





**MASTER AGREEMENT**

AGREEMENT NUMBER <b>MA- 2017-03</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 California Superior Courts identified in Exhibit 1 (Definitions). Each California Superior Court that enters into a Participation Agreement with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, the “Participating Entities”). 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 **July 1, 2018** (“Effective Date”) and expires on **June 30, 2023** (“Expiration Date”).  
This Agreement includes one option to extend through **June 30, 2028**.
- The title of this Agreement is: Master Agreement for **Electronic Filing Services Software, Professional Implementation, and Support and Maintenance 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.

Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Licensed Software and Additional Terms Exhibit 5 – Specifications Exhibit 6 – Statement of Work Exhibit 7 – Acceptance and Sign-Off Form Exhibit 8 – Fees, Pricing and Payment Terms Exhibit 9 – Maintenance and Support Exhibit 10 – Training	Exhibit 11 – Transition Services Exhibit 12 – Participation Agreement Exhibit 13 – Accessibility Attachments: RFP Exhibit 1 - EFM Functional Requirements RFP Exhibit 2 - EFSP Functional Requirements RFP Exhibit 3 – Non-Functional Requirements RFP Exhibit 4 – Standards Management RFP Exhibit 5 – Implementation and Deployment RFP Exhibit 6 – Service Level Standards RFP Exhibit 7 – Support and Maintenance
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<b>ESTABLISHING JBE’S SIGNATURE</b>	<b>CONTRACTOR’S SIGNATURE</b>
<b>Judicial Council of California</b>	<b>Journal Technologies, Inc.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Mona Lawson Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Gerald L. Salzman, President</b>
DATE EXECUTED <b>5/22/2018</b>	DATE EXECUTED <b>5/11/18</b>
ADDRESS 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-3509	ADDRESS 915 E 1 <sup>st</sup> Street Los Angeles, CA 89912

## 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 Participation Agreement, 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. **California Electronic Court Filing Standard:** is the XML format for transmitting data between systems. It is comprised of the "OASIS LegalXML Electronic Court Filing (ECF)" standard XML schemas and California Superior Court extension XML schema(s). The California Superior Court extension XML schema(s) will be jointly developed as part of this Agreement.
5. **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 Participation Agreement, (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 and lawfully 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.
6. **Contractor:** individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participation Agreement. Contractor is a party to this Agreement.

7. **Data:** information, including, but not limited to, Confidential Information, personal information, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
8. **Data Safeguards:** the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are required by applicable laws or a Statement of Work mutually agreed between Contractor and a JBE.
9. **Deliverable(s):** Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participation Agreement, that Contractor shall complete and deliver or submit to JBEs.
10. **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.
11. **Licensed Software:** Contractor's commercially available Software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto.
12. **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 new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).
13. **Maintenance Release(s):** those modules, improvements, enhancements, upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 9 (Maintenance and Support).
14. **Material(s):** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
15. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.

16. **Participating Entities:** Each and any of the 58 California Superior Courts shall have the right to participate in this Agreement and become a Participating Entity by executing a Participation Agreement with Contractor.
17. **PCC:** California Public Contract Code.
18. **Project Lead:** Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participation Agreement. Contractor's Project Lead may vary by Participating Entity.
19. **Project Manager:** JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participation Agreement.
20. **Source Code:** the source language code of the Licensed Software as the same is written by the programmers thereof.
21. **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).
22. **Stop Work Order:** written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days, or for a longer period by mutual agreement of the parties.
23. **Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.
24. **Support Services:** those services required to support or maintain the Licensed Software, in accordance with the terms of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).
25. **Task:** one or more functions, services, or actions, as specified in this Agreement or a Participation Agreement, to be performed by Contractor for the JBE.
26. **Third Party:** any individual or entity not a party to this Agreement.
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 Participation Agreement.

28. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software and/or Documentation.

29. **Work:** any or all labor, services, Deliverables, training, equipment, supplies, Materials, Tasks, and any other items (including the Licensed Software) or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participation Agreement. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s) or Statements of Work.

***END OF EXHIBIT 1***

## EXHIBIT 2

### BACKGROUND AND PURPOSE

#### 1. Background, Purpose, and Ordering.

- 1.1 The Judicial Council of California on behalf of the Superior Courts of California issued RFP No. BAP-2017-01-PC to enter into one or more master agreements with suitable vendors to provide both an electronic filing manager (EFM) and an indigent/government agency (I/GA) electronic filing service provider (EFSP) solution that could be employed by the Superior Courts of California to expand the adoption of e-filing across the state while supporting innovation and minimizing costs.

