



**MASTER AGREEMENT**

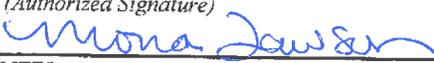
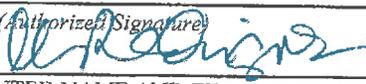
AGREEMENT NUMBER <b>MA-2017-11</b>
TAXPAYER IDENTIFICATION NUMBER <b>87-0626854</b>

- In this Master Agreement ("Agreement"), the term "Contractor" refers to **Journal 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".
- This Agreement is effective as of **June 27, 2019** ("Effective Date") and expires on **June 26, 2024** ("Expiration Date").  
This Agreement includes one 3-year option to extend through **June 26, 2027**, and an additional 2-year option to extend to extend through **June 26, 2029**.
- The title of this Agreement is: **Master Agreement for eCourt 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.*

- 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.

<b>Exhibit 1 – Definitions</b> <b>Exhibit 2 – Background and Purpose</b> <b>Exhibit 3 – General Terms and Conditions</b> <b>Exhibit 4 – Licensed Software and Additional Terms</b> <b>Exhibit 5 – Specifications</b> <b>Exhibit 6 – Statement of Work (Model)</b> <b>Exhibit 7 – Acceptance and Sign-Off Form</b> <b>Exhibit 8 – Fees, Pricing and Payment Terms</b>	<b>Exhibit 9 – Contractor Expense and Travel Reimbursement Guidelines</b> <b>Exhibit 10 – Maintenance and Support</b> <b>Exhibit 11 – Training</b> <b>Exhibit 12 – Transition Services</b> <b>Exhibit 13 – Participating Addendum</b> <b>Exhibit 14 – Unruh and FEHA Certification</b> <b>Exhibit 15 – Accessibility</b>
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ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	Journal 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 Maryjoe Rodriguez, Vice President
DATE EXECUTED 6/27/19	DATE EXECUTED 6/27/19
ADDRESS 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS 915 E. 1 <sup>st</sup> Street Los Angeles, CA 90012

## 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. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or any Participating Addendum, (ii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (iv) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
5. **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.
6. **Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
7. **Deliverable(s):** Licensed Software, documentation, services or other items, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.

8. **Documentation:** (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.

9. **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.

10. **Licensed Software:** Contractor's commercially available software applications set forth in Exhibit 4 (Licensed Software and Additional Terms) together with all Upgrades thereto.

11. **Maintenance:** enhancements, Upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under compatible releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).

12. **Maintenance Release(s):** those modules, improvements, enhancements, Upgrades or extensions to the Licensed Software as more particularly defined in the Agreement, including Exhibit 3, Section 4.

13. **Material(s):** software, designs, technology, information, and all types of intangible property.

14. **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.

15. **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.

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

17. **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.

18. **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.

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

20. **Specifications:** collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. 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).

21. **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.

22. **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.

23. **Support Services:** those services required to support or maintain the Licensed Software or Hosted Services, in accordance with the terms of Section 4 of Exhibit 3 (General Terms and Conditions) and Exhibit 10 (Maintenance and Support).

24. **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.

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

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

27. **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.

28. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software, Hosted Services, and/or Documentation. "Upgrades" shall also include any modification, improvement, enhancement, added feature, or added functionality to the Licensed Software that Contractor develops, distributes, or enables in connection with or as a result of any individual Participating Entity's participation in this

Agreement. Such Upgrades shall become part of the Licensed Software and available to all other Participating Entities under the terms of this Agreement.

29. **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 five (5) 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. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement shall be a material breach of this Agreement. 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 the JBE party to such Participating Addendum. 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. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work; provided that the JBE shall have informed Contractor what modifications have been made to the Work prior to Contractor being obligated to cooperate with any such third parties.

***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 include the following preliminary items which will be finalized by the project managers following commencement of the Project:

- 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. 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;
- viii. and 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. Acceptance or non-acceptance of the Work related to implementation of the eCourt system must be determined by the JBE's Project Manager prior to the go-live of Contractor's eCourt system.

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 detail its failure to meet the acceptance criteria. Contractor shall have fifteen business days from receipt of Acceptance and Sign-Off Form (or such other time period as may be mutually agreed by Contractor and JBE's Project Manager) 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.

B.4. If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, subject to the provisions of Section 27 below.

**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.

**D. Non-Exclusivity.** This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement; provided that in no event shall Contractor be liable or responsible in any manner whatsoever for any such Work performed by any JBE or others. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

## **2. Changes in Work; Stop Work.**

### **A. Changes in Work.**

A.1. The JBEs reserve the right, exercisable in accordance with the provisions of this Section 2.A., 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. The JBE shall make an equitable 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 an equitable 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, the JBE shall allow 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.**

A.1. Contractor grants to the JBE a non-exclusive license to: (i) install and use the Licensed Software, including for the purpose of conducting the JBE’s business; and (ii) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. The JBE’s rights hereunder shall permit the

installation and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by: (i) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of, or adjudication in, the courts of the State of California, (ii) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (iii) with the prior written consent of Contractor, third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (iv) with the prior written consent of Contractor, the JBE's service providers, but only in connection with their provision of services to the courts of the State of California. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility. For the avoidance of doubt, all rights granted to the JBEs in this Section 3 are subject to the JBEs payment of the applicable fees (including annual license, maintenance and support fees) to Contractor as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A.2. Notwithstanding any other provision in this Agreement, the Judicial Council of California (and its agents, employees, and contractors) and JBE third-party contractors may, solely with the prior written consent of Contractor, and subject to payment of the applicable fees set forth in Exhibit 8 (Fees, Pricing and Payment Terms): (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.

## **B. License Restrictions; Additional Terms**

**B.1. License Restrictions.** The JBE shall in no event (other than as expressly provided under the Source Code Escrow Agreement) (a) transfer, rent or lease the Licensed Software or its usage without Contractor's prior written consent, or (b) reverse engineer, decompile, or disassemble any portion of the Licensed Software. The JBE shall keep the Licensed Software confidential and utilize its best efforts to prevent the unauthorized disclosure or use of the Licensed Software and shall require its employees and third-party Contractors to comply with such obligation.

**B.2. Additional License Terms.** The JBE and Contractor agree to the license terms set forth in Exhibit 4 (Licensed Software and Additional Terms), as

additions to the terms of this Section 3.B. In the event that the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control.

#### **4. Maintenance and Support Services.**

**A. Maintenance.** Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, Upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers or as and when made specifically available by Contractor to any other JBE, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; and (iii) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall also include those new modules, improvements, enhancements, Upgrades or extensions which provide additional features or additional material functionality: (a) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed by Contractor free of charge to its customers; (b) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed to or developed by Contractor for any other JBE; (c) if Contractor requires the JBE to install such new module, improvement, enhancement, Upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software; or (d) if such modules, improvements, enhancements, Upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

**B. Installation of Maintenance Releases.** The JBE shall have a reasonable right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's case management system to a new platform or operating system, (iii) significant reprogramming or reconfiguration of the Licensed Software, or (iv) undesired functionality. During the term of this Agreement, the JBE may reasonably request that Contractor provide, pursuant to a separate agreement for professional services at a cost to be mutually agreed by the parties, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system for the JBE's case management system. If Contractor refuses to provide such a reasonably requested Maintenance Release for a database platform or operating system compatible with the Licensed Software (as maintained and supported by Contractor for

another customer) within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participating Addendum in accordance with Section 26.

**C. Support Services.** Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the required Support Services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify, all as more particularly described in Section 1 of Exhibit 10 (Maintenance and Support).

**D. Support Service Levels.** In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 10 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 10 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 10 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 10 (Maintenance and Support).

**E. Suspension of Maintenance.** As long as the JBE has paid any undisputed amounts of the license, maintenance and support fees for the Licensed Software, the JBE shall be entitled to receive Maintenance and Support Services from Contractor. Contractor shall not suspend or terminate Maintenance and/or Support Services without first obtaining either the JBE's prior written consent or an order of a court of competent jurisdiction (from which no appeal has been or can be taken) affirmatively authorizing such suspension or termination.

**5. Configuration.** Contractor shall provide updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law (including the California Rules of Court), as and when such law may change from time to time during the term; provided that any such updates to the Licensed Software made pursuant to this Section 5 shall only be made pursuant to a new Statement of Work or change order in accordance with Section 2 (Changes in Work; Stop Work). Notwithstanding any provision to the contrary in this Agreement, in the event that one Participating Entity under this Agreement pays for any updates or upgrades pursuant to a new or separate Statement of Work or change order, Contractor will provide or make available such updates and upgrades to all other Participating Entities at no additional cost, other than costs of installation and implementation of such updates and upgrades.

**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.** Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit, all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. 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. 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. Assignment.** No party may assign its rights or obligations under this Agreement (including any Participating Addendum), either in whole or in part, without the prior written consent of the Establishing JBE (in the event of an assignment by Contractor), or Contractor (in the event of an assignment by any JBE). Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

**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.** The parties irrevocably consent 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.** Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform 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](http://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, with an equitable reduction in the Work to be performed under the Agreement.
- (d) The parties may amend the Agreement to reflect any reduction in funds, with an equitable reduction in the Work to be performed under the Agreement.

#### **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 addition 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 unsatisfactory Work that has not been accepted by the JBE in accordance with the acceptance criteria set forth in this Agreement and the applicable Statement of Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE. The parties acknowledge and agree that Work that is delivered and accepted in accordance with the agreed upon Project Plan and Statement of Work as defined in the planning phase of the Project shall be, and shall for all purposes be deemed to be, satisfactory for purposes of this provision.

### **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 in a final written order, judgment or similar report or statement of findings 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.

B.4. Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

**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; provided that updates to the Licensed Software if and as required to cause the Licensed Software to comply with all applicable laws, rules (including the California Rules of Court) and regulations shall only be made pursuant to a new Statement of Work or change order in accordance with Section 2 (Changes in Work; Stop Work). 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 request.

D.2. Contractor will promptly provide Notice to the JBE 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. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

**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. Notwithstanding the foregoing, each JBE hereby consents to Contractor's use of consultants who, individually or through small companies, act as regular staff enhancements to Contractor.

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 otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participating Addendum.

## **15. INTENTIONALLY OMITTED.**

## **16. Indemnification.**

**A.** To the fullest extent permitted by law, but subject to the provisions of Section 27 below, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) each JBE and its respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from: (i) the negligence or willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement and the affected JBE's Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, and (iii) infringement or misappropriation by Contractor in the performance of its obligations under this Agreement or the Licensed Software of any trade secret, patent, copyright or other third party intellectual property; provided that Contractor's indemnification obligations under this clause (iii) shall not extend to claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from the affected JBE's modification or unauthorized use of any Work provided by Contractor to such JBE under this Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement and the affected JBE's Participating Addendum, and acceptance of any services and Work. 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; and such 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. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

**B.** Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

**C.** For Contractor's acts, errors, or omissions which are covered by Contractor's professional liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its subcontractors, but not for a JBE's proportionate share of liability, if any.

## **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 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, subject to the policy’s terms, conditions, limits and exclusions, 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 declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 (or, with respect to the professional liability policy only, \$250,000) per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 (or, with respect to the professional liability policy only, \$250,000) per occurrence are subject to each JBE’s approval. 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 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, and stating that the policies will not be canceled-without thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of nonpayment of premium) to Contractor, who shall then provide such notice to the Establishing JBE and any Participating Entity; provided that the foregoing requirement regarding notice of cancellation shall not apply to Contractor's Workers Compensation and Employer's Liability policy.

**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.** Each policy must provide, as follows: (i) 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; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) 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.**

**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. The JBE will be responsible for the security of Data (including JBE Data) and the JBE's Confidential Information stored on the JBE's systems.

**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, and Data Security), 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 shall take all reasonable actions necessary to secure and keep confidential the JBE Data that Contractor receives or has access to. 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 the highest 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, and Contractor shall comply with privacy and data security requirements required by applicable laws, this Agreement, or in the JBE’s policies and procedures which have been previously disclosed to and agreed to by Contractor. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures. 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.

If Contractor provides Hosted Services, Contractor shall:

- 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 periodic full backup of all JBE Data;
- provide periodic incremental backup of all JBE Data;
- have the capability to recover data from the JBE Data backup copy up to 30 days of most current revision history;
- have the capability to restore any service outage within 2 hours of a hosted computer system failure or within 8 hours of a catastrophic disaster event;
- have adequate data protection in place to minimize data loss within 1 hour of a hosted computer system failure or within 2 hours of a catastrophic disaster event;

- have the capability to export JBE's raw data in machine-readable format MS SQL Backup format and have the capability to promptly provide JBE Data to JBE upon its request (which requests shall not be made more frequently than monthly);
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations);
- 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 housed in the Licensed Software shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year, except for downtime pursuant to this Agreement. 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 notify the JBEs affected by the Data Breach through the fastest means available and also in writing, and in any event within twenty four (24) hours after Contractor's personnel's actual discovery (or reasonable belief) of the Data Breach. The JBE shall provide Contractor with the name(s) and contact information of the JBE personnel designated to receive such notice pursuant to this Section 18.G. A "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) what corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall promptly investigate the Data Breach and will provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the JBE's satisfaction. 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 lead (if required by law) or 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. After any Data Breach that results from a breach by Contractor of Section 18.F, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

#### **H. Security Assessments**

Upon advance written request by a JBE, Contractor agrees that a JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to the data security of the JBE Data. Contractor performs, at its own expense, regular assessments of its compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. If a JBE requires additional or different assessments of such compliance, then upon such JBE's request, Contractor shall, at such JBE's expense, perform, or cause to have performed such additional or different assessment of Contractor's compliance with its data security obligations.

#### **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. The JBE shall provide Contractor with the name(s) and contact information of the JBE personnel designated to receive such notice pursuant to this Section 18.I. 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.**

**A.** Except as provided in this Agreement, Contractor agrees that (i) all Data, Materials and Work created in whole or in part by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum that does not incorporate any of Contractor's proprietary software or intellectual property shall be treated as if it

were “work for hire” for the JBE, and (ii) the Contractor will immediately disclose to the JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “Creations”) made-by the Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor’s proprietary software or intellectual property. For the avoidance of doubt, the JBE will not own (or receive any grant of ownership of), and the term “Creations” shall in no event include, any of Contractor’s pre-existing or independently developed software or other intellectual property (or any improvements or modifications to Contractor’s proprietary software or intellectual property created or developed pursuant to the Agreement or Contractor’s performance thereunder, including any derivative works thereof), which will be licensed to the JBE pursuant to the provisions of Section 3 hereof and Exhibit 4 hereto.

**B.** All ownership and control of Creations, Data, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, created by Contractor specifically and solely for the purpose of this Agreement or any Participating Addendum and that does not incorporate any of Contractor’s proprietary software or intellectual property shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents required by the Judicial Council to register its rights and to implement the provisions herein.

**C.** Intentionally Omitted.

**D.** Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software, in any of Contractor’s intellectual property or proprietary materials in existence prior to the effective date of this Agreement or developed independently after the effective date of this Agreement, or in any improvements or modifications to Contractor’s Licensed Software, intellectual property or proprietary materials created or developed pursuant to this Agreement, including any derivative works thereof).

**E.** The JBEs hereby grant to Contractor a perpetual, irrevocable, transferable, sublicensable, royalty free, non-exclusive license to use, reproduce, modify, prepare derivative works, and distribute any Creations, Data, Materials or Work created as a result of this Agreement pursuant to this Section 19 for the purpose of incorporating such work product and intellectual property into products Contractor prepares for other customers.

**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, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

**B. Warranties.**

**B.1. Services Warranty.** Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement and the JBE's Participating Addendum in all material respects, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design in all material respects. The JBE's approval of design or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

**B.2. Licensed Software Warranty.** Contractor hereby warrants and represents that during the term of the applicable Participating Addendum: (i) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications in all material respects, and (ii) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing database software program as installed as of the effective date of the Participating Addendum.

**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) 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, Hosted Services or any part of the Work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Work complies with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iv) 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; (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").

**B.7. Support Services Warranty.** Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

**B.8. Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participating Addendum, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty and shall include if applicable the information required pursuant to Exhibit 10 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software or the Hosted Services in accordance with the Service Level criteria set forth in Exhibit 10 (Maintenance and Support). If the breach relates to Section 22.B.5 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22.B.6 (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participating Addendum as hereinafter provided in this section. If the breach relates to Section 22.B.7 (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26.A (Termination for Cause), subject to the transition provisions of Exhibit 12 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

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. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

**B.** The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

**C.** Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participating Addendum for cause.

## **24. Background Checks.**

**A.** For Contractor's employees, Subcontractors, or agents performing work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, 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. Any additional costs will be borne by Contractor.

**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, 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 Restrictions; Additional Terms (Section 3.B), Assignment (Section 8), Audit; Retention of Records (Section 7), Confidentiality, Non-Disclosure, and Data Security (Section 18), Indemnification (Section 16), Limitation of Liability (Section 27), Warranties (Section 22.B) and Transition services (Section 26.D.3)– 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, immediately "for cause" (and a JBE may terminate a Participating

Addendum, in whole or in part, immediately “for cause”): if (i) 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 ten (10) days following Notice of default; (ii) 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 in any material respect when made.

**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 pursuant to Section 26.A, the JBE will pay Contractor for the Work satisfactorily performed 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 twenty (20) days prior 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.

**D. Effect of Termination.**

D.1. Intentionally Omitted.

D.2. Intentionally Omitted.

**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.** Concurrently with or within a reasonable time after the execution of each Participating Addendum, the Participating Entity and Contractor agree to execute, and to abide by and comply with, an escrow agreement for the Licensed Software Source Code (the “**Source Code Escrow Agreement**”) with an escrow agent to be selected and/or approved by the Participating Entity. The terms of the Source Code Escrow Agreement shall include, without limitation, provisions whereby: (1) Contractor would deposit the Source Code for the Licensed Software and the related source documentation (the “**Deposit Materials**”) and (2) such Deposit Materials would be released to the JBE immediately upon the occurrence of an Event of Release. An “**Event of Release**” means one or more of the following events: (a) Contractor has materially breached an obligation to provide Maintenance and Support for the Licensed Software as provided in this Agreement and/or fails to provide such support through another appropriate source and (i) such material breach will cause the JBE to incur immediate and substantial injury for which money damages, or such other remedies provided by this Agreement, would be inadequate, (ii) the JBE is not in breach of the terms of this Agreement and (iii) the JBE has terminated this Agreement in accordance with the terms of this Agreement; (b) Contractor’s duly appointed trustee in a bankruptcy or dissolution proceeding of Contractor requests in writing that the escrow agent release the Deposit Materials to the JBE; (c) Contractor requests in writing that the escrow agent release the Deposit Materials to the JBE; (d) Contractor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Contractor and the liquidation by Contractor of its assets; or (e) a court of competent jurisdiction or an arbitrator, if applicable, issues an order or judgment directing the escrow agent to release the Deposit Materials to the JBE.—Unless otherwise agreed between the parties, Contractor shall bear the escrow fees due under such escrow agreement; provided that if such escrow agreement is not Contractor’s existing escrow agreement with InnovaSafe, Inc., the JBE shall bear the escrow fees due under such escrow agreement. In the event of a release of the Deposit Materials to the JBE, Contractor hereby grants to the JBE a non-exclusive, perpetual, fully paid-up license to reproduce and use such Deposit Materials for the sole and exclusive purpose of providing support and maintenance for the Licensed Software. Notwithstanding any provision in the Source Code Escrow Agreement, in the event that the Source Code is released pursuant to such Source Code Escrow Agreement, the JBE shall have the right to approach, negotiate or contract directly or indirectly with any party, including without limitation any subcontractor to or affiliate of Contractor, for the purpose of procuring ongoing maintenance and support services for the Licensed Software Source Code.

**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. Limitation of Liability.**

- a. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.**
- b. **EXCEPT AS PROVIDED IN THIS SECTION, CONTRACTOR'S TOTAL LIABILITY TO ANY JBE WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND/OR SUCH JBE'S PARTICIPATING ADDENDUM SHALL NOT EXCEED, IN THE AGGREGATE, ONE AND A HALF (1.5) TIMES THE AMOUNT OF FEES PAYABLE TO CONTRACTOR BY SUCH JBE UNDER THIS AGREEMENT AND SUCH JBE'S PARTICIPATING ADDENDUM FOR THE FIRST FIVE YEARS OF SUCH JBE'S PARTICIPATING ADDENDUM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION 27(b) SHALL NOT APPLY TO CLAIMS, LOSSES, AND EXPENSES ARISING OUT OF THE FOLLOWING: (I) DEATH, BODILY INJURY, OR DAMAGE TO REAL OR TANGIBLE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR; (II) CONTRACTOR'S VIOLATION OF ANY APPLICABLE STATUTE, RULE, REGULATION OR ORDER; AND (III) CONTRACTOR'S INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT.**

**28. Time is of the Essence.** Time of performance is of the essence in the performance of services by Contractor under this Agreement.

## **29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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).

**35. 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.

**36. 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.

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

**38. 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.”

**39. 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.

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

<b>If to Contractor:</b>	<b>If to the Establishing JBE:</b>
<u>Journal Technologies, Inc.</u> <u>915 East First Street</u> <u>Los Angeles, CA 90012</u> <u>Attention: President</u>  <u>With a copy to:</u>  Munger, Tolles & Olson LLP 350 South Grand Avenue, 50th Floor Los Angeles, CA 90071 Attention: Brett Rodda	Judicial Council of California  Attn: Mona Lawson, Supervisor – Contracts Branch Accounting and Procurement 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

**41. Hosted Services.** Notwithstanding any provision in this Agreement to the contrary, to the extent that any Hosted Services are provided under this Agreement or a Participating Addendum, then in addition to Contractor's obligations regarding the Hosted Services, the Contractor's obligations regarding the Licensed Software (including without limitation, support services, maintenance and support services, transition services, indemnification, warranties, and JBE rights of use/access) shall also apply to the Hosted Services.

***END OF EXHIBIT 3***

## EXHIBIT 4

### LICENSED SOFTWARE AND ADDITIONAL TERMS

This EXHIBIT 4 and its Attachments B, C and D -- SOFTWARE LICENSE, MAINTENANCE AND SUPPORT TERMS AND CONDITIONS (this “**Exhibit**”) is incorporated into and made a part of the Master Agreement (the “**Master Agreement**”), effective as of **June 27, 2019** (the “**Effective Date**”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “**Licensor**”), and the Judicial Council of California (hereinafter “**Licensee**”) for the benefit of the Judicial Council of California and the California Superior Courts who become Participating Entities under the Master Agreement. Each such California Superior Court that becomes a Participating Entity under the Master Agreement shall, upon execution of its respective Participating Addendum, also become a “Licensee” hereunder and be subject to the terms and conditions set forth in this Exhibit 4. Capitalized terms used and not otherwise defined herein shall have the respective meanings given them in the Master Agreement.

#### 1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in **EXHIBIT 8 (“FEES, PRICING AND PAYMENT TERMS”)**, together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
  - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
  - (b) take appropriate steps to ensure the accuracy of Customer Data;
  - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
  - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.10 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.11 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

## 2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Exhibit and the Master Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and is not otherwise in default under this Exhibit or the Master Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and neither the Master Agreement nor this Exhibit grants to Licensee any title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

### 2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term of a particular Participating Addendum shall commence on the date of Go Live for such JBE; provided that the License, Maintenance and Support Fees for the first year of the License Term must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). Provided that the applicable Participating Entity has paid the applicable License, Maintenance and Support Fees, the License Term shall continue for so long as such Participating Entity's Participating Addendum remains in effect.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**, in advance of each applicable year of the License Term, including each year of the original License Term and each year of any extension thereof; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid immediately prior to Go Live. Annual License, Maintenance and Support Fees are subject to increase in accordance with **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to **EXHIBIT 8 ("FEES, PRICING AND PAYMENT TERMS")**, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for any Loss Event

Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 (“Licensor’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Attachment B to this Exhibit 4 (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and Licensor shall pay the required annual escrow fees directly to InnovaSafe.

## MAINTENANCE AND SUPPORT

2.3 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Exhibit and the Master Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

2.4 Support. Support for eCourt and Public Portal is available by telephone, e-mail, or internet support forum from 4:00 am to 6:00 pm Pacific time, Monday through Friday, except for federal holidays. Support for interfaces using eCourt API provided by Licensor is available by the same contact methods and during the same times for ninety (90) days following Go Live (and thereafter pursuant to a mutually agreed Statement of Work); it being understood and agreed that such Support shall in no event include (or be deemed to include) changes to the interface(s). Go-Live for an interface may differ from the Go-Live date of the Licensed Software at which time the 90-day support period for that interface would be calculated from the interface Go-Live date. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as “Critical” (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the generally-available current version (i.e., annual major release) and the most recent previous version. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

### 2.5 Conditions to Receive Support.

2.5.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may

request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

2.5.2 During all periods for which Support is needed or requested by Licensee, Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

2.5.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Attachment C to this Exhibit 4 ("MINIMUM SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

2.5.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

2.6 Other Support. Services that go beyond routine Support set forth in Section 2.4 may be provided under the terms of a professional services agreement upon agreement of the parties.

### 3. WARRANTY

3.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides and the provisions of the Master Agreement. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) unapproved modification of the Licensed Software by the JBE, (d) any use of the Licensed Software in breach of this Exhibit or the Master Agreement or (e) any failure to satisfy the conditions to receive Support under Section 2.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and its Participating Addendum (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired), in addition to any other rights that Licensee may have under the Master Agreement.

3.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into the Master Agreement and to consummate the transactions contemplated hereby; and (iv) the Master Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify

and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

3.3 Warranty of Title. Licenser further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Exhibit and the Master Agreement; and (iv) Licenser shall be responsible for and 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**”). In the event of a breach of the Title Warranty, Licenser shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

3.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS EXHIBIT AND THE MASTER AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 4. TERMINATION

##### 4.1 Termination by Licenser.

4.1.1 Payment Default. Licenser shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and any Participating Addendum of a Licensee hereunder (but reserving cumulatively all other rights and remedies under the Master Agreement, in law and/or in equity), for any failure of such Licensee to make payments of undisputed moneys due for license and maintenance and support fees when the same are due, and such failure continues for a period of thirty (30) days after written notice of such failure to pay by Licenser to such Licensee.

4.1.2 Other Licensee Defaults. Licenser may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”) and any Participating Addendum of a Licensee hereunder (but reserving cumulatively all other rights and remedies under the Master Agreement, in law and/or in equity), for any other material breach by such Licensee which breach continues for a period of thirty (30) days after written notice thereof (and opportunity to cure) by Licenser to such Licensee.

4.2 Actions Upon and Following Termination. Termination of the Master Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon the effective date of termination as set forth in the applicable termination notice delivered in accordance with the provisions hereof, and must remove and return the Licensed Software and all other products and information received by Licensee from Licenser within thirty (30) days after the effective date of termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licenser the right to remove the Licensed Software.

**ATTACHMENT B TO EXHIBIT 4**

**SOURCE CODE ESCROW AGREEMENT**



**IS2ex**

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.  
Licensees are enrolled as a Beneficiary.

**Use This Agreement if:**

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
  - Complete client service
  - Fees Locked for the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

**Questions? Please call (800) 239-3989 or  
Live Online Support at [www.innovasafe.com](http://www.innovasafe.com)**

This Software Source Code Escrow Agreement (“Agreement”), number 2738, effective as of the date signed by the Depositor (“Effective Date”), is made and entered into by InnovaSafe, Inc. (“InnovaSafe”), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. (“Depositor”), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

## 1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

“*Beneficiary*” means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

“*Beneficiary Enrollment Form*” means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

“*Designated Beneficiary*” means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

“*Description of Escrow Deposit*” means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

“*Escrow Deposit*” or “*Deposit*” means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

“*License Agreement*” means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

“*Replacement*” means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

“*Software*” means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

“*Source Code*” means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

“*Update*” means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

## 2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet.

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

## 3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and

delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 **Beneficiary Enrollment Forms:** (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

#### **4. DEPOSIT RELEASE PROCEDURES**

4.1 **Conditions to Enforcement:** Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 **Release Conditions:** The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has breached a material obligation under the License Agreement for which the License Agreement provides for the release of the Deposit to Beneficiary as a remedy, and such breach has not been cured by Depositor as provided in the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 **Release Procedures:** InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or

such Beneficiary, as applicable (the “Notice of Release Request”); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the “Contrary Instructions”); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary; or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

## 5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

## 6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of \_\_\_\_\_ from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable

License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

## **7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR**

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

## **8. RECORDS, REPORTS, ADMINISTRATION**

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

## **9. DISPUTE RESOLUTION AND CLAIMS**

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with

it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative (“Designated Representative”) identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively “InnovaSafe”) from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively “Liabilities”), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, “Expenses”) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, “Actions”), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party (“Mediator”). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges (“JAMS”). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call

to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

## 10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, <http://www.innovasafe.com/update.html>.

**DEPOSITOR:**

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1 <sup>st</sup> . St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia_nading@dailyjournal.com
Purchase Order (if applicable):	NA

**INNOVASAFE, INC.**

Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA  
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA  
Phone: USA Direct: 1-800-239-3989  
International Direct: 1-661-310-1810  
Facsimile: 1-661-295-5515  
eMail: clientservices@innovasafe.com

**BENEFICIARY:** As set forth in Exhibit B or Exhibit Bns.

**11. MISCELLANEOUS PROVISIONS**

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of

any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

**DEPOSITOR**

**BY:** \_\_\_\_\_

**Signature**

**Name:**

**Title:**

**Date:**

**INNOVASAFE.**

**BY:** \_\_\_\_\_

**Signature**

**Name:**

**Title:**

**Date:**

**EXHIBIT A  
 DESCRIPTION OF DEPOSIT  
 INNOVASAFE ACCOUNT # 2738**

**THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT:  
 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA**

The Ex. A can also be completed online at: <http://www.innovasafe.com/exhibitA.html>

**DEPOSITOR CONTACT INFORMATION:**

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc....):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

**TYPE OF DEPOSIT (REQUIRED): \*Please Check Only One Box**

- Initial Deposit    Update Deposit    Replacement Deposit

**IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):**

- Return   OR    Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)) If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

All or Specific Deposits (list here): \_\_\_\_\_

**EXHIBIT B  
 BENEFICIARY ENROLLMENT FORM  
 INNOVASAFE ACCOUNT # 2738**

This form can be completed online. Go to <http://www.InnovaSafe.com/ExhibitB.html>

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement").

**BENEFICIARY INFORMATION:**

\*This contact person will receive ALL deposit and update deposit notifications.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): \_\_\_\_\_

**DEPOSITOR INFORMATION:**

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

**PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:**

<b>See Ex. "C" Schedule of Fees</b>	<b>Party responsible for:</b>	<input type="checkbox"/> Depositor	<b>Party responsible for:</b>	<input type="checkbox"/> Depositor
	Annual Deposit fee:	<input type="checkbox"/> Beneficiary	Annual Beneficiary fee:	<input type="checkbox"/> Beneficiary

**Invoicing Contact (**Required**):**

<b>Depositor:</b>	<b>Beneficiary:</b>
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
<b>Please return this form to:</b>	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

**EXHIBIT BNS  
 BENEFICIARY ENROLLMENT FORM  
 INNOVASAFE ACCOUNT # 2738**

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

**BENEFICIARY INFORMATION:**

\*This contact person will receive the Beneficiary enrollment notification.

Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

**PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:**

**DEPOSITOR INFORMATION:**

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): \_\_\_\_\_

Date: \_\_\_\_\_

<b>See Ex. "C"</b> <b>Schedule of Fees</b>	<b>Party responsible for:</b> Annual Deposit fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary	<b>Party responsible for:</b> Annual Beneficiary fee:	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

**Invoicing Contact (**Required**):**

<b>Depositor:</b>	<b>Beneficiary:</b>
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
<b>Please return this form to:</b>	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

**EXHIBIT C**

**SCHEDULE OF FEES**

**INNOVASAFE ACCOUNT #2738**

<b>Set Up Fee</b>	<b>No Fee</b>		
<b>Traditional Escrow Annual Deposit Fee*</b>			
▪ <b>1<sup>st</sup> Product</b>	<b>\$675</b>		
▪ <b>Additional Products</b> – per product	<b>\$350</b>		
▪ <b>Included Benefits and Services</b>			
○ 4 Free Updates/Replacements			
○ Physical or Electronic Deposits			
○ Deposit Notification – all parties			
<b>Annual Beneficiary Fee</b>	<b>\$200</b>		
<b>Dynamic Escrow Option</b>			
▪ Annual Fee – Per Vault	<b>\$995</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ Basic Report	<b>No Fee</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ Detailed Report	<b>\$95 per report</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Optional Benefits and Services (annual fee)</b>			
▪ Unlimited Updates	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ Dual Vaulting	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ Account Status Reports - Quarterly	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ Deposit Tracking - Quarterly	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ SafeAccess (24/7) Online Deposit History Only	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ FullAccess (24/7) Online Comprehensive	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
▪ L1 Deposit Verification – Limited Only	<b>\$200</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Additional Optional Services</b>			
▪ L2 Verification – File Analysis – per check	<b>Quote Only</b>		
▪ L3 Verification – Comprehensive – per check	<b>Quote Only</b>		
<b>Release Request Fee</b> – per request	<b>\$200</b>		

*\*One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

**EXHIBIT D**  
**BENEFICIARY ACKNOWLEDGEMENT FORM**  
**INNOVASAFE ACCOUNT # 2738**

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of \$\_\_\_\_\_ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

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**BENEFICIARY INFORMATION:**

Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (**Required**): \_\_\_\_\_

---

**PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:**

**BY FIRST CLASS MAIL:**

**INNOVASAFE, INC.**  
**PO BOX 800256**  
**VALENCIA, CA 91380-0256 USA**

**BY COMMERCIAL COURIER**

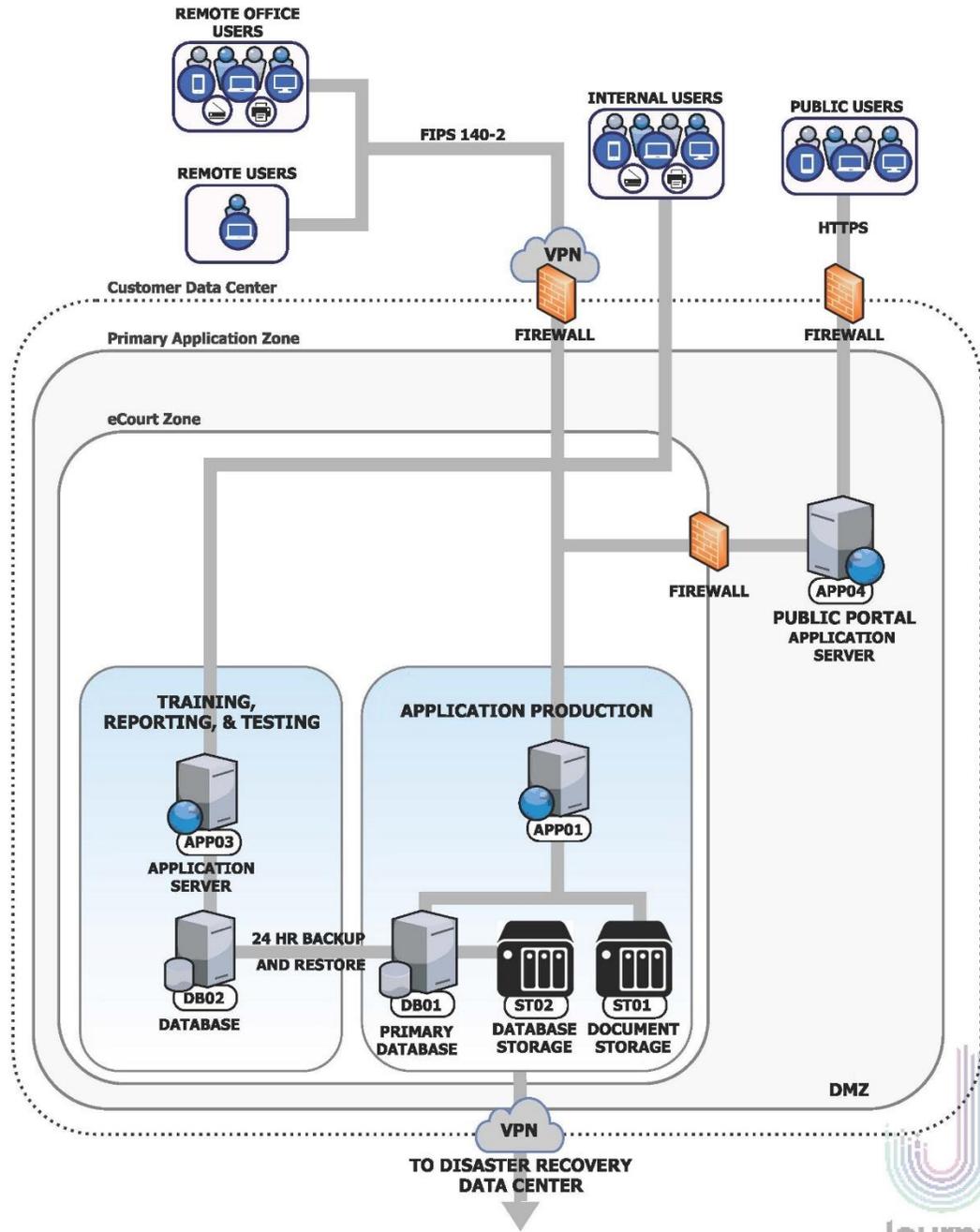
**INNOVASAFE, INC.**  
**28502 CONSTELLATION ROAD**  
**VALENCIA, CA 91355**

