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| Exhibit LTermination Assistance PlanforJudicial Council of California(Judicial Council) |
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This is Exhibit L(Termination Assistance Plan) to the Agreement between the Judicial Council of California (Judicial Council) and Vendor.

Vendor shall develop a detailed Termination Assistance Plan, which shall contain Vendor’s strategy and plan for disentanglement as set forth in this Exhibit L. The written detailed Termination Assistance Plan, once reviewed and approved by the Judicial Council, shall be incorporated into this Exhibit L by reference. *[Final Termination Assistance Plan to be determined at contract negotiation]*

# Termination Assistance Plan Overview

The Termination Assistance Plan relies on the following elements:

* The Successor will require reasonable access to Vendor and subcontractor(s) that are dedi­cated to the Services of the existing Judicial Council contract. Vendor anticipates that the access would be part of a structured interview and transfer of staff process subject to the agreements and obligations guiding Vendor.
* The termination assistance communication plan is a critical component of the risk management during Termination Assistance Period. The communication plan contains information about regularly scheduled meet­ings that will regularly review plans for potential risks and develop mitigation plans for them.
* Vendor and the Successor will need to establish a project plan which outlines expectations, roles, and responsibilities. It will also need to define conflict and resolution during knowledge transfer processes and service transition.
* Vendor and Successor termination assistance team will be the focal point of all termination assistance activity. They will bring status, plans, and issues to the Judicial Council termination assistance management committee in a regularly scheduled meeting.
* Vendor will provide a detailed project plan for termination assistance with phases, tasks, time­lines and major milestones identified for transitioning services back to Judicial Council or over to another service provider upon termination of either the entire Agreement or termination of selected Services (e.g., Service Area(s), programs) . Vendor will provide a plan for such termination events as applicable.
* Vendor will provide access to the Successor to conduct the knowledge transfer activities; this includes the documentation, naming conventions, Third Party Software, and so on.
* Vendor will coordinate with Judicial Council to create very detailed, systematic plans with go/no-go decision points and appropriate fallback plans before the termination of Services.
* Vendor will provide a wall-to-wall inventory to the Successor.

# People Processes

## Transfer of Vendor staff to Judicial Council or new Judicial Council Vendor

Vendor will provide to the Successor reasonable access to Vendor and subcontractor(s) that are dedi­cated to the Services of the existing Judicial Council contract. The access would part of a structured interview and transfer of staff process subject to the agreements and obligations guiding Vendor.

# Management Processes

## Project Management

The first level of the model hierarchy is a termination assistance management committee that will have the authority to resolve issues and make decisions as necessary during the Termination Assistance Period. The second level will consist of the overall termination assistance management team composed of Vendor and successor termination assistance managers. This team will be the focal point of all termination assistance activity and will bring status, plans, and issues to the termination assistance management committee in a regularly scheduled meeting. They will coordinate and control the activities across the Service Areas by working closely with the Service Area leads and subproject managers who will be assigned specific termination assistance components. A group of subpro­ject managers will report to and support the Service Area leads and will be assigned to specific termination assistance components.

If necessary, the termination assistance management committee will develop a project schedule as a termination assistance planning foundation at the level of detail necessary to enable Vendor to build the required Vendor activities into a Detailed Termination Assistance Plan.

## Issue Management

The termination assistance management committee will consist of Vendor, Successor, and Judicial Council leadership including a Vendor and a Judicial Council termination assistance manager. The Vendor and Successor termination assistance managers will bring issues and status information to the committee on a regular schedule to have decisions made and to inform key leadership about status. The termination assistance management committee will meet biweekly for a regularly scheduled session or more frequently if the situation dictates.

The Vendor termination assistance manager is the owner and focal point of the termination assistance and is responsible for all termination assistance activity. The Vendor termination assistance manager will manage a group of Service Area leads who are responsible for termination assistance for their assigned Service Area.

## Risk Management and Mitigation

Vendor’s Risk Management and Mitigation methodology is an iterative process for identification, mitigation, and avoidance of risks. As a part of the early planning process, there will be reviews of the project plans to identify potential risks and develop mitigation plans. Judicial Council will be a key participant in the risk identification and mitigation process during disentanglement start‑up. The Service Area leads will hold these meetings, document risk mitigation plans, and execute the mitigation as necessary throughout the frame­work disentanglement.

A key component of the risk management plan is the termination assistance communication plan. The commu­nication plan contains information about regularly scheduled meetings that will regularly review plans for potential risks and develop mitigation plans for them.

Before Vendor terminates any Services, Judicial Council will be involved in reviews, go-no-go decisions, and completion approval sessions.