Electronic filing (e-filing) is the process of submitting documents, such as pleadings, motions and petitions, to the court over the Internet. An EFSP provides an online service to assist the e-filer with their documents and acts as an intermediary between the e-filer and the courts. The EFSP provides the interface to the e-filer, collects filing data, any fees required, and may provide educational or other value-added services (e.g. process serving, billing assistance). The EFM interacts with the EFSP by electronically accepting the filing, settling the payment, presenting the filing for clerical review and, upon approval, helping to electronically move the data and the document into the court's case and document management systems.

- 1.2 Each EFM and I/GA EFSP solution hosted application suite should accomplish the following:

- Support e-filing statewide for all litigation types.
- Integrate with "core" case management systems (CMSs) employed by California courts, i.e., CMS applications provided by:
  - Journal Technology, Inc.
  - Justice Systems, Inc.
  - LT Court Tech, a Thomson Reuters business.
  - Tyler Technologies, Inc.

These CMSs are integrated with a document management system (DMS).

- Integrate with the SunGard ONESolution CMS employed by a California Superior Court that achieved certification of compliance with California Electronic Court Filing Standard.
  - Provide accounting support to allow courts to reconcile for-fee EFSP filing.
  - Provide a zero-cost e-filing option for indigent and government filers.
- 1.3 This Agreement will be for EFM and I/GA EFSP solutions that are comprised of a combination of products and services to support implementation and ongoing operation of these hosted services. The ancillary services related to the delivery of the EFM and

I/GA EFSP solution application services include professional and administrative services related to implementation and ongoing operations and support of these applications. These products and ancillary services are collectively known as “e-filing services.”

- 1.4 Contractor commits to implementing and operating these application services in any California Superior Court requesting to engage under a Participation Agreement as set forth in this agreement.
- 1.5 The parties acknowledge that a material consideration of this Agreement is the ability for all interested JBEs to be able to participate in this Agreement. Therefore, in the event Contractor unreasonably refuses or fails to execute a Participation Agreement with an interested JBE after such JBE has presented Contractor with a Participation Agreement for execution, Contractor shall be prohibited from executing any Participation Agreement with any other JBE, unless and until Contractor executes a Participation Agreement with all interested JBEs. The foregoing provision is not intended to limit any other JBE rights or remedies available.
- 1.6 The proposed solution will be at no cost to the JCC or Superior Courts (i.e., the selected vendor will not be paid by those Judicial Branch Entities [JBEs] for development, implementation, deployment, hosting, training, maintenance, support, etc. for the vendor portion of the solution for the duration of any resulting contract or renewal).
- 1.7 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.
- 1.8 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 Participation Agreement with Contractor in the form attached as Exhibit 12 (Participation Agreement). Pricing for Work shall be in accordance with the prices and fees set forth in this Agreement. After a Participation Agreement has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participation Agreement in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participation Agreement.
- 1.9 Each Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participation Agreement, subject to the following: (i) each Participation Agreement shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participation Agreement; (ii) the Participation Agreement 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 Participation Agreement may not extend beyond the expiration date of the Agreement. The Participation Agreement 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 Participation Agreement from a Participating Entity. The Contractor

shall promptly provide the Establishing JBE with a fully-signed copy of each Participation Agreement between the Contractor and a Participating Entity. Failure by Contractor to timely execute a Participation Agreement 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.

- 1.10** Any term in a Participation Agreement (including a Participating Entity's Statement of Work) 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 that Participating Entity. Fees and pricing in any Participation Agreement may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- 1.11** The JBE signing the Participation Agreement shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participation Agreement; 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 Participation Agreement signed by such JBE, nor shall any breach by a JBE under a Participation Agreement give rise to a breach under any other Participation Agreement 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 Participation Agreement), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.12** 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.

***END OF EXHIBIT 2***



### EXHIBIT 3

## GENERAL TERMS AND CONDITIONS

### 1. Scope of Work; Acceptance; Prior Work.

**A. Description of Work to be Provided.** Contractor agrees to provide electronic filing services software, professional implementation, and support and maintenance services as set forth in Contractor's response to RFP BAP-20170-01-PC, including Contractor's responses to the RFP Exhibit 1 - EFM Functional Requirements, RFP Exhibit 2 - EFSP Functional Requirements, RFP Exhibit 3 – Non-Functional Requirements, RFP Exhibit 4 – Standards Management, RFP Exhibit 5 – Implementation and Deployment, RFP Exhibit 6 – Service Level Standards, and RFP Exhibit 7 – Support and Maintenance, which are incorporated into Exhibit 5, Specifications.