**BY FACSIMILE:**

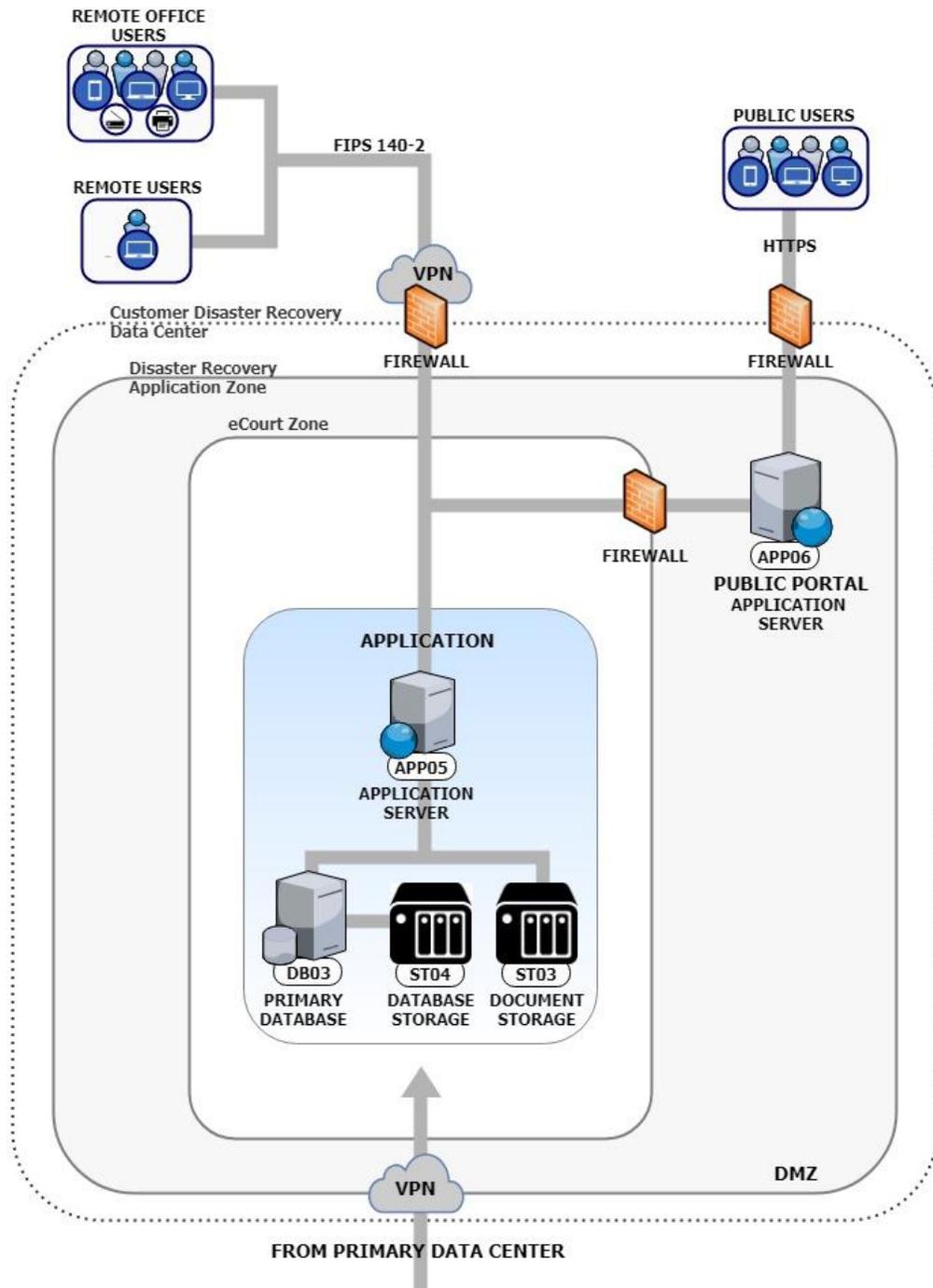
**1-661-295-5515**

**ATTACHMENT C TO EXHIBIT 4**  
**MINIMUM SYSTEM REQUIREMENTS**

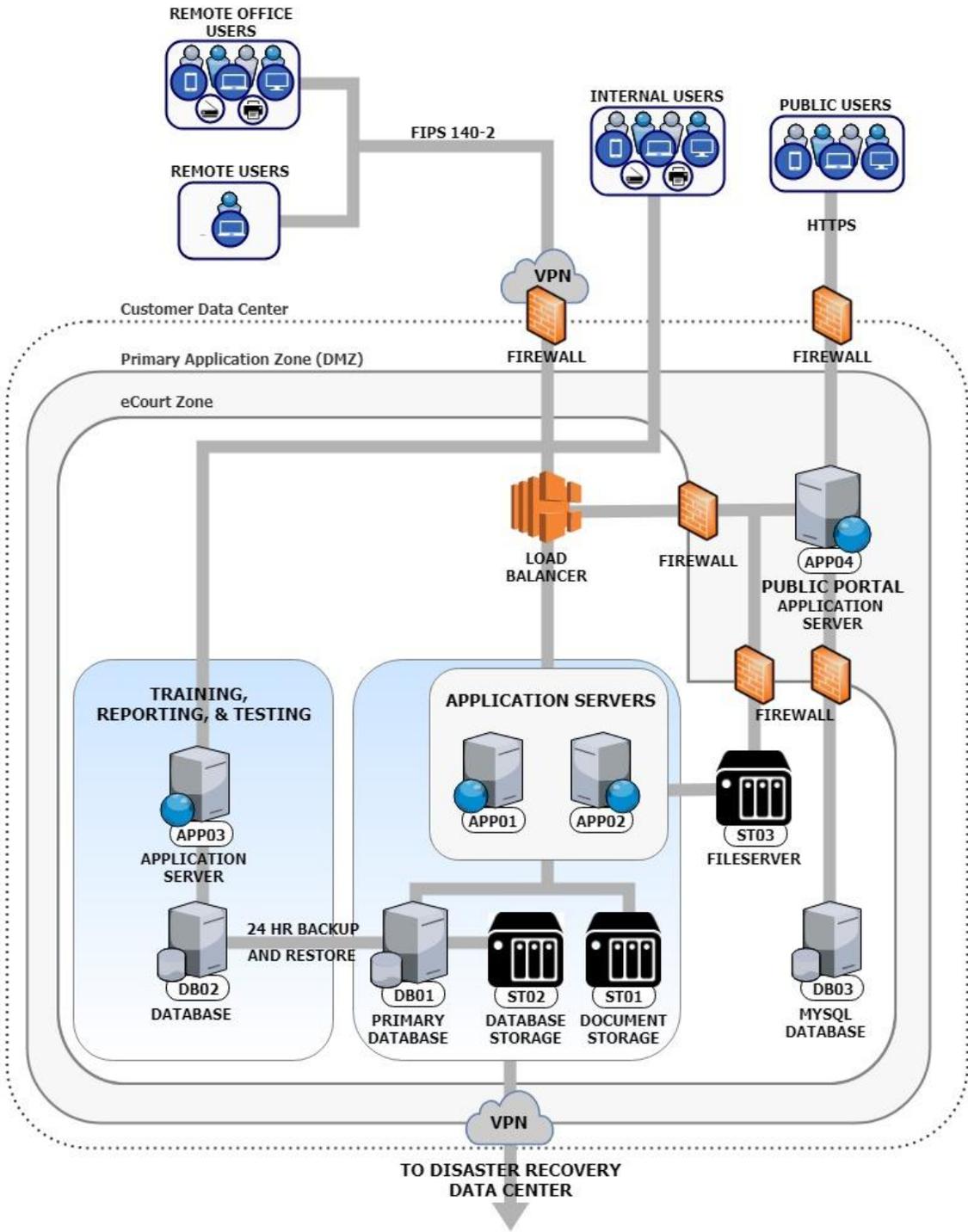
**Customer Hosted - Primary ( 50 user )**



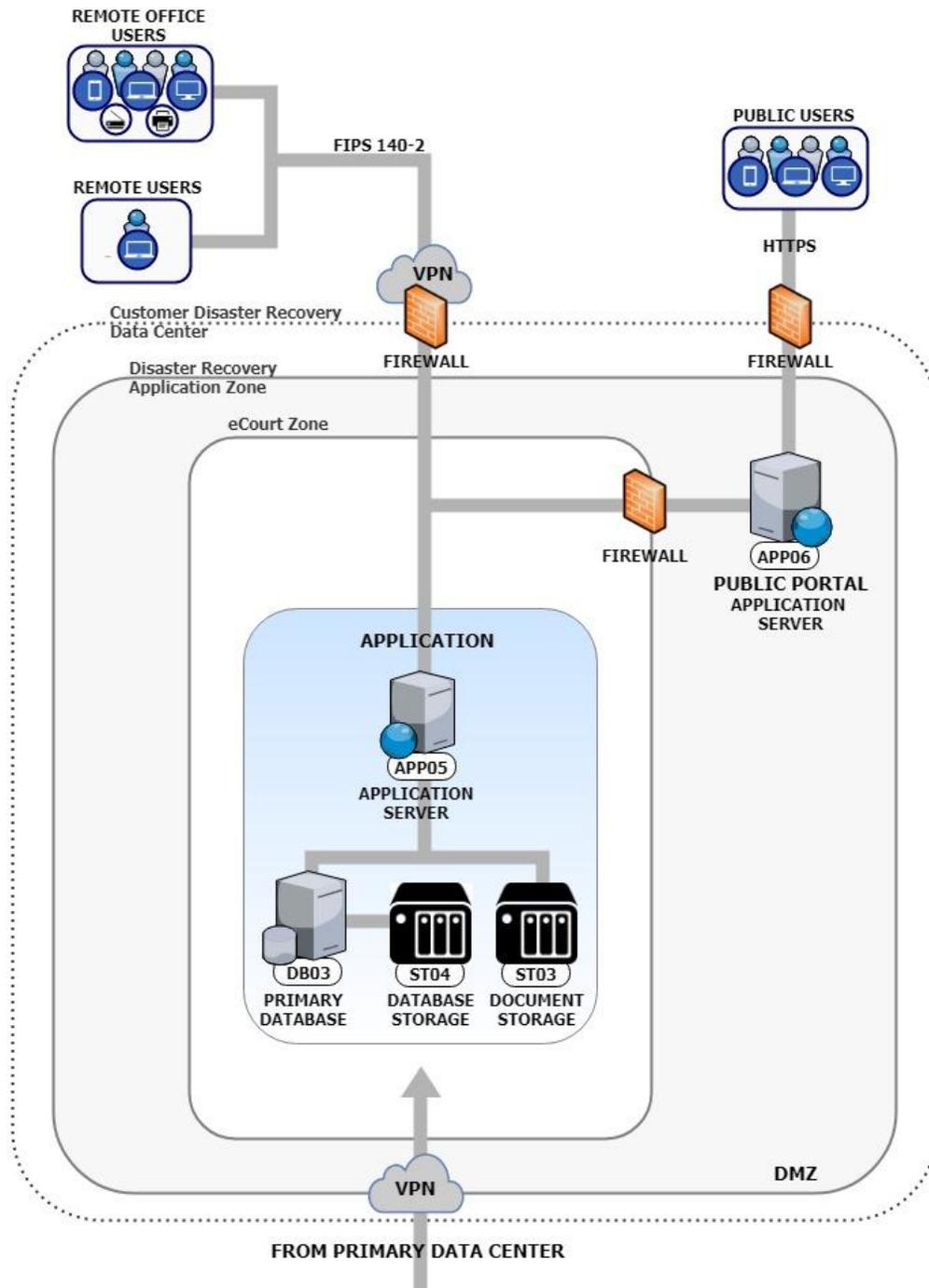
## Customer On-Premise - Disaster Recovery ( Off-site )



**Customer On-Premise - Primary ( 51-500 user )**



## Customer On-Premise - Disaster Recovery ( Off-site )



Data Centers  
Hardware/Software Manifest

- \*APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- \*APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data
- ST02 - Database storage device with
  - 1 TB for DB
- ST03 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data

- 500 GB for report server data
- ST04 - Database storage device with
  - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

\*Additional application and database servers may be added to scale up the solution.

Workstation Hardware Configuration

<b>Component</b>	<b>Minimum Specification</b>
<b>Processor</b>	1 @ 2.0 Ghz or faster
<b>Hardware</b>	Any
<b>Memory</b>	4 GB minimum
<b>Monitor Size</b>	Minimum resolution: 1600x1200
<b>Video Card</b>	Standard
<b>Disc space</b>	100 GB minimum
<b>Network interface</b>	Ethernet NIC
<b>Operating system/version</b>	Windows 7 or 8/8/1
<b>Other required software and versions</b>	Browser of your choice. Supported browsers IE 10+, Firefox, Chrome. Java Runtime Environment 7 for printing.
<b>Third-party applications and versions, what they are used for</b>	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format).

## ATTACHMENT D TO EXHIBIT 4

### HOSTED SERVICES AND CLOUD HOSTED SERVICES

*[NTD: Applicable only to any JBE that requests and pays for Hosted Services as provided herein.]*

#### 1. Hosted Services

Licensee Hosting. In consideration for Licensee's (JBE's) payment to Licensor (JTI) of the Annual Hosting and Storage Fees set forth in Exhibit 8, Licensor will provide Licensed Software hosted services (the "Hosted Service"), which Licensee may access via an Internet connection.

Definitions. Capitalized terms used and not otherwise defined in this Attachment D to Exhibit 4 shall have the respective meanings given them in the Agreement.

"Customer Data" means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

- a. Provide infrastructure, including Licensed Software, for the hosting of JBE's use of Licensed Software and Licensee data.
- b. Provide Maintenance of the Hosted Service.
- c. Provide services as described in section 2, Cloud Hosted Services, in this Attachment D to Exhibit 4.
- d. Licensee shall not be responsible, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee's failure to comply with subparagraph b. below under the heading "Licensee Responsibilities."

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

- a. Pay the Annual Hosting and Storage Fees, in addition to the License, Maintenance and Support Fees described in Section 2.2.2 of Exhibit 4.
- b. Licensee is solely responsible for any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User's account credentials from such a User or Licensee, (iii) changes that Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.
- c. Accept that each hosted instance allows for one (1) terabyte of storage. Storage required for database and document storage is covered by the Hosting Fees. Licensee will be notified when storage usage thresholds exceed 80% of the then available storage and the storage will automatically be expanded by one (1) terabyte and Licensee's Annual Hosting and Storage Fees will be adjusted accordingly at the then current annual rate. The current rate is listed in **Exhibit 8**. Additional storage may be pre-purchased at any time.

### System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening or as agreed upon by Licensee. Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window. The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage*. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.

## 2. Cloud Hosted Services

JTI's cloud hosting services handle all the JBE's server, data storage and cloud infrastructure needs including Licensed Software. JTI's highly trained IT staff manage the deployment and operation of the compute resource so that the JBE can focus on the operation of the court.

JTI hosts JBE data and software with a top-tier hosting provider selected by JTI, such as AWS or Microsoft Azure. These companies provide state-of-the-art compute power, storage and security.

JTI's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

### Flexible Compute Power

During the course of JBE implementation and then during JBE live operations, JBE hosted environment needs will vary. For example, during the implementation phase the JBE may need a testing system, a configuration system, a data conversion system and a training system. Once the JBE is in live-production, it will need a production system, a reporting system and a testing and training system. From time-to-time, the JBE may also need a system to test and approve upgrades.

JTI provides and configures flexible compute power to meet JBE needs during the life cycle of JBE eSuite implementation and during live production. JTI rapidly scales and deploys compute power and storage to meet the JBE's changing needs.

### Data Storage

One terabyte (TB) of data storage and one TB of document storage is included with JTI's hosting service. Additional storage is always available and is automatically provisioned when required. At the end of the current billing period, JTI compares the actual storage the JBE is using to the contracted amount and adjusts the storage cost for the next period, per the storage rate table in this Agreement in **Exhibit 8**.

### Security

**Secure Hosted Environment** - AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance

requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a CJIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Microsoft Azure provides similar services and security.

**Data Security** - JBE data is always encrypted at rest.

**Data Transport Security** - The connection to the JBE location is established using a FIPS 140-2 compliant virtual private network (VPN) or by using the secure HTTPS protocol. JBE data is always encrypted to Federal standards while in route to or from the cloud servers.

**Penetration Testing** - JTI conducts quarterly penetration and vulnerability tests on every hosted customer environment. Tests span discovery, exploitation, brute-forcing and reporting, providing proactive security controls.

### **Data Ownership**

All the hosted data remains JBE property during and after the lifetime of the hosting and Participating Addendum. The JBE may have access to it at any time, subject to appropriate security controls and procedures. JTI never makes it available to third-parties or uses it internally except to support JBE operation.

At the termination of the hosting and Participating Addendum, JBE data will be provided to the JBE in the form of a MS SQL Backup file. Copies of JBE data are also available upon request and will be provided up to two times per month in the form of a MS SQL Backup file. These copies require three days advance notice and the JBE is responsible for any significant data transfer charges.

### **Data Backups**

JTI backs up the JBE production database every two hours to storage media in JTI's primary hosting region. At the end of the day, the 00:00 backup is archived, and the other hourly backups are overwritten the next day. JTI maintains fourteen days of archival data backup.

This gives JTI a Restore Point Objective (RPO) of two hours or less.

JTI snapshots the JBE running Compute Instances (CI) once every 24 hours and rotates the CI backups every three business days.

Both data backups and CI snapshots are "encrypted at rest" with FIPS 140-2 compliant encryption techniques.

### **Disaster Recovery (DR)**

JTI provides for disaster recovery by exporting JBE data backup to a geographically remote hosting region. These database backups rotate every six hours at 00:00, 06:00, 12:00 and 18:00.

JTI snapshots the running compute instances once every 24 hours and export those snapshots to a remote hosting region. Compute instance backups rotate every three business days.

This provides a DR Restore Point Objective (RPO) of six hours or less and a Recovery Time Objective (RTO) of twenty-four hours or less.

If JTI's primary hosting region is not available for a period of two hours or more, JTI begins the process of failing over to JTI remote regions.

***END OF EXHIBIT 4***

## EXHIBIT 5

### SPECIFICATIONS

Table A. Business and Functional Requirements

Number	Business and Functional Requirements	Contractor's Response: Yes/No, In Progress	Response with Explanation for Business and Functional Requirements. (If YES or NO, LEAVE LINE ITEM BLANK)
<b>1</b>	<b>Person/Entity Management</b>		
<b>1.1</b>	<b>Types/Roles</b>		
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,)	Yes	
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	
<b>1.2</b>	<b>Demographics</b>		
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: <ul style="list-style-type: none"> <li>- General Info (e.g., Name(s), Address(es), Email, Languages, Phone(s) etc.</li> <li>- Physical Info (e.g., Date of Birth, Height, Weight, etc.)</li> <li>- Additional Info (e.g., Occupation, Security Risk, Flight Risk, Indian Child Welfare Act (ICWA) Information, etc.)</li> <li>- Vehicle Info (e.g., VIN No., Color, Make, Model, etc.)</li> <li>-Associations (e.g., Participant Associations on the Case, Family Associations, NonFamily Associations)</li> <li>- Position Info (e.g., Clerk, Attorney, Mediator, etc.)</li> <li>-Photographs (Displays up to 3 photographs)</li> </ul>	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	
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 pre-merge 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.	Yes	
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 preselected 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	
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.	Yes	
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" preselection 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.	Yes	
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	
<b>2 Case Initiation</b>			
<b>2.1 Case Initiation and Numbering</b>			
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.	Yes	
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	
2.1.19	Ability to use an 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".	Yes	
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."	Yes	
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	
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 sub-identifier (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	
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)	Yes	
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	Yes	
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	
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.	Yes	

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	
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	
<b>2.2 Case History/Register of Actions</b>			
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	<p>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.</p> <p>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).</p>	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	

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	
<b>3 Case Management</b>			
<b>3.1 Case Filings and Updates</b>			
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: a. Pending – Filing Status is Filed, Filed on Demand, or Filed under Seal per Court Order (with no disposition) b. Received - Filing Status is Received (with no disposition) c. Received but Not Filed - Filing Status is Received but Not Filed (with no disposition) d. Remanded - Filing Status is Remanded (with no disposition) e. Settled – A filing associated to the Notice of Settlement filing (with no disposition) f. Disposed – A filing with a disposition entered on the filing (not including a dismissal) g. Dismissed – A filing with a dismissal entered on the filing h. Lodged - Filing Status is Lodged (with no disposition) i. Ready to Receipt - Filing Status is Ready to Receipt (with no disposition) j. Ready to Submit - Filing Status is Ready to Submit (with no disposition) k. Submitted to Reviewing Court - Filing Status is Submitted to Reviewing Court (with no disposition) l. Inactive – If an amended filing is filed that replaces an original, the status of the original should be Inactive m. Voided – A filing filed in the status of Voided n. 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, <i>in addition to</i> 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.	Yes	
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.	Yes	
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.	Yes	
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	
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.	Yes	
<b>3.2 Case Management</b>			
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.	Yes	
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 de-consolidated.	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.	Yes	
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.	Yes	
3.2.24	By default, secure the home address of all person/entities with the position type of "Private Professional Fiduciary".	Yes	
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	
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	
<b>3.3 Issuances and Warrants</b>			
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	Yes	
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	Yes	
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.	Yes	
3.3.12	Warrants - Query, search and track and update warrants and warrant status.	Yes	
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 you to issue a writ on that judgment.	Yes	
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	
<b>3.4 Case Ticklers, Prompts and Milestones</b>			
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 drivers' license, holds issued to DMV, other FTA or noncompliance alerts	Yes	
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.	Yes	
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.	Yes	
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	
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	
<b>3.5 Work Queues</b>			
3.5.1	Ability to configure work queues for specific individuals' 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	
<b>3.6 Appointments and Referrals</b>			
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.	Yes	
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	
<b>3.7 Appeals and Transfers</b>			
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, e-filed documents, system generated documents and potential paper documents.	Yes	
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 remitter 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	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.	Yes	
3.7.15	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	
<b>4 Event Management</b>			
<b>4.1 Resource Availability Tracking</b>			
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	

4.1.2	<p>Ability to assign specific attributes of the Resource Allocation rules which may include values such as:</p> <ul style="list-style-type: none"> <li>- 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.</li> <li>- Resource Name: The name of the resource that the rule applies to.</li> <li>- Court Location: The specific court location that this rule applies to.</li> <li>- Case Category/Case Type: The specific Case Category and related Case Types that this rule applies to</li> <li>- 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.</li> <li>- 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).</li> </ul>	Yes	
4.1.3	Ability to assign by courtroom / department rather than per judicial officer (Master calendar courtroom)	Yes	
4.1.4	Allow user to configure when a JO or Department is unavailable to hear matters.	Yes	
4.1.5	<p>Ability to assign specific attributes to Resource Unavailability rules, which includes values such as:</p> <ul style="list-style-type: none"> <li>- 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.</li> <li>- Resource Name: The name of the resource that the rule applies to.</li> <li>- Unavailable Start Date and End Date: The specific date range for which the resource is not available.</li> <li>- Unavailable Start Time and End Time: The specific time range for the designed date(s) during which the resource is not available.</li> <li>- Block Entire Day - An indicator that blocks the entire day as "dark" and doesn't require start/end dates and times to be entered</li> <li>- 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</li> </ul>	Yes	
4.1.6	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	
4.1.7	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	

4.1.8	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.	Yes	
4.1.9	Enter proceeding types, (e.g., include mediation, arbitration, neutral evaluation, special masters and referees' referrals, and settlement conferences)	Yes	
4.1.10	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	
4.1.11	Enter, generate, print any result from Arbitration or Mediation resulting from hearings or other events. Enter, generate, print any court rulings/orders/judgments	Yes	
4.1.12	Maintain and produce history of prosecutor and defense attorney changes for specific case or defendant with reasons for change	Yes	
4.1.13	Maintain and produce history of court reporter assignment(s), track dates of assignment (for appeal transcripts, etc.)	Yes	
<b>4.2 Calendaring/Scheduling</b>			
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.	Yes	
4.2.5	Reserve a hearing date, through public interface or manually entry, and update status from reserved to schedule upon filing of a document.	Yes	
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.	Yes	
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	Yes	
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 rescheduling, e.g. check for any recusals that may exist for a JO.	Yes	
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.	Yes	
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	
4.2.41	Use information captured in court proceedings, other judicial, and/or mediation events to perform the following functions: <ul style="list-style-type: none"> <li>- 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)</li> <li>- scheduling (when rescheduling a hearing)</li> <li>- dismissals and differentiate between the different types of dismissals (e.g., dismissal with or without prejudice, etc.)</li> <li>- document generation and processing (for notice creation) - calendaring (to place on future calendar when scheduled)</li> <li>- accounting (for monetary judgment data)</li> <li>- bifurcations working with Case Initiation and Indexing to initiate new case and docket and Related Record keeping for docket updates functions</li> </ul>	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)	Yes	
<b>5 Courtroom</b>			
<b>5.1 Court Clerk Functions</b>			
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: <ul style="list-style-type: none"> <li>- the ability to enter minutes on a case in a quick and efficient manner, such as the use minute entry codes and or macros,</li> <li>- preview the minute order,</li> <li>- save minute entry codes for later update,</li> <li>- attach an electronic signature to the minute order with the proper security access,</li> <li>- generate a finalized minute order,</li> <li>- send minute order for judicial review/electronic signature</li> </ul>	Yes	
5.1.4	Ability to amend, correct or otherwise modify minutes including <i>Nunc Pro Tunc</i> processing.	Yes	

5.1.5	Provide ability to initiate or prepare Minutes before hearings. Provide ability to modify pre-completed 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	
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.	Yes	
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).	Yes	
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.	Yes	
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.	Yes	
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).	Yes	

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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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 undispositioned counts on the case and no additional hearing scheduled for the case.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	

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.	Yes	
5.1.32	The system should warn the user when they process a minute order and the jurisdiction has been terminated.	Yes	
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	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
5.1.41	Ability to track and update all matters taken under submission for reporting purposes.	Yes	
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 <ul style="list-style-type: none"> <li>• update records on cases, defendants/other parties, allegations, and pleadings throughout system</li> <li>• scheduling (for rescheduling/continuance of hearing) and calendaring (to place on future calendar when scheduled)</li> <li>• dismissals and differentiate between the different types of dismissals (e.g., full dismissal, Deferred Entry of Judgment dismissal, conditional dismissal, etc.)</li> <li>• document generation and processing (for notice creation)</li> <li>• accounting (for monetary judgment or sanction data)</li> <li>• tracking of compliance with court orders (e.g., alcohol program to be completed by a specific date)</li> <li>• 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 Multi-Function Capabilities and Integration)</li> </ul>	Yes	
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	Yes	
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)	Yes	
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	
5.1.55	Enable compliance with Rule of Court 980.5 for audio recording of courtroom proceedings.	Yes	
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.	Yes	
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)	Yes	
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	Yes	
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	Yes	
5.1.62	Court/Jury Trials - Ability to support Court/Jury Trial proceedings. (Jury Selection, Witness Lists, Polling, Sentence Continued, Court/Jury Verdicts, Mistrials)	Yes	
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).	Yes	
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	Yes	
<b>5.2</b>	<b>Probate Notes/Tentative Rulings</b>		

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.	Yes	
5.2.2	Allow a user to publish probate note or send them for judicial review.	Yes	
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.	Yes	
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.	Yes	
5.2.8	Ability to configure multiple Probate Notes templates to allow for ease of use.	Yes	
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.	Yes	
5.2.10	Allow a user to publish tentative rulings or send them for judicial review.	Yes	
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.	Yes	
5.2.12	Provide the ability to extract probate notes published on or after a specified date.	Yes	
5.2.13	Provide the ability to extract tentative rulings published on or after a specified date.	Yes	
5.2.14	Allow for tentative rulings and probate notes to populate minutes once the ruling is approved and finalized.	Yes	
<b>5.3 Judicial Officer Functions</b>			
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	
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	
<b>6 Disposition</b>			
<b>6.1 Dispositions/Sentencing</b>			
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 nondisposed 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	Yes	
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	
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.	Yes	

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.	Yes	
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.	Yes	
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	
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.	Yes	
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.	Yes	
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	
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: <b>Infraction/Misdemeanor/Felony</b> 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 <b>Juvenile</b> 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	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	
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	Yes	
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	
<b>6.2 Post Disposition/Sentencing</b>			
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	

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.	Yes	
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	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
6.2.20	For probate guardianship only cases the system will automatically close the cases when the minor becomes 18.	Yes	
6.2.21	Ability to record fully, partially, and non-satisfied executions (e.g., all obligations satisfied).	Yes	
6.2.22	Provide the ability to file and process a Renewal of Judgment	Yes	
6.2.23	Process requests for execution of judgments and establish cross references for each execution sub-function given to judgment index and judgment screen	Yes	
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	
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	Yes	
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	Yes	
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	Yes	
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	Yes	
6.2.38	Generate completed JUS 8716 Department of Justice Juvenile Detention Disposition Report form	Yes	
<b>6.3 Case Closure</b>			
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	
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.	Yes	
6.3.8	Mental Health - Auto case closure on LPS Conservatorship case types after one year from disposition unless certain conditions (reappointments)	Yes	
<b>7 Financial Management</b>			
<b>7.1 Payments/Cashiering</b>			
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	
7.1.11	<p>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:</p> <ul style="list-style-type: none"> <li>Base bail amount</li> <li>Factors that could change base bail amount such as, Construction Zone, School Zone, Safety Zone violations, overweight, over limit etc.</li> <li>Penalty assessments</li> <li>Case level priors</li> <li>Count level priors</li> <li>Night Court</li> <li>Security Fees</li> <li>Surcharge</li> <li>Proof of Correction fees</li> <li>Proof of Correction recalculations</li> <li>Traffic School eligibility</li> <li>Traffic school fees</li> <li>Traffic School recalculations</li> </ul> <p>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.</p>	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	<p>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.</p> <p>Any underage remains due on the case, and the system generates a notice of payment due.</p> <p>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.</p>	Yes	
7.1.15	Allow the court to configure if fees can be partially paid.	Yes	
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	
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.	Yes	
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'	Yes	
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	
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	Yes	
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.	Yes	

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.	Yes	
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.	Yes	
7.1.41	Ability to support the voiding of payment transactions both on the same day received and on sub-sequent 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 is 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.	Yes	
7.1.46	Ability to place funds in trust when reversing a payment.	Yes	
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.	Yes	
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.	Yes	
7.1.51	After voiding or NSFing a transaction the fee status for corresponding fee is updated accordingly and work flow to civil clerk	Yes	
7.1.52	Ability to update payment plan information if the voided or NSF payment was an installment (back-dating)	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.	Yes	
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 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	
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 is 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	
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 preestablished 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)	Yes	
<b>7.2 Business Office Accounting</b>			
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.	Yes	
7.2.10	Provide ability to automatically generate payment plan notices.	Yes	
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.	Yes	
7.2.12	Ability to configure the numbers of days used by the escheatment process for case related and non-case related trusts. Also allow configuration based on case category.	Yes	
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	Yes	
7.2.26	Ability to generate a notice that notifies case participant that payment for an investigative report is overdue Email & Text	Yes	
7.2.27	Ability to generate a notice that notifies case participant that payment for an investigative report is due. Email & Text	Yes	
7.2.28	ability to generate notice for unidentified payment, email and paper	Yes	
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 exonerated 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	Yes	
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	Yes	
7.2.44	Generate reports when payments on partial fee waivers not received by due date; provide ability to automatically generate notice	Yes	
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.	Yes	
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.	Yes	
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	
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.	Yes	
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 <del>name entries</del> from the list when checks are returned dishonored from the bank due to non-sufficient funds, closed accounts, invalid signature, etc.	Yes	
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.	Yes	
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 JCC 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.	Yes	
7.2.88	Ability to support different fee waiver approval processes based on user's role. Judicial Officer and clerk, supervisor	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
7.2.97	Allow justice partners to electronically notify the court when they have received Cash Bail.	Yes	
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	
<b>7.3</b>	<b>Collections Management and Enforcement</b>		
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	
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.	Yes	
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 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.	Yes	
7.3.13	Ability to prevent the acceptance of payments on cases while they are in a status of referred to external collector.	Yes	
<b>8 Records Management</b>			
<b>8.1 Case File Management</b>			
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	
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.	Yes	
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	
<b>8.2 Exhibit Management</b>			
8.2.1	Ability to create, mark, update and track exhibits	Yes	
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 reused 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	<b>Intentionally blank.</b>		
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	
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.	Yes	
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.	Yes	

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.	Yes	
8.2.22	Exhibit retention periods and rules are easily maintained by a configurable table within the system.	Yes	
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	Yes	
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	Yes	
<b>9 Document Management</b>			
<b>9.1 Document Management Integration with Existing System</b>			
9.1.1	Provide links to an external document management system (Please refer to Technical requirements section for standard DMS solutions).	Yes	
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	
<b>9.2 Form/Notice Generation</b>			

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.).	Yes	
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).	Yes	
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	Yes	
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	
<b>10 Reporting</b>			
<b>10.1 Standard Reporting</b>			
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	
<b>10.2 Judicial Branch Statistical Information System (JBSIS)</b>			
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	
<b>10.3 Ad-Hoc Reporting</b>			
10.3.1	Ability to create and run <i>Ad-Hoc</i> reports.	Yes	
10.3.2	Ability to save <i>Ad Hoc</i> reports for re-use at a later time.	Yes	
10.3.3	Ability to save <i>Ad Hoc</i> 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	
<b>11 Security Management</b>			
<b>11.1 Security/User Administration</b>			
11.1.1	Provide a comprehensive security framework.	Yes	
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.	Yes	

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	
<b>11.2</b>	<b>Audit Trails</b>		
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.	Yes	
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	
<b>12</b>	<b>Systems Requirements</b>		
<b>12.1</b>	<b>General Requirements</b>		
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	Yes	
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	
<b>12.2</b>	<b>Search Functions</b>		
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.	Yes	
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.	Yes	
<b>12.3</b>	<b>Application Configuration</b>		
12.3.1	Ability for the Court to create, read, update and delete all reference tables used in the CMS.	Yes	
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.	Yes	
12.3.5	Ability to "bulk load" data into reference tables, such as upload annual changes to bail schedule, or fee table etc.	Yes	
<b>12.4</b>	<b>Fiscal Configuration</b>		
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	

12.4.7	<b>The bail schedule contains at a minimum the following data elements:</b> Statute Section Number Offense Level Degree Violation Description Effective dates	Yes	
12.4.8	Bail Amount <b>Ability to mark violations with multiple qualifiers that control bail calculation processes or reporting processes, such as:</b> 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	Yes	
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	
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	
<b>12.5</b>	<b>System Administration</b>		

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	
<b>13</b>	<b>e-filing</b>		
<b>13.1</b>	<b>Clerk Review</b>		
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).	Yes	
13.1.2	Compliant with requirements as defined by Judicial Council E-Filing standards.	Yes	
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.	Yes	
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).	Yes	
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.	Yes	
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.	Yes	
13.1.18	For ACH payments, the Amount Received will be pre-populated to the systems estimated fee amount.	Yes	
13.1.19	The association between Case Type and Filing Document is validated in the CMS for any incoming E-Filing. If the association type is not correct between the Case Type and Filing Document, a warning message will be displayed for the user.	Yes	
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.	In Progress	Will be available July 1, 2018
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.	In Progress	Will be available July 1, 2018
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.	Yes	
13.1.24	The user will be navigated to an E-Filing rejection screen if the subsequent E-Filing has a non-existent case number, and the user cannot find the correct case number within the system.	Yes	
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 E-Filing transaction.	In progress	Will be available July 1, 2018
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	
13.1.28	Changes made to the Jurisdictional Amount field on the E-Filing Review screen or on the Initiate E-Filing 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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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 non-court 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.	Yes	

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.	Yes	
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 E-Filing.	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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
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.	Yes	
13.1.53	If the user voids a payment, the copy of the payment receipt is sent along with the void receipt.	Yes	
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 E-Filing 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.	Yes	
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	
<b>14</b>	<b>Data Exchanges</b>		
14	Implement data exchanges with statewide justice partners using standards required by the Judicial Council	Yes	
<b>14.1</b>	<b>Department of Motor Vehicles (DMV)</b>		
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	
<b>14.2 Department of Justice (DOJ)</b>			
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).	Yes	
14.2.2	Ability to receive and process DOJ confirmation and error messages.	Yes	
<b>14.3 California Court Protective Order Registry (CCPOR)</b>			
14.3.1	Ability to exchange protective order data and forms with CCPOR	Yes	
<b>14.4 Franchise Tax Board (FTB)</b>			
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	
<b>14.5 Financial Systems</b>			
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	
<b>14.6 Department of Child Support Services (DCSS)</b>			
14.6.1	Department of Child Support Services (DCSS) - New and subsequent case information and documents; outgoing confirmation, conformed copies and hearing messages	Yes	
<b>14.7 Electronic Citation Import/Exchange</b>			
14.7.1	E-Citation - Support full electronic citation import processing from California Highway Patrol (CHP) and/or local agencies	Yes	
<b>14.8 Department of Social Services (CDSS)</b>			
14.8.1	CDSS - New and subsequent case information and documents; outgoing confirmation, conformed copies and hearing messages (Child Protective Services/Dependency, etc.)	Yes	
<b>14.9 California Department of Corrections and Rehabilitation (CDCR)</b>			
14.9.1	CDCR - send/exchange Prison sentencing information and document(s) with the California Department of Correction and Rehabilitation	Yes	
<b>14.10.1 Appellate Court Case Management System</b>			

