

JOURNAL TECHNOLOGIES, INC. – ELECTRONIC FILING SERVICES

MA-2017-03

**USER INSTRUCTIONS FOR MASTER AGREEMENT
(LEVERAGED PROCUREMENT)**

The User Instructions are provided for the Electronic Filing Services Master Agreement with Journal Technologies, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Electronic Filing Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Addendum with the vendor. Please carefully review these User Instructions.

Judicial Council’s Contact Information:

Project Manager
Edmund Herbert
Edmund.Herbert@jud.ca.gov
415-865-5336

Trial Courts:
Marissa Smith
Marissa.Smith@jud.ca.gov
916-263-7949

Contractor’s Contact Information:

Senior Project Manager
Jed Judd
jjudd@journaltech.com
Office: (877) 587-8927 x4193

Director of eCourt Implementation
Chris Forslund
CForslund@journaltech.com

Director of Implementation
Danny Hemnani
dhemnani@journaltech.com

Goods/Services: Electronic Filing Services Software, Professional Implementation, and Support and Maintenance Services.

Entities eligible to procure under the Master Agreement:
California superior or appellate courts, the Judicial Council of California.

Contract Number:
MA-2017-03

<p>Contract Term:</p> <ul style="list-style-type: none"> • Effective Date: 7/1/2018 • Initial Term: 5 years • Initial Term Expiration Date: 6/30/2023 • Options to Extend: 1 five-year option • Final Expiration Date: 6/30/2028
<p>Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participating Addendum.</p> <p>The term of the Master Agreement is from July 1, 2018 through June 30, 2023.</p> <p>This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.</p>

1. PROCESS

Any court that orders goods and/or services under this Master Agreement must enter into a Participation Agreement and issue a Purchase Order to schedule the eFiling services. Exhibit 2 of the Master Agreement discusses the ordering process.

2. PARTICIPATION AGREEMENT

The provision for Participation Agreement is found on Exhibit 12. Each Participation Agreement is a separate, independent contract between the Contractor and the entity entering into the Participation Agreement, subject to the following:

- (i) Each Participation Agreement is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participation Agreement;
- (ii) a Participation Agreement (including any Statement of Work) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement;
- (iii) the term of a Participation Agreement may not extend beyond the expiration date of the Agreement.
- (iv) Under this Participation Agreement, the JBE will order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents.
- (v) The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement.
- (vi) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

3. STATEMENT OF WORK

Pursuant to a Participating Entity's statement of work ("Statement of Work") (in a form substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement), Contractor will perform and complete all Work set forth in a Participation Agreement, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of the Participating Entity.

The Statement of Work per Exhibit 3, Section 1.B. shall, at a minimum, include:

- itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- a milestone schedule for the completion of the services, Deliverables, and Work;
- any acceptance criteria in addition to the acceptance provisions set forth in Section 1(C) of Exhibit 3;
- the personnel to be assigned, along with their job classification, if applicable;
- if applicable, the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- the name of Contractor's Project Lead, if applicable; and
- a project plan that addresses the scope and detail of services to be performed.

4. DESCRIPTION OF SERVICES

Contractor agrees to provide electronic filing services software, professional implementation, and support and maintenance services as set forth in the Master Agreement.

5. COMPENSATION PROVISIONS

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement.

FEES:

Per Exhibit 8, Section 1 of the Master Agreement, including all Participation Agreements, is intended to be no-cost to the JBEs. Without limiting the foregoing, the Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

- a. The Licensed Software;
- b. All necessary professional implementation services;
- c. On-going Maintenance and Support of the Licensed Software;
- d. Hosted Services, including all necessary data storage and backups; and
- e. All training, including any training required pursuant to Exhibit 10 and a JBE's Statement of Work.

A) E-FILING FEES

The following sets forth the fees that the Contractor may charge to the end consumer under this Agreement:

The following schedules comprehensively identify all the fees for the services provided under this Agreement, including:

- All the rate changes during the term of the Agreement (including all possible extensions).
- All discounts offered and the conditions under which those discounts apply.

The fees described below are the maximum amount the Contractor will charge. The Contractor may charge lower rates than those presented below. No fees will be charged to the Participating Entities or the Judicial Council.

The e-filing fees may not be increased during the Term of the Agreement beyond what may be set forth in the chart immediately above.

B) TRANSACTION-BASED FEES

Detailed below are all the transaction-based fees Contractor will charge for providing e-filing services to a Participating Entity. This identifies the entity charged, the transaction that is the basis of the charge, the amount that will be charged per transaction, and any conditions that will impact the amount that will be charged. These conditions include but are not limited to funds transfer methods and timeframes related to:

- Payments from EFSPs to the EFM;
- Transfer of statutory court fees from the EFM to the participating Superior Court.

