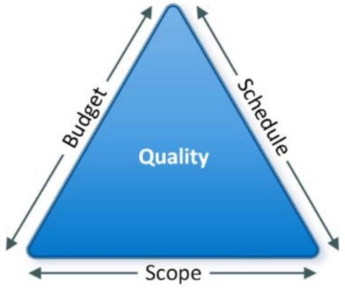
2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Major Project deliverables classified as Major carry a much greater risk to the project timeline and budget. Major project deliverables require signed management approval. Examples of major project deliverables include hardware environments, code mapping, configuration completion, and conversion review. Major requirements require delivery sign-off. Delivery sign-off indicates that the task or deliverable was completed to satisfaction and no further actions are necessary that otherwise will jeopardize the project status. Delivery Assumptions: Major deliverable items are assumed to be part of the project work plan and schedule. If the result of a major deliverable is documentation (business process rules, configuration guidelines, etc.), approval sign-off is expected within one week after the delivery of the documentation. If the deliverable is software related (conversion, custom development, etc.), approval sign-off dates should be documented in the project schedule and work-plan. Trigger: A documented deliverable that is pre-requisite for a task in the immediate future or a project task that is associated with a contract payment. Result: The project will move forward up to 3 business days. Without an agreed upon resolution, all project activities will cease immediately at the end of the 3rd business day past the original agreed delivery. To continue, a project Change Order may be required.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Critical Project deliverables classified as Critical represent tasks and activities that will immediately prevent the project from moving forward. Examples of critical activities include custom development delivery, conversion completion sign-off, go-live go/no-go decisions. Delivery Assumptions: Deliverables defined as Critical are task and milestones that are included in the project schedule and work plan. Critical items have defined delivery dates and defined deliverable sign-off dates in the project schedule. Where a sign-off date is not specified, the approval sign-off is one business day from the delivery date. Trigger: A documented deliverable that represents the end of a phase and the beginning of a new phase. Without completion, the project cannot continue. Results: All planned and in-progress activities on the project will cease immediately. To continue, executive level sign-off is required for any remedies and agreements prior to work starting again for the project.

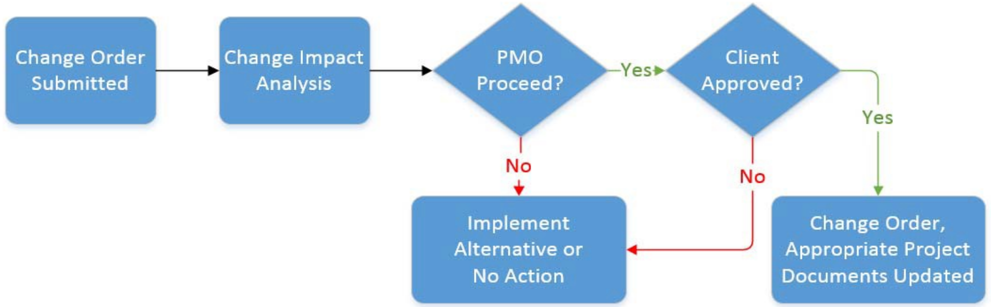
2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.8	Describe your process for implementing change management.	One of the most important components of our project management approach involves an effective change management process that minimizes any unplanned changes to overall project scope, budget, and schedule. Without a change management process in place, the project risk profile escalates, as there is a much higher risk of an unplanned change expanding one or all of these elements. An effective change management process requires identifying, tracking, and reviewing any potential changes to scope, budget, and schedule. Any potential revisions to scope, budget, and schedule will require the review and approval of the Courts, as part of the change management process coordinated with the Courts' Project Management Team. The relationship between these three components can best be described by the classic triple constraint model. Like the triangle below, if any one side expands, the other sides are also likely to expand. For example, if the schedule expands, it is likely to have an impact on the budget, given that resources may need to be committed for a longer period of time. Or, if the scope expands significantly, it may require an expansion in budget or schedule to realize the increased scope. Hence it is important to track changes to any of these three elements and their impact on the other two areas. Additionally, uncontrolled expansion of scope, budget, or schedule will affect the quality of the project. 

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		The Tyler Project Manager(s) will be sensitive to issues or risks that arise, threatening expansion of scope, budget, or schedule. The Risk and Issue management aspects of the change management process are intended to be the “early warning” signals of potential changes to these important project elements. These will be examined weekly and monthly for items that have the potential to cause a change. These items will be reviewed with the Courts’ Project Management Team. The Tyler Project Manager(s) will be sensitive to issues or risks that arise, threatening expansion of scope, budget, or schedule. The Risk and Issue management aspects of the change management process are intended to be the “early warning” signals of potential changes to these important project elements. These will be examined weekly and monthly for items that have the potential to cause a change. These items will be reviewed with the Courts’ Project Management Team. For example, a business process issue may have two resolution paths. One may be to alter the current process to take advantage of functionality that exists in the application. Another alternative would be to modify the application to accommodate the existing process. Of course, several factors can come into play in making the final decision including: statute, court rule, the effectiveness of the existing process versus an alternative, and so forth. Each approach would potentially have different impacts on different dimensions of the project. The issue management process would need to sort through these factors to be able to recommend the best overall approach. One path may lead toward invoking Change Management, the other may not. To finish our simple, yet common business process issue

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		• Changing the business process to match the software would likely be resolved in the Issue Management process and be documented in the Issue List and in the business process documentation. It would not need to be submitted to the Change Management Process unless it affected scope, budget, or schedule in some way. • Changing the software to accommodate the existing process could potentially introduce a change, so it would be escalated from the Issue List to be documented as a potential Change Order. • If there is a potential change, then a Change Order would be submitted to Change Management and go through the change process described in Figure X. As part of the project management, Tyler will actively manage scope, budget, and schedule to reduce the possibility of unplanned changes impacting the project and its quality.  Change Order Submitted Change Impact Analysis PMO Proceed? Yes Client Approved? Yes No No Implement Alternative or No Action Change Order, Appropriate Project Documents Updated

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.9	Describe your process for managing critical defect scenarios.	Incident Tracking - Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly. Incident Priority - Each incident is assigned a priority level which corresponds to the client’s needs and deadlines. Tyler and the client will reasonably set the priority of the incident based on certain “characteristics” that may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment. Incident Escalation - Tyler Technologies’ software support consists of four types of personnel: (1) Application Support Representatives: responsible for responding & resolving incidents (2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives (3)Support Managers: responsible for the management of support teams (4)Support Account Managers: responsible for day to day account management. If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Account Manager. Your Support Account Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.10	Describe your process for coordinating software upgrades and version management.	Annual releases and upgrades are included at no additional cost in Tyler's standard maintenance, support and upgrade program. Annual releases are downloaded and installed in the same manner in which the Courts would apply software patches and/or content releases using Tyler's Installation Management System (IMS). Tyler Technologies has hundreds of clients using the Odyssey suite of products. We encourage our clients to install annual releases and content patches when they are ready to add new functionality after all quality testing and field beta testing has occurred. In summary, the three types of software releases that Tyler provides are briefly described below: • Software Patches – Tyler releases software patches as necessary to address defects within the system. These are released on an "as necessary" basis and available to all customers through the Tyler IMS. • Content Releases – Tyler provides content releases to clients quarterly. These are typically provided in support of a particular client's go-live event or Odyssey deployment. These are available and deployed through IMS. • Annual Release – Tyler provides one major annual release of the software that combines all of the patches, content releases, and new features and functions into a single release. The annual release of the software goes through a full regression test prior to release. Tyler provides documentation available on our website and community forums including release notes and patch notes that describe newly developed software features and any functional or technical prerequisites.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
		Supported Versions We have provided clients with a release management tool that allows them to decide whether to take or not take a release based on their readiness and desire to take the functionality contained within the new release of Odyssey. However, the fact that most of our clients take a major release every year or two demonstrates the effectiveness of our strategy to empower our clients to manage their own release cycles. Tyler supports the two previous versions of the deployed software. In general, we try to keep all of our clients within three years of the then current release. Customers do not lose support for not moving to the current release.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.11	Describe the process employed to track and report progress in system deployment.	As described in our Project Management Methodology, the project manager sits at a paramount focal point on the project, receiving and distributing information to the project stakeholders. The project cannot be successful without a project manager who can manage the multiple communication lines and distribute information efficiently. Project Reporting Working with the Courts, the Tyler project managers will develop a communication plan that facilitates adequate communication to the right parties at the right time. This plan describes how information should flow within, to, and from the project. It identifies the stakeholders and what they need to know. By formalizing key project communications in this way, the project manager is proactively working to ensure that the project activities proceed smoothly, project participants meet expectations, and resources come together at the right time and place. The Tyler project manager and Court project manager will communicate throughout the project. The Tyler Project Manager will present regular status reports describing the progress made toward completion of the deliverables including project plan, resources expended, problems encountered, and corrective action taken.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.12	Describe the process and standards employed in determining when phases of deployment are satisfactorily completed.	After application changes are delivered, critical integrations are developed, configuration is finalized, and procedures are completed, the joint team will conduct a full system test of the completed business solution. This is meant to simulate the actual transition and initial operation of the system in production, and is sometimes referred to as a “mock go-live.” Some final configurations are performed, including update of case number pools, next receipt numbers and judicial pool paths. Solution Validation It is recommended that clients develop the proper use “test cases” based upon their day to day activities, in order to verify the application meets the needs of the most critical business processes. User acceptance tests are executed by the client based on those use cases within those test environments. The goal for end user acceptance testing is a full end to end test cycle. This testing will verify that all aspects of the project (configuration, forms configuration, security configuration, development, and integration, and procedures) are working seamlessly. Testing cycles should be completed on both existing and new case scenarios, and verify the system is operating at the expected level needed to support an end user go live.
2.13	Describe the process involved in implementing any required state and local configurations, e.g., implementation of state statutes and rules, creation of standard state documents, state calendar, etc. Include any Court personnel required to accomplish the task.	Odyssey’s configuration is highly flexible and rules-driven, allowing our customers to run the same code line of Odyssey releases in 13 different states while supporting their varied business processes. Except for a very few tables that are under the covers, all the code tables that users interact with are defined and maintained by the customer. That means that each Court can have codes, descriptions and associated configuration that are meaningful to their specific business, while also having statewide configurations that apply to all California Courts. Reports, form templates and business rules can be defined at both state and local levels and remain durable from release to release.

2.0 Implementation and Deployment Services

Item #	Implementation and Deployment Services	Response
2.14	Describe the process involved in assessing and recommending how the required hardware and software that will ensure improved performance for the end-users is to be achieved, and how it is scalable to meet the future needs of the Court	Tyler will work with each individual Superior Court to understand the Courts’ current IT environment, technological preferences, and IT constraints. Early in the project, Tyler technicians will be meeting with relevant Court IT staff to determine the optimal hardware, software and infrastructure for implementing a successful Odyssey CMS for the Courts.

3.0 Implementation and Deployment Services

The following sections set forth the Vendor's tasks, roles and responsibilities and the services for which the Vendor shall be responsible.

3.1	**Preliminary Business Analysis Services tasks, roles and responsibilities.** Preliminary Business Analysis Services include the tasks, activities and deliverables required by the Vendor to gain sufficient knowledge about the Court environment and overall Court requirements to enable creation of an implementation strategy and approach, a deployment plan and to successfully deploy the Application. The following table identifies the Vendor's and Court's Preliminary Business Analysis Services tasks, roles and responsibilities.	**Vendor**	**Court**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
	1. Participate in meetings with the Court to understand high-level court requirements, priorities and existing team and reporting structure within court.	X		None	
	2. **Deliverable**: Develop and present to court a Preliminary Business Analysis Plan that clearly highlights the Vendor recommended steps to obtain the required knowledge to start the deployment process. This plan should clearly articulate the key steps that will be performed by the Vendor for obtaining requisite knowledge as well as lay out the time and effort requirements from the court.	X		None	
	3. Review, approve and accept the Preliminary Business Analysis Plan.		X	None	
	4. Execute the Preliminary Business Analysis Plan and obtain the required knowledge to start the deployment process.	X		None	
	5. **Deliverable**: Document the results of Preliminary Business Analysis and present to Court.	X		None	
	6. Review, approve and accept the results of the Preliminary Business Analysis,		X	None	

3.2	**Implementation Strategy and Approach Services Tasks, Roles and Responsibilities.** Implementation Strategy and Approach Services are the activities and Deliverables associated with developing and refining the deployment and training strategy and approach and methodology that will be used for deployment of the proposed solution. The following table identifies the Vendor's and Court's Implementation Strategy and Approach Services tasks, roles and responsibilities	**Vendor**	**Court**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
	1. Deliverable: Document and present to Court the recommended Implementation Strategy and Approach, including a communication plan that accounts for all constituents (e.g., Courts and justice partners, etc.) and a technical environment plan that includes the scope and objectives of non-production and production environments.	X		The court will need to participate in the development of the technical environment plan. It is important that what is included in that plan is consistent with the courts overall technology strategy and environment.	Add court responsibility.
	2. Review, approve and accept the recommended implementation strategy and approach, communication plan, and technical environment plan.		X	None	
	3. **Deliverable**: Develop a Vendor Staffing Plan that identifies vendor staff levels required at various points in the project and supports the implementation strategy and approach.	X		None	

	4. Review, approve and accept the Vendor Staffing Plan.		X	The plan developed in #3 is the vendor's staffing plan. It is unclear what the court would be approving in the vendor's staffing plan.	This task may be unnecessary.
	5. **Deliverable**: Recommend a Court Staffing Plan identifies court staff levels required at various points in the project and that will support the implementation strategy and approach.	X		The court will need to be heavily involved with the production of this plan.	Add court responsibility.
	6. **Deliverable**: Develop and present to Court a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.	X		None	
	7. Review, approve and accept the methodology and toolsets for deploying the application.		X	None	
	8. **Deliverable**: Provide recommendations on appropriate deployment of logical environments to support vendor's recommended deployment strategy (e.g., testing, data conversion, etc.)	X		None	
	9. Review, approve and accept recommendations on appropriate deployment environments.		X	None	

3.3 Court Implementation Services

The Court Deployment Services are those services, as described in the following subsections that must be performed to successfully deploy the Application.

3.3.1 Implementation Requirement: Implementation/Deployment Project Management Services

Deployment Project Management Services are the activities and Deliverables associated with developing and maintaining a Court Implementation/Deployment project Plan and schedule for deployment of the CMS application. The following table identifies the Vendor's and Court's Deployment Planning Services tasks, roles and responsibilities.

Implementation/Deployment Project Management Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. **Deliverable**: Develop, document and maintain the Implementation/Deployment Project Plan throughout the course of the engagement. This plan is based on the approved overall approach, methodology and use of proposed toolsets and processes. Vendor shall update this plan on a periodic basis as defined by Court (e.g., monthly, bi-monthly). This plan shall be developed and maintained in Microsoft Project software or an alternative project management tool approved by Court. This plan shall include all required details such as staffing, timelines, key activities, milestones, deliverables, actual progress against plan, variances, etc. Implementation/Deployment Project Plan will take into consideration Court holidays.	X		None	
2. Review, approve and accept Implementation/Deployment Project Plan		X	None	
3. Establish, maintain and update a Deployment Knowledge Base with all deliverables and documents within the scope of the Deployment Services. In addition to full and accurate documentation of the Vendor's own activities, Vendor will include in the Deployment Knowledge Base all documents, information and data on which they rely to perform Deployment Services, including but not limited to the following: configuration guides, training manuals, assessment reports, user manuals, system level setup and procedures, all queries, form templates, reports and tuning parameters around the database or servers. The Deployment Knowledge Base must be fully indexed and key word searchable.	X		None	

3.3.2 Deployment Requirements: Infrastructure Assessment and Implementation Services

Infrastructure Assessment and Implementation Services are the activities and Deliverables required to assess and to validate that all components of the Court's technical infrastructure, which must be able to support the Application, DMS, and the traffic generated through their use. These components include, but are not limited to, desktops, laptops, network elements, scanners, printers, etc. Infrastructure Assessment and Implementation Services also include coordinating and managing the implementation of other needed components. The following table (Table 4) identifies the Vendor's and Court's Infrastructure Assessment and Implementation Services tasks, roles and responsibilities.

Vendor's Infrastructure Assessments and Deployment Services will focus on evaluating Court's infrastructure in four main areas:

1. **Desktop Environment –** Evaluation of desktop machines and devices, Operating System (OS), and required software components and printers.

2. **Network Environment –** Evaluation of bandwidth and capacity planning capabilities against anticipated traffic volumes due to implementation of the Application and DMS and projected growth.

3. **Data Center Environment –** Vendor will evaluate Court connectivity and environment readiness (e.g., Application, Data Exchange Infrastructure, DMS, etc.) based on the infrastructure recommendations from the Deployment Strategy and Approach and Planning phases.

4. **Document Management System Environment –** As part of DMS implementation, Vendor will undertake an assessment to determine additional infrastructure items (scanners, document scanning software, printers, and intermediate servers), storage requirements, and suitability for integration with Application integration components.

In addition, during the Infrastructure Assessment, Vendor will identify gaps, formulate recommendations, and communicate an action plan for Court to address the findings in the Infrastructure Assessment. Information will be shared with the Court at regular and pre-defined stages of the Assessment. Vendor will deliver the final Infrastructure Assessment Findings report to the Court for review and approval.

Infrastructure Assessment and Implementation Services Tasks, Roles and Responsibilities	**Vendor**	**Court**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
1. **Deliverable:** Develop and document an Infrastructure Assessment Plan and template for assessing all components of the Court's technical infrastructure.	X		None	
2. Review, approve and accept the Infrastructure Assessment Plan and template.		X	None	
3. Perform the infrastructure assessment for all technical components for the Court.	X		Court personnel are better positioned and knowledgeable to perform an assessment of their end-user devices (Workstations, printers, etc.).	Tyler will provide the court with the minimum specifications for end user devices and peripherals. The court will conduct whatever assessment of its end user devices it feels is necessary based on those specifications. Many courts that implement Odyssey do not need to conduct an assessment once they understand the Odyssey requirements.

4. **Deliverable:** Document and present to Court, the findings of the infrastructure assessment, including recommendations on specific areas that need to be upgraded, standardized or secured.	X		Court personnel are better positioned and knowledgeable to perform an assessment of their end-user devices (Workstations, printers, etc.).	Tyler will provide the court with the minimum specifications for end user devices and peripherals. The court will conduct whatever assessment of its end user devices it feels is necessary based on those specifications. Many courts that implement Odyssey do not need to conduct an assessment once they understand the Odyssey requirements.
5. Review, approve and accept the findings of the infrastructure assessment.		X	None	
6. Perform hardware and connectivity capacity planning for the Court.	X		None	
7. Review, approve and accept hardware and connectivity capacity planning.		X	None	
8. **Deliverable:** Document and present to Court an assessment of required hardware as well as the network infrastructure required at a minimum to support the rollout.	X		None	
9. Review, approve and accept the hardware and network infrastructure assessment.		X	None	
10. Manage the installation of any additional hardware or network infrastructure and coordinate with third parties as required.		X	None	
11. Review, approve and accept the installed hardware or network infrastructure.	X		None	
12. Measure bandwidth utilization per case type and minimum hardware required to support rollout.	X		None	
13. **Deliverable:** Provide documented findings to the Court of the minimum requirements for desktop hardware along with bandwidth utilization numbers to support sizing of the network to the hosting data center.	X		None	
14. Review, approve and accept documented findings.		X	None	

3.3.3 Deployment Requirement: Operational Process and Procedures Services

Operational Process and Procedures Services are the activities and Deliverables required to assess the existing Court case management processes and procedures, perform a gap analysis with the process options compatible with the Application and develop and document recommended case management operational processes and procedures the Courts will utilize with the Application.

Operational Processes and Procedures Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Identify current operational processes and procedures used for case management by working in conjunction with the Courts.	X		Documentation of current court processes should be conducted by court personnel.	Documentation of court processes should be a court responsibility. Court personnel know these processes and could complete this activity in a much more efficient and valuable manner. Tyler can provide the court with samples of how other clients have documented their business processes for the purposes of conducting a fit analysis. This activity does not need to be onerous on court personnel and can usually be conducted through simple documentation of key steps.

2. **Deliverable:** Assess the existing (“as is”) operational processes and procedures against the end state (“to be”) Application configurations, processes and procedures, and develop recommendations on processes that will meet Court’s requirements.	X		Documentation of “To Be” processes conducted prior to the Fit Analysis and configuration activities.	The “To Be” processes are defined throughout the implementation of the software, but primarily during the fit analysis and configuration stages of the implementation. It would be very difficult to document To Be processes at this time as the court personnel does not have enough knowledge of the Odyssey environment to understand how they will operate within the Odyssey environment.

3. Review, approve and accept the “as is” versus “to be” assessment and the process recommendations.		X	Documentation of “To Be” processes conducted prior to the Fit Analysis and configuration activities.	The “To Be” processes are defined throughout the implementation of the software, but primarily during the fit analysis and configuration stages of the implementation. It would be very difficult to document To Be processes at this time as the court personnel does not have enough knowledge of the Odyssey environment to understand how they will operate within the Odyssey environment.

4. **Deliverable**: Document approved Court procedures in a Court-approved format.	X		Documentation of Court Procedures	Similar to the exception taken above, it is too early in the implementation process to be documenting future court procedures. Court procedures will be developed throughout the implementation process as the system is being implemented and configured. Further, court personnel should be responsible for documentation of court procedures so that they are:
				• Familiar with the procedures and why the procedures were developed in that fashion. • Familiar with the procedures so that they can update those procedures as necessary in the future.

5. Review, approve and accept approved Court procedures.		X	Documentation of Court Procedures	Similar to the exception taken above, it is too early in the implementation process to be documenting future court procedures. Court procedures will be developed throughout the implementation process as the system is being implemented and configured. Further, court personnel should be responsible for documentation of court procedures so that they are:
				• Familiar with the procedures and why the procedures were developed in that fashion. • Familiar with the procedures so that they can update those procedures as necessary in the future.
6. **Deliverable:** Develop and provide the Court with a business impact analysis based on the "as is" versus "to be" assessment.	X		Conducting Impact Analysis	Similar to the exceptions taken above, it is too early in the implementation process to be developing such plans.

7. Review, approve and accept the business impact analysis.		X	Conducting Impact Analysis	Similar to the exceptions taken above, it is too early in the implementation process to be developing such plans.

3.3.4 Deployment Requirement: Application Configuration Services

Application Configuration Services are the activities and deliverables required to configure the Application to support the Court business processes. The following table identifies the Vendor's and Court's Application Configuration Services tasks, roles and responsibilities.

Application Configuration Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Conduct training sessions/system walkthroughs for Court business process staff to provide an understanding of the application and business context for configurations.	X		None	
2. Conduct SME Education Sessions about system and configuration impacts.	X		None	
3. Identify end state ("to be") configurations by working in conjunction with the Courts.	X		Identifying the "To Be" configurations	The "To Be" configuration is a result of the fit analysis and configuration activities. When configuration activities begin, there isn't a defined blue print for the end-result.
4. **Deliverable:** Develop a detailed application configuration strategy that will meet Court requirements.	X		Identifying the "To Be" configurations	The "To Be" configuration is a result of the fit analysis and configuration activities. When configuration activities begin, there isn't a defined blue print for the end-result.

5. Review, approve and accept the "as is" versus "to be" assessment and the configuration strategy.		X	Identifying the "To Be" configurations	The "To Be" configuration is a result of the fit analysis and configuration activities. When configuration activities begin, there isn't a defined blue print for the end-result.
6. **Deliverable:** Develop and document a detailed application configuration plan that links to data exchange configuration.	X		None	
7. Review, approve and accept the detailed application configuration plan.		X	None	
8. **Deliverable:** Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).	X		Creation and maintenance of a configuration workbook	Our experience shows maintaining documentation of the configuration is not a valuable activity, as the configuration is naturally documented within the application itself. For example, if the court wanted to know how the security rights and roles are configured, the system provides a complete look at current configuration. Any type of external documentation would be consistently out of date, as configuration within the system is changes consistently.

9. Review, approve and accept the detailed application configuration workbook.		X	Creation and maintenance of a configuration workbook	Our experience shows maintaining documentation of the configuration is not a valuable activity, as the configuration is naturally documented within the application itself. For example, if the court wanted to know how the security rights and roles are configured, the system provides a complete look at current configuration. Any type of external documentation would be consistently out of date, as configuration within the system is changes consistently.

10. Configure approved CIs as documented in the detailed application configuration workbook into the Application.	X		Conducting configuration/ roles and responsibilities.	Tyler works with our clients to configure Odyssey through conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have "homework" to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

11. **Deliverable:** Create and submit to Court a detailed configuration workbook listing the final application configuration details of the Application.	X		Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey through conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have “homework” to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

12. Review, approve and accept the configuration workbook.		X	Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey through conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have "homework" to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

13. Perform Application Configuration Services activities in synchronization with the Data Integration Services	X		Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey through conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have “homework” to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

14. Identify Forms, Notices, and Reports requirements and design by working in conjunction with the Court.	X		Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey thru conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have “homework” to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

15. **Deliverable:** Forms, Notices, and Reports Design Documents		X	Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey through conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have "homework" to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

16. Review, approve and accept Forms, Notices, and Reports Design Documents.	X		Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey thru conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have “homework” to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.

17. Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.	X		Conducting configuration/ roles and responsibilities	Tyler works with our clients to configure Odyssey through conducting configuration workshops focusing on specific areas (criminal, civil, family, security, forms, reports, etc.). The application is configured during these workshops and each member of the workshop will have “homework” to complete their area of configuration. Configuring Odyssey in a workshop setting not only configures the application for use, but also trains the court personnel on how to configure the application for future modification.
				It is critical to the long-term success of the system that the court be enabled and educated to make the appropriate configuration changes necessary without direct Tyler assistance.
18. Identify defects and changes.		X	None	
19. Remediate identified defects and changes.	X		None	

3.3.5 Deployment Requirement: Data Conversion Services

Data Conversion Services are the activities and Deliverables associated with the assessment, planning, mapping, scripting, conversion and testing required for the conversion of data from the current Court systems to the Application.

The following table identifies the Vendor’s and Court’s Data Conversion tasks, roles and responsibilities.