14.10.1	Court of Appeals E-Submission - Upload case documents to the Appellate Court DMS.	Yes	
<b>15.1 Case Information Access</b>			
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	
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).	Yes	
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).	Yes	
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.)	Yes	
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	Yes	
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)	Yes	

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 non-confidential 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	
<b>15.2 Public Transactions - Internet WEB and IVR</b>			
15.2.1	Allow public to pay infraction citations using the WEB and IVR.	Yes	
15.2.2	Allow public to request traffic school enrollment using the WEB and IVR.	Yes	
15.2.3	Allow public to request traffic school extensions using the WEB.	Yes	
15.2.4	Allow public to request extensions for infraction cases using the web.	Yes	
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.	Yes	
	System comes with integrated web payment function	Yes	
<b>15.3 Court Specific Interfaces</b>			
15.3.1	<b>Prosecutor/DA</b> - 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	<b>Jail</b> - 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.	Yes	
15.3.3	<b>County Warrant System</b> - exchange warrant issuance, modification, recall, warrant service, warrant abstracting, warrant inactivity/expiry/purge	Yes	
15.3.4	<b>Probation</b> - 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	Yes	
15.3.5	<b>Public Defender</b> - outgoing referrals (new case appointments), hearings	Yes	
15.3.6	<b>Bulk Mail Processing Vendor</b> - send courtesy notices, late notices, reassignment, etc. to vendor for bulk mailing services	Yes	
15.3.7	<b>3rd party collections</b> - 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	<b>RevQ (Internal or to county agency)</b> - bi-directional exchange of collection accounts (fees and fines), payments made, returned accounts, etc.	Yes	
15.3.9	<b>Jury</b> - 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.	Yes	
<b>Support Functions</b>			
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	Yes	
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	
	<b>Interfaces</b>		
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.)	Yes	
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.	Yes	
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	Yes	
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.)	Yes	
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	Yes	
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	Yes	
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	Yes	
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)	Yes	
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)	Yes	
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	Yes	
15.3.60	Send electronic disposition reporting per State Prison Abstract Manual	Yes	
15.3.61	Send case disposition to the Election Board per Election Code 2212	Yes	

15.3.62	Send case disposition on felony convictions to jury system to remove felons from receiving summons	Yes	
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.	Yes	
15.3.65	Video Monitor - Produce output for court calendar information for display in lobby and department courthouse.	Yes	
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 non-confidential 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	
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	

Table B. Technical Requirements

#	Category	Requirement(s)	Contractor's 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.	All modules are fully integrated.
		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	The JTI EFM and CMS is designed to meet ECF 4.1 standards with extensions. JTI has further committed to working with the California JCC in the further standardization within the State for both general and self-represented e-filing.
1.1	Application Programming Interface (API)	The proposed solution must provide an application programming interface (API). The Contractor 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.	eCourt has an extensive and well documented API to support the development of custom 3rd party solution integrations. We support all modern technologies including RESTful services, XML, and SOAP.
1.2	Superior Court Interfaces		

1.2.1	API Maturity	The Contractor shall provide a description of existing trial court application interfaces and/or automation currently being used with the proposed solution.	See below - we have provided the interfaces for California courts, which will soon be joined by Imperial. There are a number of interfaces in production for courts in other states as well, including in Georgia, South Carolina, and soon Washington, for the typical justice partners.
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 Contractor shall describe Justice Partner interfaces, including design, requirements, security and implementation methodology. The Contractor shall list the names and locations of trial courts currently using this solution to provide interfaces to and/or from external justice partners. The Contractor shall also list the standards and formats used for these exchanges.	eCourt is able to leverage its extensive API to support the development of custom 3rd party solution integrations. We support all modern technologies including RESTful services, XML, and SOAP, along with the ability to work with older technologies including flat files, FTP/SFTP/FTPS delivery, etc. There is no limit to what eCourt can "talk" to. Each of the interfaces go through a formal requirements, design, development, test, and deployment cycle. However, it's important to recognize, JTI has an extensive number of Interfaces built specifically for use in California Courts, that would be leveraged; these include: Tulare CIP (Citation Import Process) – Case creation (batch) DA to eCourt – case creation (one complaint as a time, including one or more defendants resulting in a case per defendant) Infax calendars – export of scheduled events for monitor display Scheduled Event extract – add or update of scheduled events for the Public Defender

			<p>FTB – Franchise Tax Board – Debtor file (outbound), Action File (inbound) and Payment File (inbound)</p> <p>FTA – Failure to Appear cases outbound to collection agency, FCN</p> <p>FTP – Failure to Appear cases outbound to collection agency, FCN</p> <p>California Department of Motor Vehicles (DMV) - Abstract Reporting and Retrieval of Driver History, including TVS Eligibility and Priors</p> <p>California Department of Justice (DOJ)</p> <p>California JBSIS (Judicial Branch Statistical Information System)</p> <p>Warrants - Outbound</p> <p>Placer</p> <p>CUBS to eCourt – inbound payment data</p> <p>Failure to Pay - inbound payments</p> <p>California DMV - Abstract Reporting and Retrieval of Driver History, including TVS Eligibility and Priors</p> <p>Warrants - Outbound</p> <p>Sonoma</p> <p>Franchise Tax Board – Debtor file (outbound), Action File (inbound) and Payment File (inbound)</p> <p>GC Services (inbound/outbound for third-party collections)</p> <p>IJS (Import of cases with A/Rs from Criminal system for collection purposes)</p>
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			California DMV - Abstract Reporting and Retrieval of Driver History, including TVS Eligibility and Priors
1.2.3	Available API's	The Contractor shall describe available API's or automation not already covered in the above sections.	We provide a very robust set of REST API access to eCourt. Please see section on Integration for details on REST API.
1.3	Web Services	Contractor should provide a catalog of available Web Services, as well as sample documentation and schemas associated with available web services.	We provide a very robust set of REST API access to eCourt. Please see section on Integration for details on REST API.
1.3.1.	REST	The Contractor shall describe the proposed solution's support for REST.	The product exposes an extensive REST interface that enables interaction with virtually all of the entities
1.3.2.	SOAP	The Contractor shall describe the proposed solution's support for SOAP.	The product exposes an extensive SOAP interface that enables interaction with virtually all of the entities

1.4	Enterprise Content Management (ECM) Integration	<p>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 Contractor shall describe the proposed product's ECM integration features including but not limited to: imaging, document management, workflow, dashboards &amp; 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.</p>	<p>We also provide a robust document management system within eCourt that includes generating, scanning, indexing and storing paper-based and electronic documents. All documents, regardless of file formats (scanned images and electronic files such as PDF, Word, Excel, PowerPoint, Visio, text, audio, video), are easily stored, managed, and retrieved from within eCourt for a single, centrally managed repository that has the necessary security and automation features to support the business.</p> <p>When a document is generated by eCourt, it is automatically associated to the case and saved to the repository. Case documents are organized and managed using a graphical, "file explorer" like interface that includes drag and drop upload of an unlimited number of files to a case. Files may be placed into named folders for ease of organization. Large files of many gigabytes may be uploaded as well.</p> <p>eCourt provides point and click access to all documents and their associated records. You can retrieve and enhance document images, view keywords associated with the document and change them if appropriate, add a note, highlight, stamp or signature. Users may also print documents, send them via internal or external email, save the document to the desktop or clipboard, and view the document's audit trail with a date and time stamp for each</p>
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			<p>action performed on that document record, and by whom.</p> <p>When the user must provide edits prior to saving the document and sending it, they can upload it to eCourt using the Microsoft Word ribbon tool bar's Save to Case feature and all revisions are saved.</p> <p>Document templates are created using Microsoft Word; our Word ribbon tool bar's Fillpoints feature lets you select the right fields to place in your standard templates. These document templates are particularly useful for automatically generating and sending documents to participants on a case. The individual document template fields are actually customizable snippets that can pull field information about the case into those fields. These template fields are extremely flexible allowing configurators to pull anything from simple case data to calling business rules for performing advanced calculations.</p> <p>Additionally, each document template can be configured as workflow-aware which allows it to "listen" to nearly all the activity occurring throughout eCourt. This results in a sophisticated notification system allowing you to trigger highly customized documents (or messages) to be sent to case participants via transport mechanisms such as U.S. Mail, email or as part of an eFiling transaction.</p>
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			<p>Documents may be automatically routed using eCourt’s powerful workflow engine. Using criteria like case type, filing location, etc. documents are automatically routed to the appropriate work queue for checking, approval or even automated response. This eliminates the need for manual routing and handling and completes the electronic document workflow.</p> <p>In addition to saving these electronic types of documents, you will have the need to scan paper documents. Scanning allows you to import documents with the additional ability to perform image enhancements and read bar codes which offers easy to use methods for storing documents. There are three ways information can be captured: Scan Now, Scan Later, and Bulk scanning. The combined offering provides scanning functionality at every level.</p> <ul style="list-style-type: none"><li>• Scan Now is a feature that is launched directly within the eCourt document interface. Users that are creating a document record can choose the Scan Now button to drive a scanner that is directly attached to their PC.</li><li>• Scan Later is a feature that is used when there is a need to quickly identify the documents with a cover page and perform the scanning later. The user selects Scan Later to automatically print a cover page that will tie the document</li></ul>
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			<p>to the specific case and document record in eCourt. This way you can centralize your scanning equipment and staff.</p> <ul style="list-style-type: none"> <li>• Bulk Scanning is a feature that provides the ability to batch scan thousands of pages across multiple scanners. This allows you to quickly and efficiently scan large volumes of documents.</li> </ul> <p>Therefore, our approach to capturing information falls under two philosophies - day forward or backfile. All three features can be used for either strategy. However, you would typically see Bulk Scanning be used for the backlog of paper and the other two for capturing all of the paper moving forward.</p>
1.4.1	Document Management System Integration	The Contractor 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:	
		· EMC Documentum	Archive and Retrieve
		· IBM FileNet P8 and IBM FileNet Image Services	Archive and Retrieve
		· Microsoft SharePoint	Archive and Retrieve
		· Laserfiche.	Archive and Retrieve
		· ImageSoft	This is the OnBase system; the integration with eCourt includes Archive and Retrieve.

1.4.2	Image Capture System Integration	The Contractor 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:	eCourt relies on the TWAIN and WIA drivers, so provided these also use these drivers they are compatible.
		· EMC Captiva	eCourt relies on the TWAIN and WIA drivers, so provided these also use these drivers they are compatible.
		· ImageSource ILINX	eCourt relies on the TWAIN and WIA drivers, so provided these also use these drivers they are compatible.
		· Kofax Capture	eCourt relies on the TWAIN and WIA drivers, so provided these also use these drivers they are compatible.
		· IBM Capture	eCourt relies on the TWAIN and WIA drivers, so provided these also use these drivers they are compatible.
		· IBM DataCap	eCourt relies on the TWAIN and WIA drivers, so provided these also use these drivers they are compatible.
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 Contractor must provide list of current EFSP's the proposed solution is currently integrated with.	JTI is currently integrating with GreenFiling, One Legal, Legal Connect, ABC Legal, File & Serve Express, DDS Legal, Tybera, Intresys and Pro Bono Net for EFSP services.
		The e-Filing component will provide external entities the capability to file documents with the Court via the Internet. The Contractor 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:	JTI MDE will support this requirement

	<ul style="list-style-type: none"> <li>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.</li> </ul>	JTI MDE will support this requirement
	<ul style="list-style-type: none"> <li>§ The Contractor will be responsible for providing a Filing Assembly MDE that will support ECF 4.0 or higher.</li> </ul>	JTI MDE will support this requirement
	<ul style="list-style-type: none"> <li>§ The Contractor 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.</li> </ul>	JTI MDE will support this requirement
	<ul style="list-style-type: none"> <li>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.</li> </ul>	JTI MDE will support this requirement
	<ul style="list-style-type: none"> <li>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.</li> </ul>	JTI MDE will support this requirement
	<ul style="list-style-type: none"> <li>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.</li> </ul>	JTI MDE will support this requirement
	<ul style="list-style-type: none"> <li>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</li> </ul>	JTI will support this requirement

		document and case types, waiver of fees, etc.), as well as the option to assess convenience fees as the Court allows.	
1.6	Work-Flow Integration		
	Role-based Work-Flow	The Contractor shall describe the proposed solution’s ability to automate role-based workflows 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.	
	Time Standards, Ticklers & Notifications	The Contractor shall describe how the proposed solution notifies users of time standards and ticklers?	Time Standards work very much like triggers except that they are based on the age of items rather than “listening” for a particular action. For example, an item can be created in a workflow queue if a party fails to comply with an order of the court within a set number of days from the filing of a document. Similarly, the time standards give supervisors the flexibility to specify different actions, such as automatic escalation, based on the age of an item within a work queue. These actions include routing the item to another work queue, notifying the user that the item requires immediate attention, notifying the supervisor, or some combination of all of the above. Multiple time standards can be put into place so that, for example, the user gets a message when the item is five days old, the user and supervisor are both notified when the item is 10 days old, and the item is automatically routed to another queue (with

			notifications), as needed, when the item reaches 15 days old.
		The Contractor shall describe how the proposed solution notifies users of time standards and ticklers?	Time Standards work very much like triggers except that they are based on the age of items rather than “listening” for a particular action. For example, an item can be created in a workflow queue if a party fails to comply with an order of the court within a set number of days from the filing of a document. Similarly, the time standards give supervisors the flexibility to specify different actions, such as automatic escalation, based on the age of an item within a work queue. These actions include routing the item to another work queue, notifying the user that the item requires immediate attention, notifying the supervisor, or some combination of all of the above. Multiple time standards can be put into place so that, for example, the user gets a message when the item is five days old, the user and supervisor are both notified when the item is 10 days old, and the item is automatically routed to another queue (with notifications), as needed, when the item reaches 15 days old.
	Job Scheduling	1. The Contractor shall describe whether the job scheduler supports prioritization.	Yes - The priorities of the jobs would be identified in the Workflow Setup

		2. The Contractor shall describe the flexibility and granularity of scheduler configuration for recurring events.	Since the scheduler configuration is handled through the Workflow component, it is entirely flexible. The workflow can be scheduled based on Database CRUD functions (any data entered, updated or deleted), based on timer at a predefined time or based on file uploads. The timer-based schedulers can set to repeat every day at a particular time, or every other day, fixed date, weekly, monthly or yearly. The configuration gives lots of options for scheduling for recurring events.
		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?	Yes; they can be pulled from the CMS court calendar configuration.
		4. Describe the scope of the job scheduler. For example, what types of objects, entities or tasks can be scheduled?	eCourt's workflow engine is the scheduler Workflow can be triggered by nearly any data-driven parameters including case type, court, case status or event-driven activity, and by dates on an entity, timer triggers, and network folder activity.
		5. Will the scheduler/system provide alerts during performance impacts, during working and non-working hours?	Yes, alert notifications can be provided either through reports, emails or other form of communication during working and nonworking hours.
		6. Describe if the Job Scheduler has the ability to define job dependencies and how it resolves/notifies when a job dependency fails.	In the configuration for the workflow (scheduler), eCourt provides the ability to check whether other jobs have been executed in order to process a new job. These are done using conditions and business rules.
		7. Describe the types of alerts that the Job Scheduler supports.	The work queue statuses can be used to trigger alerts: statuses such as open.suspended,

			closed.terminated, closed.aborted, and closed.completed can be used in combination with specific work queue names to trigger alerts (email, work queue, text, etc.).
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 Contractor 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?	Yes - business intelligence and dashboard are included as part of the core product. Every user has a dashboard, and for every user the dashboard can be configurable and then either user-defined or operational role-defined. A number of dashboard gadgets are available out of the box and include reporting gadgets that allow the users to utilize pre-configured reports, plus reports that they have modified for their own purposes.  eCourt's search/report functionality gives you access to every case and person entity, and allows you to create configurable searches on the fly.
1.8	Web Portal Integration	The Contractor shall describe and define the proposed solution's Web Portal and the support for Web portal integration.	
		· 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?	The Web Portal is integrated with the CMS using REST, and we recommend using ssl to ensure data security. It is a separate solution that is built on the Drupal framework and connected to eCourt using REST.
		· Does the proposed solution integrate with court developed Web services?	Yes
		· Describe the solution's ability to support distributed user administration of portal user accounts, including public accounts and justice partner account administration.	Yes

		Describe how and to what extent the solution complies with United States Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0.	Latest versions of eCourt and eCourtPublic are tested against the "ADA Best Practices Tool Kit for State and Local Governments" ( <a href="https://www.ada.gov/pccatoolkit/chap5toolkit.htm">https://www.ada.gov/pccatoolkit/chap5toolkit.htm</a> ) as well as WebAIM 508 Checklist ( <a href="https://webaim.org/standards/508/checklist">https://webaim.org/standards/508/checklist</a> ). For eCourt our focus is primarily data-driven so we review our code for compliance in areas such as use of data tables, links, form controls, etc. For eCourtPublic we additionally include reviews in areas such as creating alternative links to videos besides just embedding them. You can see an example of a recent eCourtPublic review in the Appendix.
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 Contractor shall describe the proposed solution's financial management integration features and capabilities. Does the proposed solution have pre-established integration with SAP Financials?	eCourt manages the CMS based financials with the application, including but not limited to payments, cashiering support and payables. In addition, the API available within eCourt allows for integration with payment processors, receipt printers and payment terminals. See section on API for more details. We are also currently working on another project for integration with the State of California's SAP Phoenix system to integrate eCourt financials into the SAP system.
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.	ECourts EFM is currently built on ECF 4.0
1.11	Information Exchange Packages (IEP)	Provide a list of the IEPs which are incorporated into your proposed solution.	eCourt include an extensive IEP library as well as the ability to configure additional custom

			interfaces. These interfaces are included in the purchase price.
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.	eCourt has pre-established integrations with Microsoft Word for the purpose of creating document templates, and with Microsoft Outlook for the purpose of saving emails to a case record. The integration supports the latest version of each, and one version back.
1.13	Appellate CMS systems	The Contractor shall describe the solution's level of integration and support with the California's "Appellate Court Case Management System" (ACCMS) system	We have not been asked to integrate with ACCMS, but it is capable of integrating with any 3rd party system - we can add this to the project scope.
1.14	Integration with Redaction Software	The Contractor shall describe the solutions level of integration and support with available redaction software.	None
1.15	Integration with JBSIS	Describe how the CMS integrates with the California Judicial Branch Statistical Information System (JBSIS)	eCourt has production integrations with JBSIS via an interface, that generates the JBSIS statistical report delivers to the JBSIS FTP.
1.16	Integration with statewide Court Reporter solutions	The Contractor 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.	None
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 Contractor shall respond to the following sections:	
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.	eCourt application includes built-in clustering capabilities and thus can be run on a cluster of machines. This type of setup handles

			single component hardware failures with automatic fail over
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.	eCourt is built to be configurable and provides, for example, customizable metadata, screen builder, security, configurable screens and searches, workflow, business rules, conditions, cash receipts, assessment engine, calendaring, minutes, directory, reports, document management and dashboard.
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.	The system's architecture supports a large number of users; over 1,000 users can run on a single application server. The system supports multiple application servers for fault tolerance.
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 system is browser-based; each geographic location only needs internet access to the central application server.
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.	The solution is architected to support high load and intensive transactions. We do recommend a separate report server for intensive reports.
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 Contractor shall describe how and who performs system/application tuning as system workload increases over time.	Largest: Los Angeles (950 users) Smallest: Placer (130 users) These courts perform application and database server tuning; we assist as needed.

3	PRODUCT SUPPORT MODEL	The Contractor 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:	
		<ul style="list-style-type: none"> <li>· Warranties on software and deliverables;</li> </ul>	The software is under continuous warranty provided the license fees are paid. Deliverables are warranted for 90 days after acceptance.
		<ul style="list-style-type: none"> <li>· Availability of a help desk to document and track incidents, problems, service requests; and coordination of vendor resources to facilitate ticket resolution;</li> </ul>	Support is available from 4:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, except for federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension. All support issues are logged into Salesforce Service Cloud, which stores customer information including contracts, go-live dates, designated court administrators, etc. Every support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties and solution information. We work closely with your eCourt Administrator while resolving each support request. GoToMeeting, GoToAssist, and Bomgar are typically used for screen sharing support. When necessary, cases are escalated to our Solution Architects and then to the development team as indicated in the attached Support Case Flow diagram.
		<ul style="list-style-type: none"> <li>· Provision of corrective maintenance via software updates and patches;</li> </ul>	We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. Patches are released on an as-needed-basis for critical core

			fixes. The upgrades in versions are deployed as “war” files, which contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eCourt and do not affect any custom changes made for a particular client, so any configuration made by you will remain intact. Your IT staff will be trained to do the upgrades.
		Software enhancements via version or release upgrades. Also include a copy of the standard support and maintenance agreement.	Enhancements/new feature requests are submitted by your system administrator through the Customer Support Department. They are evaluated by the Development staff and, if selected, the feature is made available in a future release.
3.1	Organizational Structure	The Contractor 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:	30 support staff are located in Logan, Utah.
		1. Support services for courts with a locally hosted solution	Refer to Support Organizational Chart
		2. Support services for court data centers hosting multiple courts	Refer to Support Organizational Chart
		3. Support services for vendor-hosted solutions	Refer to Support Organizational Chart

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.	We have over 40 development staff located in Los Angeles, CA and Logan, UT. The development staff work in flexible teams under the guidance of David Kraai.
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:	
		1. Developer support	When necessary, cases are escalated to our Solution Architects and then to the development team as indicated in the Support Case Flow diagram.
		2. Product enhancements	Enhancements/new feature requests are submitted by your system administrator through the Customer Support Department. They are evaluated by the Development staff and, if selected, the feature is made available in a future release.
		3. Software upgrades	We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. Patches are released on an as-needed-basis for critical core fixes. The upgrades in versions are deployed as "war" files, which contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eCourt and do not affect any custom changes made for a particular client, so any

			<p>configuration made by you will remain intact. Your IT staff will be trained to do the upgrades.</p>
		<p>4. Technical assistance</p>	<p>Support is available from 5:00 a.m. to 7:00 p.m. Mountain time, Monday through Friday, except for federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension. We immediately acknowledge receipt of your request. Most support cases are resolved during the first contact and in less than one hour. For others, we generally provide an initial response within four (4) hours of first contact for non-critical issues and sooner for critical issues. If the error is categorized as "Critical" we will provide a solution through a service release as soon as possible.</p> <p>Troubleshooting to obtain reproducible steps of an application error begins immediately. We work closely with your eCourt Administrator while resolving each support request. GoToMeeting, GoToAssist, and Bomgar are typically used for screen sharing support. When necessary, cases are escalated to our Solution Architects and then to the development team</p>

		5. Bug fixes	<p>We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. Patches are released on an as-needed-basis for critical core fixes. The upgrades in versions are deployed as “war” files, which contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eCourt and do not affect any custom changes made for a particular client, so any configuration made by you will remain intact. Your IT staff will be trained to do the upgrades.</p>
		6. Security patches	<p>We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. Patches are released on an as-needed-basis for critical core fixes. The upgrades in versions are deployed as “war” files, which contain upgraded java code for new features or fixes that have been released. Also included in the upgrade file are upgrade scripts for databases, which will refactor or change any database changes that have been made in the product. All these upgrades apply only to the core features of eCourt and do not affect any custom changes made for a particular client, so any configuration made by you will remain intact. Your IT staff will be trained to do the upgrades.</p>

		7. Service requests	Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.
		8. Other types of support	Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.
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):	Your eCourt System Administrators and Help Desk personnel are trained during the implementation to become the front line of support for your end users. A built-in help function provides context sensitive help as well. They can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases. In addition, access is provided to a searchable Knowledge Base, including product documentation and training materials.
		1. On-site support	On-site support may be provided under the terms of a professional services agreement upon agreement of the parties.
		2. Telephone-based support	Telephone based support is available from 4:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, except for federal holidays. Toll-free number: 1-877-587-8927 ext. 6. If a critical situation occurs outside of normal support

			hours, Support can be reached 24/7 via an emergency extension.
		3. E-mail-based support	E-mail based support is available from 4:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, except for federal holidays. Support can be reached via email at Support@JournalTech.com
		4. Online chat-base support	Support can be accessed via toll-free phone, email, and online web portal. Online chat is not available at this time.
		5. Web-based support	Web-based support is available from 4:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, except for federal holidays.
		6. Other	Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.
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.	JTI support staff can be contacted for direction on the proper vendor needed to resolve an issue.

<p>3.3.3</p>	<p>Problem Resolution                  Responsiveness</p>	<p>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.</p>	<p>An Incident is a disruption in the normal information flow or service with the software application. Each Incident will be classified in accordance with the below categories:</p> <ul style="list-style-type: none"> <li>• 1-Critical: Product Failure/Loss of Service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the System.</li> <li>• 2-High: Non-critical System failures: A fault that causes the System to not operate in accordance with Specifications, but the System remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category.</li> <li>• 3-Medium: Non-critical System failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information.</li> <li>• 4-Low: A minor fault causing the system not to operate in accordance with specifications, with no disruption to business activity. This category includes “Incidents” relating to environments other than production.</li> </ul>
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			<p>Incident Response and Resolution.                  CONTRACTOR shall respond to requests for technical support received via one of the standard methods of contact. CONTRACTOR shall provide a response and resolution based on the category of Incident within the time frames set forth below:</p> <table border="0"> <thead> <tr> <th>Work Type</th> <th>Category</th> <th>Response Goal (via telephone)</th> <th>Resolution Goal (email, internet)</th> </tr> </thead> <tbody> <tr> <td>Incident</td> <td>1-Critical</td> <td>Immediate</td> <td>4 business hours ASAP, but no more than 48 hours upon verification of steps to reproduce issue</td> </tr> <tr> <td>Incident</td> <td>2-High</td> <td>Immediate</td> <td>4 business hours ASAP, but no more than 60 days upon verification of steps to reproduce issue</td> </tr> <tr> <td>Incident</td> <td>3-Medium</td> <td>Immediate</td> <td>4 business hours ASAP, but no more than 90 days upon verification of steps to reproduce issue</td> </tr> <tr> <td>Incident</td> <td>4-Low</td> <td>Immediate</td> <td>4 business hours ASAP, but no more than 180 days upon verification of steps to reproduce issue</td> </tr> </tbody> </table> <p>A response within goal is an acknowledgement that the CONTRACTOR has received the</p>	Work Type	Category	Response Goal (via telephone)	Resolution Goal (email, internet)	Incident	1-Critical	Immediate	4 business hours ASAP, but no more than 48 hours upon verification of steps to reproduce issue	Incident	2-High	Immediate	4 business hours ASAP, but no more than 60 days upon verification of steps to reproduce issue	Incident	3-Medium	Immediate	4 business hours ASAP, but no more than 90 days upon verification of steps to reproduce issue	Incident	4-Low	Immediate	4 business hours ASAP, but no more than 180 days upon verification of steps to reproduce issue
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			<p>Incident Report. It does not mean that the Incident has been satisfied.</p> <p>Resolution Time does not include any time period(s) during which CONTRACTOR is waiting on information, clarification or task completion by CUSTOMER.</p>
3.3.4	Knowledge Base and "Self Service" Help Capabilities	<p>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.</p>	<p>Your eCourt System Administrators and Help Desk personnel are trained during the implementation to become the front line of support for your end users. A built-in help function provides context sensitive help as well. They can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases. In addition, access is provided to a searchable Knowledge Base, including product documentation and training materials.</p>

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.	You will be notified of update availability and will retain complete control of the timing and process of any updates. Updates are typically completed within one hour. During the implementation, your staff will be trained on how to complete updates/upgrades and our support department is available to answer your questions. We provide quarterly service level releases which consist of patches and bug fixes and an annual release of a new version. Patches are released on an as-needed-basis for critical core fixes. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well.
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.)	We provide on Long Term Support (LTS) release per year. The LTS is supported, including bug fixes, for at least 2 years. We also provide 4 Supported Release (SR) versions per year. These releases are supported for at least one year following their release.
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.	We follow the Agile development pattern and generally work in two-week sprints. The items that will be included in each sprint are prioritized and selected in collaborative sessions that involve product and project managers.
3.5	Warranty and Maintenance		

3.5.1	Warranty Services	Describe the warranty coverage, terms and duration provided for the software and deliverables provided pursuant to this RFP.	The software is under continuous warranty, provided the annual license fees are paid. Deliverables are warranted for 90 days after acceptance.
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.	Maintenance and support are included with the annual license fee.
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?	The court's help desk will report the issue to our help desk; because eCourt is configurable, most issues can be resolved over a GoToMeeting.
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 Contractor. How often will a Court be expected to implement an adaptive maintenance release?	Adaptive Maintenance is an integrated part of our development environment and we continually evolve our products in response to changing technology. We prefer our clients to standardize on our Long-Term Support (LTS) releases and so we would expect the court to upgrade about every two years.
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?	Legislative mandates are typically handled as additional projects with their own statement of work. This is because the scope of legislative mandates ranges from simple changes (such as fee updates) to more complicated policy changes (such as amnesty programs). It is impossible to estimate development timeframes for unknown legislative mandates, but fee updates in recent years have required only a few hours per court; the recent amnesty

			updates required several weeks due to differences in courts' configurations, local procedures, and some additional documentation and training that was needed.
4	BUSINESS CONTINUITY		
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.	Fault tolerance is provided by adding more application servers.
		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.	eCourt can be deployed in a clustered environment to ensure fault tolerance and high availability. While the database management system should be clustered on its own using its vendor provided tools, eCourt will transparently use such a clustered database, thus taking full advantage of its reliability features. eCourt's workflow system uses persistent queues to ensure delivery of workflow messages.
4.2	Business Continuity Architecture	The Contractor 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 enduser inside a high-volume courtroom:	
		1. Fault Tolerance	Included in JTI's hosted solution. We can recommend options for a customer hosted environment
		2. Fail-Over	Included in JTI's hosted solution. We can recommend options for a customer hosted environment

		3. Hot Backups	Included in JTI's hosted solution. We can recommend options for a customer hosted environment
		4. Disaster Recovery	Included in JTI's hosted solution. We can recommend options for a customer hosted environment
		5. Point-in-Time Recovery	Included in JTI's hosted solution. We can recommend options for a customer hosted environment
		6. Version Rollback (i.e. when something goes wrong with an upgrade, update or a patch)	Included in JTI's hosted solution. We can recommend options for a customer hosted environment
5	PRODUCT MATURITY & CUSTOMER SATISFACTION		
5.1	Existing Deployments	The Contractor 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.	California Superior Courts Los Angeles Riverside Tulare Imperial Placer Sonoma  King County, Washington District Court Macon-Bibb State Court, Georgia Macon-Bibb Muni Court, Georgia

			Gwinnett Recorder's Court, Georgia Saskatchewan Court of Appeal Alberta Court of Appeal Marietta Municipal Court, Georgia Greenville, South Carolina Municipal Court Sandy Springs, Georgia Municipal Court
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.	We know of only one customer, Sonoma County Superior Court, who is planning to move off of our product.
6	USER INTERFACE EVALUATION	The Contractor 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:	
		· Data entry efficiency and customizable data entry screens	
		· Efficiency of configuration screens	
		· Mobile optimization and responsiveness	

		· Efficiency of movement between screens & functions	
		· Search and look-up efficiency	
		· UI consistency across the suite of product components	
		· Unobtrusive alerting and notification mechanisms	
		· Intuitive screen, form and button layouts	
		· Ability to cut and paste from external applications, such as Microsoft Word and Adobe Acrobat Reader	
		· Quick access keys and look-ahead typing	
		· Minimal scrolling	
		· Effectiveness of application help features	
		· Screens designs inspired by users, not programmers	
		· 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	
		· Minute Order entry screens designed for use in fast-paced, high-volume courtrooms	
		· UI responsiveness based on good architectural & software design.	
		· The use of mouse navigation, clicks and control keys.	
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.	

		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:	
		1. Is the proposed solution compatible with 3rd party reporting tools?	Yes: Jasper iReports and Crystal Reports.
		2. If so, can all database fields be accessed using external reporting tools?	Yes
		3. Describe how complex queries and/or large data set queries are optimized with the proposed solution.	eCourt makes extensive use of database indexes to speed up queries. All foreign keys are indexed by default to ensure the performance of table joins. Queries that could potentially return large results are paged or batched by the application.
		4. Describe the recommended method(s) for mining & analyzing data with the proposed solution.	Any 3rd party tools can be used to analyze the data in the database directly. eCourt also keeps track in special database tables for some metrics and statistics about searches, reports, business rule executions etc.
		5. Describe standard reporting categories and criteria available to the end user.	eCourt's configurable searches make available all case and person entities, but typical standard searches include case, party, document, scheduled events, and variations of these. End users are granted access by virtue of their navigation rights; access to search results such as sealed and confidential data is controlled by security rights. Reports, including financial reports, typically require specific formatting and thus use third-party reporting software. These are available to end users typically based on navigation rights.

		6. Describe how California Judicial Branch Statistical reporting requirements are integrated into the proposed solution.	A California JBSIS interface has already been developed and is currently in use for each of our California implementations. This is implemented as an interface executed from within a business rule. The process retrieves the records from eCourt, calculates and generates the proper JBSIS statistical report, and delivers it to the JBSIS FTP server.
		7. Describe the CMS's ability to create ad hoc reporting and user defined report generation schedules.	eCourt offers superior ad hoc reporting features using the configurable searches, which are available to administrative users. Report generation schedules provide the ability to select frequency (daily, weekly, etc.), generation time, and recipient.
8	FORM GENERATION & PROCESSING	The Contractor 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 system is integrated with Microsoft Word and pdf. A Word ribbon provides the ability to select and insert fillpoints, collection loops, custom text, etc. into the document template. Similar functionality provides data mapping for pdf documents.
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.	eCourt is a browser-based solution; all computing occurs on the server. The only local components that are needed are for those workstations that will require a desktop-attached scanner, camera, or signature pad.
		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.	eCourt only requires standard JDK and Tomcat to be installed on the application server. Tomcat is typically installed as a system service. Other than that, there are no changes in the application server behavior necessary for eCourt

9.1	Diagrams & Documentation	<p>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.</p> <p>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:</p>	The draft architecture diagrams will be provided to the court upon request.
		1. Production environment for a court with less than 250 users	
		2. Production environment for a court with 250 to 500 users	
		3. Production environment for a court with 500+ users	
		4. Court data center hosting over 2500 users from multiple courts	
		5. Vendor hosted infrastructure	
		6. Disaster recovery environment	
		7. Development & testing environment	
		8. Training environment	
		9. Reporting environment	
		10. Other recommended environments	

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:	eCourt is not sold as modules; for the annual license fee you receive all components.
		1. Is the component required for core CMS functionality? (Y/N)	
		2. Provide a functional description of the component.	
		3. If the component does not work on all of the previously mentioned platforms, identify its limitations.	
		4. Describe and/or diagram how the component is coupled to other components.	
		5. List communication protocols and/or standards used by this component.	
		6. List any dependencies this component has on other internal or external components.	
		7. Identify the support model under which this component is covered.	
		8. Can the component be leveraged in a cloud environment or is it required to be installed locally or on a physical device.	
9.2.1	Web Servers	Describe the supported Web Servers and their versions.	Tomcat 8
9.2.2	Oracle Products	If proposed solution is based on Java technologies, describe support for Oracle WebLogic application server and the supported versions.	eCourt has supported WebLogic version 10.3.5 in previous versions, however the focus has been shifted to Tomcat in the recent versions for its simplicity and ease of deployment. WebLogic support may be added back upon request if it is an absolutely critical requirement
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.	

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 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	
		2. Production environment for a court with 250 to 500 users	
		3. Production environment for a court with 500+ users	
		4. Court data center hosting over 2500 users from multiple courts	
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:	
		1. Production environment for a court with less than 250 users.	
		2. Production environment for a court with 250 to 500 users.	
		3. Production environment for a court with 500+ users.	
		4. Court data center hosting over 2500 users from multiple courts	
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.	eCourt runs on either the Windows or Linux operating systems, and Linux is generally faster, but the selection of either depends more upon your IT department's comfort and familiarity with the OS.