One of the following options will be used as set forth below for eFiling Fees depending upon whether eFiling has been mandated within a Participating Entity. E-Filing Fees will be paid directly by members of the public utilizing the JTI eFiling System, as applicable. The Participating Entity will not be responsible for payment of eFiling Fees. Contractor may not increase the eFiling Fees without the Participating Entity's express written consent. These eFiling fees will be charged for California Electronic Court Filing Standard transactions whether the JTI EFM is used or not in courts where eCourt has been implemented for a particular case type. (The fee structure consists of fees charged for eFiling transactions where any of Contractor's eFiling components are used).

A. Option 1 – All Case Types: eFilings NOT Mandatory

- Tier 1: Maximum pricing for filing using California Electronic Court Filing Standard XML \$2.95/filing (unlimited documents)
- Tier 2: Maximum pricing for filing using the JTI User Interface (UI) \$4.95/filing (unlimited documents)

- Add-on: Maximum add-on transaction fee for integration with a non-JTI CMS \$2.00/filing. This fee will not apply to eDelivery implementations.

B. Option 2 – All Case Types: eFilings ARE Mandatory

- Tier 1: Maximum pricing for filing using California Electronic Court Filing Standard XML \$1.95/filing (unlimited documents)
- Tier 2: Maximum pricing for filing using the JTI User Interface (UI) \$3.95/filing (unlimited documents)
- Add-on: Maximum add-on transaction fee for integration with a non-JTI CMS \$1.50/filing. This fee will not apply to eDelivery implementations.

C. General eFiling Pricing Notes:

- There are no additional charges for Electronic Service (“eService”) when combined with a filing.
- There are no additional charges for other case types such as complex litigation cases.
- A credit card fee of 2.75% is passed on to the filer unless alternate forms of payment are established. For the limited purpose of collecting the Court filing fees associated with any eFiling transaction, the Court designates Contractor as the Court’s agent. There is no fee for ACH fund transfers.
- There are no transaction charges for fee waiver cases.

NOTE: For the non-JTI CMS implementations, the Add-on fee will also be charged to the filer in addition to the applicable Tier 1 or Tier 2 fees. This fee will be used to maintain the non-JTI implementations.

D. Other Fees and Revenues

Exhibit 8, Section 4.1, E contains the Other Fees and Revenues derived from the implementation and operation of e-filing services for a Participating Entity. This identifies the entity charged, the basis of the charge, the amount that will be charged, and any conditions that will impact the amount that will be charged. These conditions include but are not limited to funds transfer methods and timeframes.

The Participating Entities may have other revenue sources that are facilitated by Contractor. The Participating Entity will continue to retain all revenue generated by these ancillary applications such as charging for searches, charging for document, notifications of changes to subscribed cases and advanced calendar reservations. On transactions paid via credit card, Contractor may charge 2.75% of the total amount paid in each transaction. These fees will be absorbed directly by the Participating

Entity and paid upon invoice from Contractor to the Participating Entity if requested by the Participating Entity.

C) COURT ADMINISTRATIVE FEE

In order for the Participating Entities to recover their administrative costs under this Agreement and each respective Participation Agreement, the Establishing JBE, on behalf of the Participating Entities, shall require an administrative recovery fee (“Administrative Fee”) of thirty cents (\$0.30) per transaction in which Contractor charges a transaction-based fee. The Administrative Fee requirement shall not apply to any fee-waiver transactions.

It is the intent of the parties to pass the Administrative Fee to the end consumer. Therefore, the Administrative Fee shall be a fee that is charged to the end consumer in addition to the fee schedule charged by Contractor under this Exhibit 8. Contractor shall add the Administrative Fee to Contractor’s fees and shall be responsible for collecting the Administrative Fees from the end consumer under each Participation Agreement. On a monthly basis, Contractor shall remit the Administrative Fees collected to the Establishing JBE. The remittance should state it is for Electronic Filing Administrative Fees. The Administrative Fees shall be sent to:

Judicial Council of California
BAP-Accounting Service
Attention Donna Chui
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Upon reasonable notice, the Establishing JBE shall have the right to audit the Contractor’s records regarding the collection and remission of Administrative Fees. The Establishing JBE may alter the Administrative Fee amount from time-to-time by providing written notice to the Contractor.

6. EXPENSES

Contractor is not authorized for and will not be allowed any reimbursable expenses under this Agreement, other than expenses reimbursable pursuant to Section 26(B) of Exhibit 3 (Termination for Convenience) of this Agreement.

- Contractor will be responsible for the certification costs of the I/GA EFSP provided under this Agreement.
- Contractor will be responsible for the certification costs of the EFM provided under this Agreement.
- Contractor will be responsible for the certification costs of its CMS (eCourt) provided Contractor has a master agreement for eFiling services in place.

11. Miscellaneous Information

(i) A copy of the master agreement is available at <http://www.courts.ca.gov/documents/lpa-Journal-Technologies-Inc-MA-2017-03.pdf>

(ii) Please contact Marissa Smith if your court has issues or concerns that cannot be immediately or easily resolved.

(iii) Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.