Data Conversion Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Identify sources of data from the current Court systems by working in conjunction with the Court.	X		Responsibility for identifying data sources	The court should be responsible for identifying which data sources it wishes to convert into the Odyssey environment.
2. **Deliverable:** Assess the existing (“as is”) sources of data (including software, code, functionality, and data) against the end state (“to be”) Application, and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source of data based on the assessment	X		None	
3. Review, approve and accept the detailed Data Conversion Strategy and Data Conversion Plan.		X	None	

4. **Deliverable:** For each source of data, develop and document the detailed data schema/maps from current systems to the Application.	X		Responsibility for mapping data	This is a shared responsibility activity that should be conducted by both Tyler and the Court using the Odyssey IFL tool. Tyler can do the actual mapping associated with this activity; however, the court needs to be significantly involved in the functional definition of the data elements being mapped. Determination of which elements can't, or shouldn't, be converted is a decision that the combined project team makes as part of the iterative nature of the data conversion process.
5. **Deliverable:** For each source of data, identify and document data elements which cannot be converted through the automated tools and/or other exceptions and develop a plan to achieve data conversion through alternative means (e.g., manual conversion, manual entry).	X		None	
6. Review, approve and accept mapping and plan for converting data elements which cannot be converted through automated tools and/or other exceptions.		X	None	
7. Configure data conversion tools, as required to perform data conversion.	X		None	
8. Provide all relevant technical documentation (development/configuration manuals etc.) on such data conversion scripts and tools.	X		None	
9. Perform data conversion through automated or manual processes as approved by Court.	X		None	

10. **Deliverable:** Create a comprehensive Data Conversion Test Plan for each source of data.	x		None	
11. Review, approve and accept all Data Conversion Test Plans.		X	None	
12. **Deliverable:** Conduct data conversion testing using Vendor's validation process, identify errors and exceptions and document and provide a report on the testing results to Court.	X		Responsibility for testing data conversion	The data conversion testing process is a mutually shared responsibility that should be conducted by both the court and Tyler.
13. Conduct data conversion re-testing until requirements are met.	X		Retesting until requirements are met	Tyler must ensure requirements are clearly defined.
14. Review, approve and accept conversion testing and retesting results.		X	None	

3.3.6 Deployment Requirement: Data Integration Services

Data Integration Services are the activities and Deliverables associated with the assessment, planning, design, development, modification, and testing of the data exchanges between the Court and county and state partners, and the Application. This includes justice partner exchanges, electronic filing and electronic services, as well as the Application portal. The following table identifies the Vendor's and Court's Data Integration Services tasks, roles and responsibilities.

Data Integration Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Create an inventory of existing data exchanges (local and statewide exchanges) including internal, justice partner, vendor, and public facing exchanges and portal access, and create a Gap Analysis that assesses the existing ("as is") state and scope of exchanges against the end state ("to be") state and scope of exchanges.	X		Responsibility for conducting task	The Courts should be responsible for creating the inventory of current data exchanges. The court has a much better idea of what data exchanges currently exist than Tyler does.
2. Identify data exchange requirements between the current Court and partner systems and the Application, and analyze them against proposed data exchange standards, public access requirements, etc. and present recommended exchanges to the Court.	X			Tyler will work with the Court to create an Integration Development Plan, which includes the suggested type of exchange, communication method, and whether any customizations would be required to complete the desired integration.

3. Ensure that such data exchange requirements between the current Court and partner systems and the Application are identified by working in conjunction with the Court and Court's county and state justice partners (e.g., law enforcement, public defender, DOJ, DMV). Additionally, ensure that any gaps or exceptions identified in configuration or data conversion affecting data exchanges as well as deficiencies in the data exchange standards are also assessed.	X		None	
4. **Deliverable:** Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.	X		Inclusion of new exchanges	Tyler does not recommend the inclusion of new data exchanges for the initial go-live of the application. Maintaining the status quo of data exchanges should be the goal of the initial go-live process; additional data exchanges can be addressed once the court is live and stable within the Odyssey environment.
5. Review, approve and accept the Gap Analysis.		X	None	
6. Discuss Gap Analysis results with Justice Partners.	X		Responsibility for conducting task	The Courts should be responsible for conducting this task.
7. **Deliverable:** Develop and maintain a detailed Data Exchange Deployment Plan consisting of the end-to-end process for exchange deployment (from the "as is" to the "to be" states) including organization of local data exchange deployment team, including Court, Vendor and justice partner resources, as needed.	X		None	
8. Review, approve and accept the detailed Data Exchange Deployment Plan		X	None	
9. **Deliverable**: Develop and maintain a data integration pre-testing activities workbook including connectivity of vendors/partners, development of Court policy file, and configuration of e-filing.	X		None	

10. Review, approve, and accept the pre-testing activities workbook.		X	None	
11. Perform the necessary activities to configure and deploy exchanges as required and approved by the Court.	X		None	
12. **Deliverable:** Conduct data exchange deployment (for both local and statewide exchanges) and integration testing using Vendor's validation process, identify errors and exceptions and document and provide testing and traceability matrix results to Court.	X		None	
13. Conduct data exchange deployment and integration re-testing until requirements are met.	X		None	
14. Review, approve and accept data exchange deployment and integration testing and retesting results.		X	None	
15. Provide Court with one data integration technical subject matter expert, as requested by the Court.	X		Undefined tasks	Following further clarification of scope, Tyler would be pleased to provide optional integration consulting within our projects (as we have done previously with other California customers).
16. Perform Data Integration Services activities in synchronization with the Application Configuration Services.	X		None	

3.3.7 Deployment Requirement: Document Management System (DMS) Configuration Services

Document Management System (DMS) Configuration Services are the activities and Deliverables associated with developing and implementing DMS infrastructure requirements and integrating the DMS with the Application at Court. The following table identifies the Vendor's and Court's Document Management System Configuration Services tasks, roles and responsibilities.

Document Management System Configuration Services Roles and Responsibilities	**Vendor**	**Court**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
1. **Deliverable:** Develop a DMS Integration Plan and Approach for integrating existing Document Management Systems (DMS) with Application.	X		None	
2. Review, approve and accept plan and approach for integrating existing DMS with Application.		X	None	
3. **Deliverable:** For Courts that do not have an existing DMS, provide a plan and approach for:	X		None	
· Gathering DMS requirements from the Court.				
· Implementing the DMS infrastructure required at the Court level (e.g., scanners, intermediate servers).				
· Integrating DMS use into Court-specific Application business processes (e.g., workflows).				
· Integrating the Court's DMS infrastructure with the hosted DMS application.				
4. Review, approve and accept plan and approach for DMS infrastructure implementation and integration with Application for Courts that do not have an existing DMS.		X	None	
5. **Deliverable:** Perform integration of (new as well as existing) DMS with Application.	X		None	
6. Review, approve and accept integration of (new as well as existing) DMS with Application.		X	None	
7. Coordinate the implementation of the DMS infrastructure required at the Court level and integrate with Application and the DMS application.	X		None	

3.3.8 Implementation Requirement: Testing Services

Testing Services are the activities and Deliverables associated with planning and executing testing for Acceptance by the Court of the entire set of contracted Deployment requirements (e.g., configuration, exchanges). The following table identifies the Vendor's and Court's Testing Services tasks, roles and responsibilities.

Testing Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. **Deliverable**: Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, application configuration testing, roles-based access testing and Court Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.	X		None	
2. Review, approve and accept the Test Plan.		X	None	
3. Prepare and document test cases, test scripts and test data as required by the Test Plan.	X		Responsibility for development of test scripts	The Courts are responsible for development of any test scripts. Further, test scripts must be developed and included within the design phase for all application enhancements and improvements. Tyler's responsibility as an application provider is to provide an application that is free of material defects and in accordance with the application specifications.

				Development of testing scripts after the application design process is complete, or after the applicable decisions have been made to accept functionality within the Fit Analysis, can often times introduce new requirements into the process that were not planned for or approved by either the court or Tyler.
				Tyler recommends that the same sample cases, test scripts, and scenarios used during the fit analysis process move forward into the configuration process and ultimately get used a final time during the testing process.
4. Review, approve and accept test cases, test scripts, and test data.		X	None	
5. **Deliverable:** Perform end-to-end testing, network performance testing, data integration testing, application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all Application release versions issued prior to a Court's Final Acceptance of the Services.	X		None	
6. Support Court Acceptance testing processes.	X		None	
7. Conduct Court Acceptance testing.		X	None	

8. **Deliverable:** Manage, identify, classify, and document to Court any Deployment Services-related deficiencies or errors found as a result of testing, using Court-prescribed tools.	X		None	
9. Resolve Deployment requirements-related deficiencies and errors found as a result of testing. Such Resolution shall include retesting.	X		None	
10. **Deliverable:** Document and provide to Court the testing and retesting and traceability matrix results for Court approval.	X		None	
11. Develop any additionally needed test scripts for any subsequent Application releases prior to a Court's Final Acceptance of the Services.	X		None	
12. Review, approve and accept testing, retesting and traceability matrix results.		X	None	

3.3.9 Implementation Requirement: Cutover and Stabilization Services

Cutover and Stabilization Services are the activities and Deliverables required to successfully manage the Cutover from existing systems to the Application ("go live" support) without affecting the day-to-day functioning of the Court and ensuring that the transition process to the Application is completed quickly and in the most efficient manner possible. The following table identifies the Vendor's and Court's Cutover and Stabilization Services tasks, roles and responsibilities.

Cutover and Stabilization Services Tasks, Roles and Responsibilities	**Vendor**	**Court**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
1. **Deliverable:** Define and document to Court the Cutover and Stabilization Services Plan to be performed by Vendor.	X		None	
2. Review, approve and accept the Operational Cutover and Stabilization Services Plan.		X	None	
3. Perform and coordinate cutover activities in accordance with the Cutover and Stabilization Services Plan.	X		None	
4. Provide expert on-site support to Court personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.	X		None	

5. Provide expert on-site resolution of any issues or problems that may arise in the post-Cutover transition stabilization period and/or manage resolution through approved processes and procedures.	X		None	
6. Perform all activities as provided, at minimum, in the court defined exit criteria.	X		None	
7. Coordinate with Court help desk as required, including problem management and Incident management processes.	X		None	
8. Train Court help desk and provide requisite help desk scripts and tools for Deployment Services and daily support and maintenance.	X		None	
9. Review, approve and accept scripts.		X	None	

3.3.10 Implementation Requirement: Training Services

Training Services are the activities and Deliverables associated with training the Application configuration administrators and End-Users for the purpose of supporting the Application and fully utilizing the functions and features of the applications through formal training (which may include classroom training, computer or web based training) and informal methods during the Deployment. The following table identifies the Vendor's and Court's Training Services tasks, roles and responsibilities.

Training Services Roles and Responsibilities	**Vendor**	**Court**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
1. **Deliverable:** Develop, document to Court and maintain a Court Training Plan, including training schedule, instructor requirements, court facilitator requirements, module/class structure, Court facilities requirements, alternative facility options, and specific training data issues.	X		None	
2. Review, approve and accept the Court Training Plan.		X	None	
3. **Deliverable:** Provide Application configuration and administration training to administrators.	X		None	
4. **Deliverable:** Provide Application End-User training and Court help desk training.	X		None	

5. **Deliverable:** Provide ongoing, pre-scheduled Application End-User training and Court help desk training for any subsequent Application releases prior to Court's Final Acceptance of the Services.	X			Tyler provides annual releases of our software with release notes, and we work with our clients to ensure that they are able to take advantage functions within those releases. Tyler U ensures existing staff understand how to use the latest Odyssey features and capabilities, making them more efficient and productive. Tyler U can be accessed from any PC or mobile device at no charge.
6. Create and maintain the training configurations on the Application training instances as requested by Court.	X		None	
7. **Deliverable:** Provide e-filing and DMS operational training to Court-specified End-Users.	X		None	

8. **Deliverable:** Provide Court-specified End-Users with ongoing, pre-scheduled e-filing and DMS operational training for any subsequent Application releases prior to a Court's Final Acceptance of the Services.	X			Tyler provides annual releases of our software with release notes, and we work with our clients to ensure that they are able to take advantage functions within those releases. Tyler U ensures existing staff understand how to use the latest Odyssey features and capabilities, making them more efficient and productive. Tyler U can be accessed from any PC or mobile device at no charge.
9. Review, approve and accept training.		X	None	
10. Review, approve and accept justice partner training session.		X	Scope of training to include justice partners	The scope reflected within our cost proposal does not include training of justice partners. Tyler can provide these services as necessary at the predefined hourly rates.

3.4 Implementation Requirement: Project Management Services

Implementation Project Management Services are the activities and Deliverables associated with providing project management throughout the term of the engagement. The following table identifies the Vendor's and Court's Implementation Project Management Services tasks, roles and responsibilities.

Implementation Project Management Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Provide project strategy and direction including overall scope and timelines.		X	None	
2. Provide, and review with Court, Vendor project metrics reporting on Vendor's accomplishment of milestones, SLRs and associated Deliverables.	X		None	
3. Review, approve and accept project metrics, SLRs, milestones and Deliverables.		X	None	
4. Develop and present to the Court remediation plans to resolve Deployment Services related issues.	X		None	
5. Review, approve and accept remediation plans to resolve Deployment Services related issues.		X	None	
6. **Deliverable:** Participate in the creation of a Court-specific release plan.	X		None	
7. Coordinate the Application releases between the Courts through the pre-production environments to the production environment.	X		None	
8. Participate as requested by Court in technical and business planning/governance meetings to establish and communicate decisions.	X		None	
9. Adhere to Court Incident and problem management processes and tools.	X		Adherence to unknown processes and tools	Tyler cannot agree to adhere to court incident and problem management processes and tools when those have not been shared and may vary from court to court.

10. Vendor Project Manager shall schedule and conduct weekly project status meetings with appropriate Vendor resources in accordance with the Project Communications Plan with Court Project Manager and other key Court participants as the Court Project Manager may require.	X		None	
11. Participate in weekly project status report meetings.		X	None	
12. **Deliverable:** Provide written weekly project status reports to the Court Project Manager including status updates of applicable items in the Project Plan (e.g. the project schedule) in a format agreed to by Court, including escalation of any issues and risks that may impact Critical Milestones, as well as issue and risk mitigation actions.	X		Frequency of status reports	Tyler does not object to this requirement; however, the frequency of project status reports is best determined based on the scope and duration of the project. Weekly status reports may be necessary for a smaller project with tighter timeframes; however, for multi-year implementation projects this frequency level may not be appropriate.
13. Execute projects using PMI best practices including standard project life cycle activities, project initiation, planning, execution, control and closure, and Acceptance.	X		None	
14. Coordinate all Services, activities and dependencies and serve as the single point of contact/interface to Court including coordinating Vendor, Third Party and Court resources to ensure the on-time delivery of tested/quality checked Deliverables as defined in the Project Plan.	X		None	
15. Prepare and present a quarterly Executive Management Report in a mutually agreed upon format.	X		None	
16. **Deliverable:** Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.	X		None	
17. Provide single portal access for all documents and reports	X		None	
18. Provide a regular Implementation Summary Report that includes current status of milestones, Court milestones, and all SLRs.	X		None	

19. Review, approve and accept Implementation Summary Report.		X	None	
20. **Deliverable:** Develop overall approach and strategy to manage and maintain a Deployment Knowledge Base that will contain deployment documents and Deliverables from Court deployment, including recommendations on content, structure and tools.	X		None	
21. Review, approve and accept overall approach and strategy to manage and maintain a Deployment Knowledge Base.		X	None	
22. **Deliverable:** Manage and maintain the Court-specified Deployment Knowledge Base throughout the Application deployment process, incorporating Application documents and Deliverables.	X		None	
23. **Deliverable:** Update the Deployment Knowledge Base with all deliverables and documents for Court as a part of Cutover and Stabilization Services.	X		None	
24. Review, approve and accept the updated Deployment Knowledge Base after all deliverables and documents.		X	None	

3.5 Implementation Requirement: Customer Satisfaction Management Services

Customer Satisfaction Management Services are the activities associated with developing, implementing and reporting on Customer Satisfaction surveys to the Court Project Management team. The following table identifies Vendor's and Court's Customer Satisfaction Management Services tasks, roles and responsibilities.

Customer Satisfaction Management Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Establish Customer Satisfaction Survey requirements for Court.		X	None	
2. **Deliverable:** Develop Customer Satisfaction Survey in accordance with Court's survey requirements.	X		None	
3. Review, approve and accept Vendor developed Customer Satisfaction Survey.		X	None	
4. Conduct quarterly Customer Satisfaction Surveys to the Court.		X	None	
5. Meet with Court to review Customer Satisfaction reports and make recommendations on how to resolve customer dissatisfaction.	X		None	
6. **Deliverable:** Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.	X		None	
7. Review, provide additional input as required, approve and accept Customer Satisfaction Project Plan.		X	None	
8. Execute Court-Accepted Customer Satisfaction Project Plan.	X		None	

3.6 Additional Services Available to Courts

3.6.1	**Document Scanning Services**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
	Data Conversion Services are: (1) the activities and Deliverables associated with the assessment, planning, mapping, scripting, performing data conversion and testing for the conversion of data from the current Court systems to the Application; and (2) the activities and Deliverables associated with scanning documents into the DMS, linking these documents to their appropriate actions in the Application and performing quality assurance testing to ensure that documents have been properly scanned and linked.	Tyler does not provide these services.	
3.6.1.1	**Manual Data Entry and Scanning Services**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
	Where desired by a Court, Vendor will provide the following document scanning and manual data services.	Tyler does not provide these services.	
	Vendor will work with the Court to define and document local scanning and manual data entry requirements including the quantity and type of documents to be scanned. Load scripts will be developed for linking the scanned images back into the Application. It is the Court's responsibility to provide the documents in accordance with the requirements herein regarding Data Safeguards.	Tyler does not provide these services.	

3.6.1.2 Document Manual Conversion Strategy	Issue	Proposed Solution/Rationale and Benefit to the Court
Vendor will develop the details surrounding what information needs to be manually converted. The following is a list of tasks associated with the Manual Conversion Strategy Deliverable:	Tyler does not provide these services.	Tyler's assessment and recommendation of manual conversion effort depends wholly upon the analysis of the Court's legacy data. Legacy systems that rely on user interaction as a quality control method do not always capture data in a valid manner. Tyler will work with the Court to understand which data elements from the legacy system are challenged with quality control or other issues that may necessitate the choice of a manual data conversion of those elements.

		In the event that a manual conversion effort of a data element is required, the Court will be responsible for that manual conversion effort with Tyler assistance.
1. Determine legacy elements that will not be programmatically converted using the developed conversion routines. The Court will have an opportunity to decide whether there is value in manually converting the data—in other words, does the data warrant manual conversion (e.g., document scanning) or can the data remain in the hard copy case file?	Tyler does not provide these services.	
2. Determine the elements in the Application that will be assigned a default value as a result of missing legacy data. Some legacy systems will not have the information needed to create an entity in the Application. Therefore, Vendor will work with the Court to identify what default values or assumptions are needed to allow for legacy case processing in the Application.	Tyler does not provide these services.	
3. Determine the fields that are affected by the missing or defaulted data and provide a plan for correcting or completing the information in the Application. This task gives the Court visibility on what business processes (if any) may need to be reviewed in order to support the data structure because this may include a workaround or a manual data entry during Court case processing.	Tyler does not provide these services.	

3.6.1.3 Manual Data Entry	Issue	Proposed Solution/Rationale and Benefit to the Court
Manual conversion is addressed through the execution of manual data entry.	Tyler does not provide these services.	
For manual data entry efforts, Vendor will provide the Court with a template data mapping guide and will work with the Court to complete the guide to support manual data entry activities. The Court is responsible for acquiring and entering the data required by the guide. The data mapping guide will:	Tyler does not provide these services.	
Lay out the types of documents that are to be manually data-entered and the process that a non-Court staff member would use to quickly recognize and categorize the legacy documents.	Tyler does not provide these services.	
Identify the data elements that should be extracted from each of the legacy document types to be manually data-entered.	Tyler does not provide these services.	
Identify the mapping of legacy record type to the Application record type.	Tyler does not provide these services.	
Explain the types of data anomalies that are likely to be encountered in each legacy record type and the process that should be used to resolve or flag each of these issues.	Tyler does not provide these services.	
In order to support manual data entry efforts, the Court will provide one day of training per legacy system on the specifics of manually entering case file data from that Court.	Tyler does not provide these services.	
Additionally, the Court will provide Monday-through-Friday telephone contact, during Court business hours, with an individual who can respond to questions from data entry Vendor Staff and provide direction on how to proceed with specific data entry issues.	Tyler does not provide these services.	
Manual data entry will be done on a case management entity-by-entity basis. Case management entities include base case data, participant record, event record, disposition record, dismissal, judgment, and filing information. Note that creating a case through manual data entry will involve entering many component case management entities.	Tyler does not provide these services.	

For the purposes of manual data entry, a record is defined as a case management entity such as a case initiation, filing, participant, judgment, or event. The Court will determine the minimum information that must be entered for each entity.	Tyler does not provide these services.	

3.6.2

3.6.2 Conduct Document Scanning at the Court	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
Vendor resources will conduct document scanning for a Court. The Court will provide facilities for the imaging team. Vendor B17 and imaging equipment and resources to use at the Court. The Court will be responsible for provision of space, tables, power, and general office equipment to support any on-site scanning to be undertaken. All space shall be located in such a way to minimize the need for Vendor Staff to move documents long distances or between floors and buildings between the document preparation and quality control process. The space available limits the number of imaging workstations and personnel that can work concurrently and will impact the overall schedule. A minimum of 200 square feet is required to support a single threaded imaging workflow.	Tyler does not provide these services.	
On-site scanning work will be structured in such a way that an imaging team can come to the Court and work 40 hours per week continuously until work is complete.	Tyler does not provide these services.	
Courts will commence local scanning for documents received subsequent to the files being removed for bulk scanning. The Vendor Staff will develop an approach for appending the documents scanned at the Court and at the Vendor location into a single file at time of Cutover.	Tyler does not provide these services.	
Steps included in this task include:	Tyler does not provide these services.	
1. Document Preparation. Files will be reviewed and prepared for scanning. Files will be extracted from the storage containers or file folders, and placed in trays for production. Tray header sheets containing a barcode identifying the originating box will be generated from the scanning system and placed in each tray for inventory control and tracking purposes. Each tray header barcode will then be scanned into the scanning system, beginning the tracking of individual trays containing folders. The trays will then be transferred to the production area.	Tyler does not provide these services.	

Vendor will prepare the Case Files for scanning by removing blank pages from the files, removing any fasteners such as paper clips and staples, unfold, orient the pages up-right read-right, and tape any tears to limit further damage from conversion equipment. Files to be converted were likely compiled by a variety of sources and therefore are likely in a mixed condition and state of preparedness. Files may contain various page sizes, paper weights, background colors, ink colors, and document conditions. Patch cards will be placed between each folder and will be read by the scanner to indicate the beginning of a new folder for document sequencing purposes.	Tyler does not provide these services.	
2. Imaging. Documents will be imaged and then reviewed through a quality control process to catch scanning and pagination errors.	Tyler does not provide these services.	
Vendor will scan pages to TIFF, group IV image files or other format as required by the AOC (e.g., .PDF) and determine that pages within the file are scanned. Scanning will be done in duplex mode to capture images from double-sided forms.	Tyler does not provide these services.	
A Scanning Operator will scan the tray header into the scanning system. The Operator will remove the files from the tray and begin the scan process. As the documents are being scanned the capture system will detect that it has encountered a file header sheet and will automatically create a new batch. The Scanning Operator will visually compare images being scanned to look for skewed pages; double fed documents, missed batch level or document level barcodes, and any documents that may have been scanned improperly (additional reviews occur during quality assurance and indexing functions). If the Scanning Operator should find any problems, the functionality must be present to rescan, insert, or delete any pages at the scan station.	Tyler does not provide these services.	
During the scanning process, each page will be assigned a unique Document Control Number (DCN). The DCN provides the ability to track a certain page back to the file level, tray level, and box level.	Tyler does not provide these services.	
3. Indexing. Once scanned, documents are sent to an indexing group where they are reviewed and the appropriate data elements are added to the document metadata so that they can be attached to the case management record in the Application. Indexing is limited to a single data element such as a document ID number.	Tyler does not provide these services.	

The images will be routed to Indexing to create digitization of the required fields. A final edit program applies any applicable business rules defined by Court to perform checks on the data for validation. Errors found are routed to an experienced indexer to make the necessary corrections.	Tyler does not provide these services.	

3.6.3 Document Scanning and Manual Data Entry Services Roles and Responsibilities

The following table identifies the Vendor's and Court's Manual Data entry and Document Scanning Services tasks, roles and responsibilities.

Document Scanning and Manual Data Entry Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Determine Overall Document Scanning Approach.	X		Tyler does not provide these services.	
2. Identify Types of Documents to be scanned.		X	Tyler does not provide these services.	
3. Identify Meta-Data to be attached to the scanned documents.	X		Tyler does not provide these services.	
4. Identify the Mapping of the scanned document to the Application Record.	X		Tyler does not provide these services.	
5. Identify Potential Data Anomalies.		X	Tyler does not provide these services.	
6. Provide training to data entry Vendor staff.		X	Tyler does not provide these services.	
7. Review documents to be scanned for Exceptions.		X	Tyler does not provide these services.	
8. Modify documents as needed to reduce Exceptions.		X	Tyler does not provide these services.	
9. Prepare documents for scanning or manual entry.	X		Tyler does not provide these services.	

10. Develop data mapping guide.	X		Tyler does not provide these services.	
11. **Deliverable:** Manual Data Conversion Report.	X		Tyler does not provide these services.	
12. Review, approve and accept Manual Data Conversion Report.		X	Tyler does not provide these services.	
13. **Deliverable:** Scanning Completion Report.	X		Tyler does not provide these services.	
14. Review, approve and accept Scanning Completion Report.		X	Tyler does not provide these services.	
15. As required, perform redaction of scanned/converted data.		X	Tyler does not provide these services.	
16. Index Documents scanned.	X		Tyler does not provide these services.	
17. Provide telephone support for scanning, data entry and indexing Vendor Staff.		X	Tyler does not provide these services.	
18. Attach scanned Documents to Case Management Records in the CCMS Application.	X		Tyler does not provide these services.	
19. Return Documents.	X		Tyler does not provide these services.	
20. Submit Results of scanning activities.	X		Tyler does not provide these services.	

3.7 **E-filing Implementation Services**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
As is detailed throughout our proposal, Tyler offers both EFSP and EFM services through our Odyssey File and Serve application. Odyssey File and Serve is a completely integrated eFiling component of the Odyssey environment. Odyssey File and Serve can accept filings from multiple EFSPs as long as those EFSPs are submitting documents and data in accordance with the Odyssey File and Serve specifications. **Tyler does not object to providing any of the services defined in 3.7 of this form in accordance with a separately executed eFiling agreement with Tyler Technologies.**		
If the Court elects to implement E-filing functionality in this deployment, then the Vendor shall support the Court in the implementation of e-filing as described below:		
Develop e-filing documentation. The Court Deployment Team's integration resources will develop documentation to support the Court in the selection of an Electronic Filing Service Provider (EFSP) and the implementation of e-filing at the Court.		
Procurement Documentation. The Court Deployment Team will compile a set of specifications and services that the EFSP must provide to the Court for the Court to bundle with their normal procurement documentation and conduct a selection. The team will also compile a set of evaluation criteria that the Court can use to help select the most appropriate EFSP vendors.		
Policy File. Initially, in time for the procurement, and then again, as e-filing is implemented and readied for testing, the Vendor will produce the e-filing Court policy file.		