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

- i) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- ii) a milestone schedule for the completion of the services, Deliverables, and Work;
- iii) any acceptance criteria in addition to the acceptance provisions set forth in Section 1(B) below;
- iv) the personnel to be assigned, along with their job classification, if applicable;
- v) if applicable, 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; and
- vii) a project plan that addresses the scope and detail of services to be performed.

### **C. Acceptance.**

i) 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 must be determined by the JBE's Project Manager prior to the go-live of Contractor's eCourt system.

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

iii) If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1(B)(iii) until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

iv) If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies.

**D. 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.

**E. Non-Exclusivity.** This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

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

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

i) The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions,

deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

ii) For any change proposed by a JBE or Contractor, the JBE or Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;

To which Contractor will submit in writing:

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.

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

iv) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the 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.**

i) 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 (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

ii) 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 (90) 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).

iii) 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 (30) days after the end of the applicable Stop Work period.

iv) 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.

v) 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.**

i) Contractor grants to the JBE a non-exclusive license to: (a) use the Licensed Software for the purpose of conducting the JBE's business. The JBE's rights hereunder shall permit the access to and use of the Licensed Software by (a) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of the courts of the State of California, (b) 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, (c) 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 (d) the JBE's service providers, but only in connection with their providing 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.

ii) Notwithstanding any other provision in this Agreement, JBE third-party contractors (which shall include the agents, employees and contractors of the Judicial Council of California) may, with the prior written consent of Contractor: (a) use the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (b) use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; and (c) use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE.

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

i) **License Restrictions.** Unless expressly permitted in this Agreement or as permitted by applicable law, the JBE shall not (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.

ii) **Additional License Terms.** The JBE and Contractor agree to the license terms, if any, set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to (as applicable) the terms of this Section 3(B)(ii). 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.** Except as otherwise provided in Exhibit 9 (Maintenance and Support), during the term of this Agreement, 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, 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; (iii) 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, as and when such law may change from time to time during the term; provided that this clause (iii) shall apply only to the electronic filing manager and electronic filing service provider components of the Licensed Software, and shall not, in any event, apply to Contractor's eCourt system; and (iv) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall not include those new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality not provided or performed by the Licensed Software originally licensed to the JBE; provided, however, that such new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality shall be considered Maintenance Releases (a) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed by Contractor free of charge to its customers, (b) 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 (c) 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 agrees to permit the installation or implementation of all Maintenance Releases such that, after the JBE's acceptance of the Licensed Software and at all times thereafter during the term, the version of the Licensed Software in use by the JBE either (i) was first made generally available by Contractor within thirty-six (36) months of then-current date, or (ii) is within one (1) major release of the most recent release of the Licensed Software made generally available by Contractor; provided, however that the JBE shall have the 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 that is materially detrimental to the JBE's use of the Licensed Software, or (iii) significant reprogramming or reconfiguration of the Licensed Software that is materially detrimental to the JBE's use of the Licensed Software.

**C. Support Services.** During the term of this Agreement and each Participation Agreement, 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 (Classification of Errors) of Exhibit 9 (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 9 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 9 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 9 (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 9 (Maintenance and Support).

## 5. Data and Security.

**A. Safety and Security Procedures.** Contractor shall maintain and enforce industry-standard safety and physical security policies and procedures.

## **B. Data Security.**

(i) Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement.

(ii) 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. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.

(iii) No 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 writing in advance by the JBE. The physical location of Contractor’s data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data housed in the Licensed Software will be available to the JBE (and its authorized users) in accordance with the applicable Service Levels, as described in Exhibit 9 (excluding agreed-upon maintenance downtime). 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 and all copies shall be permanently removed from Contractor’s system, records, and backups, and all subsequent use of such information by Contractor shall cease.

(iv) 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.

**C. Data Breach.** If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of Contractor’s personnel becoming actually aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use,

modification or disclosure of the 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) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE's satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. 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 this Section 5, 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.

**D. Security Assessments.** Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to the data security of the JBE Data and the Contractor's Information Security Program. Contractor performs, at its own expense, regular assessments of its compliance with its privacy and data security obligations. If the JBE requires additional or different assessments of such compliance, then upon the JBE's request, Contractor shall, at the JBE's expense, perform, or cause to have performed such additional or different assessment of Contractor's 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 any such assessment, and, at its expense, take any corrective actions.

**E. 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 (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. 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.