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:	
		1. Production environment for a court with less than 250 users	
		2. Production environment for a court with 250 to 500 users	
		3. Production environment for a court with 500+ users	
		4. Court data center hosting over 2500 users from multiple courts	
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.	IE 10+, Edge, Firefox, Chrome. Java Runtime Environment 7 for printing and desktop-attached scanning.
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.	eCourt will run on any virtualization platform that supports Ubuntu (Linux) or Microsoft operating systems. Most of our clients choose VMWare
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?	eCourt runs in a browser so any desktop environment that supports the browsers specified in 9.4 will work.
9.6	Data Management		
9.6.1	Database Platform(s):	The Contractor 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:	
		1. Production environment for a court with less than 250 users	
		2. Production environment for a court with 250 to 500 users	
		3. Production environment for a court with 500+ users	
		4. Court data center hosting over 2500 users from multiple courts	
9.6.2	Supported Databases	List supported databases, including the version and level(s) of support.	Microsoft SQL Server 2016, Oracle configurations are also supported
9.6.3	Data Consistency	Describe how data consistency is handled within the proposed solution.	Data consistency is supplied by the selected database engine.
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.	No stored procedures and only limited views are used
9.6.6	Database Components	In addition to the database server describe any software components that are required to run on Database Server.	None
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 Contractor 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.	The software is owned by Journal Technologies; for an annual fee, the customer can use the software and receives all updates, maintenance, and support for the system. We provide indemnity for open source software components.  Enhancements paid for by one California trial court are available to all. If services are required or requested in order to assist with

			installation of a component due to local requirements, we will assist under a statement of work.
9.7.2	Code Transparency	1. Specify whether source code is viewable by courts.	No
		2. Will courts have access to version control repository?	Not to source code, but to the builds, yes.
9.7.3	Languages	Specify software language(s) used for the following components:	
		1. Core Components	Java
		2. Add-on Components	Java, .exe for Word and Outlook add-ins
		3. Scripting/Automation	Groovy
		4. Database Manipulation and Queries	n/a
9.7.4	Portability & Extensibility	1. Will courts have the ability to compile the code in-house?	Not for core code, but yes for business rules.
		2. What tools or packages are recommended for development?	Jasper Reports and Groovy programming language are key in-house technologies.
		3. Are the recommended tools included with the proposed solution?	No, but they are open source.
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.	eCourt has constructed a sophisticated security paradigm based on the Spring Security Framework ( <a href="http://www.springsource.org/spring-security">http://www.springsource.org/spring-security</a> ). This approach allows administrators to design their own flexible operational hierarchies of security levels using criteria such as agency, case type, role, etc.  All application objects (system functions or tasks, cases, business rules, forms, reports, etc) are passed through a security audit to check

			<p>user privileges before proceeding with a transaction. Additionally, eCourt allows for a number of sensitivity settings for case data including private, sealed confidential, and medically sensitive. Other points concerning security:</p> <p>eCourt supports multiple methods of authentication, including Microsoft Active Directory and LDAP, Single Sign-On, OAuth2. eCourt also supports Remember-Me authentication, which allows the user to forgo the login prompt for a period of time when logging into eCourt. Two-factor authentication is also supported.</p> <p>Multiple configurable password policies are supported, such as expiring passwords after [n] days, not allowing password reuse, minimum length and other strength measurements of passwords, etc. Password resetting is done through configurable secret questions. Passwords are never sent through email or any other means; they are only reset based on one-time tokens.</p> <p>An administrator defined timeout period can optionally cause the system to disconnect users who have been inactive for a set period of time.</p> <p>eCourt validates that web application inputs to prevent against SQL injection or cross-site scripting attacks.</p> <p>The following concepts are used in eCourt's</p>
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			<p>security:</p> <p>User: A user is anyone who has access to the system. Users are authorized to perform tasks based on the group they belong to. Additionally, Access Control Lists (ACLs) can be used to grant special permissions to individual users.</p> <p>Group: Groups are collections of users. Every user must belong to a group but cannot belong to more than one group. All rights (“Authorizations”) to perform tasks are set at the group level. However, users of a group may not always have the exact same permissions to a resource because ACL entries may give them special permissions.</p> <p>Authority: Authorities are defined by the system administrator and determine the access rights to resources (such as URLs, Tasks, Forms, etc.). Then groups are granted authorities. Each group can have multiple authorities granted to them.</p> <p>Seals: Cases or documents can be sealed by inserting a seal record into the case or document. In addition to permanent seals, eCourt supports sealing for a limited period of time by setting their start and finish dates.</p> <p>The agency administrator can add permission to access sealed cases and documents to an</p>
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			<p>existing authority or to an authority specifically created for this purpose. Then that authority can be granted to a user (through the user's group). Users with such authority can access sealed cases and documents.</p> <p>Access Control List (ACL): ACLs are used for handling instance (or record) level security. Each secured object in the system may have an ACL. Objects can inherit ACLs from their parent objects (e.g. a Sentence can inherit ACLs from its parent Charge).</p> <p>Security Rules: In cases where special security requirements cannot be satisfied with the built-in security methods, eCourt provides hooks for writing custom business rules granting or denying access for specific situations.</p> <p>Access Levels: Access levels are another way to handle instance (or record) security and might be easier to configure and use than ACLs. Each authority in the system can be configured with an access level from 0 to 50. Each secured object can also be assigned a security level from 0 to 50. eCourt will then check and prevent access to an object if the user has no authority with high enough access level for the corresponding object.</p> <p>URL security: eCourt also allows securing any page in the system based on its URL. This is</p>
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			<p>perhaps the easiest way to configure security to prevent unauthorized access to certain areas of the application. For example, it can be used to prevent non-administrator users from ever getting to administrative pages.</p> <p>A key part of any security implementation is the prevention of malware infiltration. eCourt functions with all standard anti-virus or anti-malware programs.</p>
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.	Standard web form authentication; Microsoft Active Directory; LDAP (e.g. Novell); Windows Single Sign-on; Oracle OAM WebGate Single Sing On; OAuth2 (e.g. Google); Basic Auth (for REST API); JWT (for REST API)
		9.8.1.1 Describe authentication integration with solutions like Computer Associates SiteMinder, Microsoft Active Directory, Office 365 and protocols such as OAuth.	eCourt supports authentication using Microsoft Active Directory or other LDAP providers. It also supports authentication using OAuth2, such as Google
9.8.2	Access Control	Describe how access control is managed within the core application, database and across internal and external components.	eCourt has a multi-layer security architecture which is described in detail in the Security section of the attached eCourt Architecture Paper. eCourt connects to the database through a single database user account. Third party applications connect to eCourt through its web services APIs by authenticating with eCourt. Thus 3rd party application access is controlled by eCourt by securing the corresponding user account
9.8.3	Justice Partner, Public & Remote or Internet-Based	Describe security for remote access into the system for e-Filers, end-users, justice partners, and the public. Include but do not limit	

	Access	to encryption methods for data protection both in transit and at rest, browser requirements and authentication methods.	
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.	
9.8.5	Encryption		
9.8.5.1	Protocols & Standards	List encryption protocols and standards used by the proposed system. Include version numbers when applicable.	
9.8.5.2	Encrypted Communications	Specify encryption methods used for communications between client, server, data replication and any external components.	
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?	Credit card numbers are not stored in eCourt. Social security numbers are only displayed partially on the screen. They can also be stored in an encrypted form in the database if necessary.
		1. Describe what data elements are currently configured to be sensitive data.	The database columns for exchange password (used of synchronizing with MS Outlook), or google password (used for synchronizing with Google Calendar) are currently encrypted. There is also an encrypted database column specifically to store passwords for accessing 3rd party services
		2. Is there a configuration option or mechanism to define what data elements are sensitive data and subject to encryption.	Database columns can be encrypted on demand. There is currently no configuration option for this. A configuration option will be added in a future version
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	
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.	As a regular web application, eCourt only requires a single port (typically 443 or 8443) to be open in firewalls protecting security zones
9.8.6.2	Security Requirements	Provide the proposed products application documentation for security processes, network protocols and ports.	A secure environment is created by physical, operational, software and procedural standards. We conform the CSA guidelines and design systems that are CJIS and FEDRamp compliant.
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.	eCourt has been used with different types of software or hardware load balancers. Any load balancer that supports "sticky" sessions can be used with eCourt
9.8.8	Integration with Existing Identity Management Systems	List and describe which Identity Management Systems are currently supported and how it's integrated.	eCourt supports Active Directory, LDAP and OAuth2 for authentication only

10	<p>CONFIGURATION CONSTRAINTS</p>	<p>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 Contractor 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.)?</p>	<p>eCourt's configurability extends to lookup lists (i.e.: reference tables), screens, reports, document templates (i.e.: forms), help notes (which are directly associated with fields), business rules, workflows, courtroom processing and judicial dashboards, dynamic searches, the public facing website, etc. to accommodate your business needs. It also allows approved copying of existing live court configuration for common configuration items, plus it allows the administrative user to copy your approved changes from your test to your production environment.</p> <p>Configurability and flexibility is extended to:          Configurable Navigation – eCourt’s Site Navigation Manager allows you to adjust general navigation of the system to perfectly fit the needs of the specific user role.          Configurable Screens – Our Screen Builder utility enables you to not only control the data being displayed on case-management screens, but it also provides functionality to display the data in different views and styles (columnar vs. tree, grouping, different colors and icons, etc.) for different users.          Configurable Data Elements – Our Metadata Tool enables administrators to precisely meet any new requirements by extending our baseline database tables. This includes creating</p>
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			<p>new entities and fields, creating relations between different tables, and assigning data types to the fields. With some additional configuration using the Screen Builder, a new form can be quickly created and modified in a fraction of the time that older systems would require for similar changes.</p> <p>Configurable Financial Distributions - Our Auto-assessment Engine allows you to modify the distribution of funds to the proper general ledger accounts.</p> <p>Configurable Business Rules – These types of rules are used to represent behaviors of the type IF condition THEN action. For example, “IF pending charges still exist, THEN the case cannot be disposed”. Through a web administrative interface, users with security clearance can create and manage business rules in real-time without changing the underlying code.</p> <p>eCourt provides a business rule engine for administrative users. It allows complete access to the system objects and thus a rule can be written to provide Create, Read, Update and Delete operations. The rules can to be implemented using a scripting language called Groovy that follows the standard programming standards and compliance. These rules can be applied/implemented in various ways:</p>
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			<p>In screens as validation rules or transactional rules.</p> <p>In entities to allow for additional complex validation and transactional rules.</p> <p>In document templates to calculate complex template fields.</p> <p>In minutes.</p> <p>For communication with 3rd party interfaces.</p>
10.1	Responsiveness to Required Changes	<p>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.</p>	<p>eCourt is designed to be configurable so that you can maximize involvement from subject matter experts, and minimize involvement from development personnel. Configurability extends to lookup lists (i.e.: reference tables), screens, reports, document templates (i.e.: forms), help notes (which are directly associated with fields), business rules, workflows, courtroom processing and judicial dashboards, dynamic searches, the public</p>

			<p>facing website, etc. to accommodate changing business needs.</p> <p>Configuration is performed using eCourt's user interface; configuration values are stored in the database.</p>
10.2	Role-Based Preference	<p>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.</p>	<p>eCourt provides role-based preferences that are used for navigation rights, which allow the system to present menus and screens that make sense for the particular role, and for security right, which allow the system to control the behavior that the role can experience.</p>
11	INSTALLATION, ADMINISTRATION & MAINTENANCE		
11.1	Tools	<p>The Contractor 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.</p>	<p>eCourt provides many built in administration and configuration tools. Core operating system and database software programs come with their own administration and maintenance tools.</p>
11.2	Administration	<p>The Contractor should describe administration tools/features that differentiate the proposed solution from competitor solutions.</p>	
11.3	Client Installation	<p>The Contractor 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.</p>	<p>eCourt requires only a browser on the client, but minor additional client-side install is needed for those who will be responsible for creating document templates (using our Word Add-in), scanning to a desktop-attached scanner, or using a desktop-attached Topaz signature device. The install for these is done using a group policy.</p>

		Proposed solution must be able to run on the client while logged into the OS with standard user permissions.	Yes
		The client should not require post-installation changes to system security settings.	The only changes that may be required would be to enable the Microsoft Word Add-in.
11.4	Server Installation	The Contractor shall provide an overview of the server installation process, including any related external components. Indicate any post-installation steps that are required.	Once the database and application servers are provisioned for eCourt and the portal, we use Puppet to install and configure the server components, which automates the installation process considerably.
11.5	Patch/Upgrade Installation	The Contractor 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.	We use Puppet to patch/upgrade the server components. The standard schedule involves quarterly and one annual update.
12	Diagnostics & Performance Optimization		
12.1	Recommended Diagnostic Tools	The Contractor 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.	eCourt includes an extensive suite of logs and other diagnostic aids to help pinpoint performance bottlenecks. Core operating and database software include their own diagnostic tools.
12.2	Support for Performance Optimization	The Contractor 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?	Our support teams are expert at assisting with diagnosing and optimizing performance. That service is included in support.
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.	

13.2	Monitoring	1. Provide a description of the recommended monitoring architecture for the proposed solution.	<p>We monitor, and alert based on a set of measurements based on our Service Level Agreement.</p> <p>Monitoring is continuous, with data sent to a central data store for alerting and trouble shooting. The monitoring infrastructure gets visibility into the system state in three different ways:</p> <ul style="list-style-type: none"> <li>- standard infrastructure components -- cpu, memory, network -- monitored with nagios and zabbix</li> <li>- application logs from multiple sources are read as they are written, and sent to a central data store (fluentd sending to elasticsearch)</li> <li>- pulling data from API of a running process, metrics sent to a central data store (set of prometheus exporters, sending to prometheus)</li> </ul>
		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.	
		a. Health Monitoring	CPU, memory, network infrastructure monitored with nagios and zabbix. Application health is monitored by polling a URL.
		b. Application Monitoring	Access logs provide response time and success/failure status for all user interactions with the application. These logs are read by fluentd and sent to elasticsearch.

			This data provides visibility into expected vs. actual traffic, error rate, and response time.
		c. Database Monitoring	Provided by MS SQL Server
		d. Performance Monitoring	Performance monitoring is included in a, b, and c above
		e. Work-flow Monitoring	Work flow is monitored by logging the necessary information, which is then sent to elasticsearch. The resulting data monitoring, visualization, and troubleshooting is handled in the same way as Application Monitoring.
		f. Data Exchange Monitoring	Data exchange is monitored by the various applications involved and reported to our central logger.
13.3	Logging	The Contractor shall provide an overall description of the recommended logging architecture for the proposed solution and respond to the following items.	eCourt writes log messages (error, debug, info, and warning) into log files as part of normal operations. The log files are restricted in size and in number and are automatically rotated by eCourt.
		1. Describe the solution's support for Syslog	Syslog is not used by eCourt. eCourt manages its own log files
		2. Describe the types and/or categories of information logged	There are typically 4 types of logs generated by eCourt: info, warning, debug and error.
		3. Describe the solution's ability to set logging levels	Log levels can be fully controlled from a configuration file. The log level control can be refined per java class that is producing the logs
		4. Describe the solution's ability to limit log size	eCourt log files are limit by size (50MB by default) and by number (20 by default). These default limits can be changed from a configuration file.

		5. Describe the solution's ability to archive and roll logs	Logs are automatically rolled when they reach the size limit or when the application is started. Logs can also be forced to roll manually from within the application admin area. Logs are not archived by eCourt - if necessary such archives should be created by using the host operating systems scheduling mechanisms
14	DOCUMENTATION & TRAINING	The Courts require a comprehensive documentation and training program developed by the Contractor in cooperation with the Court and delivered "just-in-time". The Contractor 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.	We will work with your trainers, who will design a training program that is appropriate for your court. It is more appropriate for your trainers to own this because they have a complete understanding of the roles that your court anticipates - and they should work with us from the start so that they can ensure that your configuration and any changes will provide a smooth experience.
		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 Contractor 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:	We will provide starting point materials that will be tailored by the courts to meet their processes and procedures. The court personnel are in the best position to make these changes, and to own these manuals as part of its ongoing change management procedures.
		1. Training Program Overview	We will work together with the court to determine the training program overview.
		2. End User Documentation & Training	We will provide starting point documentation and training materials, and the court will revise as needed for local procedures.

		3. Technical Documentation & Training	We will provide technical documentation and training which is eCourt-specific.
		4. Installation/Configuration Documentation & Training	We will provide all installation and configuration documentation and training.
		5. System Administrator Documentation & Training	We will provide the System Administrator manuals and training.
		6. Troubleshooting/Maintenance Documentation & Training	The baseline troubleshooting / maintenance documentation and training is included in the System Administrator manuals.
		7. Interface Developer Documentation & Training	We will provide interface developer documentation and training.
		8. Train-the-Trainer Documentation & Training	We will provide the baseline materials that will then be customized by the court's trainers to meet local requirements.
		9. Self Service Documentation & Training	We will provide the baseline portal documentation, and the court will tailor these to meet local requirements.
15	DATA MIGRATION	The Courts requires that the Contractor have a defined approach for conducting data migration and experience with migrating data from the technologies currently in use by the Courts. The Contractor 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.	JTI has conducted numerous data conversion projects for California based courts including: Tulare County, Imperial County and Placer County. The Journal Technologies Data Conversion Plan describe in detail the steps that comprise the activities around the data conversion process, see Pages 9 and 10, under the Process section. In addition to the Journal Technologies Data Conversion Plan, a detailed Journal Technologies Data Conversion Test Approach document outlines the detailed processes and procedures for validating the data conversion.

15.1	Data Conversion Philosophy, Approach & Methodology	The Contractor 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.	The Journal Technologies Data Conversion Plan describe in detail the steps that comprise the activities around the data conversion process. Risk is identified and also mitigated in the conversion mapping. Risk mitigation is validated through the internal testing performed by the JTI conversion team. It's important to note, the Court will have responsibilities in testing and validating the conversion approach meets their requirements ultimately.
15.2	Document Image Migration Philosophy, Approach & Methodology	The Contractor 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.	The Journal Technologies Data Conversion Plan identifies three distinct phases of data conversion: <ul style="list-style-type: none"> <li>• Case Data - typically completed in 1st iteration</li> <li>• Financial Data - typically completed in 2nd iteration</li> <li>• Documents - typically completed in 3rd iteration</li> </ul> Documents are specifically scripted and tested in their own phase of the conversion. It's important to note, the document conversion process follows the same procedural steps for case data as well as financial data conversion. Each phase is mapped, scripted, tested by JTI and finally tested by the Court.
15.3	Where and How	The Contractor shall indicate where and how data conversion will be performed. Describe the methods used to ensure data safety, security and confidentiality.	The Data Conversion will take place either in a secure Court hosted environment should the court ultimately host the eCourt Suite locally, or within in the Amazon Web Services Cloud

			(or other Court chosen cloud-based provider). In either circumstance, all Court data will remain securely within their network. The JTI conversion tools will be deployed within this secure environment. All development, unit testing and Court user acceptance testing will also occur in this or similar(UAT) environment. All JTI conversion team resources are CJIS certified.
15.4	Available Options	The Contractor shall explicitly describe which of the following data conversion services are available with the proposed solution:	The simple answer is, all three options are supported. JTI has extensive conversion experience within the State of California, and the tools to support the process. Whether JTI is performing the Conversion, or assisting the Court - we have the tools, experience and capabilities to support any combination of conversion activities.
		1. The Contractor provides full data conversion from start to finish including the preliminary data cleansing.	Supported.
		2. The Contractor provides full data conversion after the court performs an intensive data cleansing in advance of the actual data conversion.	Supported.
		3. The court is responsible for all data conversion.	Supported.
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.	eCourt provides a Configuration Migration administration utility that facilitates the movement of configuration between environments.
16	VALUE-ADD TECHNICAL FEATURES		

16.1	Paperless Court	The proposed solution should help courts' remove their dependency on paper. The Contractor should list any additional information not already covered that will help facilitate this.	eCourt's document management solution, combined with the portal, workflow and time standards, will help remove courts' dependency on paper.
16.2	Print-On-Demand	The Contractor shall describe the scope of the solution's print-on-demand capabilities.	You will be able to print-on-demand any documents that are stored in eCourt.
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.	
		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.	<p>The Portal is a 3rd party application based on Drupal. Its primary function is to allow public users to interact with forms published from eCourt -- inserting data, case searches, folder views, etc. The Portal surrounds these eCourt forms with basic user management, security, navigation, eCommerce functions, etc. It has a customizable theme allowing clients to change the look-and feel. It can be hosted in the cloud or on premises.</p> <p>For on-premises hosting, best practice is to have the database inside the network firewall. This keeps the db server w/ user passwords out of DMZ. If an attacker was somehow able to access the db, the portal database stores almost no sensitive case data so even if an attacker broke in, they would get very little sensitive information. Additionally, credit card data is never stored or transmitted from the</p>

			Portal (PCI compliant reasons). Passwords are also hashed with SHA512 by default with salt. It runs through the hash function multiple times ("key stretching") to defend against brute force attacks. eCourt connection strings are not stored in the db. From an application standpoint, all request data received by the portal is automatically cleaned + sanitized to prevent against cross-site scripting (XSS) and SQL injection attacks. Drupal Form API uses special form tokens to protect against cross-site request forgery (CSRF). All database calls use parameterized queries which prevents SQL injection attacks.
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:	The JTI Payment Solution proposed includes full support for multiple forms of payment. The solution can be used for multiple payments times across eCourt. To accomplish this, the JTI Gateway will be used which will dictate the hardware such as on-premise credit card scanners.
		· Checks	
		· Credit cards (in person, by phone and via Internet)	All provided using the proposed JTI Payment Solution. The on-premise credit card scanners will need to be compatible with the JTI Payment Solution. If not compatible, replacement scanners will be required.
		· Automatic clearing house	Provided for payments with registered users such as Electronic Filing Service Providers and Attorney firms.

		· Bank transfer	Provided for payments with registered users such as Electronic Filing Service Providers and Attorney firms.
		· PayPal	
		· Automatic drafts	Provided for payments with registered users such as Electronic Filing Service Providers and Attorney firms.
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 <a href="https://www.pcisecuritystandards.org/">https://www.pcisecuritystandards.org/</a> .	The JTI Payment Solution is compliant.
		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.	JTI is currently PCI compliant and undergoes hardware scans on a quarterly basis to maintain our certification level. All hardware that is used in payment processing is located in JTI environments which removes PCI compliance obligations from the Court.
16.5	Additional Features	The Contractor should list any additional technical information that has not already been covered and differentiates the proposed solution from competitive solutions.	

<p>16.5.1</p>	<p>System Integration with Supporting Software</p>	<p>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.</p>	<p>eCourt is able to leverage its extensive API to support the development of custom 3rd party solution integrations. We support all modern technologies including RESTful services, XML, and SOAP, along with the ability to work with older technologies including flat files, FTP/SFTP/FTPS delivery, etc. There is no limit to what eCourt can "talk" to. Each of the interfaces go through a formal requirements, design, development, test, and deployment cycle. However, it's important to recognize, JTI has an extensive number of Interfaces built specifically for use in California Courts, that would be leveraged; these include:</p> <p>Tulare County</p> <ul style="list-style-type: none"> <li>• CIP (Citation Import Process) – Case creation (batch)</li> <li>• DA to eCourt – case creation (one complaint as a time, including one or more defendants resulting in a case per defendant) •</li> <li>• Infax calendars – export of scheduled events for monitor display</li> <li>• Scheduled Event extract – add or update of scheduled events for the Public Defender</li> <li>• FTB – Franchise Tax Board – Debtor file (outbound), Action File (inbound) and Payment File (inbound)</li> <li>• FTA – Failure to Appear cases outbound to collection agency, FCN • FTP –</li> </ul>
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			<p>Failure to Appear cases outbound to collection agency, FCN</p> <ul style="list-style-type: none"> <li>• California Department of Motor Vehicles (DMV) - Abstract Reporting and Retrieval of Driver History, including TVS Eligibility and Priors</li> <li>• California Department of Justice (DOJ) California JBSIS (Judicial Branch Statistical Information System) Warrants - Outbound Placer County</li> <li>• CUBS to eCourt – inbound payment data Failure to Pay - inbound payments</li> <li>• California DMV - Abstract Reporting and Retrieval of Driver History, including TVS Eligibility and Priors</li> <li>• Warrants - Outbound Sonoma County</li> <li>• Franchise Tax Board – Debtor file (outbound), Action File (inbound) and Payment File (inbound)</li> <li>• GC Services (inbound/outbound for third-party collections)</li> <li>• IJS (Import of cases with A/Rs from Criminal system for collection purposes)</li> <li>• California DMV - Abstract Reporting and Retrieval of Driver History, including TVS Eligibility and Priors</li> </ul> <p>Georgia, South Carolina, and soon Washington          In these states we have working interfaces with the typical justice partners.</p>
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16.5.2	Vendor-hosted Solution	The Contractor 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.	eCourt supports multiple methods of authentication, including Microsoft Active Directory and LDAP, Single Sign-On, OAuth2. eCourt also supports Remember-Me authentication, which allows the user to forgo the login prompt for a period of time when logging into eCourt. Two-factor authentication is also supported.
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Table C. SaaS Hosting

#	Category	Requirements	Contractor's 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.	No	
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	We host in AWS Gov Cloud. Here is there AICPA/SOC report. <a href="https://aws.amazon.com/blogs/security/newsoc-2-report-available-confidentiality/">https://aws.amazon.com/blogs/security/newsoc-2-report-available-confidentiality/</a>
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	
11	Backups and Recovery	Does vendor provide recovery from backup upon client request or system corruption?	Yes	
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	
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.	Yes	
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?	Yes	
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?	Yes	
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	
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	
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?	Yes	
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.	Yes	
40	Single Sign-On Integration	Does vendor hosted solution support single-sign-on (SSO) with SAML 2.0 or ADFS?	Yes	
41	Identity Management	Does your solution support Identity Management, including Business to Customer and Business to Business? If so, what services/protocols are supported?	Yes	eCourt supports Active Directory, LDAP and OAuth2 for authentication only
42	Private Networking	Does vendor hosted solution support private network connection or VPN tunnelling connectivity?	Yes	
43	User Training	Does vendor provide training materials and conduct interactive training sessions for proposed solution?	Yes	
44	Public Access	Does the hosted solution provide public access portal?	Yes	
45	Justice Partner Access	Does the hosted solution provide a secured authenticated access portal for trusted justice partners?	Yes	

Table D. Implementation and Deployment Services

**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).	<p>We use project management best practices so that we have the structures and organization in place as a partnership to get you to live. Our Project Management Plan will define the Scope; Project Governance and Assurance (Governance, Risk Management, Change Management, Quality Management, Project Assurance); Schedule and Milestones; Budget; Resource (Personnel) Plan; and Program activities (Organizational Change Management, Organizational Readiness, and Communications Management). This gives us our framework with which to get things done.</p> <p>The big effort, of course, involves the actual implementation activities, which we sum up in Phases that we refer to as Structure; Data Conversions and Interfaces; and Processes. Structure focuses on ensuring there is a place for the data you require; the rest focuses on the consumers of that data. Once the structure phase is completed, the case information fields will be known and data migration processes and interface processes will begin. Simultaneous with the conversion and interface phase, we will provide workflow diagrams of automated processes that are already configured in the baseline configuration. We will train and configure document templates, review and configure minutes, and install the portal.</p> <p>As we are monitoring and controlling our progress, we will use tools including our Jira system in which we capture and manage requested changes and configuration issues; and including our Confluence system in which we log status reports, written requirements, and other artifacts that are inputs and outputs of our various phases. As we accomplish each task we will look for increasing opportunities for your staff to assume ownership. As an example, as we complete the case initiation form reviews, and any associated updates, we want to share these with an increasing number of personnel for their review and feedback. This will support the Plan across a variety of areas, including Quality Management, Organizational Change Management, and Communications Management, and help you maintain positive traction.</p> <p>Our goal is to get you live; the project management plan that we will create together will give us the framework to get there.</p>

<p>2.2</p>	<p>Describe your recommendation for roles your company personnel will assume and the roles that Court staff should assume in the implementation process.</p>	<p>Our California trial court configuration will form the baseline for initial system review and training. The system is fully DMV and DOJ-ready and JBSIS-compliant, and provides all the lookup lists, screens and processes that already support California courts. We are very familiar with the data that various California courts capture, and the typical processes they follow, and we believe this will satisfy the majority of your requirements. However, we need your staff to validate the configuration: thus immediately after initial training we want your subject matter experts to pull files and enter cases. We will capture requested changes in our internal change management and issue tracking system, Jira, which will provide us with scope and progress as we work through configuration sprints. We anticipate that the smaller courts will want very few changes to the baseline, but some may be required for the medium sized courts. Local configuration is normally limited to document templates, accounting configuration, and some workflows.</p> <p>In the cost matrix you provided (Exhibit 7.1), we emphasize the need for heavy subject matter expert involvement in each of Phases II and III. We cannot underestimate their value in the configuration, testing, data conversion and training. We provide a well designed system that meets California requirements, but we are not experts in your legacy data, nor in your local processes, so we rely much on your SMEs to ensure that they learn document template configuration, validate the configuration and processes, test the conversion, and prepare and deliver the training plan. It is critical that they own a significant responsibility for these tasks with our help. The follow-on benefits to your local support, and to your future change management processes, are significant. We will help all along the way, but it is best if we work together in a partnership.</p>
<p>2.3</p>	<p>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.</p>	<p>A project is something we do <i>with</i> each other; not <i>to</i> each other. Our project managers must rely on each other to achieve a positive result. We need your partnership and engagement to ensure that we, for example, are creating a communication plan that supports both your organization and ours - and that facilitates going live as rapidly as possible. For example, we typically write monthly project status reports, but these are reports that our project managers must write and agree upon together. Your leadership must be engaged in the success of this project - they must meet regularly with the project managers so that they can quickly adjust focus and ensure that everyone has the right attitude, and also provide us with early warning of issues that may be coming from different areas of the organization. We can assist with an organizational change management plan, but it must be a plan that is executed mostly by your managers who will carry key messages to their staff, and use in order to develop advocates in their organizations. Our staffing levels will be sufficient for the project, but we rely heavily on yours to learn, assist, and own the product of the project, so that you can make the most of the product to adapt to future change.</p>
<p>2.4</p>	<p>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.</p>	<p>We have an important investment in our DMV interfaces, which do a fabulous job of eliminating extra work for our customers' staffs. We accomplish this in two ways: first, with a workflow-driven DMV system that sends realtime information from which we can pull priors and enhance bail; and at disposition send the abstracts of judgment. Second, we provide a realtime DMV inquiry and update system, eDMV, which allows authorized staff and judges to log in, query and update DMV records from the counter or from the bench.</p> <p>eCourt comes with a built-in document management system that our customers favor because all documents are easily tracked within the application, which allows us to provide rich features that include notes, searching, emailing, stamping, signatures and redaction.</p> <p>Requirements for local interfaces are documented, and we develop to your requirements for your desired result. We provide system documentation for these, and turn the support over to your staff after the warranty period.</p>

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.	Local ordinances are a routine part of our statute table and accounting configuration; terms of probation and pretrial release is a routine part of our disposition configuration. We will work with your SMEs to understand your requirements, upload the information into the system (with their help), and rely on your SMEs to perform testing to validate our configuration and testing. For document templates, we workshop together with the intention that you will assume the majority of the work effort; in this way, you will own the result and can manage these going forward. We will assume responsibility over the more challenging templates. With each of these tasks, we require your staff to participate to ensure we have the right information, to participate so that you are self-reliant, and to test and verify that the work has been done completely and to your satisfaction.
2.6	Describe the process, resources, and expertise necessary in converting data from existing system into the new CMS.	Please see our Data Conversion Plan set forth at Attachment A to this Exhibit 5. Fundamentally, we need your SMEs to participate in the mapping exercise, and to test data as it becomes available from our developers.
2.7	Describe your process for coordinating user acceptance.	Our project managers will work together to coordinate user acceptance; we will rely much on your project manager to ensure that your personnel understand what they are testing and when. User acceptance always works best when led by your staff who have been involved in the project from the beginning, and thus can ensure that your end users have the proper understanding when they are proceeding with this phase.
2.8	Describe your process for implementing change management.	The change management plan will outline this process, and will be agreed by both of our organizations. We favor a process that quickly brings to light any changes, routes the described change to the right people for their review, and facilitates a rapid response so both teams can get the direction they need.
2.9	Describe your process for managing critical defect scenarios.	These are documented in our SLAs.
2.10	Describe your process for coordinating software upgrades and version management.	Minor software upgrades are released quarterly; one major upgrade is released annually. We coordinate upgrades by installing in a sandbox environment so you can provide smoke and qa testing, after which the upgrades can be implemented in your production environment. We provide release notes so you can understand the items that have changed, and can test accordingly.
2.11	Describe the process employed to track and report progress in system deployment.	We capture changes to the baseline configuration in our Jira system, which allows your staff to enter and track configuration requests and other issues. We work together to define a two-week sprint in which we assign the work. Throughout this process the Jira system allows you to see status via an online dashboard; determine who owns what ticket; and determine how close we are to completing a sprint. All of this information informs the main WBS: project managers update the WBS to keep track of progress against the schedule.
2.12	Describe the process and standards employed in determining when phases of deployment are satisfactorily completed.	The process is defined in the quality management plan, which our project managers will develop together. It typically defines a series of reviews and tests that each organization's personnel will perform to check against the requirement.

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.	This is one of the benefits of using our California baseline system. Your SMEs will be heavily involved in validating and testing the state statutes, rules, JBSIS configuration, DMV transactions, DOJ reports, financial assessments, holidays, etc. Court personnel will play a critical role in ensuring that this configuration is complete and accurate.
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.	We have a number of customers using eCourt, and we revisit regularly our hardware and software requirements to ensure that they are accurate over time. The system's architecture is natively scalable (See eCourt Architecture in Attachment B to this Exhibit 5).

### 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	<b>Preliminary Business Analysis Services tasks, roles and responsibilities.</b> 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			
	2. <b>Deliverable:</b> 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			
	3. Review, approve and accept the Preliminary Business Analysis Plan.		X		

	4. Execute the Preliminary Business Analysis Plan and obtain the required knowledge to start the deployment process.	X			
	5. <b>Deliverable:</b> Document the results of Preliminary Business Analysis and present to Court.	X			
	6. Review, approve and accept the results of the Preliminary Business Analysis.		X		

3.2	<b>Implementation Strategy and Approach Services Tasks, Roles and Responsibilities.</b> 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. <b>Deliverable:</b> 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		This must be a joint effort between our organizations.	The court must have significant input on this plan, and because it owns a significant responsibility to communicate strategy internally and externally, the responsibility should be shared.

	2. Review, approve and accept the recommended implementation strategy and approach, communication plan, and technical environment plan.		X	Both must approve this together.	The court must have significant input on this plan, and because it owns a significant responsibility to communicate strategy internally and externally, the responsibility should be shared.
	3. <b>Deliverable:</b> 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		Both must work on this together.	The Vendor and Court staffing plans work hand-in-hand; they must be taken into account together, and coordinated jointly.
	4. Review, approve and accept the Vendor Staffing Plan.		X	Both must approve this together.	The Vendor and Court staffing plans work hand-in-hand; they must be taken into account together, and coordinated jointly.
	5. <b>Deliverable:</b> 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		Both must work on this together.	The Vendor and Court staffing plans work hand-in-hand; they must be taken into account together, and coordinated jointly.

	6. <b>Deliverable:</b> Develop and present to Court a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.	X		Both must work on this together.	We must communicate and agree upon this together.
	7. Review, approve and accept the methodology and toolsets for deploying the application.		X	Both must approve this together.	We must communicate and agree upon this together.
	8. <b>Deliverable:</b> Provide recommendations on appropriate deployment of logical environments to support vendor's recommended deployment strategy (e.g., testing, data conversion, etc.)	X			
	9. Review, approve and accept recommendations on appropriate deployment environments.		X	Both must approve this together.	We must communicate and agree upon this together.

**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
<p>1. <b>Deliverable:</b> 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.</p>	X		This is a joint effort; the court's participation and ownership are vital in this plan.	We work on this together and update it together. It is a plan that we co-own.
<p>2. Review, approve and accept Implementation/Deployment Project Plan</p>		X	Both must approve.	We work on this together and update it together. It is a plan that we co-own.

<p>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.</p>	X			
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**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. <b>Deliverable:</b> Develop and document an Infrastructure Assessment Plan and template for assessing all components of the Court’s technical infrastructure.	X			
2. Review, approve and accept the Infrastructure Assessment Plan and template.		X		
3. Perform the infrastructure assessment for all technical components for the Court.	X			
4. <b>Deliverable:</b> 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			
5. Review, approve and accept the findings of the infrastructure assessment.		X		
6. Perform hardware and connectivity capacity planning for the Court.	X			
7. Review, approve and accept hardware and connectivity capacity planning.		X		
8. <b>Deliverable:</b> 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			
9. Review, approve and accept the hardware and network infrastructure assessment.		X		
10. Manage the installation of any additional hardware or network infrastructure and coordinate with third parties as required.		X		
11. Review, approve and accept the installed hardware or network infrastructure.	X			
12. Measure bandwidth utilization per case type and minimum hardware required to support rollout.	X			
13. <b>Deliverable:</b> 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			
14. Review, approve and accept documented findings.		X		

**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		We have already documented processes that the baseline addresses; the court BAs/SMEs should review these and provide any requested changes.	For a faster approach to go live: the court can assess its processes against the baseline configuration and determine what changes are needed.