3.7.1	**Provide implementation support.**	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
	As the EFSP prepares to implement, Vendor will support and coordinate implementation services.		
	Assist in evaluation of EFSP submissions. Vendor will review the submissions provided by the EFSPs who respond to the Court's RFP, and will make recommendations as to which EFSP submissions are technically compliant with the requirements of the Application and the data exchange infrastructure.		
	Coordinate integration with the Court. As the EFSP prepares to connect to the system, Vendor will work with the selected EFSP and the Court to arrange for access and network connectivity.		
	Coordinate Data Exchange Configuration. In the event that the e-filing module requires configuration to support		

3.7.2	**Provide testing support.**		
	Vendor will coordinate and lead the Courts and EFSP through the integration and end-to-end testing.	**Issue**	**Proposed Solution/Rationale and Benefit to the Court**
	Develop and Maintain a Data Exchange Deployment Testing Plan. E-filing will follow a very similar process to other interfaces in that a test plan will be used to track (1) the requirements that will be verified during testing, and (2) the test scenarios that will be used.		
	Coordinate data integration and application configuration services. When planning to test e-filing, the Court Deployment Team's integration resources will coordinate activities with the other deployment threads. Vendor will update the environment with the appropriate configuration and release version, help confirm the network security and performance, and provide the current data set. Testing will be conducted within a test environment (established by the Court) that simulates production.		
	Coordinate and lead integration testing. Vendor will coordinate and lead integration testing. The Court is responsible for resolving issues associated with data exchanges and associated infrastructure. Issues with the EFSP's interface will be reported to the EFSP for remediation.		
	Coordinate and lead end-to-end testing. Vendor will coordinate and lead end-to-end testing of all CMS and integrated components. The Court is responsible for resolving issues associated with the data exchange infrastructure. Issues with the EFSP's interface will be reported to the EFSP for remediation.		
	Compile test results. Vendor will compile test results of the e-filing implementation to document the level of functionality obtained.		
	Conduct data exchange deployment and integration re-testing. Vendor will continue end-to-end testing for up to eight weeks. The Court is responsible for resolving issues associated with data exchange infrastructure. The EFSP and/or the Justice Partner is responsible for resolving issues with its interface. If the exchange has not successfully passed end-to-end testing within the defined eight week timeframe, Vendor will suspend testing and the exchange will be considered to have failed the deployment readiness gate.		

E-filing Implementation Services Tasks, Roles and Responsibilities	Vendor	Court	Issue	Proposed Solution/Rationale and Benefit to the Court
1. Develop e-filing policy file.	X			
2. Review e-filing policy file.		X		
3. Develop e-filing Specifications.	X			
4. Evaluate and recommend EFSP Submissions.	X			
5. Select EFSP.		X		
6. Coordinate EFSP connection with data center.		X		
7. **Deliverable:** Data Exchange Deployment Testing Plan	X			
8. Review, approve, and accept the pre-testing activities workbook.		X		
9. Build/Tailor Test Plan to meet local Court needs.	X			
10. Lead E-filing Integration Testing.	X			
11. Lead E-filing End to End Testing.	X			
12. **Deliverable:** Test Results	X			
13. Conduct data exchange deployment and integration re-testing.	X			
14. Review, approve and Accept data exchange deployment and integration testing and retesting results.		X		
15. Maintain the data exchange infrastructure with respect to capacity and connectivity to support the Application development, test, and production deployment environments.		X		
16. Provide support for integration work from integration resources.	X			
17. Pre-Cutover readiness testing.	X			
18. Provide Cutover support.	X			
19. Manage post Cutover issue triage for local exchanges.	X			
20. Resolve issues with partner system.		X		
21. Resolve Issues with data exchange infrastructure.		X		
22. Conduct Remediation of data exchange infrastructure configuration.		X		
23. Conduct Remediation Coding of data exchange infrastructure		X		

4.0 Service Level Requirements

A key objective of this outsourcing agreement is to attain Service Level Requirements (SLRs). SLRs associated with Deployment Services are detailed in the following section.

Vendor shall provide electronic reports to the Court regarding Vendor's compliance with the SLRs specified in the Master Services Agreement.

Table 1. Variance to Deployment Plan SLRs

Definition	Measurement of the variance between the Vendor and Court agreed completion dates of key project activities, milestones and Deliverables identified in the Deployment Plan and actual completion dates.

Type	Service Measure	Performance Target	SLR Performance
Adherence to Deployment Plan Key Activities and Milestones	Variance from Deployment Plan	Variance of key activities and milestones dates < 10%	100%
	Formula	(Number of milestone dates missed)/Total number of milestone dates	
	Measurement Interval	Measure Monthly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

Tyler has standard Service Level Agreements that include response and resolution times as defined by defect priority levels. Each incident is initially given a priority by the client when the incident is entered into the online support tracking system. Once the support engineer has reviewed the incident with the client, together they determine the priority as defined by the agreed upon Service Level Agreements. For full details regarding response time and Service Level Agreements, please refer to Tyler's Maintenance and Support Services Agreement in the Licensing and Services Agreement provided in the Appendix section of the proposal.

Table 2. Customer Satisfaction SLRs

Definition	Court shall conduct Customer Satisfaction surveys to measure the Customer Satisfaction SLRs as provided below.

Customer Satisfaction	**Service Measure**	**Performance Target**	**SLR Performance**
Court deployment team	Court Satisfaction rate	Court's designated deployment team and management team members (as defined by the Court) surveyed should be very satisfied or satisfied	90%
	Formula	Number of participants responding to a Scheduled Survey that they are very satisfied or satisfied (as defined by the AOC)/Total number of participants responding to such Scheduled Survey	
	Measurement Interval	Measure Quarterly	

	Reporting Period	Report Quarterly
	Measurement Method/Source Data	TBD

Tyler has standard Service Level Agreements that include response and resolution times as defined by defect priority levels. Each incident is initially given a priority by the client when the incident is entered into the online support tracking system. Once the support engineer has reviewed the incident with the client, together they determine the priority as defined by the agreed upon Service Level Agreements. For full details regarding response time and Service Level Agreements, please refer to Tyler's Maintenance and Support Services Agreement in the Licensing and Services Agreement provided in the Appendix section of the proposal.

Table 3. Post Deployment Incident Resolution SLRs

Definition	Time to Resolve Incidents and Problems to different Priority Level classifications following Incident classification as a configuration/implementation Incident. This pertains to Incidents and problems occurring between the "Go-Live" date and the end of the Cutover period for the Court.

Incident Resolution	**Service Measure**	**Performance Target**	**SLR Performance %**
Severity 1 or 2 Incident Notification	Time to respond	< 15 minutes	All 100% ONLY
Severity Level 1	Time to Resolve	< 4 hours	100%
Severity Level 2	Time to Resolve	< 8 hours	100%
Severity Level 3	Time to Resolve	< 40 hours	100%
Severity Level 4	Time to Resolve	15 days	90.00%
Root Cause Analysis	Time to report	Within 24 hours of Incident Resolution for Priority Level 1 or 2	100.00%
	Formula	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	

	Measurement Interval	Measure Weekly
	Reporting Period	Report Monthly
	Measurement Tool	TBD

Tyler has standard Service Level Agreements that include response and resolution times as defined by defect priority levels. Each incident is initially given a priority by the client when the incident is entered into the online support tracking system. Once the support engineer has reviewed the incident with the client, together they determine the priority as defined by the agreed upon Service Level Agreements. For full details regarding response time and Service Level Agreements, please refer to Tyler's Maintenance and Support Services Agreement in the Licensing and Services Agreement provided in the Appendix section of the proposal.

Table 4. Priority Levels

Priority Level	Description
1 - Emergency/Urgent	A Priority Level 1 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has severely impacted the application or component such that the application or component cannot reasonably continue to operate and there is no Workaround available.
2 - High	A Priority Level 2 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has severely impacted the application or component such that the application or component cannot reasonably continue to operate, but a Workaround is available.
3 - Medium	A Priority Level 3 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has impacted the application or component such that the non-critical component of the application is unavailable, will not work or is not operating as expected and there is a Workaround available.
4 - Low	A Priority Level 4 Incident is generated if there is a Problem other than Priority Level 1, Priority Level 2, and Priority Level 3 Incidents.

Tyler has standard Service Level Agreements that include response and resolution times as defined by defect priority levels. Each incident is initially given a priority by the client when the incident is entered into the online support tracking system. Once the support engineer has reviewed the incident with the client, together they determine the priority as defined by the agreed upon Service Level Agreements. For full details regarding response time and Service Level Agreements, please refer to Tyler's Maintenance and Support Services Agreement in the Licensing and Services Agreement provided in the Appendix section of the proposal.

5.0 Requirements Definitions

5.1 “Application” means the complete case management system, including all associated software, data exchanges, and external systems to be implemented by Vendor.

5.2 “Court Training Plan” means the plan that the Vendor shall develop for Court respecting End-User and configuration administrator Application training.

5.3 “Critical Milestones” means those milestones, activities, actions and projects identified as such in this Agreement, but are not limited to this Agreement. Additional milestones may be negotiated by individual courts.

5.4 “Customer Satisfaction” means a subjective rating obtained through Court customer satisfaction surveys conducted from time to time in accordance with terms defined herein.

5.5 “Cutover” means going-live on (i) the Application, or (ii) one or more case types within the Application, in each case (x) at one or more Court locations, and (y) where all Court personnel who are provided access to case management system(s) by the Court are able to access the Application and perform their normal daily operations using the production environment of the Application.

5.6 “E-filing Court Policy File” means the technical specification and policy schema for submitting documents electronically to the court.

5.7 “Fee Reductions” means the dollar amount by which the Fees will be reduced based on Vendor's failure to timely achieve any Critical Milestone. Fee Reductions may be defined and specified herein or by an individual trial court.

5.8 “Final Acceptance” means Court written Acceptance of all Services and Deliverables including Court signoff on all exit criteria as defined in the Cutover and Stabilizations Services.

5.9 “Incident” means either a (i) single event or (ii) abnormal activity for a function monitored by Vendor, each requiring a Vendor response typically denoted by a request for service or identification of a problem. Court will determine the Incident Priority Level of each reported Incident. Vendor will provide Court with an escalation procedure (to be approved by Court) for resolution of reported and non-reported incidents.

5.10 “Incident Resolution” means the point at which Vendor has responded to an Incident and Vendor has either: (a) conducted and successfully completed a Root Cause Analysis on a problem and appropriately corrected both the results and the cause of the problem; or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to Court. In both cases, the Incident is not resolved until Court is convinced and satisfied that it has been resolved.

5.11 “Court Implementation and Deployment Project Plan” means the plan that Vendor shall develop for Court with respect to the Implementation/Deployment Services, as defined in Exhibit 3.

5.12 “Knowledge Transfer Plan” means the plan the Vendor shall develop and execute respecting the knowledge required for Vendor to start the implementation process, as defined in Exhibit 3.

5.13 “Measurement Interval” means the period in which a given SLR is measured (e.g., one (1) month, one (1) year, etc.).

5.14 “Measurement Tool” means a tool used to measure processes, equipment, and networks systems.

5.15 “Performance Target” is defined as the desired level of service Court is seeking for that particular Service Level Requirement.

5.16 “Priority Level” is a defined category that identifies the degree of business criticality and importance to Court of specific Incidents and the associated Vendor response requirements attributed to any such Incident. The Priority Level table categories and descriptions set forth in Exhibit 3 apply to all Services.

5.17 “Reporting Period” means the interval of time between providing reports. Unless otherwise specified, all reports are provided on a monthly basis within three (3) Business Days of the close of the calendar month.

5.18 “Resolve” or “Resolution” means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the system and/or End-User(s) to non-degraded full functionality. Implementing a Workaround is a partial or temporary resolution.

5.19 “Root Cause Analysis” is a problem analysis process undertaken to identify and quantify the underlying cause(s) of an Incident and document the necessary corrective actions to be taken to prevent recurring problems and/or trends which could result in problems.

5.20 “Implementation Plan” means the plan for deployment of the Application that the Vendor shall develop and maintain throughout the course of the Implementation/Deployment Services in accordance with Exhibit 3.

5.21 “Workaround” is a temporary solution that Vendor or Court can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected system(s) and/or process(es) to deliver to Court an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by Court.

EXHIBIT 5
ATTACHMENT 1
SUPPORT SERVICES

Figure 6.2-1 – Odyssey Services Platform

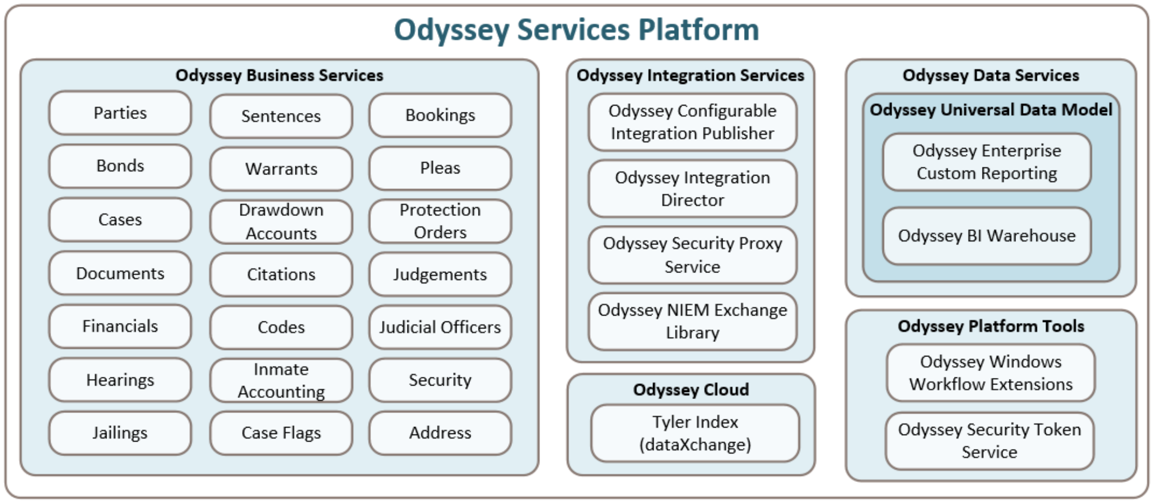

Odyssey Services Platform
Odyssey Business Services
Parties
Sentences
Bookings
Bonds
Warrants
Pleas
Cases
Drawdown Accounts
Protection Orders
Documents
Citations
Judgements
Financials
Codes
Judicial Officers
Hearings
Inmate Accounting
Security
Jailings
Case Flags
Address
Odyssey Integration Services
Odyssey Configurable Integration Publisher
Odyssey Integration Director
Odyssey Security Proxy Service
Odyssey NIEM Exchange Library
Odyssey Cloud
Tyler Index (dataXchange)
Odyssey Data Services
Odyssey Universal Data Model
Odyssey Enterprise Custom Reporting
Odyssey BI Warehouse
Odyssey Platform Tools
Odyssey Windows Workflow Extensions
Odyssey Security Token Service

Figure 6.2-2 - Tyler's Courts & Justice Support Organization

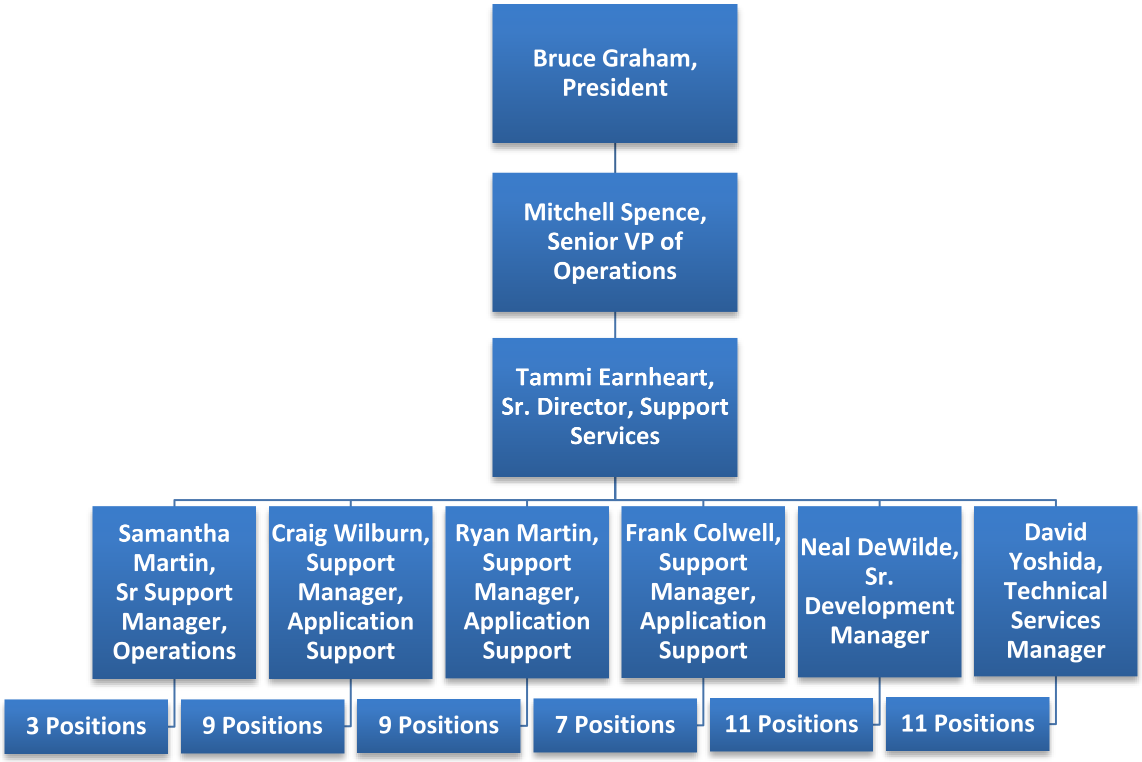

Bruce Graham, President
Mitchell Spence, Senior VP of Operations
Tammi Earnheart, Sr. Director, Support Services
Samantha Martin, Sr Support Manager, Operations
Craig Wilburn, Support Manager, Application Support
Ryan Martin, Support Manager, Application Support
Frank Colwell, Support Manager, Application Support
Neal DeWilde, Sr. Development Manager
David Yoshida, Technical Services Manager
3 Positions
9 Positions
9 Positions
7 Positions
11 Positions
11 Positions

Figure 6.2-3 - Tyler's Courts & Justice Hosting Organization

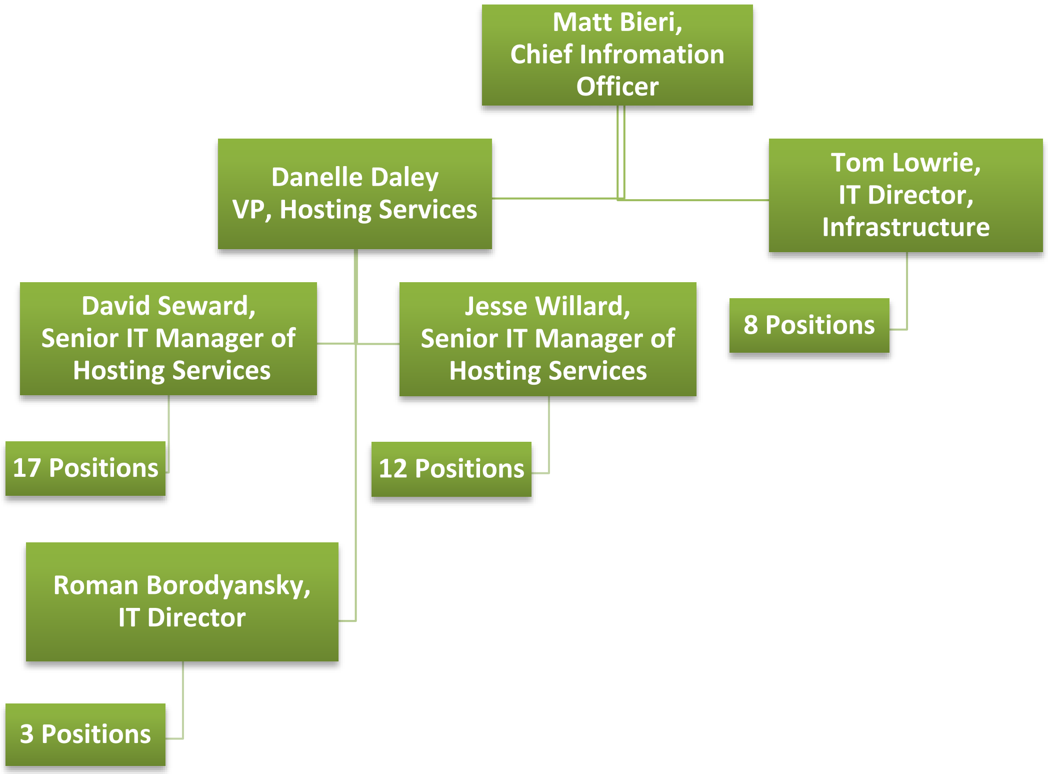

Matt Bieri,
Chief Infromation Officer
Danelle Daley
VP, Hosting Services
Tom Lowrie,
IT Director,
Infrastructure
8 Positions
David Seward,
Senior IT Manager of Hosting Services
17 Positions
Jesse Willard,
Senior IT Manager of Hosting Services
12 Positions
Roman Borodyansky,
IT Director
3 Positions

Figure 6.2-4 – Development Team Organizational Chart

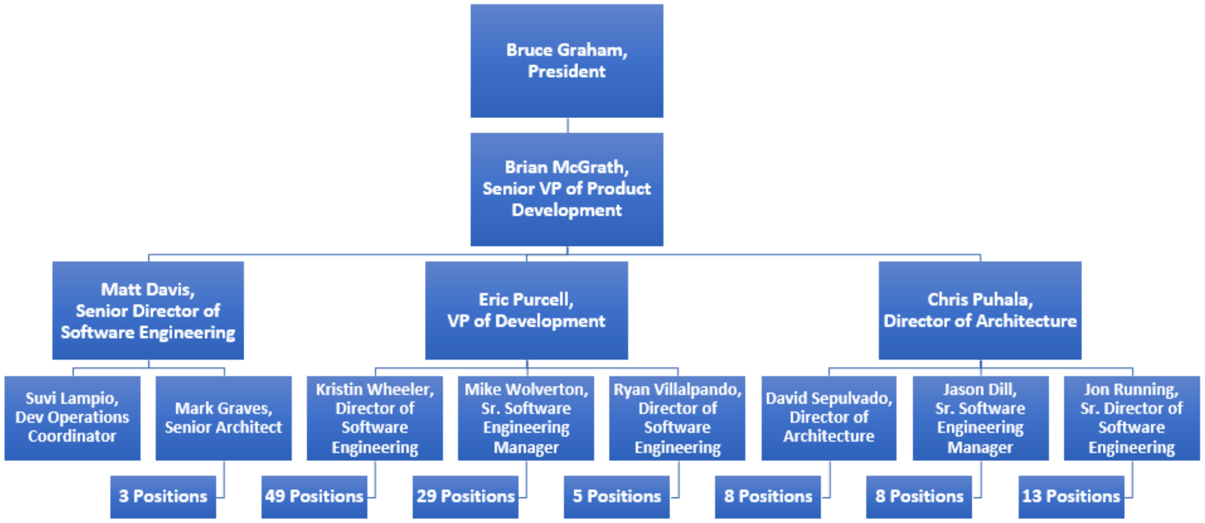

Bruce Graham,
President
Brian McGrath,
Senior VP of Product Development
Matt Davis,
Senior Director of Software Engineering
Eric Purcell,
VP of Development
Chris Puhala,
Director of Architecture
Suvi Lampio,
Dev Operations Coordinator
Mark Graves,
Senior Architect
Kristin Wheeler,
Director of Software Engineering
Mike Wolverton,
Sr. Software Engineering Manager
Ryan Villalpando,
Director of Software Engineering
David Sepulvado,
Director of Architecture
Jason Dill,
Sr. Software Engineering Manager
Jon Running,
Sr. Director of Software Engineering
3 Positions
49 Positions
29 Positions
5 Positions
8 Positions
8 Positions
13 Positions

EXHIBIT 5
ATTACHMENT 2
COMPONENTS AND COMPUTER ENVIRONMENTS

Odyssey Hardware Compatibility

All the hardware utilized by the Odyssey solution is generally available Windows-platform-compatible hardware. Odyssey's use of this technology is widely-supported and industry-standard. However, there are often options when configuring the hardware solution that are simply a matter of preference, or where uniformity within the Court's data center is an important consideration. As such, Tyler believes that the detailed configuration, prior to procurement, must be a collaborative undertaking by Tyler, the client, and participating third-party providers.

Odyssey Microsoft Compatibility

The following list identifies compatibility of Microsoft software for the current Odyssey release.

Odyssey Application Servers, Job Servers, Public Access Servers, Integration Servers

- Windows Server 2012 Std./Ent. 64 bit
- Windows Server 2012 R2 Std./Ent. 64 bit

Odyssey Database Servers, Domain Controllers, Image Storage Servers

- Windows 2012 Std./Ent., 64 bit

Odyssey Database Servers

- SQL Server 2012 R2 64 bit
- SQL Server 2014, 64 bit
- SQL Server 2016, 64 bit

.NET Framework

- 3.5 SP1 Required
- 4.0 Required
- 4.6.1 Required

End user PC running Odyssey Assistant

Operating System

- Windows 7 Professional 64 bit
- Windows 8.1 Professional 64 bit
- Windows 10 64 bit

Web Browser (Internal Court Users)

- Internet Explorer 11 or higher

Word Processor

- Word 2013 32/64 bit
- Office 365 32 bit (Local installations only. Media must be installed on the workstation.)

Workstation Configuration

The user interface is provided by the Web services tier and is implemented using a combination of Internet Information Services (IIS) and a browser. On the workstation (desktop or laptop), Odyssey is hosted in a browser and runs on several versions of the Microsoft Windows family as described above.

Standard Workstation		
Release 2016	**Minimum**	**Recommended**
Windows Operating Systems	64-bit	64-bit
CPU	2 Core	4 Core
Memory	2 GB	4 GB or better
Hard disk space	20GB free disk space	20GB free disk space
Screen resolution (pixels)	1020 x 768 res.	1280 x 1024 res.
Network card	100 Mbps	1000 Mbps

Network Architecture

Odyssey clients communicate with the Odyssey web application servers using HTTP or HTTPS over a TCP/IP network. Odyssey clients communicate with the Odyssey web application servers using HTTP or HTTPS over a TCP/IP network. Odyssey is very firewall friendly and requires only that a port be defined for HTTP or HTTPS traffic (typically, ports 80 and 443). Court users can authenticate into the network via VPN and secure communication with Tyler for your production site, test site, etc. utilizes the Tyler provided remote access solution (Bomgar) or other mutually agreeable FIPS 140-2 certified protocol.