**F. Data Backups.** If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- Recover from backup within the timeframe set forth in the Service Level requirements;
- Recover recently posted transactions within the timeframes set forth in the Service Level requirements; and
- Encrypt backup data.

**G. Transition Period.** For ninety (90) days prior to the expiration date of this Agreement or any Participation Agreement, or upon notice of termination of this Agreement or any Participation Agreement, Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE. During the transition period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

**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 (3) 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 (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

**8. Assignment.** Contractor will not assign its rights or obligations under this Agreement (including any Participation Agreement), either in whole or in part, without the prior written consent of the Establishing JBE. Any attempted assignment will be voidable at the Establishing JBE's discretion. 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.** Contractor and the JBE 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 represents and certifies the following:

**A. Authorization/Compliance with Laws.** (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the JBEs under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all applicable laws; and (vii) Contractor pays all undisputed debts when they come due.

**B. No Harassment/Nondiscrimination.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

**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 (1) 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 (2) years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one (1) 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 is in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 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.

**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:

i) 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.

ii) 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.

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**L. Child Support Compliance Act.**

i) 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

ii) 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.** Not applicable.

**11. Conflict of Interest; Prohibition Against Gratuities.**

**A. Conflict of Interest.**

i) 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.

ii) 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.

iii) 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.**

i) 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.

ii) For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participation Agreement, 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, is 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, 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.

**B. Disallowance.** If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request.

### **13. Contractor Status.**

#### **A. Independent Contractor.**

i) 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.

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

iii) If any governmental entity concludes in a final written order, judgment or similar statement of findings that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participation Agreement 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.**

i) 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.

ii) 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.

iii) 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.

iv) 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 Participation Agreement (including 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 Participation Agreement.

## **D. Permits, Laws, and Regulations.**

i) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the 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.

ii) Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participation Agreement 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.**

i) 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 Participation Agreement. 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.

ii) 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 Participation Agreement. Contractor will incorporate this Agreement and any applicable Participation Agreement 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 Participation Agreement. 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.**

i) 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.

ii) 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 Participation Agreement 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.

iii) 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 Participation Agreement.

## 15. Force Majeure.

A. Force Majeure events include, but are not limited to:

- i) catastrophic acts caused by nature or public enemy;
- ii) civil disorder;
- iii) fire or other casualty for which a party is not responsible; and
- iv) quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

## 16. Indemnification.

A. To the fullest extent permitted by law, 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 the negligence or willful misconduct of Contractor or its officers, employees, agents, representatives, or Subcontractors in the performance of this Agreement and the affected JBE's Participation 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 or the affected JBE's Participation Agreement, 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. 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.

C. 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.

## 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 Participation Agreement:

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

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

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

**D. *Professional Liability.*** The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, 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 Work 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 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 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 the Establishing JBE and any Participating Entity; provided, however, that Contractor shall not be required to give such a statement regarding cancellation with regard to the workers' compensation 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, 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 the affected JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

**B. Permissible Disclosures.** Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any

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

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

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

**E. Breach of Confidentiality.** Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure 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.

## **19. Ownership of Intellectual Property.**

**A.** Except as provided in this Agreement, Contractor agrees that (i) all Data, Deliverables, Materials and Work created by Contractor specifically and solely for the purpose of providing services to a JBE under this Agreement or any Participation Agreement 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 providing services to the JBE.

**B.** All ownership and control of Creations, Data, Deliverables, 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 providing services to a JBE under this Agreement or any Participation Agreement shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Deliverables, 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. Notwithstanding any other provision to the contrary, this Agreement grants the JBEs no title or rights of ownership in the Licensed Software or 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.

D. 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, Deliverables, Materials or Work owned by the JBEs 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 Participation Agreement 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 (10%) 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.**

i) **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 Participation Agreement from the date of first productive

use of the Work or Deliverable, as applicable, and free from all defects in materials and workmanship.

ii) **Licensed Software Warranty.** Contractor hereby warrants and represents that, commencing on the date of the JBE's acceptance, final cutover or first productive use of the Licensed Software, whichever is latest, and thereafter during the term of the applicable Participation Agreement, that (a) the Licensed Software, as installed and configured for the JBE, will perform in accordance with and conform to the applicable Specifications in all material respects, and (b) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing software program(s) as installed as of the effective date of the Participation Agreement.

iii) **Malicious Code/Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software 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: (a) unauthorized access to or intrusion upon; (b) disabling or erasure of; or (c) 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.

iv) **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.

v) **Warranty of Law.** Contractor warrants and represents that to the best of Contractor's knowledge: (a) there is no claim, litigation or proceeding pending or threatened against Contractor 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; (b) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (c) Contractor has full authority to enter into this Agreement and any Participation Agreement and to consummate the transactions contemplated hereby; and (d) Contractor's performances under this Agreement and any Participation Agreement 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.