<p>2. <b>Deliverable:</b> 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.</p>	X		<p>We have already documented processes that the baseline addresses; the court BAs/SMEs should review these and provide any requested changes.</p>	<p>For a faster approach to go live: the court can assess its processes against the baseline configuration and determine what changes are needed.</p>
<p>3. Review, approve and accept the “as is” versus “to be” assessment and the process recommendations.</p>		X		
<p>4. <b>Deliverable:</b> Document approved Court procedures in a Court-approved format.</p>	X		<p>Court BAs/SMEs should be an equal participant in this activity.</p>	<p>Shift this to Court responsibility with Vendor assistance. The court should not lose the opportunity to develop this expertise in-house; it is an important role that enables ownership of future change processes.</p>
<p>5. Review, approve and accept approved Court procedures.</p>		X		

6. <b>Deliverable:</b> Develop and provide the Court with a business impact analysis based on the “as is” versus “to be” assessment.	X		This does not seem to be a useful activity.	Unless the change is significant and has the potential to be a divisive issue in the court, this should not be a deliverable.
7. Review, approve and accept the business impact analysis.		X		

### 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			
2. Conduct SME Education Sessions about system and configuration impacts.	X			
3. Identify end state (“to be”) configurations by working in conjunction with the Courts.	X			
4. <b>Deliverable:</b> Develop a detailed application configuration strategy that will meet Court requirements.	X			
5. Review, approve and accept the “as is” versus “to be” assessment and the configuration strategy.		X		
6. <b>Deliverable:</b> Develop and document a detailed application configuration plan that links to data exchange configuration.	X			
7. Review, approve and accept the detailed application configuration plan.		X		

8. <b>Deliverable:</b> Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).	X		This is best managed in our Jira system, and is the work product of both us and the court BAs/SMEs. It should be managed in an Agile format - not Waterfall.	It essentially accomplishes the same thing, but Jira is online and far easier to use.
9. Review, approve and accept the detailed application configuration workbook.		X		
10. Configure approved CIs as documented in the detailed application configuration workbook into the Application.	X			
11. <b>Deliverable:</b> Create and submit to Court a detailed configuration workbook listing the final application configuration details of the Application.	X		This inhibits progress on your configuration.	It is vastly better to address these configuration changes in an Agile environment than in this Waterfall environment.
12. Review, approve and accept the configuration workbook.		X		
13. Perform Application Configuration Services activities in synchronization with the Data Integration Services	X			
14. Identify Forms, Notices, and Reports requirements and design by working in conjunction with the Court.	X			
15. <b>Deliverable:</b> Forms, Notices, and Reports Design Documents		X		
16. Review, approve and accept Forms, Notices, and Reports Design Documents.	X			
17. Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.	X			
18. Identify defects and changes.		X		
19. Remediate identified defects and changes.	X			

**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			
2. <b>Deliverable:</b> 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			
3. Review, approve and accept the detailed Data Conversion Strategy and Data Conversion Plan.		X		
4. <b>Deliverable:</b> For each source of data, develop and document the detailed data schema/maps from current systems to the Application.	X		This gives the impression that the court will not participate; we will need much participation from court SMEs.	We are fine being responsible; the court must be accountable for this deliverable, and must participate.
5. <b>Deliverable:</b> 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			
6. Review, approve and accept mapping and plan for converting data elements which cannot be converted through automated tools and/or other exceptions.		X		

7. Configure data conversion tools, as required to perform data conversion.	X			
8. Provide all relevant technical documentation (development/configuration manuals etc.) on such data conversion scripts and tools.	X			
9. Perform data conversion through automated or manual processes as approved by Court.	X			
10. <b>Deliverable:</b> Create a comprehensive Data Conversion Test Plan for each source of data.	x			
11. Review, approve and accept all Data Conversion Test Plans.		X		
12. <b>Deliverable:</b> 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		We will test, but the court must also test; as written, this gives the impression that the conversion testing effort is solely the vendor's responsibility.	Add a task for the Court's test processes, and another for the Vendor to review, approve and accept the Court's tests.
13. Conduct data conversion re-testing until requirements are met.	X			
14. Review, approve and accept conversion testing and retesting results.		X		

**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		Court must provide this list to us and its assessment of desired scope of exchanges.	Add task for the court to prepare a list of data exchanges, the data elements that are exchanged, and any deficiencies that exist, and another task for Vendor to review, approve and accept the list.
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			
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			
4. <b>Deliverable:</b> Develop and provide to Court, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.	X			

5. Review, approve and accept the Gap Analysis.		X		
6. Discuss Gap Analysis results with Justice Partners.	X			
7. <b>Deliverable:</b> 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			
8. Review, approve and accept the detailed Data Exchange Deployment Plan		X		
9. <b>Deliverable:</b> 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			
10. Review, approve, and accept the pre-testing activities workbook.		X		
11. Perform the necessary activities to configure and deploy exchanges as required and approved by the Court.	X			
12. <b>Deliverable:</b> 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			
13. Conduct data exchange deployment and integration re-testing until requirements are met.	X			
14. Review, approve and accept data exchange deployment and integration testing and retesting results.		X		
15. Provide Court with one data integration technical subject matter expert, as requested by the Court.	X			
16. Perform Data Integration Services activities in synchronization with the Application Configuration Services.	X			

**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. <b>Deliverable:</b> Develop a DMS Integration Plan and Approach for integrating existing Document Management Systems (DMS) with Application.	X			
2. Review, approve and accept plan and approach for integrating existing DMS with Application.		X		
3. <b>Deliverable:</b> For Courts that do not have an existing DMS, provide a plan and approach for:	X			
· 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.		X		
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		
5. <b>Deliverable:</b> Perform integration of (new as well as existing) DMS with Application.	X			
6. Review, approve and accept integration of (new as well as existing) DMS with Application.		X		
7. Coordinate the implementation of the DMS infrastructure required at the Court level and integrate with Application and the DMS application.	X			

**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. <b>Deliverable:</b> 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			
2. Review, approve and accept the Test Plan.		X		
3. Prepare and document test cases, test scripts and test data as required by the Test Plan.	X			
4. Review, approve and accept test cases, test scripts, and test data.		X		
5. <b>Deliverable:</b> 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			
6. Support Court Acceptance testing processes.	X			
7. Conduct Court Acceptance testing.		X		
8. <b>Deliverable:</b> 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			
9. Resolve Deployment requirements-related deficiencies and errors found as a result of testing. Such Resolution shall include retesting.	X			
10. <b>Deliverable:</b> Document and provide to Court the testing and retesting and traceability matrix results for Court approval.	X			
11. Develop any additionally needed test scripts for any subsequent Application releases prior to a Court's Final Acceptance of the Services.	X			
12. Review, approve and accept testing, retesting and traceability matrix results.		X		

**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.

<b>Cutover and Stabilization Services Tasks, Roles and Responsibilities</b>	<b>Vendor</b>	<b>Court</b>	<b>Issue</b>	<b>Proposed Solution/Rationale and Benefit to the Court</b>
1. <b>Deliverable:</b> Define and document to Court the Cutover and Stabilization Services Plan to be performed by Vendor.	X			
2. Review, approve and accept the Operational Cutover and Stabilization Services Plan.		X		
3. Perform and coordinate cutover activities in accordance with the Cutover and Stabilization Services Plan.	X			
4. Provide expert on-site support to Court personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.	X			
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			
6. Perform all activities as provided, at minimum, in the court defined exit criteria.	X			
7. Coordinate with Court help desk as required, including problem management and Incident management processes.	X			
8. Train Court help desk and provide requisite help desk scripts and tools for Deployment Services and daily support and maintenance.	X			
9. Review, approve and accept scripts.		X		

**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. <b>Deliverable:</b> 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			
2. Review, approve and accept the Court Training Plan.		X		
3. <b>Deliverable:</b> Provide Application configuration and administration training to administrators.	X			

4. <b>Deliverable:</b> Provide Application End-User training and Court help desk training.	X		The court is in the best position to predict and provide the local nuances for its end user training. In addition, by delivering training the court is in a better position to provide training going forward as personnel change.	Change this to a Court responsibility. Vendor to assist with initial end user training session.
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<p>5. <b>Deliverable:</b> 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.</p>	<p>X</p>		<p>The court is in the best position to predict and provide the local nuances for its end user training. In addition, by delivering training the court is in a better position to provide training going forward as personnel change.</p>	<p>Change this to a Court responsibility. Vendor to assist with initial end user training session.</p>
<p>6. Create and maintain the training configurations on the Application training instances as requested by Court.</p>	<p>X</p>			
<p>7. <b>Deliverable:</b> Provide e-filing and DMS operational training to Court-specified End-Users.</p>	<p>X</p>			
<p>8. <b>Deliverable:</b> 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.</p>	<p>X</p>			
<p>9. Review, approve and accept training.</p>		<p>X</p>		
<p>10. Review, approve and accept justice partner training session.</p>		<p>X</p>		

**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		
2. Provide, and review with Court, Vendor project metrics reporting on Vendor's accomplishment of milestones, SLRs and associated Deliverables.	X			
3. Review, approve and accept project metrics, SLRs, milestones and Deliverables.		X		
4. Develop and present to the Court remediation plans to resolve Deployment Services related issues.	X			
5. Review, approve and accept remediation plans to resolve Deployment Services related issues.		X		
6. <b>Deliverable:</b> Participate in the creation of a Court-specific release plan.	X			
7. Coordinate the Application releases between the Courts through the pre-production environments to the production environment.	X			
8. Participate as requested by Court in technical and business planning/governance meetings to establish and communicate decisions.	X			
9. Adhere to Court Incident and problem management processes and tools.	X			
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			
11. Participate in weekly project status report meetings.		X		
12. <b>Deliverable:</b> 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			

13. Execute projects using PMI best practices including standard project life cycle activities, project initiation, planning, execution, control and closure, and Acceptance.	X			
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			
15. Prepare and present a quarterly Executive Management Report in a mutually agreed upon format.	X			
16. <b>Deliverable:</b> Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.	X			
17. Provide single portal access for all documents and reports	X			
18. Provide a regular Implementation Summary Report that includes current status of milestones, Court milestones, and all SLRs.	X			
19. Review, approve and accept Implementation Summary Report.		X		
20. <b>Deliverable:</b> 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			
21. Review, approve and accept overall approach and strategy to manage and maintain a Deployment Knowledge Base.		X		
22. <b>Deliverable:</b> Manage and maintain the Court-specified Deployment Knowledge Base throughout the Application deployment process, incorporating Application documents and Deliverables.	X			
23. <b>Deliverable:</b> Update the Deployment Knowledge Base with all deliverables and documents for Court as a part of Cutover and Stabilization Services.	X			
24. Review, approve and accept the updated Deployment Knowledge Base after all deliverables and documents.		X		

**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		
2. <b>Deliverable:</b> Develop Customer Satisfaction Survey in accordance with Court’s survey requirements.	X			
3. Review, approve and accept Vendor developed Customer Satisfaction Survey.		X		
4. Conduct quarterly Customer Satisfaction Surveys to the Court.		X		
5. Meet with Court to review Customer Satisfaction reports and make recommendations on how to resolve customer dissatisfaction.	X			
6. <b>Deliverable:</b> Prepare a Customer Satisfaction Project Plan to resolve customer dissatisfaction.	X			
7. Review, provide additional input as required, approve and accept Customer Satisfaction Project Plan.		X		
8. Execute Court-Accepted Customer Satisfaction Project Plan.	X			

### 3.6 Additional Services Available to Courts

3.6.1

<b>Document Scanning Services</b>	<b>Issue</b>	<b>Proposed Solution/Rationale and Benefit to the Court</b>
<p>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.</p>		<p>JTI will convert from whatever document/image location the Court has set up prior to the conversion. JTI does not provide manual scanning services. The Court should plan on another vendor for that work. JTI's starting point is the existing scanned image.</p>
<p>3.6.1.1 <b>Manual Data Entry and Scanning Services</b></p>	<b>Issue</b>	<b>Proposed Solution/Rationale</b>

		<b>and Benefit to the Court</b>
<p>Where desired by a Court, Vendor will provide the following document scanning and manual data services.</p>		<p>JTI will convert from whatever document/image location the Court has set up prior to the conversion. JTI does not provide manual scanning services. The Court should plan on another vendor for that work. JTI's starting point is the existing scanned image.</p>
<p>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.</p>		<p>JTI will convert from whatever document/image location the Court has set up prior to the conversion. JTI does not provide manual scanning services. The Court should plan on another vendor for that work. JTI's starting point is the existing scanned image.</p>

3.6.1.2

<b>Document Manual Conversion Strategy</b>	<b>Issue</b>	<b>Proposed Solution/Rationale and Benefit to the Court</b>
<p>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:</p>		<p>JTI will work with the Court on conversion mapping. Some of the mapping may result in manual data entry clean up in the source system that will need to be performed by the Court. Any manual entry needed will be identified during this mapping process. The Court can manually update the source system or help define logic to programmatically update data during the conversion.</p>

<p>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?</p> <p>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.</p>		<p>This is a part of the data mapping exercise. It may be that some data will need to be entered in eCourt manually post-conversion. The data conversion logic should limit the amount of manual data entry needed.</p> <p>Identifying default values is part of the data conversion mapping process.</p>
<p>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.</p>		<p>Logic for missing required data elements will be defined during the data conversion mapping process.</p>
<p><b>3.6.1.3 Manual Data Entry</b></p>	<p><b>Issue</b></p>	<p><b>Proposed Solution/Rationale and Benefit to the Court</b></p>
<p>Manual conversion is addressed through the execution of manual data entry.</p>		<p>The data conversion logic should limit the amount of manual data entry needed. Some manual data clean up may be required in the source data before conversion.</p>

<p>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:</p>		<p>Manual data entry needed will be defined as part of the data mapping exercise.</p>
<p>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.</p>		<p>Manual data entry needed will be defined as part of the data mapping exercise.</p>
<p>Identify the data elements that should be extracted from each of the legacy document types to be manually data-entered.</p>		<p>Manual data entry needed will be defined as part of the data mapping exercise.</p>
<p>Identify the mapping of legacy record type to the Application record type.</p>		<p>All data will be mapped as part of the data mapping exercise.</p>
<p>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.</p>		<p>Missing required fields, potential required defaults and data model differences are standard issues encountered during the mapping process. Each will be addressed as part of the data mapping exercise.</p>

<p>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.</p>		<p>JTI will not work in the legacy system and will therefore not require training on the legacy system. JTI's work begins with an extract of legacy data provided by the Court.</p>
<p>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.</p>		<p>JTI will not work in the legacy system and will therefore not require training on the legacy system. JTI's work begins with an extract of legacy data provided by the Court.</p>
<p>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.</p>		<p>If the Court is entering additional data in source, this is correct. Again, JTI's work starts with an extract from the legacy system.</p>
<p>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.</p>		<p>If the Court is entering additional data in source, this is correct. Again, JTI's work starts with an extract from the legacy system.</p>

3.6.2

3.6.2 Conduct Document Scanning at the Court	Issue	Proposed Solution/Rationale and Benefit to the Court
<p>Vendor resources will conduct document scanning for a Court. The Court will provide facilities for the imaging team. Vendor will bring document preparation 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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>Steps included in this task include:</p>		

<p><b>1. Document Preparation.</b> 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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p><b>2. Imaging.</b> Documents will be imaged and then reviewed through a quality control process to catch scanning and pagination errors.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>

<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p><b>3. Indexing.</b> 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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>
<p>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.</p>	<p>We have not provided these services.</p>	<p>Include in budget request so you can hire temporary personnel to perform this.</p>

### 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			
2. Identify Types of Documents to be scanned.		X		
3. Identify Meta-Data to be attached to the scanned documents.	X			
4. Identify the Mapping of the scanned document to the Application Record.	X			
5. Identify Potential Data Anomalies.		X		
6. Provide training to data entry Vendor staff.		X		
7. Review documents to be scanned for Exceptions.		X		
8. Modify documents as needed to reduce Exceptions.		X		
9. Prepare documents for scanning or manual entry.	X			
10. Develop data mapping guide.	X			
11. <b>Deliverable:</b> Manual Data Conversion Report.	X			
12. Review, approve and accept Manual Data Conversion Report.		X		
13. <b>Deliverable:</b> Scanning Completion Report.	X			
14. Review, approve and accept Scanning Completion Report.		X		
15. As required, perform redaction of scanned/converted data.		X		
16. Index Documents scanned.	X			
17. Provide telephone support for scanning, data entry and indexing Vendor Staff.		X		
18. Attach scanned Documents to Case Management Records in the CCMS Application.	X			
19. Return Documents.	X			
20. Submit Results of scanning activities.	X			

3.7 E-filing Implementation Services	Issue	Proposed Solution/Rationale and Benefit to the Court
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:		
<p><b>Develop e-filing documentation.</b> 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.</p>		<p>JTI onboards all EFSPs so the court can implement eFiling in a multi-EFSP environment. JTI works with the Court in the configuration and implementation of eFiling within the Court. JTI will also participate in the State EFSP selection and certification process as needed.</p>
<p><b>Procurement Documentation.</b> 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.</p>		<p>JTI onboards multiple EFSPs to give the Court the best possible eFiling solution. JTI will also participate in the State EFSP selection and certification process as needed.</p>

<p><b>Policy File.</b> 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.</p>		<p>The JTI eFiling solution will generate the eFiling Court policy file. JTI will also participate in the State EFSP selection and certification process as needed.</p>
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3.7.1

<p><b>Provide implementation support.</b></p>	<p><b>Issue</b></p>	<p><b>Proposed Solution/Rationale and Benefit to the Court</b></p>
<p>As the EFSP prepares to implement, Vendor will support and coordinate implementation services.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>
<p><b>Assist in evaluation of EFSP submissions.</b> 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.</p>		<p>JTI will work with the lead courts and EFSPs through integration, end-to-end testing and certification.</p>
<p><b>Coordinate integration with the Court.</b> 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.</p>		<p>The JTI eFiling solution is located in a hosted environment - currently Amazon AWS. JTI performs all activities necessary to connect the EFSP to the JTI EFM.</p>

3.7.2

<p><b>Coordinate Data Exchange Configuration.</b> In the event that the e-filing module requires configuration to support a specific EFSP, Vendor will advise the Court. The Court is responsible for resolving data exchange infrastructure issues.</p>		<p>The JTI eFiling solution is located in a hosted environment - currently Amazon AWS. JTI performs all activities necessary to connect the EFSP to the JTI EFM.</p>
<p><b>Provide testing support.</b></p>		
<p>Vendor will coordinate and lead the Courts and EFSP through the integration and end-to-end testing.</p>	<p><b>Issue</b></p>	<p><b>Proposed Solution/Rationale and Benefit to the Court</b></p>
<p><b>Develop and Maintain a Data Exchange Deployment Testing Plan.</b> 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.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>
<p><b>Coordinate data integration and application configuration services.</b> 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.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>
<p><b>Coordinate and lead integration testing.</b> 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.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>

<p><b>Coordinate and lead end-to-end testing.</b> 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.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>
<p><b>Compile test results.</b> Vendor will compile test results of the e-filing implementation to document the level of functionality obtained.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>
<p><b>Conduct data exchange deployment and integration re-testing.</b> 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.</p>		<p>JTI will work with the lead courts and EFSPs through integration and end-to-end testing.</p>

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. <b>Deliverable:</b> 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. <b>Deliverable:</b> 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	X		
20. Resolve issues with partner system.	X	X		
21. Resolve Issues with data exchange infrastructure.	X	X		
22. Conduct Remediation of data exchange infrastructure configuration.	X	X		
23. Conduct Remediation Coding of data exchange infrastructure	X	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**

<b>Definition</b>	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.
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Type	Service Measure	Performance Target	SLR Performance
<b>Adherence to Deployment Plan Key Activities and Milestones</b>	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	

**Table 2. Customer Satisfaction SLRs**

<b>Definition</b>	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	

**Table 3. Post Deployment Incident Resolution SLRs**

<b>Definition</b>	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	

**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.

**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.

## **ATTACHMENT A TO EXHIBIT 5**

### **DATA CONVERSION PLAN**

Before the conversion process begins, we (JTI) will follow the steps below to prepare for conversion. Mapping activities and development of scripting logic will be repeated for each unique source system conversion.

#### **Prepare Environment for Source Data Analysis**

To perform data analysis on legacy data, we will need an instance/copy of the production data for each of the legacy systems. JTI will provide conversion server recommendations for your local installation (you may also decide to use a cloud hosted environment such as Amazon Web Services). With a phased implementation approach, each stage will require a copy of the previously converted (now production) data as the destination eCourt starting point database. This allows for conversion activities, including testing, to take place against Production eCourt data and the newly converted data at the same time.

#### **Create Data Description Document for Source Data**

To help us understand the legacy system and its data structure, you will provide the legacy system data description document for each of the legacy systems, which will include:

- technical environment (operating system and database platform)
- database type (relational or hierarchical)
- data elements
- data formats and standards
- data volume
- vendor or other relevant contact information
- data dictionaries (ERD Diagrams)
- screen/field mapping specification. Each screen of the legacy system from which data will be converted will be listed and each data element on the screen will be mapped to the corresponding field in the database
- future disposition of the legacy system (whether it will be decommissioned or maintained)

A phased implementation does not change this approach. The complexity in a phased implementation relates to expanding the logic to accommodate new scripting required given a new source data set and the resulting testing to include confirmation of the newly converted data alongside the production data. In addition, if data is converted from a source system as part of one phase and then additional data is converted from the same source system in a subsequent phase, the previously converted data must be clearly excluded from the extract and processing for the subsequent phase. This is also true of data updated in the source system post-conversion. This will be an important part of the overall planning for the conversion.

Analysis will be required to determine how to approach the consolidation of person-related data across the source systems. eCourt tracks person data related to each case, but can link persons across cases with a person identifier. This allows for point-in-time data at the case level, while still being able to designate that a given person, and their related person data, is the same person on

multiple cases.

### **Create Conversion Testing Specifications**

The testing specification describes how the Client will test converted data and report issues. It will include:

- A sample of the test cases from each legacy database to test conversion against. Each conversion iteration will only be tested for this sample.
- The most critical data elements to look for in the conversion
- Data quality assurance exit criteria for concluding testing
- Any reports that need to match for conversion testing.

Each phased conversion will include a test cycle to confirm the newly converted data within the Production data set.

### **Analyze Source Data**

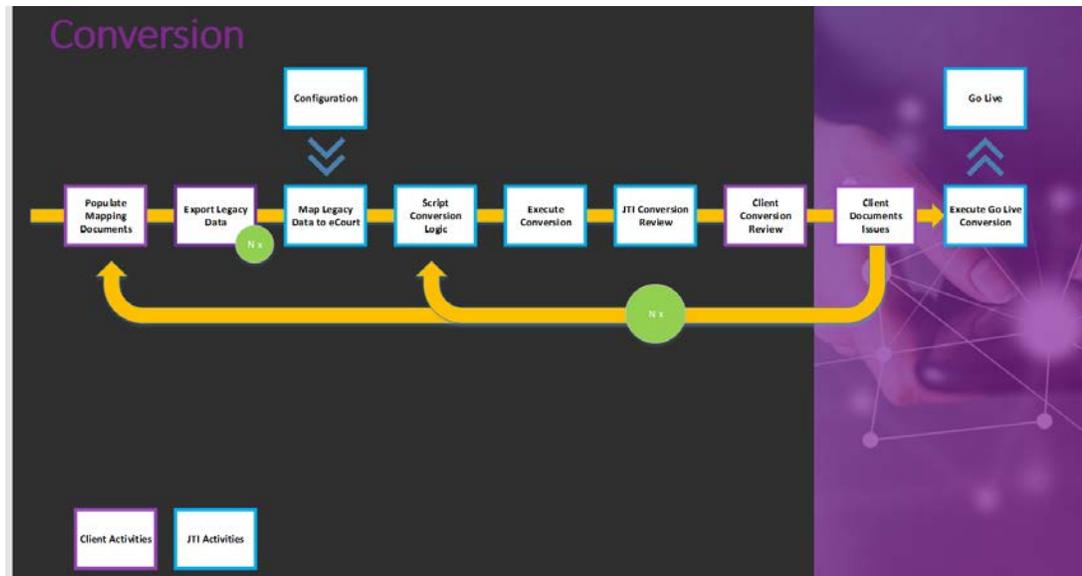
We will jointly analyze the source data, assess the quality of the data, and identify risks that may affect data conversion activities and outcomes. While you are responsible for any scrubbing of the source data, we will assist, if needed. We will jointly prepare the Data Quality Assessment Report that includes the Risk Analysis and identify at the minimum:

- Data integrity issues
- Data cleansing effort required
- Logic to determine the cases that participate in the conversion
- Identify and document issues, risks and barriers that may interfere with the data conversion work stream
- Propose recommendations and options for mitigating the identified risks

After conversion preparation is complete, the initial review of the structure and quality of the existing databases will guide the conversions processes, but generally it will follow the process and steps outlined below.

Again, the steps remain the same for each subsequent conversion in a phased implementation approach. Data cleanliness in each phase will need to be addressed with changes to the source data set.

## Data Conversion Process



### Populate Mapping Documents and Data Conversion Specifications

The conversion testing specification and the data conversion specification will control the conversions. The conversion scripts will be written based on these specifications. We will jointly prepare documents which will include:

- Data integrity analysis and cleansing methodology
- Data validation methodology
- Timing, sequencing and coordination of the data conversion tasks
- Amount of data (i.e., how far in the past data will be converted)
- The data mapping between each of the source databases and the staging database
- The data mapping between the staging database and eSuite
- All transformations that need to be done between the source database and staging and between staging and eSuite
- Source data filtering rules, including data elements to filter
- Source data attributes used to identify duplicate data from multiple data sources
- Strategy to merge duplicate data from multiple data sources
- Source data load sequence and dependencies
- Storage requirements for data to be converted
- Conversion procedures

### Update Project Work Plan and Schedule

Data conversions are typically difficult to estimate given the volumes of data involved and the fact

that significant aspects of the conversion, such as historical data type changes and old legacy conversions exacerbate the problems faced by the conversion team. At this stage of the project we will have a better idea of the amount and quality of the data we are dealing converting, hence it would be appropriate to revisit the project schedule and make necessary adjustments to set realistic expectations.

## **Export Legacy Data**

The client will provide an initial export of the data from the Legacy System and import it to the eSuite Stage database in SQL Server on the Conversion Server. This will be repeated for each legacy system.



Note: The structure for the tables in the eSuite Stage database is determined by the Client. If it is easy to create one staging database table for each table in the Legacy System, then do so. For example, if in the Legacy System, there is a Case entity and a Party entity that relates to Case, and an Address entity that relates to Party, simply create three tables in eSuite Stage called: Case, Party, and Address. It is important to note that the data must be related by the information provided by you, primary and foreign keys must be provided in the mapping.

## **Map Legacy Data to eSuite**

We will work together to map the legacy data to eCourt. We will provide Excel document templates from the configuration to facilitate the conversion mapping. A mapping document will need to be created for each legacy source system.

## **Script Conversion Logic**

JTI will create the conversion scripts that execute the logic identified in the Conversion Mapping and Code Table Mapping documents (or in the Issues List and Change Requests for subsequent iterations).

The conversion scripts will:

- Extract source data
- Validate the completeness of extracted data
- Transform, cleanse, and filter out
- Consolidate well-identified persons across phased implementations based on matching data elements defined by the client
- Map source data to the staging database
- Load source data into the staging database
- Validating converted data

## **Execute Conversion**

JTI will execute and monitor the conversion scripts in the conversion environment. JTI uses the JTI Data Conversion Utility (DCU) to execute and monitor conversions. Further details on the DCU are included in 6.5.16.

## Export Legacy Data

The client will provide an initial export of the data from the Legacy System and import it to the eSuite Stage database in SQL Server on the Conversion Server.



Note: The structure for the tables in the eSuite Stage database is determined by the Client. If it is easy to create one staging database table for each table in the Legacy System, then do so. For example, if in the Legacy System, there is a Case entity and a Party entity that relates to Case, and an Address entity that relates to Party, simply create three tables in eSuite Stage called: Case, Party, and Address. It is important to note that the data must be related by the information provided by the Client, primary and foreign keys must be provided in the mapping.

## Map Legacy Data to eSuite

The client will map the Legacy Data to eSuite with JTI assistance. Excel documents will be provided to facilitate the conversion mapping.

## Script Conversion Logic

JTI will create the conversion scripts that execute the logic identified in the Conversion Mapping and Code Table Mapping documents (or in the Issues List and Change Requests for subsequent iterations).

The conversion scripts will:

- Extract source data
- Validate the completeness of extracted data
- Transform, cleanse, and filter out
- Map source data to the staging database
- Load source data into the staging database
- Validating converted data

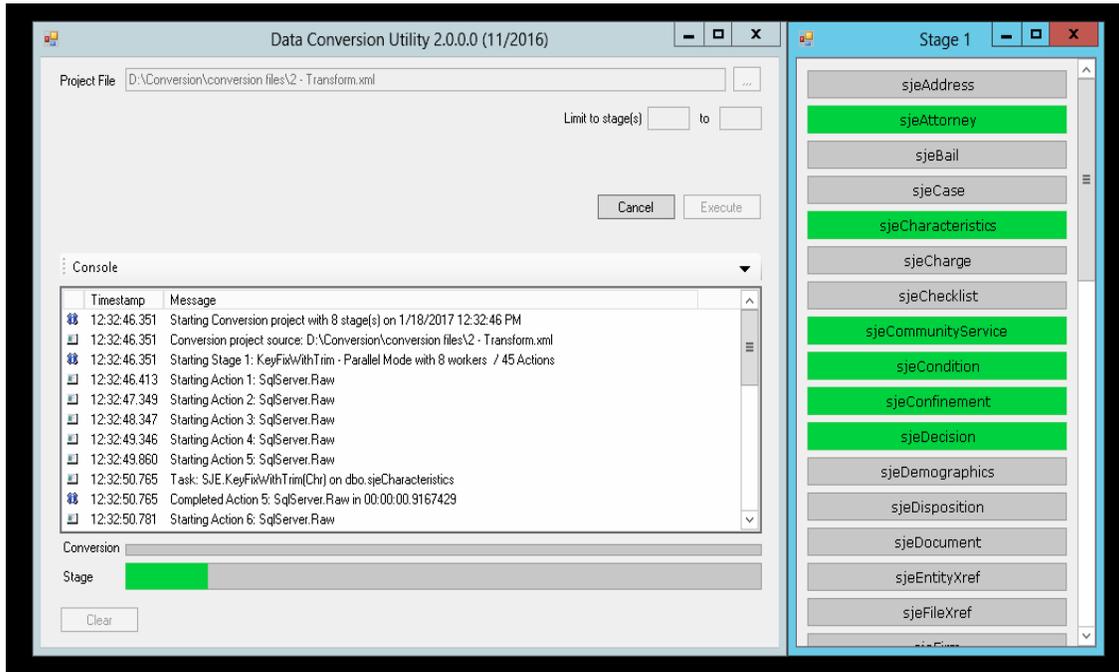
## Execute Conversion

JTI will execute and monitor the conversion scripts in the conversion environment. JTI uses the JTI Data Conversion Utility to execute and monitor conversions.

## Data Conversion Utility

The Data Conversion Utility (DCU) utilized by JTI is an application that runs a pipeline of actions configured in an XML file. A conversion file has one to many stages that contain one to many actions. Stages are a way grouping actions and are executed serially. The actions within stages can be executed in serial or in parallel with a configured number of workers. Tasks performed by actions are typically executing SQL statements, SQL bulk copy operations, or coded logic in plugins. When an exception occurs, the DCU can either halt or continue. This behavior is configured at the conversion, stage, or action level and flows down through the hierarchy, but can also be assigned/overridden at child levels. The conversion process outputs an XML log file with details about the run, which can be transformed into a report.

*Data Conversion Utility user interface*



## Data Conversion Utility configuration

```
<!-- Case -->
<action handler="SqlServer.BulkCopyToSqlServer" desc="BulkCopy sjeCase to tCase" verbose="{verbose}" notifybatch="5000">
  <source database="{sql.staging.db}" schema="dbo" table="sjeCase">
    <bulkcopy useMappings="true" updateIds="true" idColumnName="tCase_id" whereColumnName="sjeKey">
      DECLARE @today datetime; SET @today = GETDATE();
      SELECT 1 as 'optlock', @today as 'dateCreated', @today as 'lastUpdated', 'conv' as 'createUsername', 'conv' as 'lastUpdateUsername',
        tCase_id, sjeKey, sjeDivFile, CasUserRef, CasSource, CasRelName3, CasRelName2, CasRelSalutation, CasCaption, CasDate_conv, caseType_conv,
        caseSubType_conv, CasFilingType_conv, CasCategory, CasUserData_conv, CasNumber, caseJurisdiction_conv, status_conv, @today as 'statusDate',
        CasDisposition, CasDispManner, CasDispDate_conv
      FROM dbo.sjeCase
    </bulkcopy>
  </source>
  <mappings>
    <mapping desc="required by eCourt" source="optlock" dest="optlock"/>
    <mapping source="sjeDivFile" dest="caseNumber"/>
    <mapping source="CasCaption" dest="caseName"/>
    <mapping source="CasDate_conv" dest="filingDate"/>
    <mapping source="caseSubType_conv" dest="caseSubType"/>
    <mapping source="caseType_conv" dest="caseType"/>
    <mapping source="CasFilingType_conv" dest="filingType"/>
    <mapping source="CasCategory" dest="category"/>
    <mapping source="CasUserData_conv" dest="originalFiledDate"/>
    <mapping source="CasNumber" dest="referenceNumber"/>
    <mapping source="caseJurisdiction_conv" dest="caseJurisdiction"/>
    <mapping source="status_conv" dest="status"/>
    <mapping source="statusDate" dest="statusDate"/>
    <mapping source="CasDisposition" dest="dispositionType"/>
    <mapping source="CasDispManner" dest="dispositionManner"/>
    <mapping source="CasDispDate_conv" dest="dispositionDate"/>
    <mapping source="CasSource" dest="filingAgency"/>
    <mapping source="CasUserRef" dest="dmvDocketId"/>
    <mapping source="CasRelName3" dest="ivrCaseNumber"/>
    <mapping source="CasRelName2" dest="ivrCitationNumber"/>
    <mapping source="CasRelSalutation" dest="c54prosecutingAgency"/>
    <mapping desc="metadata" source="dateCreated" dest="dateCreated"/>
    <mapping desc="metadata" source="lastUpdated" dest="lastUpdated"/>
    <mapping desc="metadata" source="createUsername" dest="createUsername"/>
    <mapping desc="metadata" source="lastUpdateUsername" dest="lastUpdateUsername"/>
  </mappings>
  <destination database="{sql.ecourt.db}" schema="ecourt" table="tCase" creation="None" exists="SkipCreation"/>
</action>
```

## Data Conversion Utility output - summary

### Mapping Errors

**unmapped:** sje value not found in the mapping  
**bad (mapping):** value obtained from mapping doesn't exist in ecourt  
**bad (value):** value is invalid, such as a date from 1700s  
**blank:** sje value is blank/null (only an error when the ecourt field is required)  
gray color - notification of removed records... just an fyi  
purple color - court clean up item  
maroon color - jti clean up item

### Data Issues

1. Address records with blank ADDRESS\_TYPE: 10403
2. Address records with blank US\_STATE: 41
3. Address records without parent CAS removed: 50
4. Bail records with bad BAIL\_TYPE: 16
5. Bail records with blank BAIL\_STATUS: 1
6. Bail records with blank BAIL\_TYPE: 2
7. Bail records without parent CAS removed: 19
8. Case records with bad CasDate values: 2
9. Case records with bad CasDispDate values: 2
10. Case records with bad CasLocationDate values: 1
11. Case records with bad CasStatusDate values: 1
12. Case records with bad CasStatusDate values: 6
13. Case records with bad CasUserData values: 46
14. Case records with blank CasCaption (caseName): 119
15. Case records with blank CASE\_STATUS: 9
16. Characteristics records with bad CASE\_SPECIAL\_STATUS\_TYPE: 3
17. Characteristics records with bad ChrUserData values: 35
18. Characteristics records with blank CASE\_SPECIAL\_STATUS\_TYPE: 8

*Data Conversion Output – detail*

sjeDivFile	CasDispDate	sjeDivFile	CklDate05	sjeDivFile	PtyEndDate	sjeDivFile	RfnExpireDate
6014TR13558	1801-02-20 00:00:00	6014TR10014	9/28/2021 0:00	6012TR02700	3/14/2100 0:00	6005TR11744	7/27/2039 0:00
6014TR14213	3/4/2100 0:00					6005TR12171	9/20/2034 0:00
		<b>sjeDivFile</b>	<b>DocUserDate</b>	<b>sjeDivFile</b>	<b>PtyStatusDate</b>	6005TR12628	9/15/2039 0:00
<b>sjeDivFile</b>	<b>CasStatusDate</b>	6004TR02500	1/10/3205 0:00	6011TR02436	1821-02-22 00:00:00	6005TR13333	12/20/2045 0:00
6013TR06734	8/16/2100 0:00	6006TR13960	1/8/2100 0:00	6013TR06734	8/16/2100 0:00	6006TR00605	1/11/2052 0:00
		6010TR12350	12/22/2100 0:00			6006TR00754	7/16/2036 0:00
<b>sjeDivFile</b>	<b>ChrUserDate</b>	6010TR01369	3/28/2100 0:00	<b>sjeDivFile</b>	<b>PtyNameSuffix</b>		
6004TR09539	1860-10-28 00:00:00	6011TR02818	9/12/2100 0:00	6006TR01208	MUNOZ	<b>sjeDivFile</b>	<b>RfnIssueDate</b>
6099TR29301	7/31/2100 0:00	6012TR00906	4/26/2100 0:00	6006TR04796	V	6005TR10812	1800-08-05 00:00:00
6005TR09595	8/6/2100 0:00	6012TR04589	7/1/2100 0:00	6002TR07725	MS	6005TR11426	1800-12-09 00:00:00
6005TR13197	0164-01-22 00:00:00	6011TR11554	1/20/5212 0:00	6006TR07355	MAY	6005TR13331	1800-05-21 00:00:00
6006TR08471	7/28/2100 0:00	6013TR12112	7/29/2041 0:00	6006TR08606	VIEHE	6005TR13666	1800-11-04 00:00:00
6007TR01778	1/21/7172 0:00			6006TR04467	MCADOO	6005TR13675	1800-06-09 00:00:00
6007TR09243	1800-02-06 00:00:00	<b>sjeDivFile</b>	<b>EmpPhone</b>	6006TR10728	BROWN	6006TR01856	12/17/2100 0:00
6008TR03276	11/17/2100 0:00	6004TR07430	404/712-7283/OR TECH	6004TR03818	MRS.	6006TR02224	12/6/2100 0:00
6008TR04337	9/8/2100 0:00	6004TR04732	404-	6006TR12365	NEW		
6008TR04894	1/17/2100 0:00	6004TR12154	678/498-9800 X 233	6007TR05948	V	<b>sjeDivFile</b>	<b>ReqStatusDate</b>
6008TR06647	10/1/2100 0:00	6000TR02892	770/314-3676 (CELL)	6007TR11066	CHAVEZ	6006TR09121	6/7/2076 0:00
6008TR12492	4/11/2100 0:00	6004TR11359	678/290-3400 X 3421	6007TR11857	NEUMAN	6007TR01733	3/14/2077 0:00
6009TR01990	3/5/2100 0:00	6004TR12039	404/923-3500 X 6522	6008TR13135	VALDEZ	6008TR13107	1/16/2098 0:00
6009TR02698	4/28/2100 0:00	6005TR04129	770/427-2500 X1202	6009TR03602	O/STATE	6009TR04625	6/26/2099 0:00
6009TR05219	5/17/2100 0:00	6005TR05519	UNKNOWN	6009TR08923	V		
6009TR05310	1/10/4197 0:00	6005TR05519	UNKNOWN	6009TR06705	MFD	<b>sjeDivFile</b>	<b>SchDate</b>
6009TR05984	1/20/7538 0:00	6005TR11622	770/819-2496 X425	6009TR06705	MFD	6003TR01231	1803-09-11 00:00:00
6010TR01032	1801-02-06 00:00:00	6005TR08631	706-	6010TR01636	HEATH	6015TR00257	1801-01-13 00:00:00
6010TR01419	1801-01-05 00:00:00	6005TR07892	(2) 7/919-2200	6009TR06593	RN	6014TR09821	1801-11-22 00:00:00
6010TR01442	1801-01-10 00:00:00	6005TR07811	850-267-9500 X 3040	6009TR06593	TECH		
6010TR01567	8/16/2100 0:00	6005TR13217	678/255-4500 X2415	6009TR08618	FT	<b>sjeDivFile</b>	<b>SchResultDate</b>
6010TR07139	1801-05-04 00:00:00	6006TR00620	N/A	6009TR08722	RN	6014TR07370	1841-10-02 00:00:00
6010TR09305	1801-05-04 00:00:00	6006TR03004	1-888-533-3015	6010TR06081	V		
6010TR10014	1801-06-20 00:00:00	6005TR08747	1-800-759-7433	6010TR07355	INC.	<b>sjeDivFile</b>	<b>SchUserDate</b>
6011TR00039	1801-03-01 00:00:00	6006TR02977	4/	6010TR07968	LLC	6014TR07370	7/22/2014 0:00

## Data Conversion Utility – audit

```
1 --Audit Counts 9/10/2015 Tulare-Conv is from eCourt production
2
3 --Case
4 Use [Tulare-Stage]
5 select count (*) from sjeCase WHERE CasType like '9%' -- 817145
6 use [Tulare-Conv]
7 select count (*) from ecourt.tCase -- 817145
8
9 --SubCase
10 Use [Tulare-Stage]
11 select (select count (*) from sjeSubCase where subsubent in ('APD','APP','CRM','MHP')) +
12 (select count (*) from sjeCase where casType not like '9111%' and casType not like '91211%' and casType not like '91212%' and casType !=
13 '911310' and casType != '911410' and casType != '991150' and casType != '991160') as SubCaseCount -- 838263
14 use [Tulare-Conv]
15 select count (*) from ecourt.tSubCase -- 838263
16
17 --Vehicle
18 Use [Tulare-Stage]
19 select count (*) from sjeVehicle -- 401903
20 use [Tulare-Conv]
21 select count (*) from ecourt.tVehicle -- 401903
22
23 --Charge
24 Use [Tulare-Stage]
25 select count (*) from sjeCharge where ChgSubEnt = '' or ChgSubEnt is null and ChgParentEntType != 'CHG' -- 1878648
26 use [Tulare-Conv]
27 select count (*) from ecourt.tCharge -- 1878648
28
29 --Amended Charge
30 Use [Tulare-Stage]
31 select count (*) from sjeCharge where ChgParentEntType = 'CHG' -- 155612
32 use [Tulare-Conv]
33 select count (*) from ecourt.tAmendedCharge54 -- 155612
34
35 --Court Supervision
36 Use [Tulare-Stage]
37 select count (*) from sjeSubCase where SubSubEnt = 'SUP' -- 724
38 use [Tulare-Conv]
39 select count (*) from ecourt.tCourtSupervision -- 724
40
41 --Under Submission
42
```

## JTI Conversion Review

JTI will perform preliminary review in the Conversion Environment to look for:

- Any exceptions and data integrity errors as identified by the DCU
- Spot check data in the application to look for any obvious errors (Internal Testing)

Upon completion of Smoke Testing the conversion, JTI will provide a database backup of the converted data (eSuite Conv) into the Client's Conversion Review Environment.