Bandwidth Requirements

Odyssey is a web-based application with graphical user interface, requiring broadband Internet access for PC workstations. The method of connectivity (wired or wireless) is less important than maintaining the appropriate bandwidth to accommodate a person's job function. This is illustrated in the table below. Odyssey server and client software work together to minimize client-to-server transactions through local caching of static content and codes. When an update operation is performed, only data elements that were added or changed at the client are transmitted to the server. Additionally, when textual data is transmitted (HTML, XML, etc.), data compression is employed. These mechanisms combine to minimize bandwidth required for data entry and inquiry functions.

Additional bandwidth is required for File Transfer functions such as document imaging, document upload, forms processing, and mugshot capture. The amount of bandwidth needed is dependent upon volume of File Transfer activity and the size of individual files.

The following Internet bandwidth guidelines are intended to facilitate optimal performance with Odyssey during normal and peak usage and to determine impact on the network. Due to the high level of variability in network environments, performance cannot be guaranteed based on bandwidth alone. Network design, PC specifications, and the stability of Client's Internet service all affect online software performance.

Bandwidth	Data Inquiry (Mbps)	Data Entry / Inquiry plus	
		*Normal File Transfer Volume (Mbps)	**Heavy file Transfer Volume (Mbps)
Dedicated Internet			
≤ 2 Odyssey Users	0.256 down / 0.128 up	1.0 down / 1.0 up	3.0 down / 3.0 up

Each Additional User	0.050 down / 0.025 up	0.100 down / 0.100 up	0.100 down / 0.100 up
Shared Internet ≤ 5 Odyssey Users Each Additional User	 1.5 down / 0.768 up 0.064 down / 0.032 up	 3.0 down / 1.5-3.0 up 0.128 down / 0.128 up	 4.5 down / 4.5 up 0.128 down / 0.128 up
Local Area Network	100	1000	1000

*Normal File Transfer Volume example – A front counter clerk who scans and uploads 10-20 documents per day (assuming b&w, max 300 dpi).

**Heavy File Transfer Volume example – a full time file clerk who scans 20 or more documents per day.

Dedicated Internet – Users connect to Odyssey via a dedicated Internet connection exclusively reserved for that purpose.

Shared Internet – Everyday Internet usage, email, and third-party network applications compete with Odyssey for limited Internet bandwidth.

EXHIBIT 5
ATTACHMENT 3
TOOLS

Table 6.2-3 – Internal Software Tools

Deployment/ Management Tools	Product Name	Description	Expected Number of Licenses Required
Project Management	Microsoft Project Professional	Proactively plan and manage projects, project activities, resources and budgets.	None. This is an internal Tyler tool. It is not necessary for the courts to have this software.
SLA Monitoring & Reporting	SQL Server Reporting Services	All Odyssey reports are generated using SQL Server report writer	None. This is a standard feature of SQL Server.
Testing Tools	• Microfocus QA Director • soapUI • Tyler Automated Asset Database • Tyler API Tester • JIRA • AccuRev	• Test plans and test scripts • Execution of automated test suite • API and Load testing • Defect tracking • Source control	None.
Knowledge Management	Tyler learning management system (Tyler University)	A complete learning management system for our clients to proactively manage training and learning management activities.	Included with Odyssey
Account Management	Microsoft SharePoint	Tyler maintains a SharePoint website specifically for each client project for the purposes of sharing project material and information with the entire project team.	None.
Training Software	Tyler learning management system (Tyler University)	A complete learning management system for our clients to proactively manage training and learning management activities.	Included with Odyssey

END OF EXHIBIT 5

EXHIBIT 6

STATEMENT OF WORK
(MODEL)

Introduction

This Statement of Work (SOW) presents the phases, tasks, and activities that Tyler will execute to implement the Odyssey Case Management System (CMS) solution within a Superior Court of California. The project objective is to implement Odyssey for all case types under a single go-live event. (Note: This statement will need to be modified if a court is using a phased approach by case type or deploying only one case type).

The project will consist of three major phases and a closing phase, with each phase consisting of tasks and deliverables. Summaries of each of the major phases are described below:

Phase 1 involves Pre-Implementation Planning and the Business Process Review. This phase feeds many of the subsequent activities in the project: configuration, application refinements, infrastructure, integration, etc. It also facilitates verifying that the sequencing, timing, and scope for the project are correct.

Phase 2 is focused on the design and development of the overall solution. This phase will establish the detailed specification and development of application refinements identified in phase 1; execution of the data conversion process; development and testing of integrations identified in phase 1; establishing the technical infrastructure and application installation processes; and configuration of the Odyssey application to meet the Court's specific needs; and iterative refinement and testing of business processes and procedures.

Phase 3 will complete the deployment of the Odyssey case management and document management solution throughout a Superior Court. This Phase will begin after completion and sign-off of User Acceptance Testing, and will include training, final cutover, extended go-live support, and transition support to normal Court operations.

Phase 4 will include the steps to formally complete and close out the project.

For the purposes of this SOW, Tyler considers the implementation of the Odyssey environment to include all available functions of the Odyssey solution. This includes all case management functions and document management functions.

The project will begin immediately with project activities as outlined in the draft project schedule [ATTACHMENT XX] that is included with this SOW. Estimated project activity dates are also reflected in the draft project schedule with key project activity taking approximately XX months to go-live on the Odyssey CMS.

With respect to delivery and acceptance of the deliverables included in this SOW, the parties will follow the procedures and processes set forth in the following section.

Project Participants

The project will involve several groups of participants. These groups are defined in the following table:

Group	Composition
Court Executive Team	This group consists of the executive leadership of the Court to include, as necessary, the Court Executive Officer, Assistant Court Executive Officer, Court IT Director, and Presiding Judge.
Court Project Team	This group consists of the Court's project manager and other core project staff.
Court Technical Team	This group consists of the Court's IT director and other IT staff tasked on the project.
External Stakeholders	This group includes all external parties to the project including the Court's justice partners, the respective County IT, and state-level agencies such as the DOJ, Judicial Council, and DMV.
Project Management Office (PMO)	The PMO is a joint group consisting of the Project Managers and Executives from both Tyler and the Court.

Project Approach

Throughout the project, Tyler will leverage our extensive experience in similar projects, thereby allowing the Court to focus on any strategic issues that need to be addressed as well as the strategic decisions that need to be made. The aforementioned phases involve a series of distinct tasks and deliverables for configuring and deploying the Odyssey solution.

The phases and associated tasks we will perform in this project are detailed below.

Phase 1 – Project Initiation and Planning

This phase involves Pre-Implementation Planning, infrastructure planning, and the Business Process Review that facilitates verifying that the sequencing, timing, and scope for the project are correct. The specific tasks of this phase are described below.

Task 1.1 – Project Planning

Tyler will work with the Court to coordinate and plan a formal project kickoff meeting(s). This meeting signifies the start of the project. During the meeting, the joint teams will review the project organization, project governance, project tracking and reporting tools, implementation lifecycle, and product development lifecycle.

Additionally, Tyler will introduce its implementation methodologies, terminology, and best practices to the Court project team. This task will also present an opportunity for project managers and project sponsors to discuss the type of metrics and status reporting to be used to measure project progress and manage change. The project team will leave the kickoff with an understanding of the project activities and their respective roles within each of the activities.

Assumptions

- The Court will provide a meeting room sufficient to conduct a project kickoff meeting.

Court Involvement

- Court Executive Team and Project Team will attend the project kickoff.
- Court Executive Team and Project Team will provide input and feedback into the Project Management Plan Deliverable.

Deliverables

Deliverable	Description
1.1.1 Project Management Plan	This deliverable sets the foundation for the project by providing executive-level descriptions of the project vision, scope, methods of communication, and projected schedule. This document will be maintained throughout the duration of the project and kept up-to-date as changes to the project are decided upon. The deliverable's intent is to be a working document used to help manage, track, and assign project tasks and progress. This deliverable includes four components listed below: 1. **Project Charter**. This section of the deliverable authorizes the work of the project to begin and gives the Project Management Office (PMO) the authority to manage the project. This document will include a description of the intent of the project and expected results for the project, the recommended implementation strategy and Approach, and a technical environment plan that includes the scope and objectives of non-production and production environments. 2. **Communication Plan**. This section of the deliverable details the flow of communication within the project. The deliverable includes communication between Tyler and Court resources, as well as those who need to be informed and in what situations. 3. **Statement of Work (SOW)**. The statement of work (this document) will be incorporated into the Project Management Plan. 4. **Project Schedule**. This section of the deliverable refines the proposed project plan, schedule, and organization; includes the identification of specific core and extended project team members from both Tyler and the Court. 5. **Customer Satisfaction**: Develop Customer Satisfaction Survey in accordance with Court's survey requirements. Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.
1.1.2	Provide written weekly project status reports to the Court Project Manager including status updates of applicable items in the Project Plan (e.g. the project schedule) in a format agreed to by Court, including escalation of any issues and risks that may impact Critical Milestones, as well as issue and risk mitigation actions.

Tyler will work together with the Court to prepare and deliver the most important project planning components required for delivery. The activities will include creation and confirmation of the following project documents:

- User Acceptance Testing Plan
- Training Plan
- Change Management Plan

The purpose of creating these plans early in the project is to establish the basic structure of each of these plans based on previous experience and known best practices. Each of these plans will continue to evolve and grow as the project progresses and additional details of the project emerge.

Assumptions

- None.

Court Involvement

- Court Project Team will provide feedback and input on the Project Operational Plan deliverable.

Deliverables

Deliverable	Description
1.1.2 Project Operational Plans	The project operational plan is a combination of a number of smaller project operational plans combined together under a single document. The three major components of the project operational plan are defined below: 1. **User Acceptance Testing Plan**. This document outlines the approach, plans, and resources necessary to conduct UAT. 2. **Training Plan**. This document outlines the basic training approach, components, and curriculums. Assignment of end users to courses and curriculums will occur as the users are organized into roles and specific training needs are identified. 3. **Change Management Plan**. This plan outlines the approach and activities that the combined project team will execute to proactively manage the level of organizational change.

Task 1.2 – Business Process Review

The Odyssey Case Manager product is a mature, robust application, and is the most widely implemented Court case management system in the country. Substantial development and industry knowledge has been invested in making Odyssey the premier case management solution in the nation.

In line with our experience, one of the initial tasks of any of our implementations is a joint Business Process review. The purpose of this task is to perform a high level walk through of the business unit needs of the Court and how those needs can be met within the application via business process and/or configuration.

There are two activities that the Court Project Team will be involved with prior to the business process review actually beginning:

- **Conduct Odyssey Basics Overview** – Prior to the business process review, Tyler will conduct an Odyssey Basics overview class for the business process review participants. The Odyssey Basics overview is a high-level training class that provides the participants with a basic understanding of the entire Odyssey solution.
- **Gather and Prepare Use Case Scenarios** – Tyler will ask the Court Project Team to gather and prepare use case scenarios that are good representations of the Court's major business process scenarios. Tyler will work with the Court Project Team to arrange these scenarios into a schedule for the business process review.

As part of the business process review, the project teams will examine each of the required external system integrations. This activity may involve the appropriate representative(s) from each justice partner agency as appropriate. Tyler will seek to understand key information about each existing integration to make a joint determination on the best method for meeting each of the Court's integration requirements. The result of this activity is a basic determination for how each integration point will be satisfied (system interface developed, report generated, inquiry access provided, etc.)

In parallel to the activities listed above, the PMO will work to schedule the business process review sessions. The business process review is a series of sessions with specific functional areas being covered at each session.

During the sessions, Tyler will conduct walkthroughs of the Court's prepared use case scenarios within the Odyssey case manager application. The Court Project Team will jointly review the solution within Odyssey in relation to the Court's business needs.

As a product of this review, Tyler will prepare a business strategy document noting all recommended process changes, as well as any items it believes will need development to address.

The outcome of each identified item could have one of three actions:

1. Implementing a change to the existing practice to accomplish the same objective, without a modification to the software.
2. Identifying a solution that can be accomplished through Odyssey application configuration.
3. Identifying a modification to Odyssey to satisfy the requirement. This includes modifications to relevant Odyssey software for establishing identified interfaces. Such a modification will have a separate scope and estimate defined and incorporated into the project's SOW.

The business process results will be reviewed with the Court Executive Team, with actions decided for each of the identified business needs. Results are also prioritized as to when each item needs to be delivered; prior to the initial go-live or after. Tyler encourages all of our clients to only authorize those modifications absolutely necessary for day-one operations (for e.g., modifications to satisfy state law, local Court rules, etc.).

Assumptions

- The Court will provide meeting facilities sufficient to conduct the business process review exercise.
- Where possible, the Court will provide access to the current system environment (Legacy System Names) for the purpose of conducting the business process review exercise.
- Appropriate SMEs from each of the justice partner agencies involved with integrations with the Court will be available as needed during the integration portion of the business process review exercise.

Court Involvement

- The Project Team will participate in the Business Process Review.
- The Project Team will provide sufficient feedback and review of the Business Process Review Report.
- The Executive Team will finalize decisions on all identified Odyssey modifications.

Deliverables

Deliverable	Description
1.2.1 Business Process Review Report	Report capturing the results of the Business Process Review. This report will include: • Summary of the business process review results • Prioritized listing of critical items and estimated development costs • Listing of process redesign and business practice change opportunities

Task 1.3 – Infrastructure Planning

This task will begin with the initiation of the migration planning from the Court's current systems to the new Odyssey solution that will be hosted in the Court's environment. On behalf of the Court, Tyler will begin coordinating and planning for the necessary steps for gaining access to the Court's current CMS application and associated data. Based on the information obtained during this activity, Tyler will update the project plan as needed and communicate any potential scheduling constraints with the Court's leadership.

During this task, Tyler will work with the Court Technical Team to plan for and design the Court's backend server infrastructure. These plans will include Tyler's recommendations on the Court's Odyssey infrastructure design, which will be reviewed and discussed with the Court Technical Team. As part of this activity, Tyler will also provide the Court with all Odyssey specifications for desktop hardware and peripheral devices. The Court can leverage these specifications to ensure that its infrastructure is optimized to operate the Odyssey environment.

During this task, Tyler will review the Court's existing disaster recovery environment as a part of the Court's overall business continuity plans. The Odyssey architecture has the capability to support database mirroring and server clustering capabilities as well as hardware load balancing/clustering solutions. Tyler will work with the Court Technical Team to determine the most optimal solution design to meet the Court's availability requirements.

Assumptions

- Tyler will be provided with the Court's CMS data, and/or specifications for the purposes of the solution design.
- The Court Technical Team will communicate any preferences or predispositions that pertain to system architecture or technical capabilities.
- The Court will provide input and feedback to the Solution Design document.

Court Involvement

- The Court Technical Team and External Stakeholders will be designated by the Court to participate in architecture design discussions.
- The Court Technical Team will be involved in the review and feedback on the Solution Design deliverable. The Court may wish to involve External Stakeholders in this review and feedback process.

Deliverables

Deliverable	Description
1.3.1 Solution Design	Documents the planned Odyssey Environments (e.g. Production, Testing, Staging), and the necessary underlying infrastructure. This document will serve as the basis of procurement and provisioning of server and network resources, as well as a guide to initial installation and repeatable processes for managing the environments on a continuous basis.

Phase 2 – Solution Design and Development

This phase is focused on the design and development of the overall solution. This phase will establish the detailed specification and development of application refinements identified in phase 1; execution of the data conversion process; development and testing of integrations identified in phase 1; establishing the technical infrastructure and application installation processes; configuration of the Odyssey application to meet the Court's specific needs; and iterative refinement and testing of business processes and procedures.

Task 2.1 – Infrastructure Setup and Installation

Tyler and the Court Technical Team will work together to install Odyssey on the Court's server environment, in accordance with the Solution Design document. Tyler will work side-by-side with the Court Technical Team to install Odyssey and explain and train the technical team on the Odyssey installation manager.

Assumptions

- The Court will procure all necessary hardware sufficient to build the Odyssey environment(s) specified in the Solution Design deliverable. Tyler will provide the recommended specifications for an optimal Odyssey environment.

Court Involvement

- The Court Technical Team will be heavily involved in the initial build and deployment of the Odyssey environment.

Deliverables

Deliverable	Description
2.1.1 Certification of Infrastructure Environment	Tyler shall certify that the environment constructed by the Court is correct and optimized to support the Court's user base.

Task 2.2 – Conduct Data Conversion

In this task, Tyler will work with the Court's data experts to conduct multiple iterations of an automated data conversion. The purpose of this task is to transition the Court's data, including imaged/indexed document images, from their legacy systems to Odyssey. This task will save the Court time and effort during the go-live and transition process. This task will include a series of activities surrounding the conversion of data or the development of business processes to support the Court's transition to the new

Odyssey environment. Tyler and the Court will assemble a high level data conversion team that will be in place throughout the project.

As part of the Court's conversion activities, its business team should evaluate its legacy data to determine what data elements truly need to be brought forward to the new system. Our experience has shown us that in many cases, data elements exist which no longer are utilized due to statutory or business process changes, or are otherwise of limited to no use to the Court once they have transitioned to Odyssey. Data conversions are a significant undertaking to both Tyler and the Court, and care should be taken to focus conversion efforts on data elements and business rules that will be of use to the Courts moving forward. Tyler has developed a world-class Conversion Toolkit Framework, which has been expanded and enhanced based on hundreds of our successful conversions. The Framework is kept current with Odyssey releases and service packs. It has tools that allow for validation of the data and also to verify that no data has been left behind.

To complete the conversion cycles, the conversion team will work with the business team performing a total data conversion and data validation. The teams will execute several cycles completing the following tasks for each cycle:

- Execute conversion scripts pushing data to configured site
- Review data with lead business advisor and subject matter experts
- Document data exceptions and business rules to be applied
- Document schema mapping, assumptions, and decisions applied to converted data
- Identify and document source data to be cleaned up prior to the next conversion run
- Update scripts as needed to influence different or additional data behavior

It is very common to find data issues with the conversion in its initial iterations. As the issues are identified, the teams will update scripts and conversion routines as necessary to create the desired output. The teams will repeat this process until the joint teams agree that the conversion routines and the physical data have been validated for production. This iterative process will recur until the data is production-ready. For this project, Tyler plans to conduct four cycles before the teams approve the data conversion for the go-live transition. Once the data has been validated, the team will stage the conversion routines and any procedural instructions for User Acceptance Testing (Mock Go-Live).

Assumptions

- The scope of this effort involves the data from the Court's primary case management and electronic document management systems (DMS).
- Tyler will be provided with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readable by Tyler).
- Tyler will perform a data conversion from the source system(s) to the Odyssey database using Tyler's existing IFL tool.
- Tyler works closely with Court representatives and implementation staff to identify business rules before writing the conversion scripts. This step is typically defined as data mapping (mapping legacy data to Odyssey destinations).
- Tyler will perform four data pushes and lock the conversion code after the fourth iteration.
- The Court Executive Team will make the necessary decisions on the data conversion strategic approach in a timely manner.

Court Involvement

- The Court subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.

Deliverables

Deliverable	Description
2.2.1 Data Conversion Plan	Assess the existing ("as is") sources of data (including software, code, functionality, and data) against the end state ("to be") Application, and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source of data based on the assessment. For each source of data, develop and document the detailed data schema/maps from current systems to the Application.
2.2.2 Load of Legacy Data into Staging Database	Legacy data conversion successfully extracted from the legacy environment by the Court Technical Team and loaded into the staging database by Tyler.
2.2.3 Completion of Data Mapping	Mapping of legacy data is complete. The Court will complete the mapping of data elements with assistance and guidance from Tyler.
2.2.4 First Data Conversion Push	First data push from the staging database into the conversion environment is completed.

Task 2.3 – Conduct Configuration

The configuration team will reuse scenarios prepared and information learned during the business process review as the starting point for the configuration/workflow task. During this task, the Court Project Team and the Tyler configuration team will review and document the case processing workflow in Odyssey.

Tyler will prepare the teams participating in configuration with a series of workshops. The workshops focus on the areas of configuration, forms, reports, process review and design. Each workshop has been set up to instruct participants on best practices for performing each of the functions. The purpose of the configuration workshop is to jointly configure the system with the Court Project Team.

Tyler's goal for the configuration workshop is to leave the Court resources feeling confident that the Court Project Team can configure the remaining elements and maintain the configuration on an ongoing basis. Remaining configuration typically includes decisions that need more thought or items that are part of the new development.

For the code configuration, forms, reports, and process review workshops, the project managers will be diligent in monitoring and reviewing the output of the session. At the end of the configuration/workflow design milestone, the teams will have successfully configured Odyssey and defined selected critical processes. Additionally, the Court Project Team will be confident in its ability to support, maintain, and modify the system configuration over time to meet future business needs.

Assumptions

- The Court will provide sufficient meeting space to conduct all configuration workshops.
- The Court will provide the desktop hardware necessary to conduct the configuration workshop.
- The Court Project Team will complete their necessary configuration assignments in a mutually agreed upon timeframe.

Court Involvement

- The Court Technical Team and Project Team will be heavily involved in all aspects of the configuration process.

Deliverables

Deliverable	Description
2.3.1 Configuration Plan	The configuration plan will be developed throughout Phase 1 of the project and will be finalized before major configuration activities begin.
2.3.2 Case Manager Configuration Workshop Completed	Workshop to be delivered on site by Tyler personnel to the Court Project Team. Attendance by the Court Project Team will be determined by the PMO based on the subject matter of each configuration workshop.
2.3.3 Security Configuration Workshop Completed	Workshop to be delivered on site by Tyler personnel to the Court Project Team and Technical Team on security configuration. Attendance by Court Project Team and Technical Team personnel will be jointly determined by the PMO based on the division of responsibilities.
2.3.4 Forms Configuration Workshop Completed	Workshop to be delivered on site by Tyler personnel to the Court Project Team and Technical Team. Attendance by the Court Project Team and Technical Team personnel will be jointly determined based on the division of responsibilities established by the Court as well as the subject matter of each workshop.
2.3.5 Configuration Tracking Spreadsheet	Completed spreadsheet used to track the progress and completion of all application configuration tasks, activities, and assignments.

Task 2.4 – Conduct Application and Integration Development

This task is focused on establishing the application enhancements and interfaces identified during the business process review task and approved by the Court Executive Team. Should a customization allowance be included in the contract, the priority of use of the allowance will be determined during the Business Process Review between Tyler and the Court Executive Team.

The first step in the application and integration development process is the preparation of the process design documents. The design document describes the business problem and how it will be addressed in Odyssey. The goal of the design document is to “tell the story,” in addition to outlining the technical solution. The purpose is to ensure that the requirements have been properly translated into a design that solves the business problem. The design document will be reviewed with the Court either through an online web session or an on-site review. Modifications are made as necessary to the design document prior to the Court’s approval. During the design process, the original sizing estimate done during the business process review is reviewed. Finally, the revised design document and estimate are approved by the Court Project Team.

For certain enhancement requests, Tyler will ask the Court Project Team to take part in additional enhancement design/review meetings held throughout the development cycle. Because this process adds overhead to the development cycle, it is ideal for larger enhancements only or enhancements where the Tyler team feels there is a higher than normal risk of missing a requirement. The Tyler project manager will communicate the anticipated release and review periods with the Court project manager. Additional activities, including configuration, testing, and enhancement approval, will be performed as part of Tyler's standard development release cycle.

Tyler's integration approach provides a standards-based integration platform for exchanging data between the Court's Odyssey environment and external solutions. For this project, Tyler has included the Odyssey Integration Toolkit and will provide integrations training to the Court IT Team to empower the Court resources to establish any necessary Odyssey integrations with local Court justice partners.

The Court is also entitled to all relevant state-level integrations and other enhancements provided to other Odyssey customers in California, such as solutions to the Department of Motor Vehicles (DMV), Department of Justice (DOJ), Franchise Tax Board (FTB), and JBSIS reporting (Judicial Council).

This task may involve select representatives from each of the justice partner agencies that currently integrate with the Court. Together, these representatives may create integrations for each of the Court's needs that were identified and confirmed during the business process review. As unit testing is completed for each of the integrations, those integrations will be packaged for deployment and released into the Court's testing environment.

The core of all Odyssey integration efforts is based on the Odyssey Integration Toolkit. The Odyssey Integration Toolkit is a robust set of APIs and XML notification components that allows reliable and maintainable access to the rich set of Odyssey data, while observing configured business rules and relationships. The Toolkit comprises three areas:

- **API look-up services** – Web services that respond to standard information requests to retrieve information from the Odyssey database and return it to the requesting application.
- **API update services** – Web services that update information into the Odyssey database. All API services are schema-verified and transaction-based.
- **XML notification services** – Configurable XML messages that are triggered by application business events, such as case updated, party updated, hearing scheduled, or warrant status updated.

The Odyssey Integration Toolkit is an extension of the Odyssey application itself. It builds on the same technologies as the main Odyssey application and evolves alongside the application continually—without destabilizing what has already been accomplished. Careful maintenance of the XML schema formats insulates integration components from ongoing enhancements to the application.

In this task, Tyler will provide the Court Technical Team, and designated External Stakeholders, with training on the Odyssey Integration Toolkit. The purpose of providing training on the Integration Toolkit is to provide the Court with the knowledge and expertise to maintain and enhance their local integration environment after the initial implementation of Odyssey is complete.

Assumptions

- Tyler will provide training to the appropriate Court personnel on the use of the Odyssey Integration Toolkit.

- Tyler will work with the Court during the Business Process Review and throughout the project to determine the prioritization of any customization or integrations, and the order of completion.
- For complete end-to-end integration, Tyler assumes that the justice agencies will be responsible for the translation, transportation, and receiving of published Court information into their individual systems.
- The Court will provide facilities adequate to conducting the Integration Toolkit training.
- Odyssey information will be published using the Odyssey's native XML.
- Appropriate SMEs from each of the justice partner agencies involved with integrations with the Court will be available as needed.
- External Stakeholders are responsible for providing the necessary testing environment for local interfaces.

Court Involvement

- The Court Project Team will provide timely review of all design documents.
- The Court Project Team will provide test scripts and scenarios to the development team as necessary.
- The Court Technical Team, and its designees, will be involved in attending and participating in the Integration Toolkit training.

Deliverables

Deliverable	Description
2.4.1 Gap Analysis	Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.
2.4.2 Design Documents	Design Document for each approved application and integration development projects. These documents will tell the story of the requirement, as well as detail the fields and functionality intended for enhancement.
2.4.3 Integration Toolkit Workshop	The Integration Toolkit training will be conducted onsite at the Court' facilities. Tyler will work with the Court Project Manager to schedule the training at an appropriate time to accommodate availability of resources.
2.4.43 Application and Integration Development Completed	Once the integration development projects are completed, Tyler will deliver the completed interfaces to the Court's test environment for user acceptance testing.
2.4.5 Testing	Conduct data exchange deployment (for both local and statewide exchanges) and integration testing using Vendor's validation process, identify errors and exceptions and document and provide testing and traceability matrix results to Court.