(vi) **Warranty of Title.** Contractor warrants and represents that (a) it has good title to the Licensed Software; (b) it has the absolute right to grant to the JBE the licenses granted hereunder; (c) the JBE shall quietly and peacefully use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (d) 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").

vii) **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.

vii) **Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participation Agreement, 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 9 (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 in accordance with the Service Level criteria set forth in Exhibit 9 (Maintenance and Support). If the breach relates to Section 22(B)(v) (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 Participation Agreement 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 11 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

ix) 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 Participation Agreement 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, Sections 5 (Data and Security), 8 (Assignment), 7 (Audit; Retention of Records), 16 (Indemnification), 18 (Confidentiality, Non-Disclosure, and Data Security), 22.B (Warranties), and 26.D.iii (Transition Services).

**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 Participation Agreement, 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 Participation Agreement, 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 Participation Agreement) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading in any material respect when made.

**B. Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participation Agreement) for convenience upon thirty (30) days prior Notice; provided, however, that if the Licensed Software with respect to such JBE has gone live prior to delivery of such termination Notice, no termination for convenience by such JBE shall be effective prior to the one-year anniversary of the go-live of the Licensed Software with respect to such JBE. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice. If a JBE terminates all or part of a Participation Agreement for convenience before the go-live of the Licensed Software with respect to such JBE, the JBE will reimburse Contractor for actual and documentable expenses incurred by Contractor through the date of Contractor’s receipt of the termination Notice.

**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 Participation Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participation Agreement). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participation Agreement), and each JBE may

limit Contractor's Work (and reduce proportionately Contractor's fees) upon thirty (30) 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 Participation Agreement) has become infeasible due to changes in applicable laws

**D. Effect of Termination.**

i) [RESERVED]

ii) [RESERVED]

iii) **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 11 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

**E. RESERVED.**

**F. Term and Termination.**

(i) 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. The Establishing JBE will have the right to extend the term of this Agreement one additional five-year option period (the "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.

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

**27. Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT SHALL THE TOTAL

LIABILITY OF A PARTY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED \$2,500,000. IN NO EVENT SHALL THE TOTAL LIABILITY OF A PARTY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF A PARTICIPATION AGREEMENT EXCEED \$2,500,000. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 16.

**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.** A JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participation Agreement 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 (1) 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 value 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 sixty (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 may not make any public announcement, press release, or other writing relating to this Agreement or any Participation Agreement that is not necessary for the performance or completion of the Work 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 Participation Agreement may be executed in counterparts, each of which is considered an original.

**38. Singular and Plural Usage.** 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.

**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>
Journal Technologies, Inc. 915 E. First Street Los Angeles, CA 90012 Attn: President	Judicial Council of California Attn: Contracts Supervisor 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348
<u>With a copy to:</u>  Munger, Tolles & Olson LLP 350 South Grand Avenue, 50th Floor Los Angeles, CA 90071 Attn: Mark Sayson	<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.

**END OF EXHIBIT 3**

## **EXHIBIT 4**

### **LICENSED SOFTWARE AND ADDITIONAL TERMS**

Products for eCourt installations in which Contractor provides the EFM and I/GA EFSP solutions:

- JTI eCourt ECF Services
- JTI Electronic Filing Manager (EFM)
- JTI I/GA EFSP

Products for non-eCourt installations in which Contractor provides the EFM and I/GA EFSP solutions:

- JTI Electronic Filing Manager (EFM)
- JTI I/GA EFSP

Products for eCourt installations in which Contractor does not provide the EFM or I/GA EFSP solutions:

- JTI eCourt ECF Services

## **EXHIBIT 5**

### **SPECIFICATIONS**

The following attachments, setting forth the Licensed Software's functional requirements and specifications and Contractor's responses thereto, are incorporated into this Exhibit 5 (Specifications):

- RFP Exhibit 1 - EFM Functional Requirements
- RFP Exhibit 2 - EFSP Functional Requirements
- RFP Exhibit 3 – Non-Functional Requirements
- RFP Exhibit 4 – Standards Management
- RFP Exhibit 5 – Implementation and Deployment
- RFP Exhibit 6 – Service Level Standards
- RFP Exhibit 7 – Support and Maintenance





**Judicial Council of California**  
**Exhibit 6 - e-Filing Statement of Work**



### Overview

This Statement of Work (SOW) will outline Journal Technologies, Inc's (JTI) approach towards collaborating with Judicial Council of California (JCC)/Superior Court's implementation of JTI's eCourt Electronic File Manager (EFM) system. Once a court has selected JTI as its EFM e-Filing solution our project team will begin to outline the framework for each courts implementation.