## Client Conversion Review

The Client will perform User Acceptance Testing (UAT) of the converted data to verify that the data has been converted per the signed-off Testing Specifications and mapping documents.

## Client Documents Issues

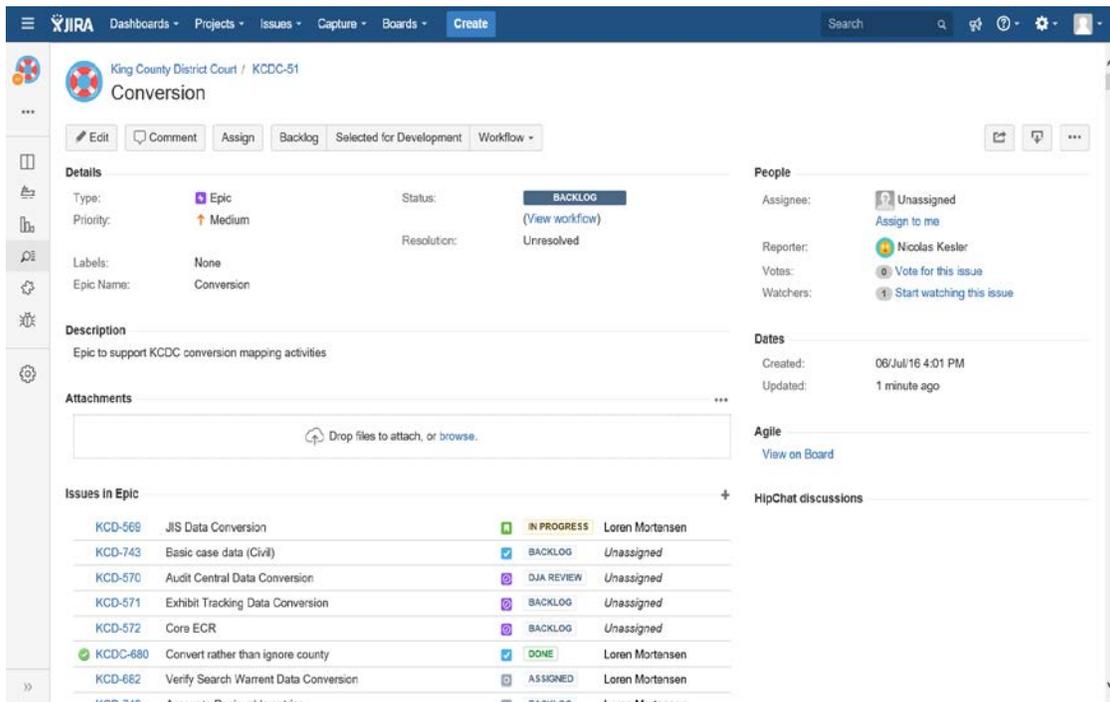
JTI utilizes JIRA for documenting and tracking conversion issues. The Client will provide written feedback according to the testing via the use of JIRA.

- a) If the issue is related to missed logic defined in the signed-off mapping documents, it will be fixed in the next conversion iteration for review.
- b) Any newly identified requirements will need to result in Change Requests documented by the JTI Project Manager.

- c) When the iteration meets the signed-off mapping documents and no outstanding Change Requests exist, the JTI Project Manager will request final sign-off on the conversion from the Client.

 Note: Data clean-up activities should occur as part of the Legacy Data Export activities performed by the Client. The JTI Delivery team will create JIRAs to document data errors that surface during the data conversion and will work with the Client to discuss, determine solutions, and document strategies for dealing with bad data (i.e., fixing data manually, putting data that does not fit into a note field, etc.) Decisions will be documented in either the Data Mapping documents or JIRAs.

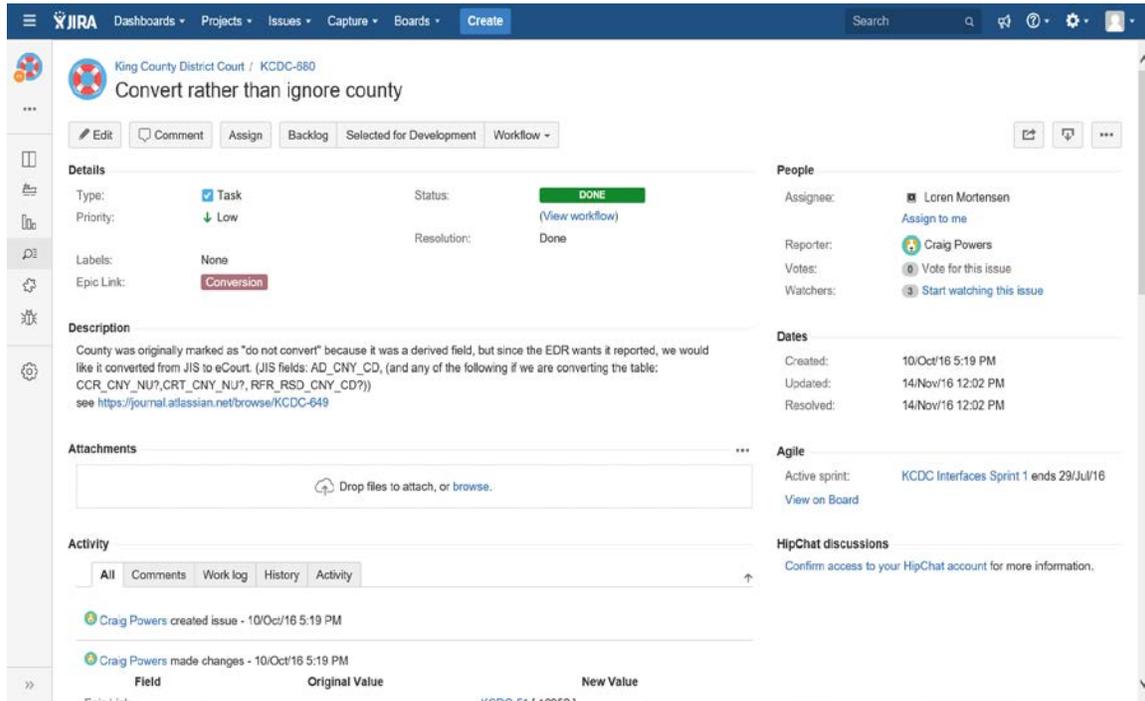
*JIRA epics for conversion issues*



The screenshot shows a JIRA epic page for 'Conversion' in the 'King County District Court / KCDC-51' project. The epic is currently in 'BACKLOG' status. The description is 'Epic to support KCDC conversion mapping activities'. Below the description, there is an 'Attachments' section with a 'Drop files to attach, or browse.' prompt. The 'Issues in Epic' section lists several issues with their IDs, titles, and statuses:

Issue ID	Issue Title	Status	Assignee
KCD-569	JIS Data Conversion	IN PROGRESS	Loren Mortansen
KCD-743	Basic case data (Civil)	BACKLOG	Unassigned
KCD-570	Audit Central Data Conversion	DJA REVIEW	Unassigned
KCD-571	Exhibit Tracking Data Conversion	BACKLOG	Unassigned
KCD-572	Core ECR	BACKLOG	Unassigned
KCDC-680	Convert rather than ignore county	DONE	Loren Mortansen
KCD-682	Verify Search Warrant Data Conversion	ASSIGNED	Loren Mortansen
KCD-748	Associate Disposition activities	BACKLOG	Loren Mortansen

*Conversion card issue detail*



From Detailed Project Work Plan - Data Conversion

Task Name	Category	Resource Names
Provide Data Conversion Approach and Strategy	Conv	JTI
Approve Data Conversion Plan	Conv	Court
Prepare Environment for Source Data Analysis	Conv	Court
Create Data Description Document for Source Data	Conv	Court
Template for Source Data	Conv	Court
Technical environment (operating system and database platform)	Conv	Court
Database type (relational or hierarchical)	Conv	Court
Data elements	Conv	Court
Data formats and standards	Conv	Court
Data volume	Conv	Court
Vendor or other relevant contact information	Conv	Court
Data dictionaries (ERD Diagrams);	Conv	Court
Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database	Conv	Court
Future disposition of the legacy system (whether it will be	Conv	Court

decommissioned or maintained)		
Analyze Data Sources	Conv	JTI / Court
Steps for Analysis	Conv	JTI / Court
JTI and the Agency will analyze the source data, assess the quality of the data and identify risks that may affect data conversion activities/outcomes. Any scrubbing/cleansing of data will need to be performed at the source database level by the Agency.	Conv	JTI / Court
Data integrity issues	Conv	JTI / Court
Recommendations for the extent of inclusion of data source/data element in the conversion	Conv	JTI / Court
Identify and document issues, risks and barriers that may interfere with the data conversion work stream	Conv	JTI / Court
Propose recommendations and options for mitigating the identified risks	Conv	JTI / Court
Create and Approve Data Conversion Strategy Document	Conv	JTI / Court
Create Conversion Testing Specification Document	Conv	Court
Content of Document	Conv	Court
Data integrity analysis and cleansing methodology	Conv	Court
Data validation methodology	Conv	Court
Timing, sequencing and coordination of the data conversion tasks	Conv	Court
Amount of data (i.e., how far in the past data will be converted)	Conv	Court
The data mapping between each of the source databases and the staging database	Conv	Court
The data mapping between the staging database and eCourt	Conv	Court
All transformations that need to be done between the source database and staging and between staging and eCourt	Conv	Court
Source data filtering rules, including data elements to filter out	Conv	Court
Source data attributes used to identify duplicate data from multiple data sources	Conv	Court
Strategy to merge duplicate data from multiple data sources	Conv	Court
Source data load sequence and dependencies	Conv	Court
Storage requirements for data to be converted	Conv	Court
Conversion procedures	Conv	Court
Prepare Data Conversion Environment	Conv	Court
Create and Approve Data Conversion Specification Document	Conv	JTI / Court
Approve the Data Conversion Specification Document	Conv	Court
Update Project Work Plan and Schedule	Conv	JTI / Court
First Conversion	Conv	JTI
Create Conversion Scripts	Conv	JTI

Steps for Scripts	Conv	JTI
Extract source data	Conv	JTI
Validate the completeness of extracted data	Conv	JTI
Transform, cleanse, filter out, and merge source data	Conv	JTI
Map source data to the staging database	Conv	JTI
Load source data into the staging database	Conv	JTI
Validating converted data	Conv	JTI
Run First Full Conversion	Conv	JTI / Court
Test Conversion and Report deficiencies that are not in compliance with the testing specification document	Conv	Court
Review Conversion Issues	Conv	JTI / Court
Second Conversion	Conv	JTI
Make fixes to Conversion Scripts	Conv	JTI
Run Second Full Conversion	Conv	JTI / Court
Test Conversion and Report deficiencies that are not in compliance with the testing specification document	Conv	Court
Review Conversion Issues	Conv	JTI / Court
Final Conversion	Conv	JTI
Make fixes to Conversion Scripts	Conv	JTI
Run Third Full Conversion	Conv	JTI / Court
Test Conversion and Report deficiencies that are not in compliance with the testing specification document	Conv	Court
Approve Data Quality Assessment Reports, including risks	Conv	Court
AFTER CLIENT APPROVAL, CONVERSIONS READY TO GO-LIVE	Conv	Court/JTI

## ATTACHMENT B TO EXHIBIT 5

### ECOURT ARCHITECTURE

*eCourt* is an n-tier, web-based application developed on Java Enterprise Edition (JEE) platform, an industry standard. A principle reason of choosing JEE is that it provides a superior match of cross-platform flexibility and performance relative to competing application environments. As a result, you can leverage your existing software investments.

The core design pattern of *eCourt* is the Model-View-Controller (MVC) pattern, a proven, established methodology of architecting enterprise web applications. MVC separates design concerns (data persistence and behavior, presentation, and control), decreasing code duplication, centralizing control, and making the application more easily modifiable.

The software architecture consists of the following components:

- ***Application Layer*** - See below for detailed description of the main Application architecture.
- ***Client Layer*** - This consists of the various web-enabled devices (desktop PC's, notebooks, iPhones, PDAs, etc.), the browsers installed on them as well as any 3rd party applications installed on them. Since *eCourt* uses standard Javascript/AJAX throughout the application, the clients may use Internet Explorer, Firefox or Chrome on all workstations throughout the organization (including branch offices, etc.). We use current html versions and avoid the use of technologies like Flash which may introduce security vulnerabilities. In addition, On the other hand 3<sup>rd</sup> party applications can communicate with *eCourt* through the built-in Web Services APIs (see below).
- ***Data Layer*** - This includes the relational database (RDBMS) and the storage media supporting it. *eCourt* is database agnostic through the use of the Hibernate framework (details below). *eCourt* does not use triggers, cursors, stored procedures or any other database objects whose functionality may change across database platforms. *eCourt* employs a relational database model with referential integrity strictly enforced. *eCourt* indexes the baseline fields needed for general use. However, due to the configurable nature of *eCourt*, system administrators are free to create indexes on additional fields as they see fit.

#### **Application Layer Architecture**

The Application Layer is composed of many modules, such as the data access layer, customizable metadata, security, configurable screens and searches, workflow, business rules, conditions, cash receipts, assessment engine, calendaring, minutes, directory, reports, document management, dashboard, etc. Below is a brief description of some of the most important modules that make-up *eCourt*'s architectural back-bone.

- ***Data Access*** – The Data Access module is the lowest layer in the application and is in charge of handling all communication with the DBMS. *eCourt* uses the prominent open source Hibernate framework as the main method for query execution and persistence management. Hibernate manages the connection to the database and provides

object/relational persistence and query services. The use of Hibernate also ensures that eCourt is database agnostic – it can run on Microsoft SQL Server, Oracle or MySQL. Hibernate also provides other important performance benefits such as built-in entity and query caching.

- **Metadata** – Customizable Metadata is an abstract layer right above the Data Access layer and is in charge of providing information about all the entities in the system to other modules such as Screen Builder or the REST API. This module enables clients to extend eCourt baseline tables (entities) and add completely new fields, tables and relationships to the system without the need of additional development or eCourt upgrades. This functionality allows clients to exactly meet their present and future data requirements. All the features provided by other modules, such as the Screen Builder, the Searches or the REST API, are equally available for these custom entities as they are for built-in entities.
- **Security** – See below in the security section.
- **Screen Builder** – The Screen Builder is one of the most often used administrative tools in the system. It not only gives clients control of the data being displayed on case-management screens, but also provides functionality to display the data in different views and styles (columnar vs. tree, grouping, different colors and icons, etc).
- **Searches & Reports** - eCourt ad hoc reporting is done through its powerful configurable searches. eCourt searches are built using eCourt’s custom search builder. The search builder provides an easy to use user interface for constructing both the search criteria and search results. Building searches does not require database knowledge and can be done in real time. Users can save commonly used search criteria, these “saved searches” can be displayed on the user’s dashboards where they can be opened or run in one click. Each criteria field can be filtered using various operators, such as equals, greater than, less than, soundex, contains with wildcard support, and many more. Date differences, day of week, month, year, and other standard date functions are available when building criteria and results.

From the search results users can select multiple results then execute bulk operations, such as reschedule event, update cases, update addresses, adding of attorneys, etc. The user can easily sort the search results by clicking the column headers and pagination size of the results can be controlled user. Search results can also be exported in multiple formats, including: Excel, XML, CSV, PDF, and RTF.

eCourt searches can be made into drill down searches by grouping on various search results. When grouping various aggregate functions are available, for example: averages, counts, maximums, minimums, and summations. Result data can also be pivoted to more advanced layouts.

In cases where searches can provide the desired report, eCourt also has a built-in support for Jasper Reports and Crystal Reports engines. These engine makes it possible to design

professional looking reports, then register the report in eCourt which can then be run against the live data or on the reporting database.

In addition to on the spot execution of reports and searches they both can be setup on a schedule (ex: weekly, monthly, annual, etc.). eCourt will automatically run these scheduled report / searches then the results will be emailed or posted on the appropriate user's dashboard.

- ***Conditions & Business Rule Engine*** – eCourt condition engine is a custom, forward chaining processor built using a “best practices” approach for processing production/inference rules. These types of rules are used to represent behaviors of the type IF condition THEN action. For example, “IF pending charges still exist, THEN the case cannot be disposed”. The key aspect of the business rule engine is that through a web administrative interface, clients can create and manage business rules in real-time without changing the underlying code.

eCourt also contains a complete business rule engine. This engine allows for easy management of custom rules. eCourt includes standard business rules for automatic notice generation, automatic scheduling, official assignment, and many more. Users can modify these existing rules or create new rules using the user-friendly Groovy scripting language. Also, eCourt interface allows for rules to be executed in test / debug mode, for rapid development.

- ***Workflow Engine*** – eCourt’s workflow engine allows for the processing of business procedures or "workflows" during which information or tasks and documents are passed from one participant to another in a way that is governed by rules or procedures. The workflow processor has complete access to the business rule engine to carry out all automated functions. By design, the workflow engine can exist on separate, dedicated clustered servers to increase efficiency.

In addition to access to data elements the workflow engine can provide document manipulation services such as automated signing and stamping of documents.

eCourt also includes a workflow management console, which provides a complete view of all tasks inside a work queue and allows for modification to a single task or multiple tasks at once. Each work queue management screen contains a summary at the top of the page that details all open tasks for the queue along with the following: number of high priority tasks, number of unassigned tasks, number completed today, number received today, number past due, number due today, number due tomorrow, number due in two to three days, the number of tasks aged fifty to seventy-five percent, number of tasks aged over seventy-five percent, and how the queue is performing compared to the pre-configured tolerance levels. The statistics are provided for the entire work queue and also broken down by individual participating in the queue.

- ***Web Services and API*** – See Integration.

- **Dashboard** - The dashboard consists of multiple gadgets. Each user in the system can choose what gadget they wish to display on their dashboard and how they are organized. The gadgets can be organized in several layouts. eCourt also has built in user based color schemes, enabling each user to choose look and feel they are most comfortable with. Gadgets can be rearranged by simply dragging them into position. Some of the currently supported gadgets are: saved searches, assigned cases, upcoming events, recent cases, embedded reports, work flow assignments, agency news, recently archived reports, embedded calendar, notepad, etc.

eCourt dashboard is complete implementation of java portlet specification (JSR-168). The dashboard implementation based on an open standard allows for rapid development of future gadgets and allows for clients extend eCourt's dashboard and develop their own gadgets.

### **Virtualization**

On the server side eCourt can run on bare hardware, as well as inside Virtual Machines, such as VMWare or Microsoft HyperV. eCourt could also be fully hosted on the cloud such as Amazon's AWS.

On the client side, since the main requirement is a simple web browser such as Internet Explorer or Chrome, the users' Desktop environments could be virtualized in to fit the agency's IT infrastructure. No additional client server is typically required for eCourt.

### **Integration with Other Systems**

The ability to effectively exchange information between information systems is critical to the success of integrated justice information systems (IJIS). In older systems, APIs would be hard-coded for each integration point. This means every time the agency needed to send data to another justice agency these integration points would have to be hard coded. These hard-coded information exchanges are normally very expensive to develop and maintain and cannot be readily adapted to meet new requirements for information sharing including the ability to handle new information exchanges or to adapt to new standards.

eCourt uses an Enterprise Service Bus (ESB) to manage and monitor data exchange between systems using their native APIs. An ESB is fundamentally an architecture. It is a set of rules and principles for integrating numerous applications together over a bus-like infrastructure. The core concept of the ESB architecture is that you integrate different applications by putting a communication bus between them and then enable each application to talk to the bus using a common, pre-agreed upon language. This decouples systems from each other, allowing them to communicate without dependency on or knowledge of other systems on the bus.

eCourt's API utilizes the configurability of our Metadata layer and the Form Builder to allow dynamic API calls. With our configurable API, systems administrators can configure a brand-new data hierarchy and make it available to other departments when unique interface requirements arise. So instead of waiting weeks (sometimes months) for new API functions to be hard coded

into the system, these functions can be rapidly prototyped, tested, and deployed without any new code.

- The eCourt API is implemented using a standard SOAP based HTTP communication which allows third party systems to communicate with eCourt in a generic XML format. It eliminates the need for third party systems to understand eCourt's Java backend. The WSF complies with SOAP 1.1, and WSDL 1.1 (Web Service Description Language), and WS-I Basic Profile v1.1 specifications. A complete REST API is also available.
- While the web services framework is robust and efficient in dealing with third party integration, Journal Technologies will meet with administrators to provide an alternative to systems that cannot work with web services protocols such as interfaces to an IVR system. Journal Technologies will likely provide a library of eCourt functions available for C.R.U.D. (C - Create, R - Retrieve, U - Update, D - Delete) utilities dealing with entities and data in eCourt. This hard-coded API can be consumed in either its Java format (jar files), in other Java systems, or by non-Java based systems such as .NET or VB6 by creating a JAVA-COM bridge which allows .NET developers to utilize the eCourt functionalities straight into their code.
- eCourt's workflow engine supports the configuration of triggers (such as the entry of a disposition on a case, a request for a bench warrant, or the entry of a probation violation) that can initiate an information exchange with another information system. Triggers can be conditioned to ensure that the information exchange occurs only under specific circumstances and the information exchanges can either be directly sent to the other information system or routed to a queue where they can be manually reviewed before being released.
- The full slate of business rules and validations are available to all transactions as if they were screens from within eCourt itself. Open and Loosely Coupled Database - eCourt utilizes an open source module called "Hibernate" as the main method for query execution and persistence management. Hibernate is a high performance object/relational persistence and query service for Java. Hibernate manages the connection to the database keeping eCourt portable to all SQL databases. Although we generally propose Microsoft SQL Server, you can use any major JDBC-compliant database platform (Oracle, MySQL, etc.). For more information about Hibernate, go to <http://www.hibernate.org>.

eCourt is also compatible with the Citrix network, Microsoft Active Directory and LDAP.

## *Security*

eCourt has constructed a sophisticated security paradigm based on the Spring Security Framework (<https://spring.io/projects/spring-security>). This approach allows administrators to design their own flexible operational hierarchies of security levels using criteria such as agency, case type, role, etc.

All application objects (system functions or tasks, cases, business rules, forms, reports, etc) are passed through a security audit to check user privileges before proceeding with a transaction.

Additionally, eCourt allows for a number of sensitivity settings for case data including private, sealed confidential, and medically sensitive. Other points concerning security:

- eCourt supports multiple methods of authentication, including Microsoft Active Directory and LDAP, Single Sign-On, OAuth2. eCourt also supports Remember-Me authentication, which allows the user to forgo the login prompt for a period of time when logging into eCourt. Two-factor authentication is also supported.
- Multiple configurable password policies are supported, such as expiring passwords after [n] days, not allowing password reuse, minimum length and other strength measurements of passwords, etc. Password resetting is done through configurable secret questions. Passwords are never sent through email or any other means; they are only reset based on one-time tokens.
- An administrator defined timeout period can optionally cause the system to disconnect users who have been inactive for a set period of time.
- eCourt validates that web application inputs to prevent against SQL injection or cross-site scripting attacks.

The following concepts are used in eCourt's security:

**User:** A user is anyone who has access to the system. Users are authorized to perform tasks based on the group they belong to. Additionally, Access Control Lists (ACLs) can be used to grant special permissions to individual users.

**Group:** Groups are collections of users. Every user must belong to a group but cannot belong to more than one group. All rights (“Authorizations”) to perform tasks are set at the group level. However, users of a group may not always have the exact same permissions to a resource because ACL entries may give them special permissions.

**Authority:** Authorities are defined by the system administrator and determine the access rights to resources (such as URLs, Tasks, Forms, etc.). Then groups are granted authorities. Each group can have multiple authorities granted to them.

**Seals:** Cases or documents can be sealed by inserting a seal record into the case or document. In addition to permanent seals, eCourt supports sealing for a limited period of time by setting their start and finish dates.

The agency administrator can add permission to access sealed cases and documents to an existing authority or to an authority specifically created for this purpose. Then that authority can be granted to a user (through the user's group). Users with such authority can access sealed cases and documents.

**Access Control List (ACL):** ACLs are used for handling instance (or record) level security. Each secured object in the system may have an ACL. Objects can inherit ACLs from their parent objects (e.g. a Sentence can inherit ACLs from its parent Charge).

**Security Rules:** In cases where special security requirements cannot be satisfied with the built-in security methods, eCourt provides hooks for writing custom business rules granting or denying access for specific situations.

**Access Levels:** Access levels are another way to handle instance (or record) security and might be easier to configure and use than ACLs. Each authority in the system can be configured with an access level from 0 to 50. Each secured object can also be assigned a security level from 0 to 50. eCourt will then check and prevent access to an object if the user has no authority with high enough access level for the corresponding object.

**URL security:** eCourt also allows securing any page in the system based on its URL. This is perhaps the easiest way to configure security to prevent unauthorized access to certain areas of the application. For example, it can be used to prevent non-administrator users from ever getting to administrative pages.

A key part of any security implementation is the prevention of malware infiltration. eCourt functions with all standard anti-virus or anti-malware programs.

## Encryption

- **Communication** – To ensure full end-to-end encryption of all communication between eCourt and the clients (either users' workstations or 3<sup>rd</sup> party applications), eCourt should be run under https. It is our strong recommendation to run eCourt with only with https protocol enabled. The eCourt Installation Manual provides detailed step-by-step instructions on how to correctly configure the TLS/https settings for eCourt.
- **Passwords** – To ensure that passwords will not be lost even in the event of a data breach, eCourt saves the user passwords in the database using the strong BCrypt hash algorithm. This algorithm incorporates additional features (such as built-in salt and variable number of rounds) that makes it resistant to brute-force attacks.
- **Other Secrets** – To provide interoperability with external services such as Microsoft Exchange or Google Calendar, eCourt allows the users to save their passwords for these system as part of their user profile in eCourt. These passwords are encrypted in the database using the standard *PBEWithMD5AndDES* algorithm. The master password for this encryption algorithm can be saved in a protected storage provided by the host operating system. The master password can also be rotated periodically by the system administrator to provide additional safety for these saved secrets.
- **Encryption for data at rest** – eCourt can encrypt specific database columns on demand. However eCourt itself does not provide ways to encrypt the entire database. The vendor of the DBMS can provide options for encrypting the entire database or the database can use disks encrypted by the host operating system.
- **Encryption of documents** – When using eCourt's built-in Document Management System, the actual document files are stored on the filesystem. eCourt does not currently encrypt

individual documents. If document encryption is necessary, the document storage can be configured to use a disk or folder that is encrypted by the host operating system.

### **Auditing, Monitoring, Logging**

- ***Audit Logs and Version Tables*** - The audit-logging feature in eCourt is an essential part of the administration of the system. eCourt provides full audit-logging capabilities for all the domain objects. The database contains version tables for each entity, where the modification of the data (“Create”, “Update”, and “Delete”) is recorded. This includes information about the user, the time, the action that was performed (“Create”, “Update”, “Delete”), the name and the record number of the affected entity, the IP number of the client browser, etc. Additionally, these changes are grouped by database transactions, that they were part of. The version tables are useful not only for auditing purposes, but also for recovering accidentally changed or deleted information.
- ***Application Logs*** - As part of normal operations eCourt writes lots of log messages (error, debug, info, and warning) into log files. The log files are important for troubleshooting issues that are not easy to reproduce. The log files are restricted in size and in number, and are automatically rotated by eCourt. These ensures that there will be enough information in the log files when needed and also allows controlling the amount of space the log files will take on the disk. Similarly, the application also generates access log files, that contain information about the time and the duration of access as well as the resource accessed.

eCourt also logs and keeps track of other metrics during normal operations. For example all searches, reports, business rule executions are logged into appropriate database tables, including detailed timing information. This type of logging is useful both for auditing, but also for finding out slow running searches, reports or rules, and give us the opportunity to optimize them. They also provide a good way of detecting system performance regressions over time or from version-to-version.

- ***Monitoring*** - eCourt has built-in tools for self-monitoring, such as system memory or CPU use. However, it’s typically better to use 3<sup>rd</sup> party tools for monitoring the system externally, as they provide a more independent view of the system. There is a vast selection of 3<sup>rd</sup> party tools – both free and commercial - to monitor a standard Java web application running under the standard Tomcat application server. All of these tools can be directly used with eCourt. We are also working with independent vendors that can provide monitoring both for our cloud solutions as well as customers who are hosting on their own.

***END OF EXHIBIT 5***

## **EXHIBIT 6**

### **STATEMENT OF WORK (MODEL)**

*Exhibit 6, Statement of Work will serve as the model Statement of Work for each Participating Addendum.*

## **1 Statement of Work**

### **1.1 Scope of Work**

1.1.1 Contractor shall provide a working, integrated Case Management System (eCourt) that meets the technical and functional requirements set forth in this Agreement and in the time specified in the Participating Addendum and this Statement of Work. The scope includes case management software, licensing, implementation services, data conversion, network and infrastructure recommendations, maintenance and support required to support the court as further described herein. Failure to meet any of the requirements remains Contractor's responsibility and must be remedied at Contractor's expense.

1.1.2 Court is responsible for backups of any software developed as part of the project.

1.1.3 Contractor is responsible for internal quality control of all deliverables at no additional cost to Court. Court may engage its own quality assurance consultant to advise Court, and in such event Contractor shall cooperate with Court's consultant in providing information about the Project.

1.1.4 The general scope of the services to be provided by Contractor under this Agreement includes the provision of all of the work necessary on the part of Contractor to successfully implement the eCourt Case Management System.

## **2 TASKS AND ASSOCIATED DELIVERABLES**

### **2.1 Deliverables**

2.1.1 Contractor will work with Court to produce the deliverables listed in this Section 2. The following table summarizes the tasks and deliverables that Contractor and Court will be required to perform to successfully complete the implementation.