Task 2.5 – Conduct User Acceptance Testing

After application changes are delivered, critical integrations are developed, configuration is finalized, and procedures are completed, the joint team will conduct a full system test of the completed business solution. This is meant to simulate the actual transition and initial operation of the system in production, and is sometimes referred to as a “mock go-live”. Some final configurations are performed, including update of case number pools, next receipt numbers and judicial pool paths.

Using predefined scenarios and business workflow documentation, the business teams will work to test end-to-end processes through the system. Each area of the application is carefully tested; results are collected and reviewed. If issues are found, they are documented and addressed. Mitigation procedures promptly begin to address any items prior to the start of end user training.

The goal for end user acceptance testing is a full end-to-end test cycle. This testing will verify that all aspects of the project (configuration, forms configuration, security configuration, development, data conversion, integration, and procedures) are working seamlessly. Testing cycles should be completed on both existing and new case scenarios, and verify the system is operating at the expected level needed to support an end user go-live. This activity serves several purposes. Collectively the teams have performed a mock go-live. This will give the project management team a solid view of activities and issues that will arise over the actual go-live. Running the predefined scenarios through the new site, the lead business advisor and SMEs are able to validate end-to-end functional processes including any integration packages.

Assumptions

- The Court Project Team will have developed the necessary test scenarios as part of the Business Process Review and Configuration activities.
- All test scripts will have been completed jointly between the Court and Tyler as part of the development of the application development tasks; specifically the development and approval of the design documents.
- External Stakeholders (both local and state) will participate as necessary in executing the test scenarios.
- External Stakeholders will provide the environment(s) necessary to conduct acceptance testing (interfaces).

Court Involvement

- The Court Project Team will be heavily involved in conducting the user acceptance testing task.

Deliverables

Deliverable	Description
2.5.1 User Acceptance Testing Plan	Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, application configuration testing, roles-based access testing and Court Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.
2.5.2 User Acceptance Testing Report	Report documenting the completion and approval of user acceptance testing, including verification of configuration, development, and updated business process procedures.
2.5.3 Testing	Perform end-to-end testing, network performance testing, data integration testing, application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all Application release versions issued prior to a Court’s Final Acceptance of the Services.

2.5.4 Errors	Manage, identify, classify, and document to Court any Deployment Services-related deficiencies or errors found as a result of testing, using Court-prescribed tools.

Phase 3 – CMS Solution Deployment

Phase 3 will complete the deployment of the Odyssey solution throughout the respective Superior Court. This Phase will include training, final cutover, go-live support, and transition support to normal Court operations.

Task 3.1 – Prepare for Go-Live

A successful go-live starts with detailed planning of the activities, timeframes, and decision points necessary to ensure predictable results. This reduces the risk involved in the phase transition to Odyssey. While each Court will have unique characteristics, Tyler has established a common methodology used to successfully conduct go-live activities in hundreds of customer environments.

To arrive at this point, the Court and Tyler will have successfully completed each of the following project milestones:

- Configuration Complete
- Application and Integration Development Complete
- End-to-end Functionality Validation Complete

Once Sign-off on User Acceptance Testing has been accomplished, training can proceed, and in parallel, the final detailed planning for cutover to the new system and processes will be performed. This typically includes detailed hour-by-hour task lists, completion checklists, and contact information for all key affected personnel, key decision points and contingency plans. During this process, Tyler will plan accordingly to minimize any impact to the Court, the Court's justice partners, and the public during the actual cut-over.

Assumptions

- The Court has signed off that user acceptance testing has been completed.
- The Court Project Team will provide review and feedback on the Go-Live Transition Plan.

Court Involvement

- The Court Project Team will be involved in development, review, and approval of the Go-Live Transition plan.

Deliverables

Deliverable	Description
3.1.1 Go-Live Transition Plan	The Go-Live Transition Plan details out the exact plan for the go-live event. This includes a detailed task list of activities, estimated duration, and task owner. In addition, the go-live transition plan will document all contingency plans should issues or problems be encountered.

Task 3.2 – Conduct Training

Using a training plan previously reviewed and approved, the PMO will initiate the training activities. Training materials and the course plan are organized through a series of modules that focus training on the subject matter experts' specific job functions.

Training is administered so as to minimally impact the day-to-day operations of each office. The schedule and plan are created with Court supervisors so that the operation of the office can continue during training.

Assumptions

- The Court will work with Tyler to jointly develop a training plan that identifies the size, makeup, and subject-area of each of the training classes.
- The Court will provide training facilities and all equipment necessary to execute the agreed upon training plan.
- Tyler will work with the Court as much as possible to provide end-user training in a manner that minimizes the impact to daily Court operations.
- Court SME's will provide assistance to Tyler trainers in conducting the end-user training.

Court Involvement

- All aspects of the Court will be heavily involved in the end-user training task.

Deliverables

Deliverable	Description
3.2.1 Training Plans and Materials	The training plan will detail out which end-user courses will be conducted and which Court staff will attend each course. Training will be provided for Application configuration and administration, as well as End-User and Court Help Desk staff. Additional training materials will be developed and delivered as necessary based on the training needs identified. For the training materials, the Court can decide to include the following: • screen shots • text instructions • quick reference guides • e-learning or just-in-time (on demand) job aids, • web-based manuals, job aids, etc. • minimal number of screens required to do a task (such as initiate a case) • all case types (e.g. civil, criminal, traffic, etc.), financial, and all additional Court functions (e.g. jury, records management, exhibit management, interpreting, etc.) and interfaces. • specific case processing by functional area • system administration and Help Desk guides including, but not limited to installation, troubleshooting procedures, system update, ad hoc reporting, tuning, and integrating local components (e.g. printers/scanners and other peripheral hardware) • other materials as required by the Court to ensure Court can maintain functionality and daily Court operations The exact materials to be produced and used during the training process will be determined by agreement of the joint project teams. The Court Training Plan will include training schedule, instructor requirements, court facilitator requirements, module/class structure, Court facilities requirements, alternative facility options, and specific training data issues.

Task 3.3 – Go-Live

To assist with the actual go-live transition, the PMO will add additional personnel to the project team. In coordination with the Court Project Manager, Tyler will engage additional project implementation personnel, integration specialists and/or support personnel to assist during the go-live process. The exact composition of the go-live team will be jointly determined by the PMO based on perceived need and any special conditions that may exist.

The weeks prior to and after the go-live will be planned in detail. This includes activities regarding pending case transition, configuration, environments, operations, Court calendars, and personnel. The PMO will establish the go-live plan and the method by which its status will be communicated to all involved.

For every system go-live, Tyler strives to maintain business continuity and minimize downtime during regular business hours. One preferred strategy is to start the process on Friday and finish by Monday morning, allowing for maximum use of non-business hours for go-live activities. Upon completion of Friday's business, the defined strategy for population of pending cases and preparation of calendars should be implemented. System validation and checkout should be conducted at this time, generally on a Saturday. It is recommended that a reduced workforce be available for data entry in all areas of the case types on Sunday, around mid-morning. This allows for maximum focus on procedural, workstation, security, training and system issues, and these can be addressed without the public standing at the counter waiting. Effectively, the system is live on Sunday and available to the Court staff.

Assumptions

- Tyler will work with the Court Executive Team to identify and determine an optimal date for the Court's go-live.
- External Stakeholders will be available to assist in supporting the interfaces associated with the go-live process.
- Tyler will work with the Court as much as possible to provide post Go-Live end-user training in a manner that minimizes the impact to daily Court operations.

Court Involvement

- The Court Project Team will be involved in supporting the go-live process.

Deliverables

Deliverable	Description
3.3.1 Go-Live Plan	Define and document to Court the Cutover and Stabilization Services Plan to be performed by Vendor.
3.3.2 Go-Live Push to Production	The Court's legacy data is pushed into the production environments as part of the go-live activities.
3.3.3 Go-Live Status Reports	Weekly status reports that identify the running log of issues and associated resolution plans during the cutover process to the new system. It is anticipated that there will be four weeks of go-live status reports delivered, however the exact number will be jointly determined by the PMO based on need and relevance.

Phase 4 – Project Conclusion

This phase represents project completion, and will signal the conclusion of implementation activities. During this final phase, the implementation project will be officially completed and the PMO will work with the Court to transition from implementation to operations and maintenance.

Assumptions

- All project implementation activities have been completed and approved.
- No material project issues remain.

Court Involvement

- None.

Deliverables

Deliverable	Description
4.1 Project Closeout Report	The project closeout report will be approved by the Court Executive Team signaling final approval and completion of the implementation project.

END OF EXHIBIT 6

EXHIBIT 7
ACCEPTANCE AND SIGN-OFF FORM

Acceptance and Sign-Off Form
Description of Work provided by Contractor:

***Date submitted:*____________**

Work is:
1) Submitted on time: [ ] yes [ ] no. If no, please note length of delay and reasons.

2) Complete: [ ] yes [ ] no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: [ ] yes [ ] no. If no, please note corrections required.

Please note level of satisfaction:
[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

[ ] Work is accepted.

[ ] Work is unacceptable as noted above.

Name:____

Title:____

Date:____________

END OF EXHIBIT 7

EXHIBIT 8

FEES, PRICING AND PAYMENT TERMS

1. Contractor's Pricing Summary

A. Annual Maintenance and Support

Tyler's maintenance and support services are designed to meet the court's post-implementation support needs. After the implementation, Tyler does not differentiate services during and after a warranty period. Tyler's annual Maintenance and Support provides the respective court with on-demand technical support and access to patches, new releases, software updates, online documentation, and Tyler's Account Management team. Tyler's annual maintenance costs are 21% of the license fee paid by the court and they are fixed for the first three (3) years. The initial annual Maintenance and Support fees are due as follows: JBE's first annual maintenance and support fee payment for the Licensed Software is waived through the earlier of (i) eighteen months following the execution of JBE's Participating Addendum or (ii) JBE's first use of the Licensed Software in live production. Thereafter, the Maintenance and Support fees are due annually in advance on every anniversary of the "earlier of" date described above and shall be subject to increase by 3% annually during the Initial Term and any Option Term. For those courts that elect to acquire Tyler's Hosted Services (SaaS), the annual SaaS fees are inclusive of Maintenance and Support, and there are no additional Maintenance and Support fees under this model.

B. Pricing Assumptions

- Tyler pricing assumes the following:
  - Small Court:
    - 125 users
    - 18 month project schedule
    - Single court location
    - Single source system for data conversion
    - Local development of customizations and/or integrations optionally available upon request
    - Four data conversion pushes and one go-live push
    - Single go-live event
    - Clerk Edition included. However, for those very small courts that do not need this specialized and highly configurable in-courtroom tool, costs could be reduced further by excluding Clerk Edition.
  - Medium Court:
    - 325 users
    - 18 month project schedule
    - Single court location
    - Single source system for data conversion

        - Local development of customizations and/or integrations optionally available upon request
        - Four data conversion pushes and one go-live push
        - Two go-live events
        - Clerk Edition included
    - Large Court:
        - 750 users
        - 18 month project schedule
        - Single court location
        - Single source system for data conversion
        - Local development of customizations and/or integrations optionally available upon request
        - Four data conversion pushes and one go-live push
        - Two go-live events
        - Clerk Edition included
- The scope of the software included in the price proposal is consistent across all pricing models and includes the following features:
    - Case Manager – All Case Types
    - Odyssey Financial Manager
    - Document Management Features
    - Clerk Edition
    - Judge Edition
    - Odyssey Jury (optional)
    - Portal (Public Access)
    - Odyssey Integration Toolkit
    - California Standard Interfaces and Statistical Reports (integration with the DMV, DOJ, and functionality to accommodate JBSIS reporting)
- All costs are not inclusive of travel expenses.

C. License, Professional Services and Hosted Fees Explanation

For some courts, the reflected per-user pricing model in this Exhibit 8 may be less advantageous for the respective courts compared to Tyler's alternative enterprise pricing model provided on the Enterprise Pricing List in this Exhibit 8. Those courts may choose whichever pricing model (per user or enterprise) is more advantageous to their individual situation. The licensing fee is payable upon an agreed upon schedule that includes 3 to 5 payment milestones over the duration of the project. For illustration purposes, below is a hypothetical payment schedule table for a JBE with software license fee of $200,000 and 12 months in project duration.

Schedule	% of payable license fee	Amount
Invoicing upon Contract Execution	25%	$50,000
Invoicing upon Contract Execution plus 4 months	25%	$50,000

Invoicing upon Contract Execution plus 8 months	25%	$50,000
Invoicing upon Contract Execution plus 12 months	25%	$50,000

Tyler's Hosted Services (SaaS) solution includes the use license, hosting cost, Maintenance and Support fee and inclusion in Tyler's 'Evergreen Philosophy' program via an all-inclusive price. Additionally, Tyler offers scaled discounts for Hosted SaaS clients, meaning the fees may fluctuate between $125 - $350 per user per month based on the number of users within the Court as specified below:

SaaS Per User Pricing Tiers

- 1 to 10 Users: $350 per user per month.
- 11 to 20 Users: $300 per user per month.
- 21 to 40 Users: $250 per user per month.
- 41 to 60 Users: $225 per user per month.
- 61 to 80 Users: $200 per user per month.
- 81 to 100 Users: $175 per user per month.
- 101 to 120 Users: $150 per user per month.
- 121+ users: $125 per user per month.

Additionally, Tyler will honor its standard pricing breakdown for all courts that wish to 'group-package' and enjoy scaled savings opportunities by collaborating together under a single implementation project. As an example: If Court A wants to purchase Tyler's SaaS solution for 60 users ($225 per user per month) and Court B wishes to acquire Tyler's SaaS solution for 15 users ($300 per user per month), and Court C wishes to acquire Tyler's SaaS solution for 10 users ($350 per user per month) and said Courts wish to collaborate under a single project; these three courts can take advantage of Tyler's scaled SaaS pricing, for a combined total of 85 users that offers all three courts a lower rate of $175 per user per month. Additionally, these three courts would realize additional cost savings through economies of scale of their implementation project.

Contractor will fix the SaaS fees for the first three years. At the end of the three-years, Tyler may increase the annual use-fee not to exceed 3% annually.
The first SaaS fee payment is due upon the commencement of end-user training, approximately one month prior to go-live. The Court can add or remove users at any time subject to an increase or decrease of the annual SaaS fee at the annual billing cycle at the Court's then current per user/per month rate.

Tyler has also provided hourly professional service rates by resource in this Exhibit 8. The hourly rates shall remain fixed for the Initial Term of this Agreement.

D. Additional Services

Tyler has provided the hourly rate charged for document scanning and interface/integration services found below in this Exhibit 8. Due to variables in document scanning and the complexity of system interfaces and integrations, Tyler can provide individual courts specific proposals reflecting the hours and associated costs for any additional service request.

The JBEs are entitled to receive, at no additional cost, all Contractor's California Standard Interfaces provided to the Contractor's current customers in California, including, but not limited to, solutions to the Department of Motor Vehicles (DMV), Department of Justice (DOJ), and Judicial Branch Statistical Information System (JBSIS) reporting. These interfaces that are delivered to the JBEs as part of their implementation projects will comply with the then current standards as published by the corresponding state agencies at the time of each JBE's go-live.

2. Cost Matrix for Initial Courts

To simplify the pricing options available for the listed "initial courts", Tyler has provided its recommended solution and the relative pricing for each court. As an example, if Tyler recommends a court to utilize its Hosted SaaS solution; the associated sum at the bottom of the "Summary" sheet would be represented by a combination of the "Professional Services" and annual "Hosted Costs." Contrarily, if a court selects the per user or enterprise license model, the associated cost sum would include the "Software License Fee, "Maintenance and Support" fee and the associated "Professional Services" costs.

In summary, Tyler has provided 3 different software pricing options for the Superior Courts of California: SaaS Tyler-Hosted fees, Enterprise License, and Per User. Individual courts are welcome to choose whichever pricing model is most advantageous to their needs or situation. Support and Maintenance remains fixed for the first three (3) years and increases 3% annually thereafter.

For those courts that do not wish to purchase their CMS for all case types (for example, Traffic only, or non-criminal case types only), Tyler has provided an Enterprise Pricing List below in this Exhibit 8. This list represents Tyler's Enterprise license pricing for each superior court in the State of California. The list highlights (in **green**) all Tyler's current customers and provides pricing for all other courts that are non-Tyler customers. The Enterprise Pricing List also breaks down individual case types and Tyler applications should a court wish to acquire Tyler solutions a la carte.

COST SUBMISSION MATRIX

Summary Tab

Summary of Total Software, Professional Services, Maintenance & Support Costs, Other, Hosted Costs

Cost Categories	Proposed Cost for Superior Court of Amador County	Proposed Cost for Superior Court of Colusa County	Proposed Cost for Superior Court of Contra Costa County	Proposed Cost for Superior Court of Lassen County	Proposed Cost for Superior Court of Marin County	Proposed Cost for Superior Court of Mariposa County	Proposed Cost for Superior Court of Mono County	Proposed Cost for Superior Court of Shasta County	Explanation/Notes (if necessary)**
Estimated Users Per Court	**33**	**19**	**375**	**25**	**110**	**25**	**20**	**250**	
1. Software License Fees	**$ 214,500.00**	**$ 123,500.00**	**2,437,500.00**	**$ 162,500.00**	**$ 715,000.00**	**$ 162,500.00**	**$ 130,000.00**	**$ 1,625,000.00**	Please reference the Enterprise Pricing List in the Appendix for full a list of Enterprise Software License Fees for all applicable courts.
2. Professional Services	**$ 558,040.00**	**$ 532,100.00**	**1,622,300.00**	**$ 352,800.00**	**$ 1,276,425.00**	**$ 550,640.00**	**$ 532,760.00**	**$ 1,279,155.00**	
3. Maintenance and Support	**$ 161,752.09**	**$ 93,129.99**	**1,838,091.94**	**$ 121,485.00**	**$ 539,173.63**	**$ 121,485.00**	**$ 98,031.57**	**$ 1,225,394.62**	M&S only applies if the Court elects an Enterprise License model.
4. Other Costs	**$ -**	**$ -**	**-**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
5. Hosted Costs (if vendor offers SaaS hosting)	**$ 99,000.00**	**$ 79,800.00**	**562,500.00**	**$ 75,000.00**	**$ 198,000.00**	**$ 75,000.00**	**$ 72,000.00**	**$ 375,000.00**	Annual SaaS fees are inclusive of both Software License and M&S costs.

* Please note: Tyler's tiered SaaS model incorporates savings achieved through economies of scale. As such, clients may achieve cost savings by purchasing additional user licenses to promote them to the next priced tier.
* Court can opt for hosted or non-hosted solution. Total cost for hosted solution calculated by adding Professional Services cost and Hosted Costs; total cost for non-hosted solution calculated by adding Software License Fees, Professional Services cost and Maintenance and Support cost.
* For purposes of completing this cost matrix, the estimated number users per court has been included to use when items such as Software License Fees and SaaS hosting costs are on a per user basis in the supporting worksheet.
* Per the parameters of the MSA, the software license fees [Line 1] reflect the standard MSA License Fees *[pg. 313]* associated with the estimated user count provided [Above Line 1]. Alternatively, a client may achieve cost savings by utilizing Tyler's Enterprise Pricing List *[Attachment 4: pg. 344-346*].

Licensing Fees

Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User/Employee	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Superior Court	$6,500.00	Tyler traditionally offers per user licensing through Contractor hosted model, which is described on the "5-Hosted Costs" tab.
Non-Production Environment		
Superior Court	$0.00	Included in production environment costs
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
Total	***$ 6,500.00***	

Assumptions/Additional Comments

Professional Services **Superior Court of Amador County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services) Phase	Project Management				Proposer's Business SMEs				Proposer's Technical Resources				All Other Implementation Services*			
	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	20	$ 165.00	$ 3,300			$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	20	$ 165.00	$ 3,300			$ 165.00	$ -
Project Plan build	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	20	$ 165.00	$ 3,300			$ 165.00	$ -
Phase I Total	**3**	**291**		**$ 53,835**	**0**	**0**		**$ -**	**3**	**60**		**$ 9,900**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	358	$ 165.00	$ 59,070			$ 165.00	$ -
Unit Testing	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	359	$ 165.00	$ 59,235			$ 165.00	$ -
Integration testing	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	359	$ 165.00	$ 59,235			$ 165.00	$ -
Phase II Total	**3**	**291**		**$ 53,835**	**0**	**0**		**$ -**	**3**	**1,076**		**$ 177,540**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	600	$ 165.00	$ 99,000			$ 165.00	$ -
End to End Testing	1	97	$ 185.00	$ 17,945			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Training (User and Admin)	1	96	$ 185.00	$ 17,760	1	104	$ 150.00	$ 15,600			$ 165.00	$ -			$ 165.00	$ -
User Acceptance Testing	1	96	$ 185.00	$ 17,760			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Go-Live support	1	96	$ 185.00	$ 17,760	1	200	$ 150.00	$ 30,000			$ 165.00	$ -			$ 165.00	$ -
Post go-live support	1	96	$ 185.00	$ 17,760	1	32	$ 150.00	$ 4,800			$ 165.00	$ -			$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**578**		**$ 106,930**	**3**	**336**		**$ 50,400**	**2**	**640**		**$ 105,600**	**0**	**0**		**$ -**
Grand Total	**12**	**1,160**		**$ 214,600**	**3**	**336**		**$ 50,400**	**8**	**1,776**		**$ 293,040**	**0**	**0**		**$ -**

Professional Services **Superior Court of Amador County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		40				80				40						
Infrastructure design / HW & SW Inventory list and build instructions		20				0				200						
Project plan build/accept		20				0				0						
Phase I Total	**0**	**80**			**0**	**80**			**0**	**240**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		200				200				0						
Local configuration		100				200				80						
Unit Testing		40				0				40						
Integration testing		40				0				80						
Phase II Total	**0**	**380**			**0**	**400**			**0**	**200**			**0**	**0**		
Phase III -Deployment																
Data Migration		100				100				200						
End to End Testing		40				0				100						
Training (User and Admin)		40				200				0						
User Acceptance Testing		40				200				0						
Go-Live support		80				100				100						
Post go-live support		10				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**310**			**0**	**600**			**0**	**400**			**0**	**0**		
Grand Total	**0**	**770**			**0**	**1,080**			**0**	**840**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses.

* This proposal assumes one (1) source system for all offices in scope.

* Tyler assumes a three (3) data conversion pushes and one Go-Live event for all offices included in this proposal.

* This proposal assumes limited data conversion, manipulation and cleanup and may limit the ability to modify and report on the converted data. New data entered directly into Odyssey will not be impacted.

* This estimate assumes that Tyler will provide a preconfigured system based on a Superior Court of similar size / structure.

Professional Services **Superior Court of Colusa County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services) **Phase**	**Project Management**				**Proposer's Business SMEs**				**Proposer's Technical Resources**				**All Other Implementation Services***			
	Resource Count	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	18	$ 165.00	$ 2,970			$ -	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	19	$ 165.00	$ 3,135			$ -	$ -
Project Plan build	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	19	$ 165.00	$ 3,135			$ -	$ -
Phase I Total	**3**	**282**		**$ 52,170**	**0**	**0**		**$ -**	**3**	**56**		**$ 9,240**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	334	$ 165.00	$ 55,110			$ -	$ -
Unit Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	335	$ 165.00	$ 55,275			$ -	$ -
Integration testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	335	$ 165.00	$ 55,275			$ -	$ -
Phase II Total	**3**	**280**		**$ 51,800**	**0**	**0**		**$ -**	**3**	**1,004**		**$ 165,660**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	600	$ 165.00	$ 99,000			$ -	$ -
End to End Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ -	$ -
Training (User and Admin)	1	93	$ 185.00	$ 17,205	1	104	$ 150.00	$ 15,600			$ 165.00	$ -			$ -	$ -
User Acceptance Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Go-Live support	1	93	$ 185.00	$ 17,205	1	160	$ 150.00	$ 24,000			$ 165.00	$ -			$ -	$ -
Post go-live support	1	93	$ 185.00	$ 17,205	1	32	$ 150.00	$ 4,800			$ 165.00	$ -			$ -	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**558**		**$ 103,230**	**3**	**296**		**$ 44,400**	**2**	**640**		**$ 105,600**	**0**	**0**		**$ -**
Grand Total	**12**	**1,120**		**$ 207,200**	**3**	**296**		**$ 44,400**	**8**	**1,700**		**$ 280,500**	**0**	**0**		**$ -**

Professional Services **Superior Court of Colusa County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
	Resource Count	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		40				80				40						
Infrastructure design / HW & SW Inventory list and build instructions		20				0				200						
Project plan build/accept		20				0				0						
Phase I Total	**0**	**80**			**0**	**80**			**0**	**240**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		200				200				0						
Local configuration		100				200				80						
Unit Testing		40				0				40						
Integration testing		40				0				80						
Phase II Total	**0**	**380**			**0**	**400**			**0**	**200**			**0**	**0**		
Phase III -Deployment																
Data Migration		100				100				200						
End to End Testing		40				0				100						
Training (User and Admin)		40				200				0						
User Acceptance Testing		40				200				0						
Go-Live support		80				100				100						
Post go-live support		10				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**310**			**0**	**600**			**0**	**400**			**0**	**0**		
Grand Total	**0**	**770**			**0**	**1,080**			**0**	**840**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses
* This proposal assumes one (1) source system for all offices in scope.
* Tyler assumes a three (3) data conversion pushes and one Go-Live event for all offices included in this proposal.

* This proposal assumes limited data conversion, manipulation and cleanup and may limit the ability to modify and report on the converted data. New data entered directly into Odyssey will not be impacted.

* This estimate assumes that Tyler will provide a preconfigured system based on a Superior Court of similar size / structure.

Professional Services **Superior Court of Contra Costa County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services)	Project Management				Proposer's Business SMEs				Proposer's Technical Resources				All Other Implementation Services*			
Phase	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost	Resource Count	Hours	Rate*	Cost
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build			$ 185	$ -			$ 150	$ -			$ 165	$ -			$ 165	$ -
Infrastructure design / HW & SW Inventory list and build instructions			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Project Plan build			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase I Total	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Unit Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Integration testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Phase II Total	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
End to End Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Training (User and Admin)			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
User Acceptance Testing			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Go-Live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Post go-live support			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
Other			$ -	$ -			$ -	$ -			$ -	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -			$ -	$ -				$ -
Phase III Total	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**
Grand Total	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**

Professional Services **Superior Court of Contra Costa County**

Estimated Professional Services By Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project plan build/accept																
Phase I Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
Phase II Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		
Phase III -Deployment																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
(add additional cells if needed)																
Phase III Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		
Grand Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		

Assumptions/Additional Comments

Hourly Pricing for Individual Courts should be the same regardless of court size or number of users.