JTI understands that we must collaborate with JCC to receive/create an approved California Electronic Court Filing standard collaborating on specific court ECF extensions etc and IAM solutions. Additionally during the design, construction and implementation of the California Electronic Court Filing Standard and operating architecture (e.g. IAM etc.) JTI will work with both JCC and Court's to produce a streamlined and efficient California e-Filing solutions. Once a court has selected JTI's EFM e-Filing solution our objective towards defining, developing, and deploying will consist of several threads beginning with:

### System Architecture and Technology

The eCourt application components are designed using the principles of Software as a Service (SaaS) and Service Oriented Architecture (SOA). Configurable multi-tenant principles of the SaaS Model are utilized to provide a scalable implementation for a statewide system. Service Oriented Architecture (SOA) is a software architecture that uses loosely coupled software services to support the requirements of business processes. Resources on a network in an SOA environment are made available as independent services that can be accessed without knowledge of their underlying platform implementation.

Our true browser-based system enjoys a unique advantage over other systems: it was architected from the ground up as a highly configurable "business processing engine" to be the centerpiece for document management, case management and eFiling solutions. These solutions are used by trial and appellate courts, prosecutor and public defender offices, and other governmental agencies including probation and pretrial offices. All components of the eFiling solution are hosted within Amazon Web Services (AWS). The EFM can communicate with CMS solutions on premise or hosted as desired by each individual Court.

We will configure, subject to agreed upon California Electronic Court Filing Standards, the EFM to individual court specifications starting with our California baseline configuration. The California baseline configuration will support all case types, using automation by eCourt's configurable workflow engine.

### Development Methodology

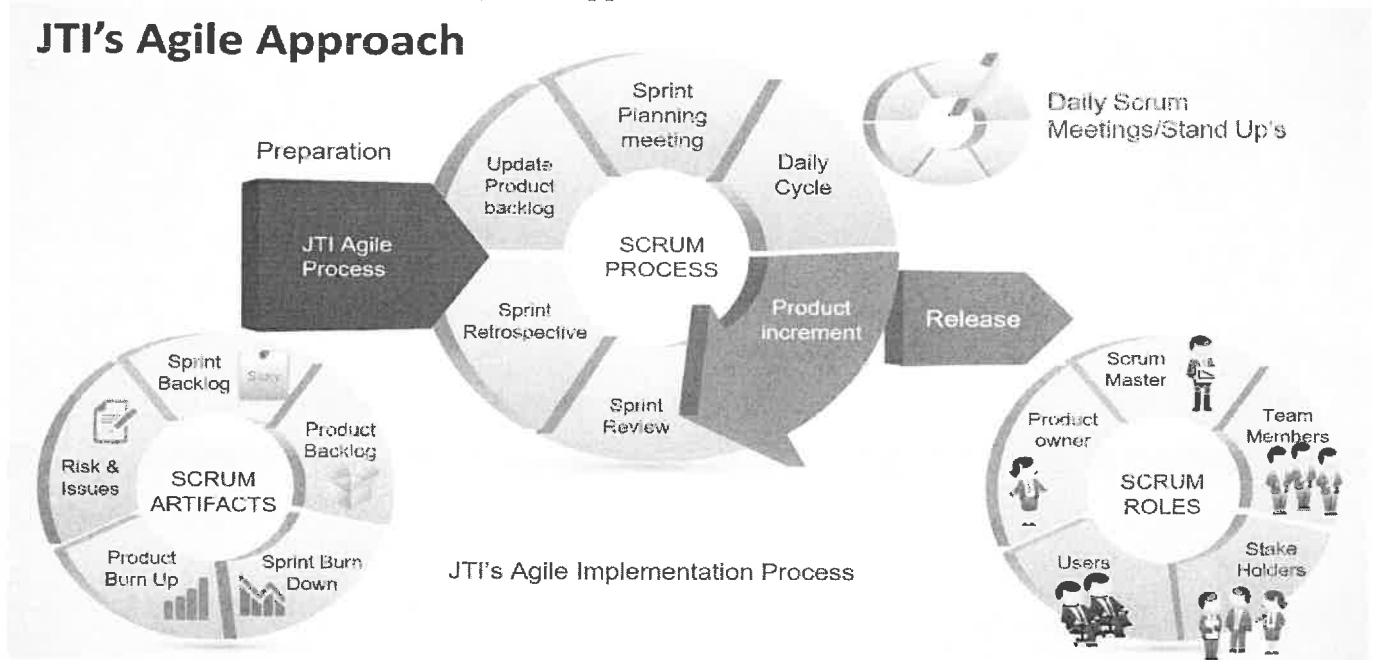
Journal Technology, Inc uses an agile development methodology (see Figure 1) which facilitates