Vendor will create very detailed systematic plans with go/no-go decision points and appropriate fallback plans before the disentanglement of services. Each of these decision points will involve testing and validation activities before a decision to perform the cut over. Before the larger cutovers, Vendor will work with the Judicial Council to develop a set of acceptance criteria to demonstrate completeness of the activity and make the approval process flow smoothly.

## Policy/Procedure Documentation Access and Transfer

The termination assistance team will use industry-standard management processes to ensure that Vendor has com­pletely planned, thoroughly documented, systematically implemented, and thoroughly tested the disen­tanglement before acceptance. These processes are a combination of project management, system engi­neering, and general management techniques used within the IT industry and across other business sectors as well. In addition, Vendor will use specific processes and policies that are company or product unique to implement individual tasks to accomplish disentanglement.

This process will include Vendor identifying, collecting and providing to the Judicial Council all Judicial Council technical, configuration, architectural and operational documentation including all updates to the Judicial Council’s Policies and Procedures Manual.

## Disentanglement Reporting (type and frequency)

Vendor will provide to Judicial Council management a weekly written report covering the progress and status of the termination assistance. The weekly reports will continue until Vendor has completed all of the termination assistance activities and Judicial Council has accepted them. Vendor will write reports and organize them by Service Area and task; Vendor’s reports will contain the following information:

* Key responsible person
* Scheduled completion date
* Estimated actual completion date
* Completion status
* Percent complete
* Actual completion date
* Key issues and comments.

During the Termination Assistance Period, the termination assistance team may discover information that may have a notable Services or financial change impact. Vendor will identify and review such issues with the Judicial Council.

# Technology

## Handover Procedures

The rules of cutover and handover will be agreed upon and signed off by the Successor, Judicial Council, and Vendor. Vendor will follow mutually agreed upon and approved termination assistance handover procedures with appropri­ate acceptance criteria. Vendor will assist the Successor to maintain effective communication during the handover process.

## Physical Hardware, Software, Networks and Data Transfer

Vendor and subcontractors will provide the transfer of systems, Software, networks, and data transfer in the physical or electronic transfer methodology requested that are consistent with the service capabilities defined with in the Agreement.

# Vendor Termination Assistance Plan Roles and Responsibilities

1. Vendor Termination Assistance Responsibilities

| Vendor Role | Responsibilities | Comments |
| --- | --- | --- |
| Termination Assistance Manager | Manage termination assistance of all Service Areas. | Build and manage Vendor project plan during the project. |
| Data Center Lead | Detail and manage termination assistance activities. | Coordinate the server data capture and cut-over events. |
| Data Network Lead | Detail and manage termination assistance activities. | Provide knowledge transfer staff and historical data. |
| **End of Table** |

# Termination Assistance Plan

Vendor will provide a disentanglement plan to enable the Services to continue without interruption and facilitate an orderly transfer of Services.

## Tasks Required to Disentangle Services Back to Judicial Council or Another Provider

If Termination Assistance Services are requested by the Judicial Council in accordance with the Agreement, Vendor will provide the following:

(a) Vendor will provide assistance to Judicial Council and the Successor with the development of a plan for the disentanglement of equipment, Software, data, and documentation owned by or leased to Judicial Council and used by Vendor and all operations performed by Vendor, each as part of the Services from Vendor to the Successor (the “Detailed Termination Assistance Plan”). The Detailed Termination Assistance Plan may include, among other things, performance of (i) the Services described in this proposal, (ii) similar or related activities for which Vendor is responsible, and (iii) a plan by Service Area.

(b) Vendor will familiarize qualified personnel identified by the Successor with the equipment, Software, processes, procedures, and documentation used in performance of the Services that are to be transferred.

(c) Vendor will provide the Successor with such information regarding the Services as is prudent or reasonably necessary to implement the Termination Assistance Plan and for the Successor to assume responsibility for, and continue the performance of, the Services in an orderly manner. Vendor will make reasonable efforts to minimize disruption in the operations of Judicial Council caused by its per­formance of disentanglement, including identifying key support contacts (names and tele­phone numbers) of Vendor personnel during the disentanglement.

(d) At Judicial Council’s request, Vendor will provide the Successor with reasonable access to and use of Judicial Council’s equipment, data, documentation, and Software; Vendor personnel; Third Parties; and other resources then being used by Vendor to provide the Services (subject to Vendor’s reasonable security requirements, its con­tractual obligations to Third Parties, and its continuing obligation to perform Services for Judicial Council). Vendor’s obligations are subject to any prohibitions or restrictions on the use or disclosure of Third Party Software contained in applicable license agreements.