Professional Services **Superior Court of Lassen County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services)	Project Management				Proposer's Business SMEs				Proposer's Technical Resources				All Other Implementation Services*			
Phase	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	66	$ 185.00	$ 12,210			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	66	$ 185.00	$ 12,210			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Project Plan build	1	66	$ 185.00	$ 12,210			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Phase I Total	**3**	**198**		**$ 36,630**	**0**	**0**		**$ -**	**0**	**0**		**$ -**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	66	$ 185.00	$ 12,210			$ 150.00	$ -	1	237	$ 165.00	$ 39,105			$ -	$ -
Unit Testing	1	66	$ 185.00	$ 12,210			$ 150.00	$ -	1	237	$ 165.00	$ 39,105			$ -	$ -
Integration testing	1	66	$ 185.00	$ 12,210			$ 150.00	$ -	1	238	$ 165.00	$ 39,270			$ -	$ -
Phase II Total	**3**	**198**		**$ 36,630**	**0**	**0**		**$ -**	**3**	**712**		**$ 117,480**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	66	$ 185.00	$ 12,210			$ 150.00	$ -	1	320	$ 165.00	$ 52,800			$ -	$ -
End to End Testing	1	66	$ 185.00	$ 12,210			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Training (User and Admin)	1	66	$ 185.00	$ 12,210	1	80	$ 150.00	$ 12,000			$ 165.00	$ -			$ -	$ -
User Acceptance Testing	1	66	$ 185.00	$ 12,210			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Go-Live support	1	66	$ 185.00	$ 12,210	1	160	$ 150.00	$ 24,000			$ 165.00	$ -			$ -	$ -
Post go-live support	1	66	$ 185.00	$ 12,210			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**396**		**$ 73,260**	**2**	**240**		**$ 36,000**	**1**	**320**		**$ 52,800**	**0**	**0**		**$ -**
Grand Total	**12**	**792**		**$ 146,520**	**2**	**240**		**$ 36,000**	**4**	**1,032**		**$ 170,280**	**0**	**0**		**$ -**

Professional Services **Superior Court of Lassen County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project plan build/accept																
Phase I Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
Phase II Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		
Phase III -Deployment																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
(add additional cells if needed)																
Phase III Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		
Grand Total	**0**	**0**			**0**	**0**			**0**	**0**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses
* This proposal assumes one (1) source system for all offices in scope.
* Tyler assumes a four (4) data conversion pushes and one Go-Live event for all offices included in this proposal.

Professional Services **Superior Court of Marin County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services)	**Project Management**				**Proposer's Business SMEs**				**Proposer's Technical Resources**					**All Other Implementation Services***			
Phase	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Project Plan build	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Phase I Total	**3**	**720**		**$ 133,200**	**0**	**0**		**$ -**	**3**	**120**		**$ 19,800**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	568	$ 165.00	$ 93,720			$ 165.00	$ -
Unit Testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	567	$ 165.00	$ 93,555			$ 165.00	$ -
Integration testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	567	$ 165.00	$ 93,555			$ 165.00	$ -
Phase II Total	**3**	**720**		**$ 133,200**	**0**	**0**		**$ -**	**3**	**1,702**		**$ 280,830**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	1803	$ 165.00	$ 297,495			$ 165.00	$ -
End to End Testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Training (User and Admin)	1	240	$ 185.00	$ 44,400	1	350	$ 150.00	$ 52,500			$ 165.00	$ -			$ 165.00	$ -
User Acceptance Testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Go-Live support	1	240	$ 185.00	$ 44,400	1	520	$ 150.00	$ 78,000			$ 165.00	$ -			$ 165.00	$ -
Post go-live support	1	240	$ 185.00	$ 44,400	1	56	$ 150.00	$ 8,400			$ 165.00	$ -			$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**1,440**		**$ 266,400**	**3**	**926**		**$ 138,900**	**2**	**1,843**		**$ 304,095**	**0**	**0**		**$ -**
Grand Total	**12**	**2,880**		**$ 532,800**	**3**	**926**		**$ 138,900**	**8**	**3,665**		**$ 604,725**	**0**	**0**		**$ -**

Professional Services **Superior Court of Marin County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		68				136			68							
Infrastructure design / HW & SW Inventory list and build instructions		34				0			340							
Project plan build/accept		34				0			0							
Phase I Total	**0**	**136**			**0**	**136**			**408**	**0**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		340				340			0							
Local configuration		170				340			136							
Unit Testing		68				0			68							
Integration testing		68				0			136							
Phase II Total	**0**	**646**			**0**	**680**			**340**	**0**			**0**	**0**		
Phase III -Deployment																
Data Migration		170				170			340							
End to End Testing		68				0			170							
Training (User and Admin)		68				340			0							
User Acceptance Testing		68				340			0							
Go-Live support		136				170			170							
Post go-live support		17				0			0							
Other																
(add additional cells if needed)																
Phase III Total	**0**	**527**			**0**	**1,020**			**680**	**0**			**0**	**0**		
Grand Total	**0**	**1,309**			**0**	**1,836**			**1428**	**0**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses
* This proposal assumes one (1) source system for all offices in scope.
* Tyler assumes a four (4) data conversion pushes and one (1) Go-Live event for all offices included in this proposal.

Professional Services **Superior Court of Mariposa County**

Estimated Professional Services By Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services) Phase	Project Management				Proposer's Business SMEs				Proposer's Technical Resources				All Other Implementation Services*			
	Resource Count	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	20	$ 165.00	$ 3,300			$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	20	$ 165.00	$ 3,300			$ 165.00	$ -
Project Plan build	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	20	$ 165.00	$ 3,300			$ 165.00	$ -
Phase I Total	**3**	**282**		**$ 52,170**	**0**	**0**		**$ -**	**3**	**60**		**$ 9,900**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	359	$ 165.00	$ 59,235			$ 165.00	$ -
Unit Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	359	$ 165.00	$ 59,235			$ 165.00	$ -
Integration testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	358	$ 165.00	$ 59,070			$ 165.00	$ -
Phase II Total	**3**	**280**		**$ 51,800**	**0**	**0**		**$ -**	**3**	**1,076**		**$ 177,540**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	600	$ 165.00	$ 99,000			$ 165.00	$ -
End to End Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Training (User and Admin)	1	93	$ 185.00	$ 17,205	1	104	$ 150.00	$ 15,600			$ 165.00	$ -			$ 165.00	$ -
User Acceptance Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Go-Live support	1	93	$ 185.00	$ 17,205	1	200	$ 150.00	$ 30,000			$ 165.00	$ -			$ 165.00	$ -
Post go-live support	1	93	$ 185.00	$ 17,205	1	32	$ 150.00	$ 4,800			$ 165.00	$ -			$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**558**		**$ 103,230**	**3**	**336**		**$ 50,400**	**2**	**640**		**$ 105,600**	**0**	**0**		**$ -**
Grand Total	**12**	**1,120**		**$ 207,200**	**3**	**336**		**$ 50,400**	**8**	**1,776**		**$ 293,040**	**0**	**0**		**$ -**

Professional Services **Superior Court of Mariposa County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		40				80				40						
Infrastructure design / HW & SW Inventory list and build instructions		20				0				200						
Project plan build/accept		20				0				0						
Phase I Total	**0**	**80**			**0**	**80**			**0**	**240**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		200				200				0						
Local configuration		100				200				80						
Unit Testing		40				0				40						
Integration testing		40				0				80						
Phase II Total	**0**	**380**			**0**	**400**			**0**	**200**			**0**	**0**		
Phase III -Deployment																
Data Migration		100				100				200						
End to End Testing		40				0				100						
Training (User and Admin)		40				200				0						
User Acceptance Testing		40				200				0						
Go-Live support		80				100				100						
Post go-live support		10				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**310**			**0**	**600**			**0**	**400**			**0**	**0**		
Grand Total	**0**	**770**			**0**	**1,080**			**0**	**840**			**0**	**0**		

Assumptions/Additional Comments

* This proposal assumes one (1) source system for all offices in scope.
* This proposal assumes one (1) source system for all offices in scope.
* Tyler assumes a three (3) data conversion pushes and one (1) Go-Live event for all offices included in this proposal.
* This proposal assumes limited data conversion, manipulation and cleanup and may limit the ability to modify and report on the converted data. New data entered directly into Odyssey will not be impacted.
* This estimate assumes that Tyler will provide a preconfigured system based on a Superior Court of similar size / structure

Professional Services **Superior Court of Mono County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services)	**Project Management**				**Proposer's Business SMEs**				**Proposer's Technical Resources**				**All Other Implementation Services***			
Phase	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	19	$ 165.00	$ 3,135			$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	19	$ 165.00	$ 3,135			$ 165.00	$ -
Project Plan build	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	18	$ 165.00	$ 2,970			$ 165.00	$ -
Phase I Total	**3**	**282**		**$ 52,170**	**0**	**0**		**$ -**	**3**	**56**		**$ 9,240**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	94	$ 185.00	$ 17,390			$ 150.00	$ -	1	336	$ 165.00	$ 55,440			$ 165.00	$ -
Unit Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	336	$ 165.00	$ 55,440			$ 165.00	$ -
Integration testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	336	$ 165.00	$ 55,440			$ 165.00	$ -
Phase II Total	**3**	**280**		**$ 51,800**	**0**	**0**		**$ -**	**3**	**1,008**		**$ 166,320**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	600	$ 165.00	$ 99,000			$ 165.00	$ -
End to End Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Training (User and Admin)	1	93	$ 185.00	$ 17,205	1	104	$ 150.00	$ 15,600			$ 165.00	$ -			$ 165.00	$ -
User Acceptance Testing	1	93	$ 185.00	$ 17,205			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Go-Live support	1	93	$ 185.00	$ 17,205	1	160	$ 150.00	$ 24,000			$ 165.00	$ -			$ 165.00	$ -
Post go-live support	1	93	$ 185.00	$ 17,205	1	32	$ 150.00	$ 4,800			$ 165.00	$ -			$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**558**		**$ 103,230**	**3**	**296**		**$ 44,400**	**2**	**640**		**$ 105,600**	**0**	**0**		**$ -**
Grand Total	**12**	**1,120**		**$ 207,200**	**3**	**296**		**$ 44,400**	**8**	**1,704**		**$ 281,160**	**0**	**0**		**$ -**

Professional Services **Superior Court of Mono County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		40				80				40						
Infrastructure design / HW & SW Inventory list and build instructions		20				0				200						
Project plan build/accept		20				0				0						
Phase I Total	**0**	**80**			**0**	**80**			**0**	**240**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		200				200				0						
Local configuration		100				200				80						
Unit Testing		40				0				40						
Integration testing		40				0				80						
Phase II Total	**0**	**380**			**0**	**400**			**0**	**200**			**0**	**0**		
Phase III -Deployment																
Data Migration		100				100				200						
End to End Testing		40				0				100						
Training (User and Admin)		40				200				0						
User Acceptance Testing		40				200				0						
Go-Live support		80				100				100						
Post go-live support		10				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**310**			**0**	**600**			**0**	**400**			**0**	**0**		
Grand Total	**0**	**770**			**0**	**1,080**			**0**	**840**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses

* This proposal assumes one (1) source system for all offices in scope.

* Tyler assumes a three (3) data conversion pushes and one (1) Go-Live event for all offices included in this proposal.

* This proposal assumes limited data conversion, manipulation and cleanup and may limit the ability to modify and report on the converted data. New data entered directly into Odyssey will not be impacted.

* This estimate assumes that Tyler will provide a preconfigured system based on a Superior Court of similar size / structure.

Professional Services **Superior Court of Shasta County**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Proposer Hours and Cost

Activity (Prof Services)	**Project Management**				**Proposer's Business SMEs**				**Proposer's Technical Resources**				**All Other Implementation Services***			
Phase	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ -	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ -	$ -
Project Plan build	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ -	$ -
Phase I Total	**3**	**720**		**$ 133,200**	**0**	**0**		**$ -**	**3**	**120**		**$ 19,800**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	568	$ 165.00	$ 93,720			$ -	$ -
Unit Testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	568	$ 165.00	$ 93,720			$ -	$ -
Integration testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	568	$ 165.00	$ 93,720			$ -	$ -
Phase II Total	**3**	**720**		**$ 133,200**	**0**	**0**		**$ -**	**3**	**1,704**		**$ 281,160**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	1543	$ 165.00	$ 254,595			$ -	$ -
End to End Testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ -	$ -
Training (User and Admin)	1	240	$ 185.00	$ 44,400	532	1	$ 150.00	$ 79,800			$ 165.00	$ -			$ -	$ -
User Acceptance Testing	1	240	$ 185.00	$ 44,400			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
Go-Live support	1	240	$ 185.00	$ 44,400	640	1	$ 150.00	$ 96,000			$ 165.00	$ -			$ -	$ -
Post go-live support	1	240	$ 185.00	$ 44,400	56	1	$ 150.00	$ 8,400			$ 165.00	$ -			$ -	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ -	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**1,440**		**$ 266,400**	**1228**	**3**		**$ 184,200**	**2**	**1,583**		**$ 261,195**	**0**	**0**		**$ -**
Grand Total	**12**	**2,880**		**$ 532,800**	**1228**	**3**		**$ 184,200**	**8**	**3,407**		**$ 562,155**	**0**	**0**		**$ -**

Professional Services **Superior Court of Shasta County**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation (Please input the estimated "Hours" only)

Activity (Court Staffing estimates)	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		68				136				68						
Infrastructure design / HW & SW Inventory list and build instructions		34				0				340						
Project plan build/accept		34				0				0						
Phase I Total	**0**	**136**			**0**	**136**			**0**	**408**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		340				340				0						
Local configuration		170				340				136						
Unit Testing		68				0				68						
Integration testing		68				0				136						
Phase II Total	**0**	**646**			**0**	**680**			**0**	**340**			**0**	**0**		
Phase III -Deployment																
Data Migration		170				170				340						
End to End Testing		68				0				170						
Training (User and Admin)		68				340				0						
User Acceptance Testing		68				340				0						
Go-Live support		136				170				170						
Post go-live support		17				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**527**			**0**	**1,020**			**0**	**680**			**0**	**0**		
Grand Total	**0**	**1,309**			**0**	**1,836**			**0**	**1,428**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses

* This proposal assumes one (1) source system for all offices in scope.
* Tyler assumes a four (4) data conversion pushes and one Go-Live event for all offices included in this proposal.

Annual Maintenance and Support

Detailed Costs for Maintenance and Support Services for each of the eight courts. For illustration purposes, below is a hypothetical M&S payment schedule table for each JBE that assumes 18 months in project duration. Actual project duration may vary, and would affect the costs shown herein.

Maintenance and support details	Cost	Explanation/Notes (if necessary)**
Superior Court of Amador County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	
Year 2	$ 22,522.50	
Year 3	$ 45,045.00	
Year 4	$ 46,396.35	
Year 5	$ 47,788.24	
Subtotal	**$ 161,752.09**	
Discount		
Total License Fee	**$ 161,752.09**	
Superior Court of Colusa County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	
Year 2	$ 12,967.50	
Year 3	$ 25,935.00	
Year 4	$ 26,713.05	
Year 5	$ 27,514.44	
Subtotal	**$ 93,129.99**	
Discount		
Total License Fee	**$ 93,129.99**	
Superior Court of Contra Costa County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	

Year 2	$ 255,937.50	
Year 3	$ 511,875.00	
Year 4	$ 527,231.25	
Year 5	$ 543,048.19	
Subtotal	**$ 1,838,091.94**	
Discount		
Total License Fees	**$ 1,838,091.94**	

Superior Court of Lassen County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	
Year 2	$ 17,062.50	
Year 3	$ 34,125.00	
Year 4	$ 35,148.75	
Year 5	$ 36,202.00	
Subtotal	**$ 121,485.00**	
Discount		
Total License Fee	**$ 121,485.00**	
Superior Court of Marin County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	
Year 2	$ 75,075.00	
Year 3	$ 150,150.00	
Year 4	$ 154,654.50	
Year 5	$ 159,294.13	
Subtotal	**$ 539,173.63**	
Discount		
Total License Fee	**$ 539,173.63**	
Superior Court of Mariposa County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	

Year 2	$ 17,062.50	
Year 3	$ 34,125.00	
Year 4	$ 35,148.75	
Year 5	$ 36,202.00	
Subtotal	**$ 121,485.00**	
Discount		
Total License Fee	**$ 121,485.00**	
Superior Court of Mono County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	
Year 2	$ 13,650.00	
Year 3	$ 27,300.00	
Year 4	$ 28,119.00	
Year 5	$ 28,962.57	
Subtotal	**$ 98,031.57**	
Discount		
Total License Fees	**$ 98,031.57**	
Superior Court of Shasta County		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$ -	
Year 2	$ 170,625.00	
Year 3	$ 341,250.00	
Year 4	$ 351,487.50	
Year 5	$ 362,032.12	
Subtotal	**$ 1,225,394.62**	
Discount		
Total License Fee	**$ 1,225,394.62**	

Assumptions/Additional Comments

* The first maintenance and support payment is due at time of Go-Live or at 18 months whichever is earlier per this Exhibit 8.

*

Other or Additional Costs (based on an individual court deployment)

Other or additional Costs

	Superior Court of Amador County			Superior Court of Colusa County			Superior Court of Contra Costa County			Superior Court of Lassen County			Superior Court of Marin County			Superior Court of Mariposa County			Superior Court of Mono County			Superior Court of Shasta County		
Description	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**
Document Scanning Services	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**
DMS Integration	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**
Integration Services (integration using web Services API)	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**
Additional Data Exchanges/Interfaces	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**	$165		**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
			$0			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**
Total			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**			**$0**

Assumptions/Additional Comments

*Tyler provides the additional services listed above and pricing will be provided based on the specific interface requirements for each respective court at an hourly rate of $165.

* An 'average' interface development project is approximately 200-300 hours in duration.

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution

Detailed Licensing Fees By Software Module or Component

Software Module or Component	**Fee Per User/Employee**	**Explanation/Notes (if necessary)****
Production Environment		
Superior Court		Tyler's hosted solution is paid on a per-user/per month basis. This equates to an annual use-fee and is included below in the annual software maintenance fees section of the proposal. There are no additional costs for the additional testing and development environments.
Testing and Development Environment		
Superior Court		
Subtotal	$ -	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		No additional third-party software is necessary.
Subtotal	$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
		Please see comment below.
Subtotal	$ -	
Subtotal	***$ -***	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	$ -	

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution

Detailed Licensing Fees By Software Module or Component

Annual Software Maintenance Fees		
Production & NonProduction Environments		
Superior Court	$4,200	This is an annual use-fee for the software. This includes full use of the software as well as all maintenance and support costs.
Total	$ 4,200.00	
Third-Party Software **(Annual Maintenance)** **(Defined as ancillary software that works in conjunction with primary software)**		
		None Required
Total	$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	$ -	
Subtotal	***$ 4,200.00***	
Less Discount		
Total Annual Software Maintenance	**$ 4,200.00**	

* Annual Use Fee = The use-fee is an annual use fee for the software. The court does not pay a license fee for the software under this model.

*

* Scanner - Peripheral Equipment: The peripherals necessary for any implementation is going to be court, software, and business process specific. Odyssey does not require any unique peripherals and most likely the peripherals that a court is using today will be sufficient for Odyssey operations.

* Pricing - Tyler prices Contractor hosted solution on a per-user/per month price. The per-user per year price ranges between $350 per month to $125 per month based on the size of the court. As California has requested a single price, no matter the size of the court, Tyler is proposing a per-user per month cost of $350 per month. Discounts in the per user per month costs are available based on the number of users, the breakdown of these discounts are included below. Further, Tyler will honor discounts for multiple courts that wish to group together and implement as a single implementation project.

* SaaS Discounts
- 1 to 10 Users: $350 per user per month.
- 11 to 20 Users: $300 per user per month.
- 21 to 40 Users: $250 per user per month.
- 41 to 60 Users: $225 per user per month.
- 61 to 80 Users: $200 per user per month.
- 81 to 100 Users: $175 per user per month.
- 101 to 120 Users: $150 per user per month.
- 121+ Users: $125 per user per month.

3. Cost Matrix for Small, Medium and Large Courts

Tyler's per user price summary for the requested generic small, medium and large size courts are included below. The cost summary for each aforementioned court size reflects the total cost; which includes the software license fee, professional services and maintenance / support. Additionally, Tyler offers the associated Hosted SaaS pricing option as an alternative pricing model should a Court elect a hosted solution (the fee summary provided is based on the respective user counts of 125 for small, 325 for medium and 750 for large).

COST SUBMISSION MATRIX

Summary Tab

Summary of Total Software, Professional Services, Maintenance & Support Costs, Other, Hosted Costs

Cost Categories	Cost - SMALL	Cost - MEDIUM	Cost - LARGE	Cost - ENTERPRISE	Explanation/Notes (if necessary)**
1. Software License Fees	$ 812,500.00	$ 2,112,500.00	$ 4,875,000.00		Please reference the Enterprise Pricing List in the Appendix section or full list of Enterprise Software License Fees for all applicable courts
2. Professional Services (Small Court)	$ 1,045,790.00	▨	▨	▨	
3. Professional Services (Medium Court)	▨	$ 1,768,295.00	▨	▨	
4. Professional Services (Large Court)	▨	▨	$ 2,503,150.00	▨	
5. Maintenance and Support	$ 612,697.31	$ 1,593,013.01	$ 3,676,183.88	$ -	
6. Other Costs	$ -	$ -	$ -	$ -	
7. Hosted Costs (if applicable)	$ 187,500.00	$ 487,500.00	$ 1,125,000.00	▨	Hosted Costs are inclusive of M&S and Software License fees
	$ 2,470,987.31	$ 5,473,808.01	$ 11,054,333.88	$ -	Total reflects software license fees, professional services and maintenance/support

Attach additional notes (if needed) to provide full explanation

* For purposes of completing this cost matrix, "Small Court" consists of 1-250 users, "Medium Court" consists of 251-500 users and "Large Court" consists of 500-1000+ users.
* For evaluation, the sample size of users in line 1 is the middle of each range: Small-125, Medium - 325, Large- 750.
* These costs reflect a hypothetical M&S payment schedule table for each JBE that assumes 18 months in project duration. Actual project duration may vary, and would affect the costs shown herein.

Licensing Fees

Detailed Licensing Fees (Including non-production environments)

Software Application	Fee Per User/Employee	Explanation/Notes (if necessary) Note Taxable Items when Applicable
Production Environment		
Superior Court	$6,500.00	
Non-Production Environment		
Superior Court	$0.00	Included in production environment costs
Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
Superior Court		
Total	***$ 6,500.00***	

****Attach additional notes (if needed) to provide full explanation.**

Assumptions/Additional Comments

* Tyler has included an enterprise price list for each court within the state (separate attachment). Courts are welcome to choose whichever pricing model (per user or enterprise) is more advantageous to their individual situation.

Software Application	Fee Per User/Employee*	Explanation/Notes (if necessary)** Note Taxable Items when Applicable
Enterprise Superior Court Pricing		
** Price Breaks at Branchwide Large-volume purchases.		
Subtotal	$ -	
Third-Party Software bundled in (List Individually)		
Subtotal	$ -	
Total	$ -	

Professional Services **SMALL COURT**

Estimated Professional Services By Implementation Phase and Activity

1. Estimated Hours and Cost

Activity (Prof Services) Phase	Project Management				Business SMEs				Technical Resources				All Other Implementation Services*			
	Resource Count	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	214	$ 185.00	$ 39,590			$ 150.00	$ -	1	80	$ 165.00	$ 13,200			$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	214	$ 185.00	$ 39,590			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Project Plan build	1	214	$ 185.00	$ 39,590			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Phase I Total	**3**	**642**		**$ 118,770**	**0**	**0**		**$ -**	**2**	**120**		**$ 19,800**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	214	$ 185.00	$ 39,590			$ 150.00	$ -	1	522	$ 165.00	$ 86,130			$ 165.00	$ -
Unit Testing	1	213	$ 185.00	$ 39,405			$ 150.00	$ -	1	522	$ 165.00	$ 86,130			$ 165.00	$ -
Integration testing	1	213	$ 185.00	$ 39,405			$ 150.00	$ -	1	522	$ 165.00	$ 86,130			$ 165.00	$ -
Phase II Total	**3**	**640**		**$ 118,400**	**0**	**0**		**$ -**	**3**	**1,566**		**$ 258,390**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	213	$ 185.00	$ 39,405			$ 150.00		1	700	$ 165.00	$ 115,500			$ 165.00	$ -
End to End Testing	1	213	$ 185.00	$ 39,405			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Training (User and Admin)	1	213	$ 185.00	$ 39,405	1	410	$ 150.00	$ 61,500			$ 165.00	$ -			$ 165.00	$ -
User Acceptance Testing	1	213	$ 185.00	$ 39,405			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Go-Live support	1	213	$ 185.00	$ 39,405	1	680	$ 150.00	$ 102,000			$ 165.00	$ -			$ 165.00	$ -
Post go-live support	1	213	$ 185.00	$ 39,405	1	56	$ 150.00	$ 8,400			$ 165.00	$ -			$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ -
Phase III Total	**6**	**1,278**		**$ 236,430**	**3**	**1,146**		**$ 171,900**	**2**	**740**		**$ 122,100**	**0**	**0**		**$ -**
Grand Total	**12**	**2,560**		**$ 473,600**	**3**	**1,146**		**$ 171,900**	**7**	**2,426**		**$ 400,290**	**0**	**0**		**$ -**

Professional Services **SMALL COURT**

Estimated Professional Services By Implementation Phase and Activity

2. Assumed Court Hourly Participation

Activity (Court Staffing estimates)	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		40				80				40						
Infrastructure design / HW & SW Inventory list and build instructions		20								200						
Project plan build/accept		20														
Phase I Total	**0**	**80**			**0**	**80**			**0**	**240**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		200				200				0						
Local configuration		100				200				80						
Unit Testing		40				0				40						
Integration testing		40				0				80						
Phase II Total	**0**	**380**			**0**	**400**			**0**	**200**			**0**	**0**		
Phase III -Deployment																
Data Migration		100				100				200						
End to End Testing		40				0				100						
Training (User and Admin)		40				200				0						
User Acceptance Testing		40				200				0						
Go-Live support		80				100				100						
Post go-live support		10				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**310**			**0**	**600**			**0**	**400**			**0**	**0**		
Grand Total	**0**	**770**			**0**	**1,080**			**0**	**840**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses
* This proposal assumes one (1) source system for all offices in scope.
* This estimate assumes that Tyler will provide a preconfigured system based on a Superior Court of similar size / structure.