iterative building, refinement and testing of new functionality. Using the Scrum process, JTI's development teams deliver functionality in 1–3 week “sprints” rather than in one final deliverable at the end of development.

This approach offers various benefits both for the Court and JTI including: reduction of unwanted surprises at the end of a development cycle, mutual understanding of scope and desired outcomes and more predictable end-results. Scrum allows for a more collaborative approach (e.g. more face to face interaction). Within this team structure, there is more emphasis on cross functional roles, team requirement gathering, and team testing case design.

Regular meetings, called stand-up meetings, and constant team interaction enable quick modification and adjustment while also facilitating issue resolution. Quality-minded coding and a detailed test effort makes the team more aware of gaps in requirements, technology used, or defects in specific functions. Sprint review meetings provide both JTI and our client management teams with progress on the project, identifying successes and gaps well in advance of delivery.

Figure 1 – JTI's Scrum Development Approach



### JTI's Agile Steps

**Product Update/Backlog** – The product backlog is a prioritized list of features that contains every desired feature or change for the project as a whole. These features are typically written in a “user story” format (i.e. as a \_\_\_ I want to \_\_\_ so that I can \_\_\_.)

**Sprint Planning** – The sprint planning meetings occur at the start of each sprint. During this meeting the Project Manager (PM) presents the top items in the product backlog to the team. It is

the team's responsibility to select the work they are committing complete to in the upcoming sprint. It is important to note that the team may select backlog items not in the items presented by the Project Manager. This could be for a variety of reasons, some of which would include the need for a prerequisite feature to be built or the fact that a team member will be out of the office for some/all of the sprint. Product Backlog items that are committed to in the sprint are moved to a Sprint Backlog, which effectively becomes the agenda for the Sprint Review later in the process.

**Sprint Daily Cycle** – This is the allotment of time, typically 1-3 weeks for each team to work Sprint Backlog items. During each sprint, the team meets daily, usually no longer than 15 minutes, with all team members required to attend. This provides an excellent way to quickly disseminate information that impacts the project. These meetings are facilitated by the Scrum Master(SM)/Project Manager(PM). The purpose of each meeting is to report progress and any issues/roadblocks that a team member is facing. It is important to note that issues/roadblocks are not typically resolved in each meeting, but rather only identified. It would then be up to the SM/PM and the team member to work after the Daily Stand Up to remediate issue or roadblocks.

**Sprint Review** – At the end of each sprint, the team demonstrates completed functionality internally and sometimes the court. Typically, this takes the form of software demonstrations. However, in early sprints where some or all of the new software is foundational in nature, there may not be a lot to “see”. As one would expect, the entire team is required for this meeting, but this is also the meeting where external stakeholders, both from JTI and the client, are encouraged to attend. Because the purpose of Scrum is to foster collaboration, some level of discussion occurs during the meeting. However, if the SM/PM determines that there is a topic that cannot be easily resolved during the time allocated for the meeting, they will put that topic in the parking lot and schedule additional meetings for further discussion/resolution.

**Sprint Retrospective** – After the sprint review meeting and before the next sprint planning meeting, the team conducts a sprint retrospective meeting. The purpose of this meeting is to discuss process. During this meeting the team reflects on how well they are working together and identifies changes they may want to make in upcoming sprints to become even more effective. If there are no major process issues, this meeting can be very short. If there are issues, the SM/PM documents them and works with the team in upcoming sprints to adjust.

### **Scrum Team**

A JTI Scrum team is typically 3 to five people on any type of e-filing project. Everyone on the project works together to complete the set of work. Some tasks (e.g. testing or writing content for documentation) may be assigned to any member of the team with the capacity and knowledge to perform that task. However, as expected, some tasks (e.g. software coding) are only assigned to a specific type of team member.

In addition, there are usually two new roles – SM/PM and Product Owner. Below is a definition of how JTI has defined and adapted the roles of a Scrum team.