Deliverable		Description and Acceptance Criteria
<b>Project Management and Planning</b>		
1	Project Plan	<p>The Project Plan will describe the implementation approach as well as the tasks required to complete the implementation. The Project Plan will also include:</p> <ul style="list-style-type: none"> <li>● Contractor Project Team members</li> <li>● Court Roles and Responsibilities</li> <li>● Contractor Roles and Responsibilities</li> <li>● Timeline, milestones/deliverables</li> <li>● Change Management Plan</li> <li>● Risk Management Plan</li> <li>● User Acceptance Testing Plan</li> <li>● Training Plan</li> <li>● Communication and Escalation Procedures</li> </ul> <p><b>Acceptance Criteria:</b></p> <p>This deliverable is complete when Court has reviewed and approved the Project Plan.</p>
2	Project Timeline	<p>Using Project Plan components from deliverable 1, Contractor will work with Court to create a Work Breakdown Structure (WBS) for the project. The WBS will detail tasks, resource assignments, estimated durations, and any task dependencies to analyze critical path and develop a timeline for the project.</p> <p>Contractor Project Manager will work with the Court to continually re-assess the project's critical path and recommend actions needed to meet the project's scheduled goals. Contractor Project Manager will update the Project Timeline as needed and as mutually agreed upon throughout the course of the project.</p> <p><b>Acceptance Criteria:</b></p> <p>The initial Project Timeline is complete when Court has reviewed and approved the schedule.</p>
3	Preliminary Business Analysis/Gap Resolution Document	<p>Contractor will provide an overview of the eCourt product and will participate in meetings with the Court to understand high-level requirements, priorities and existing team and reporting structure within the court. Contractor will work with Court to identify any gaps between the product and the Court's business processes and workflows. These gaps will be documented in a Gap Resolution Document.</p> <p>Individual requirements within the Gap Resolution Document must be verifiable and attainable. They must also be clearly written and have a clear priority (Must, Should, Could, Will Not) and should focus on the problem or objective rather than a proposed solution.</p> <p>The Gap Resolution Document as a whole must be complete and consistent</p>

		<p>and should be organized in such a way as to provide sufficient context for each individual requirement.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when Court has reviewed and approved the Gap Resolution Document.</p>
<b>Installation and Configuration</b>		
4	Infrastructure Assessment	<p>Contractor working with the Court will develop and document an infrastructure Assessment Plan and template for assessing all components of the Court's technical infrastructure. Contractor will review the infrastructure assessment for all technical components for the Court and make recommendations on specific areas that may need to be upgraded, standardized or secured.</p> <p><b>Acceptance Criteria:</b></p> <p>This task is complete when the documented results are presented to the court with an assessment of required hardware as well as the network infrastructure required at a minimum for rollout.</p>
5	Staging Environment Setup	<p>Contractor will assist with the installation of the base software system. This will include installation of the database, webserver, and web portal in both a staging and test environment.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when Court resources can successfully login to the staging and test eCourt and portal environment.</p>
6	System Configuration	<p>Contractor will assist the Court to configure the system to meet the requirements outlined in the Gap Resolution and Interface Specification Documents.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the configured base software demonstrably meets the requirements outlined in the Gap Resolution and Interface Specification Documents and Court provides final acceptance of eCourt-</p>
7	Configuration Testing	<p>Contractor will assist the Court to test system configuration against the requirements outlined in the Gap Resolution Document.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity will be considered complete upon final acceptance of eCourt.</p>
8	Production Environment Setup	<p>Contractor will assist with the installation of the base software system. This will include installation of the database, webserver, and web portal in a production environment.</p> <p><b>Acceptance Criteria:</b></p>

		This activity is complete when Court resources can successfully login to the production eCourt environment.
<b>Data Migration</b>		
9	Data Conversion Plan	<p>The Data Conversion Plan provides the strategy for implementing contracted data conversions from legacy source data to eCourt including:</p> <ul style="list-style-type: none"> <li>● Definitions of key terms and concepts</li> <li>● Roles and Responsibilities for both Contractor and Court resources</li> <li>● Prerequisites for data conversion activities</li> <li>● Detailed description of the data conversion processes (including data mapping, issue/question tracking, testing, etc.)</li> <li>● Breakdown of databases and data elements to be converted</li> <li>● Data conversion schedule</li> </ul> <p>The eCourt Data Conversion Plan will be utilized to complete the following high-level tasks.</p> <p>Data Mapping</p> <ul style="list-style-type: none"> <li>● Court, with Contractor’s assistance, will map the data</li> <li>● Court, with Contractor’s assistance, will map the documents</li> <li>● Court, with Contractor’s assistance, will determine the logic for financials</li> </ul> <p>Data Conversion Development</p> <ul style="list-style-type: none"> <li>● Contractor will develop data conversion logic</li> <li>● Contractor will convert data</li> <li>● Contractor will complete initial conversion testing</li> </ul> <p>Data Conversion Test</p> <ul style="list-style-type: none"> <li>● Court will test the converted case data in eCourt, including comparing with the legacy source database</li> <li>● Court will verify that remaining balances on invoices are distributed correctly.</li> </ul> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has reviewed and approved the Data Conversion Plan.</p>
10	Data Conversion	<p>Contractor will convert and migrate Court legacy source historical data into the eCourt target data files and tables in accordance with the Data Conversion Plan and approved Data Mapping Document.</p> <p><b>Acceptance Criteria:</b></p> <p>The activity is complete when the Court has tested, validated, and accepted the data conversion results.</p>
11	Data Conversion Test Plan	<p>Contractor will work with Court to develop a script that can be used to test the data conversion results. This plan should include a set of test cases as well as a description of the specific test scenario and the expected result for each test case.</p> <p><b>Acceptance Criteria:</b></p>

		This activity is complete when the Court has reviewed and approved the Data Conversion Test Plan.
12	Data Conversion Test Cases	<p>Contractor will work with Court to identify and document cases that will be used for testing the data conversion. Test cases should include at least one case for each case type or data scenario handled in the conversion.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when Court has reviewed and approved the deliverables.</p>
13	Data Conversion Testing	<p>Contractor will work with Court to test data conversion results using the Data Conversion Test Plan and Data Conversion Test Cases.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity will be considered complete upon final acceptance of the data conversion.</p>
<b>Interfaces</b>		
14	Interface Specification Documents	<p>In addition to the Gap Resolution Document and the Data Conversion Plan, Contractor will work with the Court to develop specification documents for each of the contracted interfaces included in the project. Each specification document will include:</p> <ul style="list-style-type: none"> <li>● Data elements included in the import/export</li> <li>● Triggers for the import/export</li> <li>● Strategies for handling errors</li> </ul> <p><b>Interfaces:</b></p> <ul style="list-style-type: none"> <li>● CA DMV</li> <li>● CA DOJ</li> <li>● JBSIS</li> <li>● IVR/IWR</li> <li>● FTB</li> </ul> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete the Court has reviewed and approved the Interface Specification Documents.</p>
15	Interface Development	<p>Contractor will develop interfaces in accordance with the Interface Specification Documents.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete the Court has tested, validated, and accepted the interfaces.</p>
16	Interface Testing	<p>Contractor will work with the Court to test interface development against the specifications outlined in the Interface Specification Documents.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity will be considered complete upon final acceptance of eCourt.</p>
<b>Project Phases</b>		

17	Project Phases	<p>The project phases will follow Contractor’s methodology for implementing the System:</p> <ul style="list-style-type: none"> <li>● Case Structure/Lookup Lists</li> <li>● Financial Structure</li> <li>● Data Conversion</li> <li>● Interfaces</li> <li>● Document Templates</li> <li>● Processes</li> <li>● Searches and Reports</li> <li>● eCourt Public Portal</li> </ul>
18	Case Structure	<p>We will focus on case structure first. The purpose is to ensure that the Court can capture all of the case data it requires in the system. We ignore Court processes at this point on purpose: we will not be discussing courtroom processes, FTA/FTP processes, cashiering processes, etc. Our whole focus is: do we have a place for every piece of data the Court requires, and if we don’t then we either make a place or justify why we should not. When this phase is complete, the Court will have successfully entered a sufficient number of case files representing each case type, including from initiation to disposition, to ensure that all data is being tracked. To avoid confusion, it is critical at this stage for the Court to verify that the system provides a place for and a way to enter and update every piece of data.</p> <p>1) Case Initiation, Insert Screens, Update Screens</p> <ul style="list-style-type: none"> <li>● Contractor will provide the Court with an overview of the starting point configuration.</li> <li>● Court will pull files and enter cases into the configuration. Court will thus review the configuration and provide Contractor with any necessary changes for each of the Case Initiation, Insert Forms and Update Forms. Court will enter requested changes into Contractor’s web-based Jira system.</li> <li>● Contractor will update the configuration (this includes discussions with the Court to justify changes).</li> <li>● Court will test and either approve or request updates; repeat until complete.</li> </ul> <p>2) Lookup Lists</p> <ul style="list-style-type: none"> <li>● Contractor will train Court on lookup lists values in the starting point configuration and will provide a mapping spreadsheet for the Court to map its existing values to the starting point configuration values, and add values that it wants to add to the configuration.</li> <li>● Court will provide its lookup list values for each case type (this includes discussions with Contractor).</li> <li>● Contractor will load/update the lookup list values into the System configuration</li> <li>● Court will test and either approve or request updates; repeat until complete.</li> </ul> <p>3) Document Codes</p> <ul style="list-style-type: none"> <li>● Contractor will train Court on Document Definition values, and will provide a mapping. spreadsheet for the Court to map its existing values to the starting point configuration. values, and add values that it wants to add to the configuration.</li> <li>● Court will provide its document values for each case type.</li> </ul>

		<ul style="list-style-type: none"> <li>● Contractor will load/update the document values into the System configuration.</li> <li>● Court will test and either approve or request updates; repeat until complete.</li> </ul> <p>4) Case Screens (i.e.: Folder Views)</p> <ul style="list-style-type: none"> <li>● Court will enter complete case files into eCourt.</li> <li>● Court will analyze the cases and determine if the right data is appearing in the case screens and make note of potential changes.</li> <li>● Court, JCC and Contractor will discuss any potential changes and determine whether changes should be made.</li> <li>● Court will report in the Jira system any approved updates to the folder views.</li> <li>● Contractor will make changes.</li> <li>● Court will test and either approve or request updates; repeat until complete.</li> </ul> <p>5) Directory</p> <ul style="list-style-type: none"> <li>● Contractor will train the Court on directory management.</li> <li>● Contractor will provide directory load spreadsheet (for judges, staff, rooms, attorneys, officers, etc.)</li> <li>● Court will complete spreadsheet.</li> <li>● Contractor will load the directory with the Court’s directory values.</li> <li>● Court will thereafter maintain its System directory.</li> <li>● Directory won’t be updated until the database is split from the master.</li> <li>● Court will test and either approve or request updates; repeat until complete.</li> </ul> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has tested, validated, and accepted as complete.</p>
19	Financial Structure	<p>We will next focus on financial structure. The purpose is to ensure that the court’s fines and fees are set-up to distribute according to statute, and for the Court to test to verify that all fines and fees are distributing correctly.</p> <p>1) Statute Table</p> <ul style="list-style-type: none"> <li>● Contractor will train Court personnel on statute management.</li> <li>● Contractor will provide statute table spreadsheet to Court personnel.</li> <li>● Court will complete statute table spreadsheet.</li> <li>● Contractor review statute table spreadsheet with Court, and Court will update as needed.</li> <li>● Contractor will replace the baseline system statutes with the Court’s statutes.</li> <li>● Court will thereafter maintain its statute table.</li> </ul> <p>2) Financials</p> <ul style="list-style-type: none"> <li>● Contractor will discuss fines and fees distribution configuration with Court to obtain an understanding of the requirements.</li> <li>● Court will provide chart of accounts and written breakdown of assessments.</li> </ul>

		<ul style="list-style-type: none"> <li>• Contractor will document the proposed configuration of financials and receive approval from the Court before configuration.</li> <li>• Contractor will load chart of accounts and distributions.</li> <li>• Contractor will configure assessments and update statutes based on assessments.</li> <li>• Court will test all assessments and report any issues to Contractor.</li> </ul> <p>3) Disposition Widget</p> <ul style="list-style-type: none"> <li>• Contractor will review the disposition widget with the Court.</li> <li>• Contractor/Court will determine next steps for set-up.</li> </ul> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has tested, validated, and accepted as complete.</p>
20	Document Templates	<ol style="list-style-type: none"> <li>1) Court will review its current document templates (forms) and determine which are required in eCourt.</li> <li>2) Court will provide list of document templates, including samples.</li> <li>3) Contractor will configure document templates.</li> </ol> <p>Court will test document templates</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when Contractor and Court project teams have tested, validated, and accepted as complete.</p> <p>4)</p>
21	eCourt Document Management	<p>Contractor will meet with Court to determine and configure the document management requirements to include:</p> <ol style="list-style-type: none"> <li>1) Document storage and retrieval folder structure</li> <li>2) Local and batch scanning</li> <li>3) Stamps</li> </ol> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has tested, validated, and accepted as complete.</p>
22	Workflow Processes	<ol style="list-style-type: none"> <li>1) Contractor and Court will work together to review the baseline workflows and determine if any changes are needed or additional processes are required.</li> <li>2) Contractor and Court will identify changes (the gap between baseline and Court's processes) and will determine if additional processes will be required; Contractor will document the changes.</li> <li>3) Contractor will determine time to make changes and set expectations with Court around impact to schedule.</li> <li>4) Contractor and Court will review the Court's Courtroom process: check-in / prosecutor / judge / minutes / check-out.</li> <li>5) Contractor will document configuration requirements with Court's assistance.</li> <li>6) Court will approve workflow requirements, and Contractor will configure.</li> <li>7) Court will test workflow processes.</li> </ol>

		<p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has tested, validated, and accepted as complete.</p>
23	Searches and Reports	<ol style="list-style-type: none"> <li>1) Contractor will review existing searches and reports with Court.</li> <li>2) Court will determine additional searches and reports it needs, plus detailed requirements.</li> <li>3) Contractor will configure the additional searches and reports.</li> <li>4) Court will test and either approve or request updates; repeat until complete.</li> </ol> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has tested, validated, and accepted as complete.</p>
24	eCourtPublic Portal and ePay-it (Optional Component: Court may choose other 3 <sup>rd</sup> party payment vendor as specified in RFP response)	<ol style="list-style-type: none"> <li>1) Contractor will demonstrate the functionality to the Court’s personnel for evaluation.</li> <li>2) Contractor will then implement the necessary Portal configurations for traffic payments.</li> <li>3) Once Contractor completes the initial configuration, Court will begin acceptance testing against the functionality defined in the uses cases. Issues will be reported to Contractor and the appropriate configuration changes will be made.</li> <li>4) Court will conduct load and performance testing on the Portal servers. Contractor will provide assistance as requested by the Court’s technical personnel.</li> </ol> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has tested, validated, and accepted as complete.</p>
25	User Acceptance Testing	<p>Court will provide a team of users to conduct acceptance testing and document any identified defects.</p> <p>Contractor will work with Court to train users on testing objectives and practices as well as expected results. Contractor will also work with Court to evaluate and prioritize defects found during acceptance testing and to resolve defects according to priority.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity will be considered complete upon final acceptance of eCourt.</p>
<b>Knowledge Transfer</b>		
26	Knowledge Transfer Plan	<p>Contractor will work with Court to develop a knowledge transfer plan that includes:</p> <ul style="list-style-type: none"> <li>● A strategy for training administrators as well as end-users</li> <li>● A plan for delivering the system documentation required for Go-Live (Administrator Guide, End User Guide, etc.)</li> </ul>

		<ul style="list-style-type: none"> <li>• Role and responsibilities for Contractor and Court resources in the executing the knowledge transfer plan.</li> </ul> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete the Court has reviewed and approved the Knowledge Transfer Plan.</p>
27	Administrator Training	<p>Contractor will provide eCourt administrators identified by the Court training on the configuration and maintenance of the system. Training may be conducted either online or onsite as agreed upon Contractor and Court project teams.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court agrees that eCourt administrators have been trained sufficiently for Go-Live.</p>
28	End User Training	<p>Utilizing the strategies outlined in the Knowledge Transfer Plan, Contractor will work with the Court to ensure that the Court's end users receive sufficient eCourt training prior to Go-Live.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court agrees that end users have been trained sufficiently for Go-Live.</p>
29	Technical Specifications Document	<p>Contractor will provide a Technical Specifications Documentation that describes the technical architecture of eCourt including relational database design, table layout descriptions, and hardware specifications.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has reviewed and approved the Technical Specifications Document.</p>
30	Administrator Guide	<p>Contractor will provide an Administration Guide that describes the steps necessary to enable Court staff to support and maintain the solution in production from an administrative perspective.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when the Court has reviewed and approved the eCourt Administrator Guide</p>
31	End User Guide	<p>Contractor will provide a baseline End User Guide that describes the day-to-day operation of the eCourt product from the perspective of the end user. The Guide should cover sign on and sign off sequences, menu operation, screen descriptions, means of invoking on-line help tools. Court to develop its own End User Guide, using the baseline guide as a starting point.</p> <p><b>Acceptance Criteria:</b></p> <p>This activity is complete when Court has reviewed and approved the deliverable.</p>
32	Report Documentation	<p>Contractor will provide samples of all standard forms and reports with narrative descriptions of all fields displayed on the report, input parameters</p>

		and an explanation of how to execute each report.  <b>Acceptance Criteria:</b>  This activity is complete when Court has reviewed and approved the complete set of forms and reports.
<b>Deployment</b>		
33	Go-Live Plan	Contractor will work with the Court to develop a Go-Live Plan that includes a detailed schedule of tasks needed to efficiently and effectively move the application from the pre-production (development) environment to the production environment. The Go-Live Plan should also outline a back-out and recovery process as a precaution against unforeseen problems with deployment.  <b>Acceptance Criteria:</b>  This activity is complete when the Court has reviewed and approved the Go-Live Plan.
34	Final System Acceptance	The eCourt system will be accepted when the Court signs the Final Acceptance and Sign-Off Form. Court will sign acceptance prior to Go-Live.  <b>Acceptance Criteria:</b>  This activity is complete when Contractor receives the signed Final Acceptance and Sign-Off Form.
35	CMS Production Deployment	Following the strategies outlined in the Go-Live Plan, Contractor will work with the Court to deploy eCourt system to the production environment. Contractor staff will be ready to assist Court administrators with questions and concerns, as well as resolve any issues that may arise.  <b>Acceptance Criteria:</b>  This activity is complete when the Court begins using the system in a live capacity and when all activities outlined in the Go-Live Plan are complete.

## ***2.2 Provisions Applicable to All Deliverables***

2.2.1 Each deliverable is subject to the acceptance criteria identified in the table in section 2.1.1 above. When Contractor has determined that the conditions for acceptance of a particular deliverable have been satisfied, it shall notify Court in writing. Except as otherwise agreed to by the Parties in writing, Court shall in good faith review the deliverable to ensure that the acceptance criteria for such deliverable have been satisfied, following which Court shall, within ten (10) business days:

- (i) Issue to Contractor a signed Acceptance and Sign-Off Form (Exhibit 7);
- (ii) Issue to Contractor a Notice of Deficiency, containing the reasons for rejection, including a reasonably detailed description of the deficiencies that must be remedied and a description of the acceptance criteria that have not been satisfied; or

(iii) Advise Contractor in writing that Court needs to extend the review period by an additional ten (10) business days in order to complete its review.

2.2.2 Failure by Court to provide a Notice of Deficiency will not be deemed acceptance by Court, provided that in no event will Court unreasonably delay the acceptance of a deliverable beyond the foregoing time periods.

2.2.3 Following receipt of a Notice of Deficiency:

(i) Contractor shall remedy the described deficiencies within ten (10) business days or such longer time period as stated in the Notice of Deficiency or as otherwise agreed to by the Parties in writing, at no additional cost to Court.

(ii) Upon receipt of a notification from Contractor that the deficiencies have been corrected, or upon the submission of additional satisfactory materials, Court shall review such submission to determine whether the acceptance criteria have been satisfied.

(iii) This process of correcting deficiencies will continue at no additional charge to Court until all deficiencies have been corrected and the acceptance criteria have been satisfied.

2.2.4 Contractor shall not proceed with any activity under this Agreement that is conditioned upon Court acceptance of a deliverable in the absence of such acceptance as contemplated herein, except as expressly authorized by Court in writing. Such authorization to proceed does not constitute acceptance of the deliverable and does not obligate Court to pay for such deliverable.

## **2.3 Written Deliverables**

2.3.1 “Written Deliverables” means any and all documents required to be delivered by Contractor and Court under this Agreement, including but not limited to, project plans, requirements documents, design documents, software documentation, acceptance criteria, and test plans.

2.3.2 All Written Deliverables are subject to Court’s review and must meet the applicable requirements.

2.3.3 Court shall use reasonable efforts to review draft Written Deliverables and return with comments for revision by Contractor within ten (10) business days of submission, or such other time as indicated in the Project Timeline. Within five (5) business days of receipt, Contractor shall revise the Written Deliverable as requested and resubmit to the Court Project Manager. This process will continue until the Written Deliverable is accepted.

2.3.4 In order to be accepted by Court, each Written Deliverable must: (i) satisfy the

scope and requirements for the Written Deliverable, (ii) be presented in a format appropriate for the subject matter and depth of discussion, and (iii) meet the acceptance criteria applicable to the particular Written Deliverable.

## ***2.4 Review and Approval of Non-Document Deliverables***

2.4.1 Court approval of the deliverables associated with non-document deliverables will be based on the outcome of the noted validation and test results. The various tests will be reviewed and evaluated using the following defect ratings. Approval will be based on test results with no defects of critical or high severity or priority ratings, and with a minimal number (quantity to be mutually agreed prior to testing) of medium and low severity ratings. Any defect caused by incomplete, corrupt and or incompatible data in the data conversion will not be subject to this clause.

2.4.2 Defect Rating: The following Defect Severity and Defect Priority standards shall be followed.

### **Defect Severity**

Severity	Description
Critical	A system malfunction exists which prevents the user from carrying out one or more critical business operations and/or causes extensive impact to data. No work-around exists.
High	A system malfunction exist which restricts or prevents the user from carrying out one or more critical business operations and/or causes extensive impact to data. A work-around exists and provides an adequate alternative solution with no impact to data.
Medium	A system malfunction exists which restricts or prevents the user from carrying out one or more non-critical business operations. A work-around exists and provides an adequate alternative solution with no impact to data.
Low	A minor or cosmetic fault with no impact to data; no work-around is necessary.

### **Defect Priority**

Defect Category	Description
Critical	A defect that must be resolved immediately.
High	A defect that must be resolved prior to the next phase of testing or Go-Live.
Medium	A defect that must be repaired in the next build or version.
Low	A defect that must be repaired but can be deferred until a future release.

2.4.3 Both Contractor and Court will participate in categorizing and prioritizing each of the defects to determine criticality, priority, and impact.

## ***2.5 Final Acceptance of the System***

2.5.1 “Final Acceptance” means a good faith determination by Court that eCourt system meets all of the acceptance criteria of this Agreement. Final Acceptance must be received prior to Go-Live.

## **2.6 Payment Schedule**

2.6.1 Contractor agrees to lease the eCourt System so that JBEs are not confronted with large initial capital investments. Contractor has found that this model allows the agency to plan for growth in a cost-conscious way and provides reinforcement and incentives in a “succeed-or-lose” environment for us to provide high-quality products and continuing services to clients. For a highly service-oriented software agreement, the JBE pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. Because contractor leases eCourt, it is under continuous warranty.

2.6.2 There are no upfront, one-time license fees or implementation progress payments. The initial annual eCourt license and maintenance fees and the professional service fees to date are payable upon Final Acceptance and Sign-off. Because eCourt is configurable, there should be no customization required, except for the interfaces.

## **2.7 Meetings and Reports**

2.7.1 Status Meetings: The Contractor Project Manager and any Contractor staff determined to be needed will participate with the Court Project Manager in regular project status meetings. Status meetings may be conducted either in person or by teleconference.

2.7.2 Status Reports: The Contractor Project Manager will make available to the Court, regular Project status reports. The status reports will cover the following topics at a minimum:

- Status of planned key milestones differentiated as follows:
  - On target to complete as scheduled
  - Behind schedule with minimal expected impact on Project Timeline. Current projections indicate an increase of the project duration by 5% or less.
  - Behind schedule and likely to impact project end date. Delay could result in an increase of the project duration by more than 5%.
- Schedule summary
  - Completed since last meeting
  - In progress – on schedule
  - In progress but behind schedule
  - Behind schedule to start
  - Work to be completed next

2.7.3 Risk & Issue Management: The Contractor Project Manager will work with the Court Project Manager to develop project-specific risk and issue logs. These logs will be the outcome of Project Managers’ activities identifying, analyzing, planning mitigation activities,

tracking, controlling, and communicating risks and issues.

2.7.4 Defect Tracking: Problems and defects associated with the eCourt system shall be tracked by Contractor's Project Manager. Contractor's Project Manager will work with the Court Project Manager to analyze, categorize (by severity), and prioritize defects and ensure that (a) any problems identified are analyzed to determine the cause of the problem, and (b) schedule estimates for the correction of the identified defects are prepared. The Contractor Project Manager will provide a weekly update of the status and scheduled resolution of identified defects.

***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**

Since governments normally have limited capital budgets, we (JTI) lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows the agency to plan for growth in a cost-conscious way and provides reinforcement and incentives in a “succeed-or-lose” environment for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, the agency pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. *Because we lease eCourt, it is under continuous warranty.*

There are no upfront, one-time license fees or implementation progress payments. The annual eCourt license and maintenance fees and the professional service fees to date are due just before each Go-Live. (For this calculation, we have assumed that each implementation will take one year during which there will be no licenses, maintenance and support fees.) Because eCourt is configurable, there should be no customization required, except for the interfaces.

We use the following methodology to calculate the annual license, maintenance and support and hosting fees which are based on a sliding scale with an annual minimum. Consequently, the required automated “Fee Per” cost schedules had to be adjusted to provide the Potential Costs. We will include eCourt licenses for the number of court named users requested by the JBE, and additional user licenses (10% of court named users) for unlimited use of eCourt Public Portal by the public, including lawyers, and (20% of those users) for unlimited use by other governmental agencies, including those accessing the systems via interfaces, which means that 1.3 user licenses will need to be purchased for each named court user to account for these additional user licenses. The actual number of user licenses will be used to determine the annual fee, with 100 licenses being the minimum. The annual License, Maintenance and Support Fees and, if such JBE also requests Hosted Services, the annual Hosted Services Fees, for each JBE will be determined pursuant to the pricing schedule set forth below, with a minimum annual License, Maintenance and Support Fee of \$89,000 and a minimum annual Hosted Services Fee of \$50,000.

Pricing Table for System User Licenses for Centralized System

<u>User Groups*</u>	<u>Users</u>	<u>Annual License, Maintenance and Support Fees</u>		<u>Annual Hosted Services Fees excluding additional storage costs</u>	
		<u>Per License</u>	<u>For Group</u>	<u>Per License</u>	<u>For Group</u>
1-100	100	\$ 890	\$89,000	\$ 500	\$ 50,000
101-200	100	1,010	101,000	300	30,000
201-500	300	830	249,000	250	75,000
501-1000	500	730	365,000	200	100,000

\* Prorated after 100 users with a minimum annual fee of \$89,000 for eCourt and \$50,000 for hosting. The Annual License, Maintenance and Support Fees and Hosted Services Fees are governed by a five-year agreement with an annual CPI adjustment.

The above pricing chart shall in no event prevent or restrict Contractor and any group of the smaller JBE courts from negotiating a different mutually agreed pricing structure below the standard minimum annual rate for the group members, each of whom would be required to sign on to this Agreement via separate Participating Addenda.

**Notes**

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure eCourt when your business processes change. We have an unlimited budget for implementation training; we will train until you want no more.

There must be significant involvement from the court's personnel during the conversions and interfaces. We do not have specific requirements. Since your IT department will become familiar with eCourt's API, you will be able to assist with and maintain the interfaces as well as develop interfaces. We are using the following interfaces; there is no one-time development cost for these. Additional interfaces will be done pursuant to a Statement of Work as part of the Participating Addendum.

DMV	JBSIS
eDMV	FTBCOD
DOJ	

For the statewide justice partner interfaces such as Department of Motor Vehicles (DMV), Department of Justice (DOJ) NIEM Compliant Webservice interface, implement data exchanges with statewide justice partners using standards required by the Judicial Council and which

comply with current revision of the California State Controller's Trial Court Revenue Distribution Guidelines, including Addendum(s) (refer to the Manual of Accounting dated January 1, 2019 or any version published between the date of the MSA and Go Live. For monthly reporting to the Judicial Branch Statistical Information System (JBSIS), comply at the time of Go Live with the then most current JBSIS Implementation Manual including updates in the January 2019 JBSIS reporting standards and any updates or amendments required by the Judicial Council.

The JBE with support from JTI is responsible for the mapping and transfer of its legacy data to a common database system provided by JBE court personnel. From the common database we will insert it into eCourt, thus completing a full data conversion. Your team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. Although we have provided estimated costs for conversions, those will be done pursuant to a Statement of Work as part of the Participating Addendum.

We have provided the hardware and system software specifications. Government agencies can purchase/lease equipment, especially the recommended standard hardware, at significant discounts. Consequently, you should use your costs of any additional equipment, including scanners and peripherals, and system software you need in the planning process. We do not provide hardware and its maintenance and support and the infrastructure including related costs.

We have included in the pricing table above our annual Hosted Services fee structure and pricing for Amazon (AWS) GovCloud. If you elect to have the system hosted in the cloud, the total annual hosting fee will be determined pursuant to the pricing table set forth above based on the number of User licenses for such JBE, including 1 terabyte (TB) of database storage and 1 TB of document storage, with each additional TB priced per the table below.

<b>Tier TBs</b>	<b>Amount per TB</b>
1	Included
2-10	\$1,100
11+	600

There are no software escrow fees, if you use our Software Escrow Agreement. We will prepare our proposal on the assumption that the court is hereby exempt from federal excise taxes and is not subject to any California or other local sales or use taxes.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Other projects, including legislative, Judicial Council and fine and fee changes, will be done pursuant to a Statement of Work at a mutually agreed price to be set forth therein (which price shall be an all-in amount to be determined based upon Contractor's then current hourly rate multiplied by the estimated number of hours required plus expenses). Contractor's current blended hourly rate is \$175. However, because eCourt is configurable, the IT department and power users will be able to make most changes.

Since most of the professional services will be devoted to the configuration of eCourt, we have recorded those costs in the cost schedules. Our individual staff members will do multiple tasks – configuration of screens and workflows, notifications and documents, searches and reports, training administrators and staff trainers and project management especially for the smaller courts. Consequently, we have grouped in Local configuration all related activities including training which begins day one. When the individual Participating Addenda are negotiated, the costs will be finalized. (We currently have a blended hourly rate of \$175.) The courts should provide SMEs for each case type or groups of case types, IT and accounting personnel and a full-time project manager especially for the larger courts.

### **ePay-it**

If a JBE elects to add the optional ePay-it module which is not included in the eCourt software, the following terms and conditions would apply. Nothing in this section prohibits a JBE from using a third-party vendor for electronic payments instead of ePay-It or simultaneously with ePay-It. Further, for any JBE that opts in to ePay-It, such JBE may terminate ePay-It at any time with 60 days' prior written notice to JTI.

*ePay-it* is an internet browser-based payment website that enables payment of fees, fines, penalties, assessments and any other JBE-ordered debt. ePay-it may be accessed by the public via:

- a web browser on a personal device
- a JBE provided workstation or kiosk

JTI's terms and conditions for providing the ePay-it website and processing electronic payments made to the JBE, including but not limited to payments made using the ePay-it website, are as follows:

- a. JTI adds a convenience fee and credit card fee to every full or partial payment greater than \$0. These fees may be paid by the payer (the percentage is added to the amount paid) or by the JBE (the percentage is deducted from the amount remitted to the JBE) at the option of the JBE. In most cases, the convenience fee of \$5.95 is applied to full payments and \$2.95 for partial payments. A credit card fee of 2.75% is applied to all payments. JTI may change the fees with 180 days advanced notice to the JBE.
- b. JTI remits funds to the JBE's bank account. To allow for settlement, JTI uses ACH to electronically transfer funds 4 business days from the date of the transaction. Therefore, the JBE receives funds on a daily basis -- but each day's transfer is for transactions that occurred 4 business days earlier. There is no charge for the ACH transfer service.
- c. In the event of a disputed transaction, JTI will deduct the disputed amount and the disputed charges from the amount remitted to the JBE in a subsequent period.
- d. JTI will make detailed payment transaction reports available to the JBE.
- e. JTI will use reasonable commercial efforts to ensure that the ePay-it website is reliable and highly available. JTI specifically does not warrant that the ePay-it website will function uninterrupted or be error free.
- f. JTI will customize the JBE's ePay-it website theme with the general "look and feel" of the JBE's main website. This includes JBE logo, color scheme, phone numbers, etc. This also includes any links back to the JBE's main website.
- g. JTI will use reasonable commercial efforts to maintain the ePay-it website at WCAG level AA compliance.
- h. JTI will place a link to their privacy and terms of use (TOU) statements on the ePay-it website. The JBE may provide an additional statement, but may not modify the JTI statements.
- i. The JBE will provide staff to answer questions about the payment amounts, reasons for the

- charges and other questions having to do with the business of the JBE.
- j. JTI will provide staff to answer questions about the technical operation of the ePay-it website. JTI does not answer questions about the business of the JBE and will direct people to the JBE.
  - k. If the JBE's system is not hosted by JTI, the JBE will make available technical staff, at the JBE's sole expense, to assist JTI in creating the linkage between the ePay-it website and the JBE's system.

**COST SUBMISSION MATRIX**

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

Cost Categories	Cost for Superior Court of Amador County	Cost for Superior Court of Colusa County	Cost for Superior Court of Contra Costa County	Cost for Superior Court of Lassen County	Cost for Superior Court of Marin County	Cost for Superior Court of Mariposa County	Cost for Superior Court of Mono County	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2. Professional Services	\$ 600,000.00	\$ 600,000.00	\$ 1,550,000.00	\$ 600,000.00	\$ 1,000,000.00	\$ 600,000.00	\$ 600,000.00	\$ 850,000.00	See Contractor's Pricing Summary
3. Maintenance and Support	\$ 356,000.00	\$ 356,000.00	\$ 1,716,000.00	\$ 356,000.00	\$ 528,000.00	\$ 356,000.00	\$ 356,000.00	\$ 1,176,000.00	Marin County has multiple databases to convert.
4. Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Hosted Costs (if vendor offers SaaS hosting)	\$ 200,000.00	\$ 200,000.00	\$ 608,000.00	\$ 200,000.00	\$ 252,000.00	\$ 200,000.00	\$ 200,000.00	\$ 444,000.00	
	\$ 1,156,000.00	\$ 1,156,000.00	\$ 3,874,000.00	\$ 1,156,000.00	\$ 1,780,000.00	\$ 1,156,000.00	\$ 1,156,000.00	\$ 2,470,000.00	

**Licensing Fees**

*Detailed Licensing Fees (Including non-production environments)*

Software Application	Fee Per	Explanation/Notes (if necessary)
<b>Production Environment</b>		
		See Contractor's Pricing Summary
<b>Non-Production Environment</b>		
<b>Third-Party Software bundled in (List Individually)</b>		
<b>Total</b>	<b>\$</b>	<b>-</b>

Professional Services Superior Court of Amador County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase II - Configuration and business case testing																
Local configuration			\$ -	\$ -			\$ -	\$ 400,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase III -Deployment																
Data Migration			\$ -	\$ -			\$ -	\$ -				\$ 200,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Colusa County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
<b>Phase II - Configuration and business case testing</b>																
Local configuration			\$ -	\$ -			\$ -	\$ 400,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
<b>Phase III -Deployment</b>																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 200,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Contra Costa County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>
<b>Phase II - Configuration and business case testing</b>																
Local configuration			\$ -	\$ -			\$ -	\$ 1,300,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ 1,300,000</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>
<b>Phase III -Deployment</b>																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 250,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ 250,000</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>
<b>Grand Total</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>	<b>0</b>		<b>\$ 1,300,000</b>	<b>0</b>	<b>0</b>		<b>\$ 250,000</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<i>(add additional cells if needed)</i>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Lassen County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase II - Configuration and business case testing																
Local configuration			\$ -	\$ -			\$ -	\$ 400,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase III - Deployment																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 200,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Marin County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase II - Configuration and business case testing																
Local configuration			\$ -	\$ -			\$ -	\$ 500,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 500,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase III - Deployment																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 500,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 500,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 500,000	<b>0</b>	<b>0</b>		\$ 500,000	<b>0</b>	<b>0</b>		\$ -

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Mariposa County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase II - Configuration and business case testing																
Local configuration			\$ -	\$ -			\$ -	\$ 400,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase III -Deployment																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 200,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<i>(add additional cells if needed)</i>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Mono County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase II - Configuration and business case testing																
Local configuration			\$ -	\$ -			\$ -	\$ 400,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
Phase III -Deployment																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 200,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
(add additional cells if needed)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 400,000	<b>0</b>	<b>0</b>		\$ 200,000	<b>0</b>	<b>0</b>		\$ -

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<i>(add additional cells if needed)</i>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services Superior Court of Shasta County  
 Estimated Professional Services By

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor's Business SMEs				Contractor'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
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Infrastructure design / HW & SW Inventory list and			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Project Plan build			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
<b>Phase II - Configuration and business case testing</b>																
Local configuration			\$ -	\$ -			\$ -	\$ 600,000			\$ -	\$ -			\$ -	\$ -
Unit Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Integration testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 600,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -
<b>Phase III -Deployment</b>																
Data Migration			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 250,000			\$ -	\$ -
End to End Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Training (User and Admin)			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
User Acceptance Testing			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Go-Live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Post go-live support			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Other			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<i>(add additional cells if needed)</i>			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 250,000	<b>0</b>	<b>0</b>		\$ -
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 600,000	<b>0</b>	<b>0</b>		\$ 250,000	<b>0</b>	<b>0</b>		\$ -

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			
<b>Phase I - Initiation and Infrastructure Setup</b>																	
Business Assessment and plan build																	
Infrastructure design / HW & SW Inventory list and																	
Project plan build/accept																	
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			
<b>Phase II - Configuration and business case testing</b>																	
Common configuration																	
Local configuration																	
Unit Testing																	
Integration testing																	
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			
<b>Phase III -Deployment</b>																	
Data Migration																	
End to End Testing																	
Training (User and Admin)																	
User Acceptance Testing																	
Go-Live support																	
Post go-live support																	
Other																	
<b>(add additional cells if needed)</b>																	
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			

**Annual Maintenance and Support**

*Detailed Costs for Maintenance and Support Services for each of the eight courts*