Professional Services **MEDIUM COURT**

Estimated Professional Services By
Implementation Phase and Activity

1. Estimated Hours and Cost

Activity (Prof Services)	**Project Management**				**Business SMEs**				**Technical Resources**					**All Other Implementation Services***			
Phase	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**		**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																	
Business Assessment and plan build	1	294	$ 185.00	$ 54,390			$ 150.00	$ -	1	120	$ 165.00	$ 19,800				$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	294	$ 185.00	$ 54,390			$ 150.00	$ -	1	64	$ 165.00	$ 10,560				$ 165.00	$ -
Project Plan build	1	294	$ 185.00	$ 54,390			$ 150.00	$ -			$ 165.00	$ -				$ 165.00	$ -
Phase I Total	**3**	**882**		**$ 163,170**	**0**	**0**		**$ -**	**2**	**184**		**$ 30,360**		**0**	**0**		**$ -**
Phase II - Configuration and business case testing																	
Local configuration	1	294	$ 185.00	$ 54,390			$ 150.00	$ -	1	798	$ 165.00	$ 131,670				$ 165.00	$ -
Unit Testing	1	293	$ 185.00	$ 54,205			$ 150.00	$ -	1	798	$ 165.00	$ 131,670				$ 165.00	$ -
Integration testing	1	293	$ 185.00	$ 54,205			$ 150.00	$ -	1	798	$ 165.00	$ 131,670				$ 165.00	$ -
Phase II Total	**3**	**880**		**$ 162,800**	**0**	**0**		**$ -**	**3**	**2,394**		**$ 395,010**		**0**	**0**		**$ -**
Phase III -Deployment																	
Data Migration	1	293	$ 185.00	$ 54,205			$ 150.00	$ -	1	2,000	$ 165.00	$ 330,000				$ 165.00	$ -
End to End Testing	1	293	$ 185.00	$ 54,205			$ 150.00	$ -	1	40	$ 165.00	$ 6,600				$ 165.00	$ -
Training (User and Admin)	1	293	$ 185.00	$ 54,205	1	720	$ 150.00	$ 107,925			$ 165.00	$ -				$ 165.00	$ -
User Acceptance Testing	1	293	$ 185.00	$ 54,205			$ 150.00	$ -			$ 165.00	$ -				$ 165.00	$ -
Go-Live support	1	293	$ 185.00	$ 54,205	1	1,520	$ 150.00	$ 228,000			$ 165.00	$ -				$ 165.00	$ -
Post go-live support	1	293	$ 185.00	$ 54,205	1	128	$ 150.00	$ 19,200			$ 165.00	$ -				$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -				$ 165.00	$ -
(add additional cells if needed)				$ -				$ -			$ 165.00	$ -				$ 165.00	$ -
Phase III Total	**6**	**1,758**		**$ 325,230**	**3**	**2,368**		**$ 355,125**	**2**	**2,040**		**$ 336,600**		**0**	**0**		**$ -**
Grand Total	**12**	**3,520**		**$ 651,200**	**3**	**2,368**		**$ 355,125**	**7**	**4,618**		**$ 761,970**		**0**	**0**		**$ -**

Professional Services **MEDIUM COURT**

Estimated Professional Services By
Implementation Phase and Activity

2. Assumed Court Hourly Participation

Activity (Court Staffing estimates)	Court Project Management				Court Business SMEs				Court Technical Resources				All Other Implementation Services			
Phase	Resource Count	Hours			Resource Count	Hours			Resource Count	Hours			Resource Count	Hours		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		68				136			68							
Infrastructure design / HW & SW Inventory list and build instructions		34				0			340							
Project Plan build/accept		34				0			0							
Phase I Total	**0**	**136**			**0**	**136**			**408**	**0**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		340				340			0							
Local configuration		170				340			136							
Unit Testing		68				0			68							
Integration testing		68				0			136							
Phase II Total	**0**	**646**			**0**	**680**			**340**	**0**			**0**	**0**		
Phase III -Deployment																
Data Migration		170				170			340							
End to End Testing		68				0			170							
Training (User and Admin)		68				340			0							
User Acceptance Testing		68				340			0							
Go-Live support		136				170			170							
Post go-live support		17				0			0							
Other																
(add additional cells if needed)																
Phase III Total	**0**	**527**			**0**	**1,020**			**680**	**0**			**0**	**0**		
Grand Total	**0**	**1,309**			**0**	**1,836**			**1428**	**0**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses as provided in this Agreement.
* This proposal assumes one (1) source system for all offices in scope.

Professional Services **LARGE COURT**

Estimated Professional Services By Implementation Phase and Activity

1. Estimated Hours and Cost

Activity (Prof Services) Phase	Project Management				Business SMEs				Technical Resources				All Other Implementation Services*			
	Resource Count	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**	**Resource Count**	**Hours**	**Rate***	**Cost**
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build	1	350	$ 185.00	$ 64,750			$ 150.00	$ -	1	86	$ 165.00	$ 14,190			$ 165.00	$ -
Infrastructure design / HW & SW Inventory list and build instructions	1	348	$ 185.00	$ 64,380			$ 150.00	$ -	1	85	$ 165.00	$ 14,025			$ 165.00	$ -
Project Plan build	1	348	$ 185.00	$ 64,380			$ 150.00	$ -	1	85	$ 165.00	$ 14,025			$ 165.00	$ -
Phase I Total	**3**	**1,046**		**$ 193,510**	**0**	**0**		**$ -**	**3**	**256**		**$ 42,240**	**0**	**0**		**$ -**
Phase II - Configuration and business case testing																
Local configuration	1	346	$ 185.00	$ 64,010			$ 150.00	$ -	1	1018	$ 165.00	$ 167,970			$ 165.00	$ -
Unit Testing	1	346	$ 185.00	$ 64,010			$ 150.00	$ -	1	1018	$ 165.00	$ 167,970			$ 165.00	$ -
Integration testing	1	346	$ 185.00	$ 64,010			$ 150.00	$ -	1	1018	$ 165.00	$ 167,970			$ 165.00	$ -
Phase II Total	**3**	**1,038**		**$ 192,030**	**0**	**0**		**$ -**	**3**	**3,054**		**$ 503,910**	**0**	**0**		**$ -**
Phase III -Deployment																
Data Migration	1	346	$ 185.00	$ 64,010			$ 150.00	$ -	1	3600	$ 165.00	$ 594,000			$ 165.00	$ -
End to End Testing	1	346	$ 185.00	$ 64,010			$ 150.00	$ -	1	40	$ 165.00	$ 6,600			$ 165.00	$ -
Training (User and Admin)	1	346	$ 185.00	$ 64,010	1	1304	$ 150.00	$ 195,600			$ 165.00	$ -			$ 165.00	$ -
User Acceptance Testing	1	346	$ 185.00	$ 64,010			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Go-Live support	1	346	$ 185.00	$ 64,010	1	2440	$ 150.00	$ 366,000			$ 165.00	$ -			$ 165.00	$ -
Post go-live support	1	346	$ 185.00	$ 64,010	1	168	$ 150.00	$ 25,200			$ 165.00	$ -			$ 165.00	$ -
Other			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
(add additional cells if needed)			$ 185.00	$ -			$ 150.00	$ -			$ 165.00	$ -			$ 165.00	$ -
Phase III Total	**6**	**2,076**		**$ 384,060**	**3**	**3,912**		**$ 586,800**	**2**	**3,640**		**$ 600,600**	**0**	**0**		**$ -**
Grand Total	**12**	**4,160**		**$ 769,600**	**3**	**3,912**		**$ 586,800**	**8**	**6,950**		**$ 1,146,750**	**0**	**0**		**$ -**

Professional Services **LARGE COURT**

Estimated Professional Services By Implementation Phase and Activity

2. Assumed Court Hourly Participation

Activity (Court Staffing estimates)	**Court Project Management**				**Court Business SMEs**				**Court Technical Resources**				**All Other Implementation Services**			
Phase	**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**			**Resource Count**	**Hours**		
Phase I - Initiation and Infrastructure Setup																
Business Assessment and plan build		86				171				86						
Infrastructure design / HW & SW Inventory list and build instructions		43				0				428						
Project Plan build/accept		43				0				0						
Phase I Total	**0**	**172**			**0**	**171**			**0**	**514**			**0**	**0**		
Phase II - Configuration and business case testing																
Common configuration		428				428				0						
Local configuration		214				428				171						
Unit Testing		86				0				86						
Integration testing		86				0				171						
Phase II Total	**0**	**814**			**0**	**856**			**0**	**428**			**0**	**0**		
Phase III -Deployment																
Data Migration		214				214				428						
End to End Testing		86				0				214						
Training (User and Admin)		86				428				0						
User Acceptance Testing		86				428				0						
Go-Live support		181				214				214						
Post go-live support		21				0				0						
Other																
(add additional cells if needed)																
Phase III Total	**0**	**674**			**0**	**1,284**			**0**	**856**			**0**	**0**		
Grand Total	**0**	**1,660**			**0**	**2,311**			**0**	**1,798**			**0**	**0**		

Assumptions/Additional Comments

* The client will reimburse Tyler for actual and reasonable travel expenses.
* This proposal assumes 1 source system for all offices in scope.
* Any pricing over 1000 users would require a separate bid.
* Tyler assumes a four (4) data conversion pushes and one Go-Live event for all offices included in this proposal.

Annual Maintenance and Support

Detailed Costs for Maintenance and Support Services. Proposer's costs must include software upgrades due to changes in the law. Courts will not pay an additional amount for software upgrades that are required due to changes in the law.
Proposer must be willing to provide non-scope upgrades or modifications to the CMS that are paid for by a single court to be available for use to all other Courts at no additional cost.

Maintenance and support details	Cost	Explanation/Notes (if necessary)**
Small Court		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3%, following first three years fixed.
Year 1		
Year 2	$ 85,312.50	
Year 3	$ 170,625.00	
Year 4	$ 175,743.75	
Year 5	$ 181,016.06	
Subtotal	**$ 612,697.31**	
Discount		
Total License Fee	**$ 612,697.31**	
Medium Court		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$	
Year 2	$ 221,812.50	
Year 3	$ 443,625.00	
Year 4	$ 456,933.75	
Year 5	$ 470,641.76	
Subtotal	**$ 1,593,013.01**	
Discount		
Total License Fee	**$ 1,593,013.01**	
Large Court		Annual maintenance is 21% of license fee. Annual increase of Maintenance and Support is 3% following first three years fixed.
Year 1	$	
Year 2	$ 511,875.00	
Year 3	$ 1,023,750.00	
Year 4	$ 1,054,462.50	
Year 5	$ 1,086,096.38	
Subtotal	**$ 3,676,183.88**	
Discount		
Total License Fees	**$ 3,676,183.88**	
Enterprise Licensing		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Subtotal	**$ -**	
Discount		
Total License Fee	**$ -**	

Assumptions/Additional Comments

* Maintenance and Support is 21% of license fee.
* The first maintenance and support payment is due at time of Go-Live or at 18 months whichever is earlier per this Exhibit 8. .

Other or Additional Costs (based on an individual court deployment)

Other or additional Costs

	SMALL			MEDIUM			LARGE			ENTERPRISE		
Description	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**	**Unit Cost**	**No. of Units**	**Total Cost**
DMS Integration	$165		**$0**	$165		**$0**	$165		**$0**			**$0**
Integration Services (integration using web Services API)	$165		**$0**	$165		**$0**	$165		**$0**			**$0**
Additional Data Exchanges/Interfaces	$165		**$0**	$165		**$0**	$165		**$0**			**$0**
Total			**$0**			**$0**			**$0**			**$0**

Assumptions/Additional Comments

*Tyler provides the additional services listed above and pricing will be provided based on the specific interface requirements for each respective court at an hourly rate of $165.

* An 'average' interface development project is approximately 200-300 hours in duration.

*

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution

Detailed Licensing Fees By Software Module or Component

Software Module or Component	**Fee Per User/Employee**	**Explanation/Notes (if necessary)****
Production Environment		
Superior Court		Tyler's hosted solution is paid on a per-user/per-month basis. This equates to an annual use-fee and is included below in the annual software maintenance fees section of the proposal. There are no additional costs for the additional testing and development environments.
Testing and Development Environment		
Superior Court		
Subtotal	$ -	
Third-Party Software (List Individually) (Defined as ancillary software that works in conjunction with primary software)		
		No additional third-party software is necessary.
Subtotal	$ -	
Scanner & Proposal Pertinent Peripherals (List Individually)		
		Please see comment below
Subtotal	$ -	
Subtotal	***$ -***	
Bulk pricing Discount		
Discountable Software		
Less Discount		
Total License and Hardware Fees	**$ -**	

Licensing and Hardware Fees for Vendor/Proposer Hosted Solution

Detailed Licensing Fees By Software Module or Component

Annual Software Maintenance Fees		
Production & NonProduction Environments		This is an annual use-fee for the software. This includes full use of the software as well as all maintenance and support costs.
Superior Court	$ 4,200.00	
Total	$ 4,200.00	
Third-Party Software (Annual Maintenance) (Defined as ancillary software that works in conjunction with primary software)		
		None Required
Total	$ -	
Scanner and Other Peripheral Hardware (Annual Maintenance)		
Total	$ -	
Subtotal	$ **4,200.00**	
Less Discount		
Total Annual Software Maintenance	**$ 4,200.00**	

Assumptions/Additional Comments

* Annual Use Fee = The use-fee is an annual use fee for the software. The court does not pay a license fee for the software under this model.

* Scanner - Peripheral Equipment: The peripherals necessary for any implementation is going to be court, software, and business process specific. Odyssey does not require any unique peripherals and most likely the peripherals that a court is using today will be sufficient for Odyssey operations.

* Pricing - Tyler prices our hosted solution on a per-user/per month price. The per-user per year price ranges between $350 per month to $125 per month based on the size of the court. As California has requested a single price, no matter the size of the court, Tyler is proposing a per-user per month cost of $350 per month. Discounts in the per user per month costs are available based on the number of users, the breakdown of these discounts are included below. Further, Tyler will honor discounts for multiple courts that wish to group together and implement as a single implementation project.

* SaaS Discounts:
- 1 to 10 Users: $350 per user per month.
- 11 to 20 Users: $300 per user per month.
- 21 to 40 Users: $250 per user per month.
- 41 to 60 Users: $225 per user per month.
- 61 to 80 Users: $200 per user per month.
- 81 to 100 Users: $175 per user per month.
- 101 to 120 Users: $150 per user per month.
- 121+ users: $125 per user per month.

4. Enterprise Pricing List

Court	Enterprise License Cost (All Case Types, All Functions)	Criminal Case Type	Non-Criminal Case Type	Traffic Case Type	Clerk Edition	Judge Edition (Per Judge)	Integration Toolkit	All Configuration Tools	All Public Access	All Document Management
Alpine County	$32,500	$10,254	$10,260	$6,152	$2,259	$4,000	$918	$728	$930	$4,120
Sierra County	$39,000	$12,305	$12,312	$7,383	$2,711	$4,000	$1,102	$874	$1,117	$4,944
Mariposa County	$97,500	$30,761	$30,780	$18,457	$6,777	$4,000	$2,755	$2,185	$2,791	$12,360
Modoc County	$97,500	$30,761	$30,780	$18,457	$6,777	$4,000	$2,755	$2,185	$2,791	$12,360
Colusa County	$110,500	$34,863	$34,884	$20,918	$7,680	$4,000	$3,122	$2,477	$3,164	$14,008
Mono County	$110,500	$34,863	$34,884	$20,918	$7,680	$4,000	$3,122	$2,477	$3,164	$14,008
Trinity County	$117,000	$36,914	$36,936	$22,148	$8,132	$4,000	$3,306	$2,623	$3,350	$14,832
Plumas County	$123,500	$38,964	$38,988	$23,379	$8,584	$4,000	$3,489	$2,768	$3,536	$15,656
Inyo County	$136,500	$43,066	$43,092	$25,840	$9,487	$4,000	$3,857	$3,060	$3,908	$17,304
Del Norte County San	$201,500	$63,574	$63,612	$38,144	$14,005	$4,000	$5,693	$4,517	$5,769	$25,543
Benito County	$201,500	$63,574	$63,612	$38,144	$14,005	$4,000	$5,693	$4,517	$5,769	$25,543
Calaveras County	$208,000	$65,624	$65,664	$39,375	$14,457	$4,000	$5,877	$4,662	$5,955	$26,367
Glenn County	$221,000	$69,726	$69,768	$41,836	$15,361	$4,000	$6,244	$4,954	$6,327	$28,015
Amador County	$240,500	$75,878	$75,924	$45,527	$16,716	$4,000	$6,795	$5,391	$6,886	$30,487
Lassen County	$247,000	$77,929	$77,976	$46,757	$17,168	$4,000	$6,979	$5,536	$7,072	$31,311
Lake County	$273,000	$86,132	$86,183	$51,679	$18,975	$4,000	$7,713	$6,119	$7,816	$34,607
Tehama County	$286,000	$90,234	$90,287	$54,140	$19,878	$4,000	$8,081	$6,411	$8,188	$36,255
Tuolumne County	$305,500	$96,386	$96,443	$57,832	$21,234	$4,000	$8,632	$6,848	$8,747	$38,727
Siskiyou County	$344,500	$108,690	$108,755	$65,214	$23,944	$4,000	$9,733	$7,722	$9,863	$43,671
Yuba County	$364,000	$114,843	$114,911	$68,906	$25,300	$4,000	$10,284	$8,159	$10,422	$46,143
Nevada County	$455,000	$143,553	$143,639	$86,132	$31,625	$4,000	$12,856	$10,199	$13,027	$57,678
Sutter County	$455,000	$143,553	$143,639	$86,132	$31,625	$4,000	$12,856	$10,199	$13,027	$57,678
Mendocino County	$468,000	$147,655	$147,743	$88,593	$32,528	$4,000	$13,223	$10,490	$13,399	$59,326
Napa County	$578,500	$182,518	$182,627	$109,511	$40,208	$4,000	$16,345	$12,967	$16,563	$73,334
Kings County	$604,500	$190,721	$190,835	$114,433	$42,016	$4,000	$17,079	$13,550	$17,307	$76,630
El Dorado County	$637,000	$200,975	$201,095	$120,585	$44,274	$4,000	$17,998	$14,278	$18,238	$80,750
Humboldt County	$637,000	$200,975	$201,095	$120,585	$44,274	$4,000	$17,998	$14,278	$18,238	$80,750
Madera County	$715,000	$225,584	$225,719	$135,350	$49,696	$4,000	$20,202	$16,027	$20,471	$90,638
Yolo County	$734,500	$231,736	$231,875	$139,042	$51,051	$4,000	$20,752	$16,464	$21,029	$93,110
Butte County	$864,500	$272,751	$272,914	$163,651	$60,087	$4,000	$24,426	$19,378	$24,751	$109,589
Imperial County	$897,000	$283,005	$283,174	$169,803	$62,346	$4,000	$25,344	$20,106	$25,682	$113,709
Santa Cruz County	$929,500	$293,259	$293,434	$175,955	$64,605	$4,000	$26,262	$20,835	$26,612	$117,829
Merced County	$1,027,000	$324,021	$324,214	$194,412	$71,381	$4,000	$29,017	$23,020	$29,404	$130,189
Marin County	$1,033,500	$326,071	$326,266	$195,643	$71,833	$4,000	$29,200	$23,166	$29,590	$131,013
San Luis Obispo County	$1,033,500	$326,071	$326,266	$195,643	$71,833	$4,000	$29,200	$23,166	$29,590	$131,013
Shasta County	$1,170,000	$369,137	$369,358	$221,482	$81,320	$4,000	$33,057	$26,225	$33,498	$148,316
Placer County	$1,215,500	$383,493	$383,722	$230,096	$84,483	$4,000	$34,343	$27,245	$34,801	$154,084
Sonoma County	$1,366,000	$430,976	$431,233	$258,585	$94,943	$4,000	$38,595	$30,619	$39,109	$173,162
Monterey County	$1,370,000	$432,238	$432,496	$259,343	$95,221	$4,000	$38,708	$30,708	$39,224	$173,669
Tulare County	$1,370,000	$432,238	$432,496	$259,343	$95,221	$4,000	$38,708	$30,708	$39,224	$173,669
Solano County	$1,374,000	$433,500	$433,759	$260,100	$95,499	$4,000	$38,821	$30,798	$39,338	$174,176
Stanislaus County	$1,739,000	$548,658	$548,985	$329,195	$120,869	$4,000	$49,134	$38,979	$49,789	$220,446
Santa Barbara County	$1,366,000	$430,976	$431,233	$258,585	$94,943	$4,000	$38,595	$30,619	$39,109	$173,162
San Joaquin County	$1,779,000	$561,278	$561,613	$336,767	$123,649	$4,000	$50,264	$39,876	$50,934	$225,516

Court	Enterprise License Cost (All Case Types, All Functions)	Criminal Case Type	Non-Criminal Case Type	Traffic Case Type	Clerk Edition	Judge Edition (Per Judge)	Integration Toolkit	All Configuration Tools	All Public Access	All Document Management
San Mateo County	$1,755,000	$553,706	$554,037	$332,224	$121,981	$4,000	$49,586	$39,338	$50,247	$222,474
Ventura County	$1,767,000	$557,492	$557,825	$334,495	$122,815	$4,000	$49,925	$39,607	$50,590	$223,995
Kern County	$1,807,000	$570,112	$570,452	$342,067	$125,595	$4,000	$51,055	$40,503	$51,736	$229,066
Fresno County	$1,831,000	$577,684	$578,029	$346,610	$127,263	$4,000	$51,733	$41,041	$52,423	$232,108
San Francisco County	$1,855,000	$585,256	$585,606	$351,154	$128,931	$4,000	$52,411	$41,579	$53,110	$235,151
Contra Costa County	$2,656,000	$837,937	$838,474	$497,756	$184,604	$4,000	$75,042	$59,534	$76,043	$336,690
Alameda County	$2,780,000	$877,095	$877,619	$526,257	$193,223	$4,000	$78,546	$62,313	$79,593	$352,409
Sacramento County	$2,768,000	$873,309	$873,831	$523,986	$192,389	$4,000	$78,207	$62,044	$79,250	$350,888
Santa Clara County	$3,920,000	$1,236,768	$1,237,506	$742,061	$272,458	$4,000	$110,755	$87,866	$112,232	$496,922
San Bernardino County	$3,916,000	$1,235,506	$1,236,243	$741,303	$272,180	$4,000	$110,642	$87,776	$112,118	$496,415
Riverside County	$3,864,000	$1,219,100	$1,219,827	$731,460	$268,566	$4,000	$109,173	$86,611	$110,629	$489,823
San Diego County	$5,373,000	$1,695,192	$1,696,204	$1,017,115	$373,448	$4,000	$151,808	$120,435	$153,832	$681,113
Orange County	$5,309,000	$1,675,000	$1,676,000	$1,005,000	$369,000	$4,000	$150,000	$119,000	$152,000	$673,000
Los Angeles County	$13,767,000	$4,343,516	$4,346,109	$2,606,109	$956,870	$4,000	$388,972	$308,584	$394,158	$1,745,186

5. Fee or Price Adjustments During Term.

A. **Initial Term**. Except as otherwise provided in this Exhibit 8, Contractor may not increase any of Contractor's prices, fees, and rates set forth in this Agreement during the Initial Term. This provision does not restrict a JBE from negotiating lower fees in such JBE's Participating Addendum.

B. **Option Terms**. Except as otherwise provided in this Exhibit 8, upon the commencement of each Option Term, Contractor may elect to increase the annual license, maintenance, support, professional service rates and Hosted Services fees; provided, however, that such percentage increase may not exceed three percent (3%) annually.

6. Payment Terms.

A. Invoice Procedures. After the JBE has accepted the Services and Work in accordance with the acceptance criteria outlined in this Agreement or a Participating Addendum's Statement of Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Purchase Order Number and/or Contract as applicable.

Submitted invoices are to be in accordance with Exhibit 7 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for professional services under this Agreement.

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) the number of hours worked and the applicable hourly rate (as set forth in the Service and contractor Personnel Rates Table). If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.

D. Invoice Details. Contractor will submit invoices to the JBE. Each invoice will have a number and will include the following information:

a) purchase order or agreement number;
b) service request date, if applicable;

c) detailed description of service(s), including the following information:
    i. location where service(s) were performed;
    ii. description of service(s) performed;
d) hours billed;
e) hourly billing rate;
f) approved reimbursable expenses;
g) list of materials used, with pricing;
h) date of service completion;
i) name and address of contractor;
j) Contractor's federal taxpayer identification number.

E. Required Certification. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

F. Retention Amount. During the implementation phase of this project, at least ten (10) percent of each invoice shall be withheld by the JBE and the aggregate amount withheld shall be paid to Contractor upon delivery and acceptance by JBE of the final implementation deliverable required by this Agreement and applicable Statement of Work.

G. Invoice Disputes. If JBE believes any delivered software or service does not conform to the warranties in this Agreement, JBE will provide Contractor with written notice within thirty (30) days of JBE's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues JBE contends are in dispute so that Contractor can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the JBE notice. Contractor will work with JBE as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the JBE notice. JBE may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of JBE's failure to complete the items agreed to be done by JBE, and JBE does not rectify that failure within a commercially reasonable timeframe after Contractor has notified JBE of it, then Contractor may demand immediate full payment of the invoice.

END OF EXHIBIT 8

EXHIBIT 9

CONTRACTOR EXPENSE AND TRAVEL REIMBURSEMENT GUIDELINES

All travel-related expenses must be approved in advance by the JBE. The JBE policy and limits on reimbursable travel-related expenses are listed below.

Lodging – Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.

1. In-state - Actual costs are reimbursable up to a maximum per day rate of $250 for San Francisco county; $140 for Alameda, San Mateo, and Santa Clara counties; $120 for Los Angeles, Orange and Ventura counties; and $110 for all other counties, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to $8.
2. Lunch – Up to $12.
3. Dinner – Up to $20.

For continuous travel of less than 24 hours, actual expenses up to the above limits may are reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
3. Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to $6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of $3.50 or more.

2. Mileage – Personal vehicle mileage is reimbursable at the current federal mileage reimbursement rate established by the IRS that corresponds to the date(s) of travel.

Other Business Expenses – Actual cost is reimbursable. Receipts or documentation are required for all other business expenses, regardless of the amount claimed.

END OF EXHIBIT 9

EXHIBIT 10

MAINTENANCE AND SUPPORT FOR ON-PREMISE SOLUTION

Contractor (Tyler) will provide JBE with the following maintenance and support services for the Licensed Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. Contractor provides maintenance and support services on an annual basis. The initial term commences on the date of execution of a particular Participating Addendum, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period.

2. Maintenance and Support Fees. JBE's first annual maintenance and support fee payment for the Licensed Software is waived through the earlier of (i) eighteen months following the execution of JBE's Participating Addendum or (ii) JBE's first use of the Licensed Software in live production. JBE's second annual maintenance and support fee payment is as listed in the Agreement, Investment Summary, or Participating Addendum, and JBE's payment obligations are set forth in the Agreement. JBE's subsequent annual maintenance and support fees shall be at Contractor's then-current rates, provided such fees may not increase at a percentage greater than set forth in Exhibit 8. Contractor reserves the right to suspend maintenance and support services if JBE fails to pay undisputed maintenance and support fees within forty-five (45) days of Contractor's written notice. Contractor will reinstate maintenance and support services only if JBE pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.

   2.1 JBE's annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by JBE. JBE will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting JBE entitlement to receive the remainder of any Version Release in which such enhancement is offered.