(e) All Successor personnel are to be skilled in the performance of similar service.

## Phases

If required, Vendor will follow a three-phased approach to disentanglement. This approach will apply to all Service Areas. The three phases are the following:

* Phase 1 - Preparatory services
* Phase 2 - Disentanglement services
* Phase 3 - Post-Disentanglement services.

### Phase 1 - Preparatory Services At the Judicial Council’s request, Vendor shall:

(a) Prepare that portion of the Termination Assistance Plan detailing Vendor’s responsibilities, includ­ing as appropriate, schedules and resource commitments.

(b) Provide to the Successor copies of all manuals and documentation relevant to, and used by Vendor in, performing the Services including, without limitation, (i) relevant portions of any Disaster Recovery Plan that apply to Judicial Council; (ii) access to Judicial Council data, Software, and inventories; (iii) configuration information; (iv) all manuals and other relevant technical documentation (in a mu­tually agreed digital format) ordinarily used or necessary for the performance of Services, and (iv) 1 year of historical data information related to satisfying Service Level Requirements (SLRs).

(c) Provide to the Successor copies of other information regarding the Services that may be required to implement the Termination Assistance Plan, and, to the extent available, and in the form ordinarily maintained during the course of performance.

(d) Identify and provide the control release levels for systems Software in Judicial Council environments.

(e) Review and explain the documentation and manuals to the Successor’s operations staff.

(f) Provide assistance to the Successor in their notification to Third Party service providers of the procedures to be followed during the disentanglement.

(g) Provide to the Successor information about naming conventions then in effect.

(h) Subject to the Parties’ rights and obligations under the Agreement with respect to Software, generate and provide a current listing of (i) the Judicial Council Software then in use and (ii) any Third Party Software then in use, both in a form reasonably requested by Judicial Council.

(i) Provide to the Successor reasonable access to Vendor personnel who were performing the Services to facilitate the orderly transfer of the Services to the Successor.

(j) Provide any Judicial Council data stored on Vendor equipment to the Successor in a mutually agreed digital form, as reasonably requested.

(k) Cooperate with the Successor and participate in the preparation and conducting of disentanglement testing to assist in the orderly transfer of Services insofar as within Vendor’s control.

(l) Provide to the Successor current and pending project plans authorized by Judicial Council and status to assist the Successor to carry out such plans without unreasonable disruption of Judicial Council’s opera­tions. Provide for the orderly handoff of ongoing projects or a reasonable bridge services agreement (as may be mutually agreed) to complete essential projects after the termination or expira­tion of the Agreement.

(m) Provide any additional incidental services not specified by this schedule as reasonably requested by Judicial Council.

### Phase 2 - Disentanglement Services

As part of disentanglement, Vendor will perform its responsibilities under the Termination Assistance Plan for the following disentanglement services, and such others as may be mutually agreed:

(a) In conjunction with the Successor, conduct a rehearsal before cutover to the Successor at a time reasonably acceptable to the Parties.

(b) Remove Judicial Council data and Judicial Council Confidential Information from Vendor’s systems, and assist the Successor in loading same on its systems.

(c) Make available, as requested by Judicial Council, data and Judicial Council Confidential Information (in mutually agreed digi­tal form) stored on personal computers for which Vendor is responsible, includ­ing backup data.

(d) Provide assistance to the Successor with the transfer of operational responsibility, including providing assistance and cooperation in the execution of parallel operation and testing.

(e) Provide source code, object code, and related documentation in Vendor’s possession for Judicial Council Software.

(f) Assist in the conduct of disentanglement testing.

### Phase 3 - Post-Disentanglement Services

Vendor will perform the following post-disentanglement services (and such others as may be mutu­ally agreed, or required by the Agreement):

(a) Provide additional, incidental assistance at Judicial Council’s request to ensure continuity of operations, to the extent within Vendor’s control (bearing in mind that Vendor’s staff engaged in per­formance of Services for Judicial Council may disperse after the Agreement expires or terminates).

(b) Return to Judicial Council (or destroy, if so directed by Judicial Council in writing, as provided below) without addi­tional charge, any property of Judicial Council in Vendor’s possession, including any remaining reports, documentation, data, and other Confidential Information, subject to applicable terms of the Agreement.

(c) Certify to Judicial Council in writing that all Judicial Council data, files, and Confidential Information have been removed from Vendor’s systems provided, in accordance with the Agreement, however, that Vendor may retain one copy of such materials only to the extent necessary for Vendor to comply with its audit and record retention responsibilities under the Agreement.