Maintenance and support details	Cost	Explanation/Notes (if necessary)**
<b>Superior Court of Amador County</b>		
Year 1	\$ -	
Year 2	\$ 89,000.00	
Year 3	\$ 89,000.00	
Year 4	\$ 89,000.00	
Year 5	\$ 89,000.00	
<b>Subtotal</b>	<b>\$ 356,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 356,000.00</b>	
<b>Superior Court of Colusa County</b>		
Year 1	\$ -	
Year 2	\$ 89,000.00	
Year 3	\$ 89,000.00	
Year 4	\$ 89,000.00	
Year 5	\$ 89,000.00	
<b>Subtotal</b>	<b>\$ 356,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 356,000.00</b>	
<b>Superior Court of Contra Costa County</b>		
Year 1	\$ -	
Year 2	\$ 429,000.00	
Year 3	\$ 429,000.00	
Year 4	\$ 429,000.00	
Year 5	\$ 429,000.00	
<b>Subtotal</b>	<b>\$ 1,716,000.00</b>	
<b>Discount</b>		
<b>Total License Fees</b>	<b>\$ 1,716,000.00</b>	
<b>Superior Court of Lassen County</b>		
Year 1	\$ -	
Year 2	\$ 89,000.00	
Year 3	\$ 89,000.00	
Year 4	\$ 89,000.00	
Year 5	\$ 89,000.00	
<b>Subtotal</b>	<b>\$ 356,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 356,000.00</b>	
<b>Superior Court of Marin County</b>		
Year 1	\$ -	
Year 2	\$ 132,000.00	
Year 3	\$ 132,000.00	
Year 4	\$ 132,000.00	
Year 5	\$ 132,000.00	
<b>Subtotal</b>	<b>\$ 528,000.00</b>	
<b>Discount</b>		

<b>Total License Fee</b>	<b>\$ 528,000.00</b>	
<b>Superior Court of Mariposa County</b>		
Year 1	\$ -	
Year 2	\$ 89,000.00	
Year 3	\$ 89,000.00	
Year 4	\$ 89,000.00	
Year 5	\$ 89,000.00	
<b>Subtotal</b>	<b>\$ 356,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 356,000.00</b>	
<b>Superior Court of Mono County</b>		
Year 1	\$ -	
Year 2	\$ 89,000.00	
Year 3	\$ 89,000.00	
Year 4	\$ 89,000.00	
Year 5	\$ 89,000.00	
<b>Subtotal</b>	<b>\$ 356,000.00</b>	
<b>Discount</b>		
<b>Total License Fees</b>	<b>\$ 356,000.00</b>	
<b>Superior Court of Shasta County</b>		
Year 1	\$ -	
Year 2	\$ 294,000.00	
Year 3	\$ 294,000.00	
Year 4	\$ 294,000.00	
Year 5	\$ 294,000.00	
<b>Subtotal</b>	<b>\$ 1,176,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 1,176,000.00</b>	

Other or Additional Costs (based on an individual court deployment)  
 Other or additional Costs

Description	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		
	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total	Unit	No. of	Total
Document Scanning Services			\$0			\$0			\$0			\$0			\$0			\$0			\$0			\$0
DMS Integration			\$0			\$0			\$0			\$0			\$0			\$0			\$0			\$0
Integration Services (integration using web Services API)			\$0			\$0			\$0			\$0			\$0			\$0			\$0			\$0
Additional Data Exchanges/Interfaces			\$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			\$0			\$0			\$0			\$0			\$0			\$0			\$0
<b>Total</b>			\$0			\$0			\$0			\$0			\$0			\$0			\$0			\$0



**COST SUBMISSION MATRIX**

**Summary Tab**

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

Cost Categories (Complete the Worksheet for each category)	Cost SMALL	Cost MEDIUM	Cost LARGE	Cost ENTERPRISE	Explanation/Notes
1. Software License Fees	\$ -	\$ -	\$ -		
2. Professional Services (Small Court)	\$ 850,000.00				125 court users
3. Professional Services (Medium Court)		\$ 1,600,000.00			325 court users
4. Professional Services (Large Court)			\$ 4,000,000.00		750 court users
5. Maintenance and Support	\$ 612,000.00	\$ 1,500,000.00	\$ 3,144,000.00	\$ -	
6. Other Costs	\$ -	\$ -	\$ -	\$ -	
7. Hosted Costs (if applicable)	\$ 276,000.00	\$ 544,000.00	\$ 1,000,000.00		
	\$ 1,738,000.00	\$ 3,644,000.00	\$ 8,144,000.00	\$ -	

**Licensing Fees**

**Detailed Licensing Fees (Including non-production environments)**

Software Application	Fee Per User/Employee	Explanation/Notes (if necessary) Note Taxable Items when Applicable
<b>Production Environment</b>		
Superior Court		See Contractor's Pricing Summary
<b>Non-Production Environment</b>		
Superior Court		
<b>Third-Party Software bundled in (List Individually) (Defined as ancillary software that works in conjunction with primary software)</b>		
Superior Court		
<b>Total</b>	<b>\$ -</b>	

Software Application	Fee Per User/Employee*	Explanation/Notes (if necessary) ** Note Taxable Items when Applicable
<b>Enterprise Superior Court Pricing</b>		
** Price Breaks at Branchwide Large-volume purchases.		
<b>Subtotal</b>	<b>\$ -</b>	
<b>Third-Party Software bundled in (List Individually)</b>		
<b>Subtotal</b>	<b>\$ -</b>	
<b>Total</b>	<b>\$ -</b>	

Professional Services

SMALL COURT

Estimated Professional Services By  
 Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Phase	Activity (Prof Services)	Project Management				Contractor's Business SMEs				Contractor'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
<b>Phase I - Initiation and Infrastructure Setup</b>																	
	Business Assessment and plan build			\$ -	\$-			\$	\$ -			\$	\$ -			\$ -	\$
	Infrastructure design / HW & SW Inventory list and build instructions			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	Project Plan build			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$
<b>Phase II - Configuration and business case testing</b>																	
	Local configuration			\$ -	\$			\$	\$ 600,000			\$	\$ -			\$ -	\$
	Unit Testing			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	Integration testing			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 600,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$
<b>Phase III -Deployment</b>																	
	Data Migration			\$	\$			\$	\$ -			\$	\$ 250,000			\$ -	\$
	End to End Testing			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	Training (User and Admin)			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	User Acceptance Testing			\$ -	\$-			\$	\$ -			\$	\$ -			\$ -	\$
	Go-Live support			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	Post go-live support			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	Other			\$ -	\$			\$	\$ -			\$	\$ -			\$ -	\$
	(add additional cells if needed)				\$				\$ -				\$ -				\$
	<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 250,000	<b>0</b>	<b>0</b>		\$
	<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 600,000	<b>0</b>	<b>0</b>		\$ 250,000	<b>0</b>	<b>0</b>		\$

2. Assumed Court Hourly Participation)

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services

MEDIUM COURT

Estimated Professional Services By  
Implementation Phase and Activity

1. Estimated Contractor Hours and Cost

Activity (Prof Services) Phase	Project Management				Contractor Business SMEs				Contractor 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
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Infrastructure design / HW & SW Inventory list and build instructions			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Project Plan build			\$	\$			\$	\$ -			\$	\$ -			\$	\$
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$
<b>Phase II - Configuration and business case testing</b>																
Local configuration			\$	\$			\$	\$ 1,250,000			\$	\$ -			\$	\$
Unit Testing			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Integration testing			\$	\$			\$	\$ -			\$	\$ -			\$	\$
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 1,250,000	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$
<b>Phase III -Deployment</b>																
Data Migration			\$	\$			\$	\$ -			\$	\$ 350,000			\$	\$
End to End Testing			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Training (User and Admin)			\$	\$			\$	\$ -			\$	\$ -			\$	\$
User Acceptance Testing			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Go-Live support			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Post go-live support			\$	\$			\$	\$ -			\$	\$ -			\$	\$
Other			\$	\$			\$	\$ -			\$	\$ -			\$	\$
(add additional cells if needed)			\$	\$			\$	\$ -			\$	\$ -			\$	\$
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ -	<b>0</b>	<b>0</b>		\$ 350,000	<b>0</b>	<b>0</b>		\$
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 1,250,000	<b>0</b>	<b>0</b>		\$ 350,000	<b>0</b>	<b>0</b>		\$

2. Assumed Court Hourly Participation

Phase	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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project Plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Professional Services

LARGE COURT

Estimated Professional Services By  
 Implementation Phase and Activity  
 1. Estimated Contractor Hours and  
 Cost

Activity (Prof Services) Phase	Project Management				Contractor Business SMEs				Contractor 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
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build			\$	\$			\$	\$			\$ -	\$			\$	\$
Infrastructure design / HW & SW Inventory list and build instructions			\$	\$			\$	\$			\$	\$			\$	\$
Project Plan build			\$	\$			\$	\$			\$	\$			\$	\$
<b>Phase I Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$
<b>Phase II - Configuration and business case testing</b>																
Local configuration			\$	\$			\$	\$ 3,500,000			\$	\$			\$	\$
Unit Testing			\$	\$			\$	\$			\$	\$			\$	\$
Integration testing			\$	\$			\$	\$			\$	\$			\$	\$
<b>Phase II Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 3,500,000	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$
<b>Phase III -Deployment</b>																
Data Migration			\$	\$			\$	\$			\$	\$ 500,000			\$	\$
End to End Testing			\$	\$			\$	\$			\$	\$			\$	\$
Training (User and Admin)			\$	\$			\$	\$			\$	\$			\$	\$
User Acceptance Testing			\$	\$			\$	\$			\$	\$			\$	\$
Go-Live support			\$	\$			\$	\$			\$	\$-			\$	\$
Post go-live support			\$	\$			\$	\$			\$	\$			\$	\$
Other			\$	\$			\$	\$			\$	\$			\$	\$
			\$	\$			\$	\$			\$	\$			\$	\$
<b>Phase III Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 500,000	<b>0</b>	<b>0</b>		\$
<b>Grand Total</b>	<b>0</b>	<b>0</b>		\$	<b>0</b>	<b>0</b>		\$ 3,500,000	<b>0</b>	<b>0</b>		\$ 500,000	<b>0</b>	<b>0</b>		\$

2. Assumed Court Hourly Participation

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		
<b>Phase I - Initiation and Infrastructure Setup</b>																
Business Assessment and plan build																
Infrastructure design / HW & SW Inventory list and build instructions																
Project Plan build/accept																
<b>Phase I Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase II - Configuration and business case testing</b>																
Common configuration																
Local configuration																
Unit Testing																
Integration testing																
<b>Phase II Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Phase III -Deployment</b>																
Data Migration																
End to End Testing																
Training (User and Admin)																
User Acceptance Testing																
Go-Live support																
Post go-live support																
Other																
<b>(add additional cells if needed)</b>																
<b>Phase III Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		
<b>Grand Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>		

Annual Maintenance and Support

Maintenance and support details	Cost	Explanation/Notes (if necessary) **
<b>Small Court</b>		
Year 1		
Year 2	\$ 153,000.00	
Year 3	\$ 153,000.00	
Year 4	\$ 153,000.00	
Year 5	\$ 153,000.00	
<b>Subtotal</b>	<b>\$ 612,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 612,000.00</b>	
<b>Medium Court</b>		
Year 1		
Year 2	\$ 375,000.00	
Year 3	\$ 375,000.00	
Year 4	\$ 375,000.00	
Year 5	\$ 375,000.00	
<b>Subtotal</b>	<b>\$ 1,500,000.00</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ 1,500,000.00</b>	
<b>Large Court</b>		
Year 1		
Year 2	\$ 786,000.00	
Year 3	\$ 786,000.00	
Year 4	\$ 786,000.00	
Year 5	\$ 786,000.00	
<b>Subtotal</b>	<b>\$ 3,144,000.00</b>	
<b>Discount</b>		
<b>Total License Fees</b>	<b>\$ 3,144,000.00</b>	
<b>Enterprise Licensing</b>		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
<b>Subtotal</b>	<b>\$ -</b>	
<b>Discount</b>		
<b>Total License Fee</b>	<b>\$ -</b>	

Other or Additional Costs (based on an individual court deployment)

Other or additional Costs

Description	SMALL			MEDIUM			LARGE			ENTERPRISE		
	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			\$0			\$0			\$0			\$0
DMS Integration			\$0			\$0			\$0			\$0
Integration Services (integration using web Services API)			\$0			\$0			\$0			\$0
Additional Data Exchanges/Interfaces			\$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
<b>Total</b>			\$0			\$0			\$0			\$0

Licensing and Hardware Fees for Contractor/Contractor Hosted Solution

Detailed Licensing Fees By Software Module or Component

Software Module or Component	Fee Per User/Employee	Explanation/Notes (if necessary)
<b>Production Environment</b>		
Superior Court		
<b>Testing and Development Environment</b>		
Superior Court		
Subtotal	\$ -	
<b>Third-Party Software (List Individually)</b> (Defined as ancillary software that works in conjunction with primary software)		
		See Contractor's Pricing Summary
Subtotal	\$ -	
<b>Scanner &amp; Proposal Pertinent Peripherals (List Individually)</b>		
Subtotal	\$ -	
Subtotal	\$ -	
Bulk pricing Discount		
Discountable Software		
Less Discount		
<b>Total License and Hardware Fees</b>	<b>\$ -</b>	

<b>Annual Software Maintenance Fees</b>		
<b>Production &amp; Non-Production Environments</b>		
Superior Court		
Total	\$ -	
<b>Third-Party Software (Annual Maintenance)</b> (Defined as ancillary software that works in conjunction with primary software)		
Total	\$ -	
<b>Scanner and Other Peripheral Hardware (Annual Maintenance)</b>		
Total	\$ -	
Subtotal	\$ -	
Less Discount		
<b>Total Annual Software Maintenance</b>	<b>\$ -</b>	

## 2. Fee or Price Adjustments During Term.

- a. **Initial Term.** Contractor may not increase any of Contractor's prices, fees, and rates set forth in this Exhibit 8 during the Initial Term, except that, as set forth above in this Exhibit 8, (i) additional fees will be payable for additional users added by a JBE, which additional fees shall be calculated in accordance with the pricing chart set forth above, and (ii) following a JBE's execution of a Participating Addendum, such JBE's annual License, Maintenance and Support Fees and Hosted Services Fees are subject to an annual CPI adjustment (calculated in accordance with the CPI geographic index referenced in paragraph 2.b. below) after the first year of such JBE's Go-Live. This provision does not restrict a JBE from negotiating lower fees in such JBE's Participating Addendum.
- b. **Option Terms.** 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 an amount such that the cumulative percentage increase (counting such percentage increase and all prior percentage increases) exceeds the cumulative percentage increase in the Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, West Region, All Items as published by the United States Bureau of Labor Statistics, and currently available at this URL: [https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_west.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm), from the Effective Date to the date of such annual percentage increase.

## 3. Payment Terms.

**A. Invoice Procedures.** After the JBE has accepted Services and 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 Services (including Maintenance and Support Services) or Work prior to live, productive use of the Licensed Software ("Go-live"). Annual license, maintenance and support fees and annual hosting and storage fees (if hosted services are requested) for the first year of the license term will be paid by each JBE immediately prior to Go Live for such JBE after such JBE has made the determination to proceed with Go Live. Fees for professional services are due within thirty (30) days following Go Live.

**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) only to the extent such invoiced fees are not for Service or Work performed on a fixed fee basis, such as additional Work ordered pursuant to an additional Statement of Work, all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work delivered, including, to the extent applicable to the invoiced fees, the number of hours worked and the applicable hourly rate. 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 to the extent such information is applicable to the invoiced fees:

- 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.

Contractor will include all back up documentation and receipts for material costs, associated with each invoice.

**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.

***END OF EXHIBIT 8***

## **EXHIBIT 9**

### **CONTRACTOR EXPENSE AND TRAVEL REIMBURSEMENT GUIDELINES**

All Contractor expenses, including travel, are included in Contractor's prices set forth in Exhibit 8 or, with respect to any additional Services or Work ordered pursuant to an additional Statement of Work entered into following the execution of the JBE's Participating Addendum, will be included in the mutually agreed price set forth in such Statement of Work. Contractor will not be reimbursed for any expenses.

***END OF EXHIBIT 9***

## EXHIBIT 10

### MAINTENANCE AND SUPPORT

#### I. ERRORS AND CORRECTION

**1. Classification of Errors.** “Error” shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

***Service Level 1:*** An Error causing (i) “crashes” of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. “Circumvention” means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as “Urgent”).

***Service Level 2:*** An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as “Critical”).

***Service Level 3:*** An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as “Serious”).

***Service Level 4:*** An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as “Minor”).

**2. Error Correction.** Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

- a) Contractor shall provide the JBE with names and telephone numbers of Contractor engineering and/or support staff who are to be contacted by the JBE during Contractor’s normal support hours set forth in Section 2.4 of Exhibit 4 to report Errors. If an Urgent Error occurs outside of normal support hours, support can be reached on a

seven (7) day a week, twenty-four (24) hours a day basis via an emergency extension that will be provided to the JBE.

b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within one (1) clock hour for Service Level 1 or 2 Errors, and within four (4) working hours for Service Level 3 or 4 Errors, and Contractor and the JBE shall promptly agree in good faith what additional information and/or Error documentation will be required to permit Contractor to resolve such Errors.

c) Contractor shall resolve Service Level 1 Errors within one (1) calendar day, and Contractor shall resolve Service Level 2 Errors within two (2) working days, of receiving information and documentation describing the error(s) from the JBE. Contractor shall use its best efforts to resolve Service Level 3 Errors within five (5) working days. Contractor shall use its best efforts to resolve Service Level 1 and 2 Errors by delivering emergency releases to the JBE, shall generally resolve Service Level 3 Errors by documenting a means of Circumvention, and shall resolve Service Level 4 Errors by means of the next regularly scheduled update.

d) An Error is considered resolved when Contractor has successfully implemented a permanent fix or alternative procedure which has corrected the Error in all material respects or eliminated the adverse effect of the Error in all material respects.

**3. Escalation Procedure.** In the event Contractor has responded to the JBE's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Exhibit 10, Contractor shall initiate the following escalation procedure:

***Escalation Stage 1:*** Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one senior-level technician or engineer. Such resources shall be on-site at the JBE's location, or at such location as is appropriate given the nature of the required corrections. For a Service Level 1 or Level 2 situation, the Contractor's Product Manager shall notify the JBE at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty four (24) hours, whichever occurs first.

***Escalation Stage 2:*** After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's Director of Implementations shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For

Service Level 1 or Level 2 situations, Contractor's Director of Implementations shall contact the JBE at two (2) hour intervals until the situation is resolved.

***Escalation Stage 3:*** After a total of twenty-four (24) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 10 for a Service Level 1 or Level 2 situation and the situation is still unresolved, at the sole discretion of the JBE, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the JBE's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE.

## **II. SERVICE LEVELS**

Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum (collectively, the "Hosted Services") shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime). In an event of a system failure or catastrophic disaster, the hosted services shall minimize JBE data loss. In the event that the Hosted Services fail to meet an availability of 99.9% in any calendar month (excluding agreed-upon maintenance downtime and downtime resulting from any cause beyond Contractor's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war) commencing with the first calendar month that commences at least ninety (90) days following Go Live, the JBE will be entitled to a service credit equal to two and one-half percent (2.5%) of the annual Hosted Services fee divided by twelve (12) for each 30 minutes of unavailability below 99.9% in that month. All service credits accrued during a year will be aggregated to produce a total credit to be applied against the next annual Hosted Services invoice, subject to a maximum credit of ten percent (10%) of the annual Hosted Services fee. Contractor will make available a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE

may, in addition to its other remedies, terminate the applicable Participating Addendum for material breach.

The hosted solution will comply with applicable Judicial Council security policies (ref. National Institute of Standards and Technology (NIST) Special Publication 800-53)

Contractor shall provide service levels for the Hosted Services in accordance with best industry standards, but in no event less than the standards set forth in this Agreement.

***END OF EXHIBIT 10***

## **EXHIBIT 11**

### **TRAINING**

We (Contractor or JTI) provide direct training for those with specialties, including accounting personnel, and train-the-trainer for others. Training will be integrated into all facets of configuration and implementation. Training begins on day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure eCourt when your business processes change and moreover support the system from day one.

The training program and documentation will be tailored to your configured screens, processes and procedures for each court and case type or group of case types. We need to train what was configured. The court's staff will be deeply involved in the configuration and workflow processes, and from these sessions will come a jointly developed training program.

Training and online "help" share the three components of the online documentation. All of the help functions can also accommodate both audio and video.

1. The universal view provides the complete eCourt documentation; its Table of Contents can be sorted by role to parallel training courses and facilitate the focus during "refresher" reviews.
2. Most screens have "help" that is brought to the user's open screen when you click on the "?" at the top of the screen. Consequently, the user continues to see what they are working on while they view the help information.
3. Every element on the screens can also have tailored help. Just insert a "?", for example, next to a dropdown, and then click on it to see a note explaining the dropdown while the screen remains open.

We work to minimize future dependency on us through knowledge transfer and the development of a client Help Desk that is staffed by experienced individuals who have worked on the project and thus have both a firm grasp of eCourt and how it was implemented. As a result, they are able to effectively triage problem reports with hardware, network, and user errors being handled locally in an expeditious manner with us standing by to provide support or to handle problems related to software defects or functionality deficiencies.

System administrators will be involved (trained) from the start and will include configuration, workflow and the associated business rules, notice mapping, form generating, document scanning, etc. Actual learning takes place by doing; thus, the technical staff will be involved in all stages of the implementation. A major part of the training will be on-site.

From Project Work Plan – Training Technical and Non-Technical Personnel

Task Name	Category	Resource Names
<b>TRAINING FOR TECHNICAL PERSONNEL</b>		
Actual learning takes place by doing; thus, the technical staff will be involved in all stages of the implementation	Train	JTI
Focus -	Train	JTI
Metadata/database structure and dropdowns - an understanding of the eCourt database elements	Train	JTI
Entities	Train	JTI
Viewing entity definitions	Train	JTI
Viewing entity field details	Train	JTI
Modifying an entity field	Train	JTI
Adding a new entity field	Train	JTI
Deleting an entity field	Train	JTI
Using forms	Train	JTI
Using validations	Train	JTI
Using rules	Train	JTI
Adding a new entity	Train	JTI
Exporting all entity definitions	Train	JTI
Exporting the data dictionary	Train	JTI
Archives	Train	JTI
Viewing metadata archives	Train	JTI
Searching for a metadata archive	Train	JTI
Archiving metadata	Train	JTI
Restoring archived metadata	Train	JTI
Deleting an archive entry	Train	JTI
Comparing metadata archives	Train	JTI
Working with Lookup Lists	Train	JTI
Viewing the lookup list screen	Train	JTI
Viewing the lookup list items	Train	JTI
Searching for a lookup list	Train	JTI
Using lookup lists	Train	JTI
Lookup Items	Train	JTI
Create lookup list relationships	Train	JTI
Displaying metadata usages	Train	JTI
Adding a new lookup list	Train	JTI
Deleting a lookup list	Train	JTI
Exporting a lookup list	Train	JTI
Importing a lookup list	Train	JTI
Forms - The form builder provides the toolkit used to consume the eCourt metadata.	Train	JTI

Introduction - what is a web form?	Train	JTI
Types of forms	Train	JTI
Case initiation	Train	JTI
Header	Train	JTI
Folder views	Train	JTI
Add	Train	JTI
Update	Train	JTI
Search	Train	JTI
General form features	Train	JTI
Panels	Train	JTI
Lookup	Train	JTI
Auto complete	Train	JTI
Zip code lookup	Train	JTI
Date/time picker	Train	JTI
Cascading drop-downs	Train	JTI
Show if	Train	JTI
Help messages	Train	JTI
Forms footer icons	Train	JTI
Data integrity check features	Train	JTI
Required fields	Train	JTI
Hidden form items with default values	Train	JTI
Data validations	Train	JTI
Business rules	Train	JTI
Using the form builder	Train	JTI
Forms list screens	Train	JTI
Form general options	Train	JTI
Form items	Train	JTI
Add data fields	Train	JTI
Add panel	Train	JTI
Add static text	Train	JTI
Add XREF (Cross Reference)	Train	JTI
Form panel	Train	JTI
Zip code module - Zip code search	Train	JTI
Importing/exporting forms	Train	JTI
Case initiation forms	Train	JTI
Creating a case initiation form	Train	JTI
Running a case initiation form	Train	JTI
Case initiation from the navigation bar	Train	JTI
Header forms	Train	JTI
Creating a header form	Train	JTI
Displaying a header form	Train	JTI

Folder views	Train	JTI
Creating a folder view	Train	JTI
Displaying a folder view	Train	JTI
Add forms	Train	JTI
Creating an add form	Train	JTI
Displaying an add form	Train	JTI
Saving an update form as an add form	Train	JTI
Update forms	Train	JTI
Creating an update form	Train	JTI
Displaying an update form	Train	JTI
Saving an add form as an update form	Train	JTI
Search forms	Train	JTI
Creating a search form	Train	JTI
Search form items table	Train	JTI
Search criteria specific field properties	Train	JTI
Sub-query field property	Train	JTI
Pivot table searches	Train	JTI
Mass forms	Train	JTI
Mass add forms	Train	JTI
Mass update forms	Train	JTI
Navigation menus	Train	JTI
Creating a top navigation menu	Train	JTI
Creating a left navigation menu	Train	JTI
Creating a case navigation menu	Train	JTI
Menu Items	Train	JTI
Calendar - Calendar functions, as well as eCourt's time slot and scheduling features.	Train	JTI
Working with the Calendar view	Train	JTI
Displaying events by month	Train	JTI
Displaying events by week	Train	JTI
Displaying events by day	Train	JTI
Searching events in the Calendar view	Train	JTI
Using the search bar	Train	JTI
Working with saved searches	Train	JTI
Scheduled events in the Calendar view	Train	JTI
Using the schedule event screen	Train	JTI
Using the calendar assistant widget	Train	JTI
Using bulk schedule from a search	Train	JTI
Rescheduling an event	Train	JTI
Removing a scheduled event	Train	JTI
Working with time slot templates	Train	JTI

Searching for a time slot template	Train	JTI
Viewing a time slot template	Train	JTI
Creating a time slot template	Train	JTI
Removing a time slot template	Train	JTI
Working with time slots	Train	JTI
Viewing time slots	Train	JTI
Modifying a time slot	Train	JTI
Adding additional time slots	Train	JTI
Removing a time slot	Train	JTI
Configuring holidays	Train	JTI
Adding a new holiday	Train	JTI
Deleting a holiday	Train	JTI
Holiday schedule	Train	JTI
Configuring location off-time	Train	JTI
Adding a location off-time	Train	JTI
Deleting a location off-time	Train	JTI
Configuring person off-time	Train	JTI
Adding a location off-time	Train	JTI
Deleting a location off-time	Train	JTI
Documents - Learn how to create document templates using Microsoft Word and the eCourt template builder.	Train	JTI
Create a new document definition	Train	JTI
Create document templates	Train	JTI
Document template fields	Train	JTI
Document template root	Train	JTI
Document template fields	Train	JTI
Create document template in Word	Train	JTI
Install document mapping macro	Train	JTI
Use document mapping macro	Train	JTI
Assign the template to document definition - document root configuration	Train	JTI
Document generation	Train	JTI
Frequently asked questions	Train	JTI
Install the eCourt Document MacroEnable or Trusting the Macro	Train	JTI
Directory - Learn to setup Directory with the court's personnel list, as well as lists of people and organizations with the court regularly interacts.	Train	JTI
Organizational directory	Train	JTI
Adding a new organization	Train	JTI
Using organization information	Train	JTI
Searching for an organization	Train	JTI

Deleting an organization	Train	JTI
Importing multiple organizations	Train	JTI
Person directory	Train	JTI
Adding a new person	Train	JTI
Using person information	Train	JTI
Searching for a person	Train	JTI
Deleting a person	Train	JTI
Importing multiple people	Train	JTI
Assigning person security	Train	JTI
System properties	Train	JTI
Business processes - foundation to build business process workflows.	Train	JTI
Process group	Train	JTI
Process	Train	JTI
Process general	Train	JTI
Process triggers	Train	JTI
Work queue	Train	JTI
Manual work queue	Train	JTI
Automatic work queue	Train	JTI
Process graph	Train	JTI
Workflow monitor	Train	JTI
Checklists - Learn how to create configurable checklists that can be automatically added to cases based on predefined criteria.	Train	JTI
Using the checklist screen	Train	JTI
Update a checklist item	Train	JTI
Additional checklist item	Train	JTI
Notes - features allow users to create case notes and to store and categorize important content for later user.	Train	JTI
My notes	Train	JTI
Custom note templates	Train	JTI
Shared notes	Train	JTI
Case notes	Train	JTI
Search and filter case notes	Train	JTI
Additional case notes	Train	JTI
Security - Tools to setup, restrict views and actions.	Train	JTI
Groups tab	Train	JTI
Creating a group	Train	JTI
Deleting a group	Train	JTI
Security permissions summary	Train	JTI
Users tab	Train	JTI

Creating a new user	Train	JTI
Removing a user	Train	JTI
Searching/filtering users	Train	JTI
Applying a group to a single user	Train	JTI
Applying a group to multiple users	Train	JTI
Authorities tab	Train	JTI
Creating authorities	Train	JTI
Access level permissions	Train	JTI
Deleting authorities	Train	JTI
URLS tab	Train	JTI
Creating a URL pattern	Train	JTI
Removing a URL pattern	Train	JTI
URL pattern types	Train	JTI
Entity/Case type tab	Train	JTI
Creating entity/case type permissions	Train	JTI
Removing entity case type permissions	Train	JTI
Tasks tab	Train	JTI
Editing task permissions	Train	JTI
Task definitions	Train	JTI
Forms tab - editing form security	Train	JTI
Reports tab	Train	JTI
Rules tab	Train	JTI
Creating rules	Train	JTI
Removing a rule	Train	JTI
ACLS tab	Train	JTI
Logs tab	Train	JTI
Reports/Searches - JTI will provide entity relationship training in support of the court's report/search building needs.	Train	JTI
Report screen tab	Train	JTI
Common report screen icons	Train	JTI
Report search criteria	Train	JTI
Input parameters for archived reports only	Train	JTI
Run report form buttons	Train	JTI
Public Portal - How to setup and maintain	Train	JTI
Download the eCourtPublic installation package	Train	JTI
Install MySQL	Train	JTI
Install MySQL Client Tools	Train	JTI
Setup the Database	Train	JTI
Setup the Application User	Train	JTI
Grant the Application User	Train	JTI
Install PHP	Train	JTI

Install PEARInstall eCourtPublic Application	Train	JTI
Review Configurations -	Train	JTI
Screens	Train	JTI
Advanced screen conditions	Train	JTI
Workflows	Train	JTI
Time standards	Train	JTI
Notice mapping	Train	JTI
Searches and reports	Train	JTI
Minutes	Train	JTI
Dispositions	Train	JTI
Accounting including fines, fees, etc.	Train	JTI

<b>TRAINING FOR NON-TECHNICAL PERSONNEL</b>		
The Court's subject matter experts and in-house help desk personnel will be trained at each step of the implementation. The in-house Help Desk personnel must be ready to provide help during the roll-out and help train new personnel	Train	Court
The Court's train-the-trainers will take charge after the configuration is completed. (They have to train the users on the configured system.)	Train	Court
Provide basic user documentation -	Train	JTI
Log-in	Train	JTI
Navigation	Train	JTI
Directory	Train	JTI
Contact Groups	Train	JTI
Calendar and scheduling events	Train	JTI
Case views	Train	JTI
Case initiation	Train	JTI
Joinders	Train	JTI
Notes Library and Case Notes	Train	JTI
Docket, Minutes and disposing changes	Train	JTI
Checklists	Train	JTI
Workflow and time standards	Train	JTI
Accounting	Train	JTI
Prepare for end-user training	Train	Court
On-screen help -	Train	Court
The universal view provides the complete eCourt documentation; its Table of Contents can be sorted by role to parallel training courses and facilitate the focus during "refresher" reviews	Train	Court

Most screens have "help" that is brought to the user's open screen when you click on the "?" at the top of the screen. Consequently, the user continues to see what they are working on while they view the help information	Train	Court
Every element on the screens can also have tailored help. Just insert a "?", for example, next to a dropdown, and then click on it to see a note explaining the dropdown while the screen remains open	Train	Court
Video -		Court
Incorporate video instructions from supervisors for each screen or task, for example, filing a document	Train	Court
Create course curriculum for each role using the configured screens and workflows. Typically, this includes a basic user training course that covers the subjects listed as documents above and a specific business area course	Train	Court/JTI
Prepare the training schedule, arrange for the facilities and notify the end users	Train	Court
Train the trainers	Train	Court

***END OF EXHIBIT 11***

## EXHIBIT 12

### TRANSITION SERVICES

**1. Termination Procedures.** Upon any termination of this Agreement, Contractor shall (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, and (ii) provide all assistance 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. Such continuing services and assistance shall be provided to the JBE for a period up to thirty-six (36) months after the effective date of the termination (the “Transition Period”), and may include, upon the JBE’s request, the following services: (i) assign as specifically requested by the JBE all of the rights, title, and interest of Contractor in all orders and subcontracts relating to Contractor’s obligations under this Agreement; (ii) take such action as may be necessary or as directed by the JBE 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 interest; (iii) continue performance of any work as directed by the JBE in writing, and (iv) take any other steps reasonably required by the JBE with respect to this Contract.

**2. Software Support.** Contractor understands and agrees that, during the Transition Period, the JBE will 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 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, and the parties shall attach hereto a mutually agreed pricing exhibit to this Participating Addendum for the Superior Court of California, County of **[County Name]** based on the license and hosting pricing table set forth in the Master Agreement and the specific requirements of the JBE with respect to number of Users, whether hosted services are requested, and professional services requested.
- (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*], unless earlier terminated in accordance with the provisions of the Master Agreement or Exhibit 4 thereto.
- (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:

<b>If to Contractor:</b>	<b>If to the JBE:</b>
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

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:

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- (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**

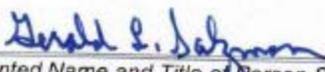
**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT  
AND HOUSING ACT CERTIFICATION**

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.

<i>Company Name (Printed)</i> <b>Journal Technologies, Inc.</b>		<i>Federal ID Number</i> <b>87-0626854</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Gerald L. Salzman, President</b>		
<i>Date Executed</i> <b>10/25/2017</b>	<i>Executed in the County of Los Angeles in the State of California</i>	

**END OF EXHIBIT 14**

## EXHIBIT 15

### ACCESSIBILITY

Contractor shall comply with all applicable provisions of the California Code of Civil Procedure (CCP) §1010.6, and all applicable rules adopted by the Judicial Council pursuant to CCP §1010.6 to implement such provisions.

As of June 2017, California Assembly Bill #103 (AB103) was enacted amending CCP §1010.6, adding subdivision (h), which states in pertinent part:

*(h) (1) The Judicial Council shall adopt uniform rules to implement this subdivision as soon as practicable, but no later than June 30, 2019.*

*(2) Any system for the electronic filing and service of documents, including any information technology applications, Internet Web sites, and Web-based applications, used by an electronic service provider or any other vendor or contractor that provides an electronic filing and service system to a trial court, regardless of the case management system used by the trial court, shall satisfy both of the following requirements:*

*(A) The system shall be accessible to individuals with disabilities, including parties and attorneys with disabilities, in accordance with Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794d), as amended, the regulations implementing that act set forth in Part 1194 of Title 36 of the Code of Federal Regulations and Appendices A, C, and D of that part, and the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).*

*(B) The system shall comply with the Web Content Accessibility Guidelines 2.0 at a Level AA success criteria.*

*(3) A vendor or contractor that provides an electronic filing and service system to a trial court shall comply with paragraph (2) as soon as practicable, but no later than June 30, 2019. Commencing on the operative date of this subdivision, the vendor or contractor shall provide an accommodation to an individual with a disability in accordance with subparagraph (D) of paragraph (4).*

*(4) A trial court that contracts with an entity for the provision of a system for electronic filing and service of documents shall require the entity, in the trial court's contract with the entity, to do all of the following:*

*(A) Test and verify that the entity's system complies with this subdivision and provide the verification to the Judicial Council no later than June 30, 2019.*

*(B) Respond to, and resolve, any complaints regarding the accessibility of the system that are brought to the attention of the entity.*

*(C) Designate a lead individual to whom any complaints concerning accessibility may be addressed and post the individual's name and contact information on the entity's Internet Web site.*

*(D) Provide to an individual with a disability, upon request, an accommodation to enable the individual to file and serve documents electronically at no additional charge for any time period that the entity is not compliant with paragraph (2) of this subdivision. Exempting an individual with a disability from mandatory*

*electronic filing and service of documents shall not be deemed an accommodation unless the person chooses that as an accommodation. The vendor or contractor shall clearly state in its Internet Web site that an individual with a disability may request an accommodation and the process for submitting a request for an accommodation.*

*(5) A trial court that provides electronic filing and service of documents directly to the public shall comply with this subdivision to the same extent as a vendor or contractor that provides electronic filing and services to a trial court.*

*(6) (A) The Judicial Council shall submit four reports to the appropriate committees of the Legislature relating to the trial courts that have implemented a system of electronic filing and service of documents. The first report is due by June 30, 2018; the second report is due by December 31, 2019; the third report is due by December 31, 2021; and the fourth report is due by December 31, 2023.*

*(B) The Judicial Council's reports shall include all of the following information:*

*(i) The name of each court that has implemented a system of electronic filing and service of documents.*

*(ii) A description of the system of electronic filing and service.*

*(iii) The name of the entity or entities providing the system.*

*(iv) A statement as to whether the system complies with this subdivision and, if the system is not fully compliant, a description of the actions that have been taken to make the system compliant.*

*(7) An entity that contracts with a trial court to provide a system for electronic filing and service of documents shall cooperate with the Judicial Council by providing all information, and by permitting all testing, necessary for the Judicial Council to prepare its reports to the Legislature in a complete and timely manner.*

**END OF EXHIBIT 15**