3. Maintenance and Support Services. As long as JBE is not using the Help Desk as a substitute for Contractor training services on the Licensed Software, and JBE timely pays maintenance and support fees, Contractor will, consistent with Contractor's then-current Support Call Process:

   3.1 perform Contractor maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Licensed Software (limited to the then-current version and the immediately prior version); provided, however, that if JBE modifies the Licensed Software without Contractor consent, Contractor's obligation to provide maintenance and support services on and warrant the Licensed Software will be void;

3.2 provide telephone support during Contractor established support hours;

3.3 maintain personnel that are sufficiently trained to be familiar with the Licensed Software and Third Party Software, if any, in order to provide maintenance and support services;

3.4 provide JBE with a copy of all major and minor releases to the Licensed Software (including updates and enhancements) along with the appropriate documentation that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Licensed Software in accordance with Contractor then-current release life cycle policy and this Agreement.

4. JBE Responsibilities. When JBE logs a Defect according to the Support Call Process, JBE must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows Contractor to confirm and/or recreate the Defect. Contractor will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Contractor uses an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, JBE agrees to maintain a high-speed internet connection capable of connecting Contractor to JBE PCs and server(s). JBE agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at Contractor's option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Contractor cannot resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, Contractor will be responsible for Contractor travel expenses, unless it is determined that the reason onsite support was required was a reason outside Contractor control. Either way, JBE agrees to provide Contractor with full and free access to the Licensed Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that JBE also maintain a VPN for backup connectivity purposes. JBE acknowledges that, if JBE require Contractor to use some remote connection tool or method other than those described herein, Contractor's ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and Contractor will be relieved of any commitments to the extent Contractor's inability to provide Contractor maintenance and support services is impacted by JBE connection requirements.

4.1 JBE agrees to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, JBE infrastructure, and business processes. JBE agrees to filter issues through JBE internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to JBE infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which JBE requests services, but which is not a Documented Defect, shall be treated as a request for other services.

5. Hardware and Other Systems. If JBE is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of JBE's peripheral systems or other software is the cause of the issue, Contractor will notify JBE so that JBE may contact the support agency for that peripheral system. Contractor cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for Contractor to provide the highest level of software support, JBE bears the following responsibility related to hardware and software:

   (a) All infrastructure executing Licensed Software shall be managed by JBE;
   (b) JBE will maintain support contracts for all non-Licensed Software associated with Licensed Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) JBE will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Licensed Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Licensed Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless JBE is a hosted customer; (f) support outside Contractor normal business hours as listed in Contractor then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to JBE on a time and materials basis at Contractor then current rates. JBE must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Contractor current Support Call Process for the Licensed Software is attached as Schedule 2.

Schedule 1
JBE Specific Maintenance and Support Services

JBEs also receive, as part of the annual maintenance and support services, the following additional services:

1. If Odyssey is included as part of the Licensed Software, then a license to the Enterprise Custom Reporting functionality made available therein and maintenance of that functionality.

2. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). Contractor makes commercially reasonably efforts for such training to be on then-current releases of the Licensed Software and to address all commercially available applications of the Licensed Software.

3. Contractor also makes available, for JBEs legislative change support as follows:

3.1 Contractor will provide JBE with refinements, enhancements, or other modifications to the Licensed Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all Contractor clients in JBE's state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

3.2 Contractor will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Licensed Software.

3.3 For JBEs, Contractor's responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at Contractor's then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all JBEs within JBE's state during that term.

3.4 JBE is responsible for any fees in excess of the applicable limits under Section 3.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to JBE, Contractor will provide JBE with a change order.

3.5 Contractor legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of JBE's internal business purposes disclosed to Contractor as of the Effective Date.

4. For each JBE, Contractor also makes available a dedicated transition manager from within Contractor's client success team that is responsible for assisting JBE with its transition phase. The transition phase will occur after the implementation phase go-live. The primary goals of the transition phase are as follows: (1) purposefully transition the healthy day-to-day relationship from the implementation project team to the maintenance support team. The transition manager will be responsible for consulting JBE on help desk and operational best practices, Contractor's maintenance offerings, and Contractor's support process/tools/sites/documentation; and (2) create a clear path to resolution of any residual go-live issues from the implementation phase. The transition manager will be responsible for developing an action plan to focus on residual go-live issues. The execution of the action plan is led by the transition manager and the full transition team, which will be made up of the key members of the implementation project team and key members of the client success team. The transition phase typically lasts one to three months or until residual go-live issues from the implementation phase are resolved. Following JBE's transition phase, JBE will have access to a west coast client success account manager who is familiar with California's unique court practices and who will serve as JBE's advocate to ensure service goals are met. The client success account manager will manage JBE's escalation issues and will consult with JBE on annual software upgrade release planning activities.

Schedule 2
Support Call Process and Service Levels

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
(2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(3) Program Updates – where development activity is made available for client consumption
(4) Tyler University - online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Contractor will provide JBE with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, Contractor will use commercially reasonable efforts to meet the resolution times set forth below.

Contractor will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist JBE IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Licensed Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Licensed Software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Time
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Time
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technologies' software support consists of four types of personnel:

(1) Application Support Representatives: responsible for responding & resolving incidents
(2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives
(3) Support Managers: responsible for the management of support teams
(4) Support Account Managers: responsible for day to day account management.

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, JBE may escalate the incident to JBE's Support Account Manager. JBE's Support Account Manager will meet with JBE and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of JBE's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to JBE's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

END OF EXHIBIT 10

EXHIBIT 11

TRAINING

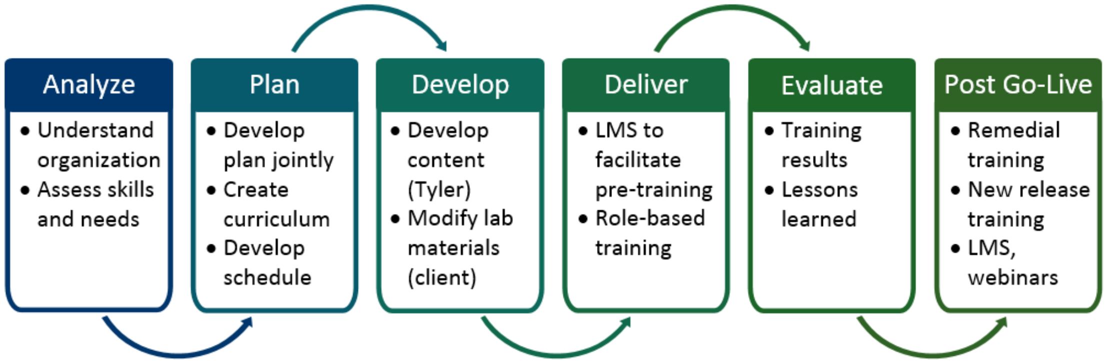
Proper training is vital to ensure that staff are able to use their new software and become familiar with its functions. Contractor training is tailored to offer users the level of information they need to perform their jobs effectively. Tyler offers several different training approaches and mediums to meet the needs of the Courts. Contractor's traditional, instructor-led training approach provides training classes for all users that depend on their role. Another common approach is train-the-trainer. With train-the-trainer, Tyler staff trains client subject matter experts who then train the remaining staff on how to use the software. Contractor also conducts business process review training. Coupled with Contractor's ongoing educational opportunities, either training approach can effectively prepare JBE staff to use the new software.

Contractor dedicated team of experienced trainers are ready to assist the JBE user community in the transition. Training plans, training materials, and the training itself must address process changes and the needs of specific job positions. Users must understand how to use the capabilities of the new system. This training program meets these needs and offers the following benefits:

- A highly collaborative planning process that takes into account the Courts' unique needs
- Flexibility in training approaches ranging from full-service, instructor-led training to train-the-trainer programs that leverage client resources and nontraditional remote training options
- An iterative approach that involves the user prior to, during, and after the actual go-live
- The training environment is based on the Courts' data to make the training relevant.
- Variety of training resources available to suit the needs of end users

Contractor training methodology has proven successful over numerous implementations. The process starts with analysis of training needs, forming a plan, developing tailored content, delivering that training, evaluating results, and empowering the Courts' staff to have on-going learning as shown in Figure 1.

Figure 1 – Training Process


Analyze
• Understand organization
• Assess skills and needs
Plan
• Develop plan jointly
• Create curriculum
• Develop schedule
Develop
• Develop content (Tyler)
• Modify lab materials (client)
Deliver
• LMS to facilitate pre-training
• Role-based training
Evaluate
• Training results
• Lessons learned
Post Go-Live
• Remedial training
• New release training
• LMS, webinars

Instructor-Led Approach

Tyler will encourage hands-on exercises using real data and scenarios, providing a translation between how the participant previously performed a process and how they will perform the process using Odyssey. Additionally, we strongly suggest that training, where feasible, be conducted away from users' day-to-day responsibilities in a quiet training facility. The maximum number of training recipients will be constrained by the training facilities available (assuming, preferably, that each recipient will have access to his or her own workstation).

All Tyler-led training will be performed in a classroom setting using facilities and equipment provided by the Courts such that each participant can have hands-on access to a computer workstation during training. Training will be conducted during standard business hours with adequate breaks in the instruction to facilitate adult learning methodologies.

Train-the-Trainer Approach

For the train-the-trainer model, client experts lead the instruction. Contractor recommends having two leaders in the classroom throughout the session as a best practice. Tyler recommends to perform training in a classroom setting using facilities and equipment such that each participant can have hands-on access to a computer workstation during training. Training should be conducted during standard business hours with adequate breaks in the instruction to facilitate adult learning methodologies.

Knowledge Transfer

Tyler and Court instructors will deliver the training to the end users. There will be a training matrix which details the training approach, modules, number of users, user roles, etc. The primary goals of training are:

- Provide instructor-led training utilizing training materials (manuals) that are repeatable.
- Provide instructor lecture and demonstrations, with hands-on exercises.
- Provide a stable, predictable and consistent training environment dedicated to the needs of the Odyssey trainers and end-users.
- Provide agility in instruction with the use of a training approach that accommodates any modifications to the software and how it may change users' operation the system.
- Establish a separate training environment and develop a baseline training database. This environment will need to stay synchronized with the Odyssey production environment.
- Training for Odyssey users will be broken into modules and delivered by functional role as illustrated in Table 1.

Contractor's approach to on-site training will be focused on the Courts' business process, not just Odyssey functionality. The duration of this training will be based on the user's job function. This allows the Courts to receive more business process-based training that ultimately promotes greater knowledge retention.

Table 1 – Tyler provides role-based end user training

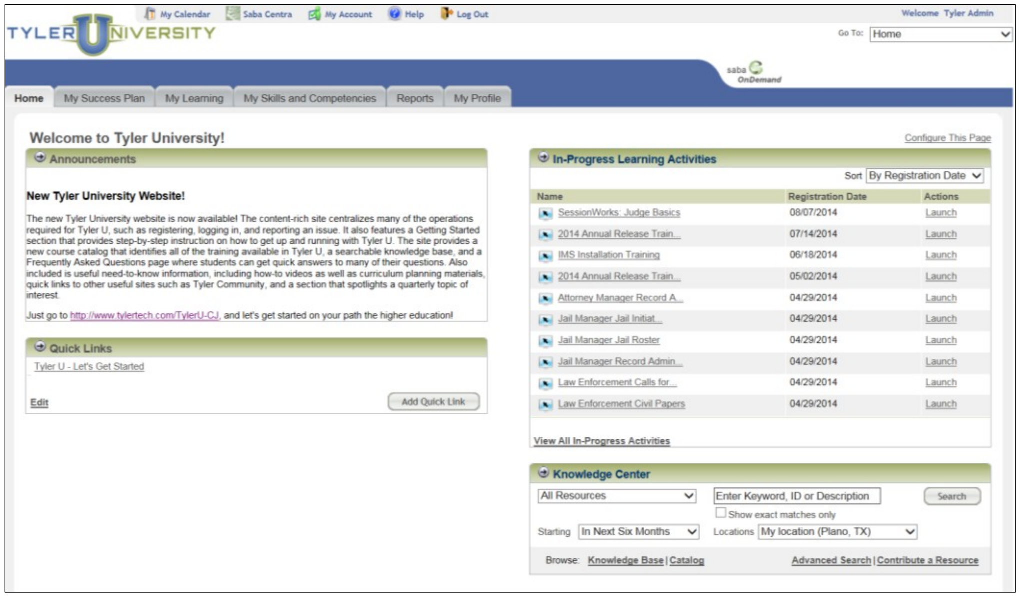
	Case Basics	Case Entry	Parties	Payment Processing	Registry Entries	Calendars	eFiling
Payments Clerk	✓	✓	✓	✓			
Docket Clerk	✓		✓		✓		✓
Judge	✓		✓				
Court Admin	✓	✓	✓		✓	✓	✓
Attorney							✓

Online Training

The modules in the learning management system are designed and professionally produced as online training; they are not merely classroom modules or interactive webinars that have been recorded. These self-paced training modules allow users to take application-based courses at their own pace to fulfill the requisite number of hours of application training. In addition to and in conjunction with this instruction, the LMS provides management with tools to track students' progress through the various learning assignments. The modules can be configured with self- test exit criteria, and tied to the LMS so that the learners' participation and grasp of the subject can be confirmed and monitored.

Tyler strongly recommends and has had great success using online learning as a prerequisite to classroom instruction. This can reduce the amount of time required for classroom instruction, but more significantly, it can greatly improve the overall training experience for the users. If users complete the on-learning prerequisites, which Tyler can put tools into management's hands to monitor, then they are much better able to follow along, and more time is spent in class on business practices, handling special situations, and hands-on exercises under the guidance of an instructor.

The Tyler University learning management system (LMS) can be used for delivering basic training to new employees and refresher training to existing employees as needed (see Figure 2). This LMS features hundreds of Odyssey software courses. Tyler encourages the use of its online LMS to provide basic, remedial training to both power users and end users. The LMS contains training curriculum that comprises various interactive training videos, review questions, and educational documents, which are assigned to specific user groups or audiences within the system. These self-paced training modules allow users to take application-based courses at their own pace to fulfill the requisite number of hours of application training. In addition to and in conjunction with this instruction, the LMS provides management with tools to track students' progress through the various learning assignments.


TYLER UNIVERSITY
My Calendar
Saba Centra
My Account
Help
Log Out
Welcome Tyler Admin
Go To: Home
saba OnDemand
Home
My Success Plan
My Learning
My Skills and Competencies
Reports
My Profile
Configure This Page

Welcome to Tyler University!

Announcements

New Tyler University Website!

The new Tyler University website is now available! The content-rich site centralizes many of the operations required for Tyler U, such as registering, logging in, and reporting an issue. It also features a Getting Started section that provides step-by-step instruction on how to get up and running with Tyler U. The site provides a new course catalog that identifies all of the training available in Tyler U, a searchable knowledge base, and a Frequently Asked Questions page where students can get quick answers to many of their questions. Also included is useful need-to-know information, including how-to videos as well as curriculum planning materials, quick links to other useful sites such as Tyler Community, and a section that spotlights a quarterly topic of interest.

Just go to http://www.tylertech.com/TylerU-CJ, and let's get started on your path the higher education!

Quick Links
Tyler U - Let's Get Started
Edit
Add Quick Link

In-Progress Learning Activities

Sort By Registration Date

Name	Registration Date	Actions
SessionWorks: Judge Basics	08/07/2014	Launch
2014 Annual Release Train...	07/14/2014	Launch
IMS Installation Training	06/18/2014	Launch
2014 Annual Release Train...	05/02/2014	Launch
Attorney Manager Record A...	04/29/2014	Launch
Jail Manager Jail Initiat...	04/29/2014	Launch
Jail Manager Jail Roster	04/29/2014	Launch
Jail Manager Record Admin...	04/29/2014	Launch
Law Enforcement Calls for...	04/29/2014	Launch
Law Enforcement Civil Papers	04/29/2014	Launch

View All In-Progress Activities
Knowledge Center
All Resources
Enter Keyword, ID or Description
Search
☐ Show exact matches only
Starting In Next Six Months
Locations My location (Plano, TX)
Browse: Knowledge Base | Catalog
Advanced Search | Contribute a Resource

Figure 2 – Tyler University Learning Management System

Users can take advantage of online, on-demand training courses using the LMS tool. This helps the Courts minimize site visits and instructor time to reduce cost.

Training Documentation

Tyler provides base training documentation that can be used in their entirety, or as a starting point for more tailored documentation. Training materials include the following:

- User Manuals
- Training Manuals
- Online Training Modules
- Quick Reference Guides

Training for System Administrators/IT Staff

With any investment into an enterprise system, the solution must be maintained and administered. Tyler recommends the following approach for knowledge transfer from our knowledgeable deployment staff to your technical staff.

Technical training begins during some of the first discussions about the infrastructure needed to support the installation of Odyssey. This will be Contractor's first opportunity to hold a detailed discussion over hardware and network infrastructure and maintenance considerations that are specific to the solutions JBE has purchased. Tyler technical resources will explain in detail what is needed and how the pieces fit together. Together, we will create a hardware plan. Once the hardware and infrastructure are in place and we have conducted the site installation, we can then conduct a basic training class over site installation covering all the different pieces and how they work together. Contractor will cover some basic procedures for startup and shutdown as well as discuss recommendations for backup strategies within pre and post go live time frames.

During end-user training, sessions will be scheduled to include system administration to the application administrators. This training will give the administrators the knowledge needed to maintain the system code tables and will also cover release processes. Tyler will also cover transition and communication plans for Contractor support teams. This will ensure JBE technical staff has all the appropriate information needed to continue administering the solution once we have a production system.

Some of the key topics we will cover center around SQL backups, SQL maintenance plans, system recovery, SQL recovery, the various application and job server components, imaging storage, document repository recovery, replication setup, and teardown. As we get closer to turning on the production system, we will have additional time to train technical staff on routine maintenance of the application, integration, and job servers. This will include troubleshooting, best practices, and tips from Contractor technical teams. As part of the technical training approach, Tyler will provide documentation that covers the topics discussed.

END OF EXHIBIT 11

EXHIBIT 12

TRANSITION SERVICES

1. Termination Procedures. Upon any termination of this Agreement, Contractor shall make reasonable attempts to (i) provide all information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable case management system software program (the “Substitute Product”) if requested by the JBE. Such continuing services and assistance shall be provided to the JBE for a reasonable time period to be mutually agreed upon by Contractor and the JBE.   Such services may include, upon the JBE’s request, the following services: (i) take such action as may be necessary to preserve and protect the work previously performed by Contractor, and any property related to this Agreement in the possession of Contractor in which the JBE has an ownership interest; (ii) continue performance of any work as may be reasonably practical and agreed upon between Contractor and the JBE , and (iii) take other steps reasonably required with respect to this Contract and mutually agreed upon between Contractor and the JBE.

2. Software Support. Contractor understands and agrees that, during the transition period, the JBE may be entitled to receive continuing Maintenance and Support Services from Contractor for the Licensed Software, in accordance with the provisions of Exhibit 10 (Maintenance and Support).

3. Transition Fees. Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at Contractor’s hourly rates as set forth in Contractor’s then-standard rates and charges table. Except as provided in this Exhibit 12, no termination fees of any kind, including but not limited to unrecovered costs or other transition fees shall be payable by the JBE upon or subsequent to the termination of this Agreement.

4. Transition Personnel Requirements. Contractor will make Contractor personnel available on a commercially reasonable basis, and as provided in this Exhibit 12, to assist in the transition from the Licensed Software supported by Contractor’s Maintenance and Support Services, to the Substitute Product, supported by the JBE or the JBE’s designee.

END OF EXHIBIT 12

EXHIBIT 13

PARTICIPATING ADDENDUM

(1) This Participating Addendum is made and entered into as of [month/day/year] ("Participating Addendum Effective Date") by and between the _________________ ***[add full name of the JBE]*** ("JBE") and [add name of Contractor] ("Contractor") pursuant to the Master Agreement #___________ ***[add Master Agreement # - see cover page]*** ("Master Agreement") dated ___________, 20__ ***[add Effective Date of the Master Agreement]*** between the ***[add name of the JBE that established the Master Agreement]*** ("Establishing JBE") and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.

(2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document.

(3) Under this Participating Addendum, the JBE may, at its option, order Contractor's Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE's Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such ordering documents.

(4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE's use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

(5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

(6) The term of this Participating Addendum shall be from the Effective Date until: [__________*month/day/year* – ***may not exceed the Expiration Date of the Master Agreement***].

(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.

(8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor:	**If to the JBE:**
[name, title, address] With a copy to:	[name, title, address] With a copy to:

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

Invoices shall be sent to the following address and recipient:

____

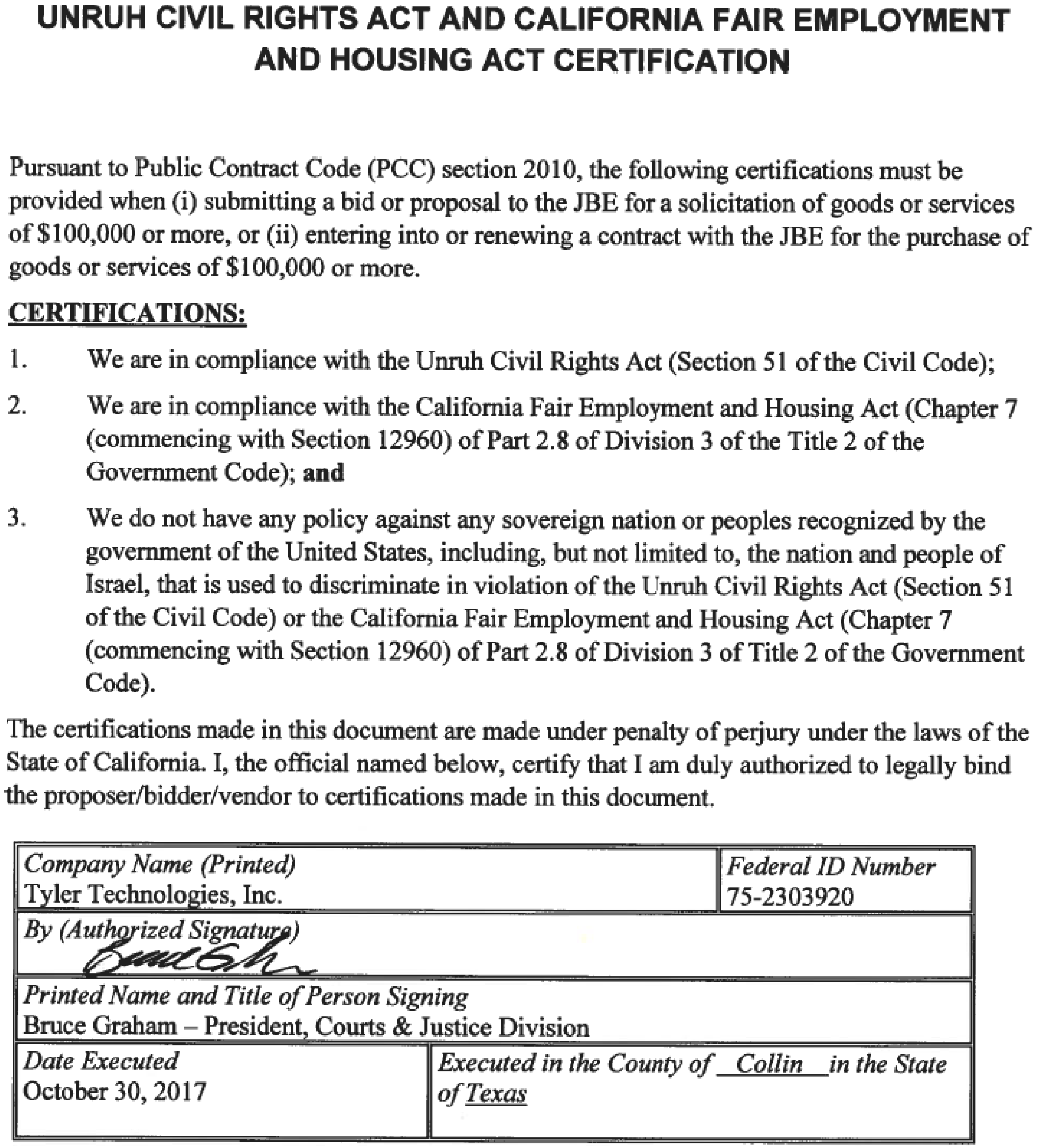
(9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]	***[CONTRACTOR]***
By: _________________________	By: _________________________
Name:	Name:
Title:	Title:

END OF EXHIBIT 13

EXHIBIT 14



UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

Company Name (Printed) Tyler Technologies, Inc.	*Federal ID Number* 75-2303920
By (Authorized Signature)	
Printed Name and Title of Person Signing Bruce Graham – President, Courts & Justice Division	
Date Executed October 30, 2017	*Executed in the County of* Collin *in the State of* Texas

END OF EXHIBIT 14

EXHIBIT 15

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END OF EXHIBIT 15

Exhibit 16

SaaS SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that Contractor will provide to JBEs to ensure the availability of the application services that JBEs have requested Contractor to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Licensed Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

JBE Error Incident: Any service unavailability resulting from JBE applications, content or equipment, or the acts or omissions of any of JBE service users or third-party providers over whom Contractor exercises no control.

Downtime: Those minutes during which the Licensed Software is not available for JBE use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Licensed Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, JBE Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Licensed Software is intended to be 24/7/365. Contractor sets Service Availability goals and measures whether Contractor has met those goals by tracking Attainment.

a. JBE Responsibilities

Whenever JBEs experience Downtime, JBE must make a support call according to the procedures outlined in the Support Call Process. JBE will receive a support incident number.

JBE must request all JBE relief, in writing, pursuant to the Downtime that JBE has experienced during a calendar quarter. JBE must deliver such documentation to Contractor within 30 days of a quarter's end. The documentation JBE provides must evidence the Downtime clearly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s), all of which is contained in the Contractor’s ticketing portal.

b. Contractor Responsibilities

When Contractor’s support team receives a call from JBE that Downtime has occurred or is occurring, Contractor will work with JBE to identify the cause of the Downtime (including whether it may be the result of a JBE Error Incident or Force Majeure). Contractor will also work with the JBE to resume normal operations.

Upon timely receipt of JBE's Downtime report, Contractor will compare that report to Contractor's own outage logs and support tickets to confirm that Downtime for which Contractor was responsible indeed occurred.

Contractor will respond to JBE's Downtime report within 30 day(s) of receipt. To the extent Contractor has confirmed Downtime for which it is responsible, Contractor will provide JBE with the relief set forth below.

c. JBE Relief

When a Service Availability goal is not met due to confirmed Downtime, Contractor will provide JBE with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the JBE Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by Contractor in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Contractor of its obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Contractor will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following JBE relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	JBE Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

JBE may request a report from Contractor that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, JBE Error Incidents, and Force Majeure.

Contractor performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Contractor will provide advance notice of those windows and will coordinate to the greatest extent possible with JBE.

V. Force Majeure

JBE will not hold Contractor responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Contractor will file with JBE a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Contractor's request for relief pursuant to this Section. JBE will not unreasonably withhold its acceptance of such a request.

END OF EXHIBIT 16