**Scrum Master(SM)** – The Scrum Master is often considered the “Coach” of the team, helping them do their best work possible. This may include facilitating meetings, removing impediments to progress or working with the Product Owner to ensure the backlog is in good shape for the next sprint(s). The Scrum Master can also be thought of as the “process owner” for the

team, creating a balance between the team and the stakeholders. The SM is typically a former project manager or technical lead, but can be anyone with the right skill set.

**Product Owner** – The Product Owner is typically the key internal stakeholder to the team and is the “voice of the customer” to the team. They also have a responsibility to JTI’s Product Management team to ensure that any new features fall in line with the longer-term vision for the product. They convey the vision for the specific project to the team in part through the product backlog, which is a prioritized features list for the project. In return for the Scrum team’s commitment to complete a set of work during a sprint, the reciprocal commitment from the Product Owner is to not throw in new requirements during a sprint. Requirements are allowed to change but manifest themselves as new stories for future sprints. Communication is a large part of the Product Owner role – to the team and to internal/external stakeholders.

**Business Analyst** – On a smaller team, the Product Owner plays a role similar to a traditional Business Analyst role. In addition to their tasks as described above, they build in detailed product backlog. They may also write content for documentation and acceptance criteria used in testing.

**eCourt Engineer** – The Application Engineers on the team are responsible for the technical architecture and actual production of the software, including deployment. There may be a variety of levels and skillsets of Software Engineers, Application developer, Configurators on the team, as dictated by the type of work assigned on each project. As a team member, the Software Engineer may also be tasked during a sprint with building or executing test cases, as well as providing technical documentation that is necessary to understand, deploy and configure the software in the clients’ environments.

**Quality Assurance Analyst** – The Quality Assurance Analyst (QA Analyst) on the team works closely with the Product Owner, any additional Business Analyst and the e-Court Engineers to build test cases that would effectively validate the new software being produced by the team. Because the Scrum process is iterative, in later sprints the QA Analyst is also executing test cases on the units of new code and reporting defects as the team progresses. Those defects go into the product backlog and are evaluated by the Product Owner for future sprints.

**Court Stakeholders** – A critical component of Scrum is the regular sprint review process where new code is demonstrated, and acceptance criteria validated. During the sprint review process, it is essential to have participation from the clients that are to eventually receive this new software. The Client Stakeholders provide business context to the team and help validate that the software meets the needs stated at the outset of the project. It is not uncommon that during the sprint review, the collaboration of the Scrum team and the Client Stakeholders will uncover requirements that were missed or misunderstood during the original scoping discussions. It is then up to the Court Stakeholders to provide guidance as to priority of these new requirements in comparison to what is already in the product backlog. By providing timely decisions, the Court Stakeholders can help ensure that the project stays on time and on budget.

Stakeholders are involved during the entirety of the project and are instrumental in determining prioritization, they are familiar with what features the final product will have long before the project is delivered to them.

## Proposed Implementation Approach and Methods

### **Project Planning & Preparation (Discover/Define)**

The activities in the Project Planning and Preparation phase begin with a project kick-off meeting facilitated by JTI between core team members from JTI and the Court. At this meeting, all team members will be introduced, stakeholders identified, roles and responsibilities established, project requirements reviewed, communication plan discussed, and all project risks assessed. At the end of this meeting, action items will be captured and distributed to the team with the meeting minutes. The duration of the project kick-off meeting will be over one week including communication planning, gap analysis meetings and configuration analysis setup sessions, in addition to any other necessary agenda items.

The Project Kick-Off Meeting deliverables will include:

Draft Project Plan/Schedule

Project Kick-Off Meeting Minutes Discussing Strategy for Completion of Project Management Plan Documents (e.g. Communication/Change Control Plan etc.)

### **Communication Plan**

Based on the Project Kick-Off Meeting and with the input of the Court team, JTI will develop a Communication Plan. The purpose of the communication plan is to ensure that relevant, accurate, and consistent project information is provided to project stakeholders and other appropriate audiences. The communication plan provides a framework to manage and coordinate a wide variety of communications that take place during the project.

The communication plan covers who will receive the communications, how the communications will be delivered, what information will be communicated, who communicates, and the frequency of the communications. The Communication Plan will also establish type and regularity of executive and project team meetings.

### **Change Control Plan**

Based on the Project Kick-Off meeting and with the input of the Court's team, JTI will develop a Change Control Plan. The Change Control Plan will address and formally define the processes required for managing change on the Project and more specifically changes to project scope including time, any cost, resources, requirements, and deliverables. These defined processes will include systematic evaluation, coordination, approval or disapproval of proposed changes and implementation of properly approved/accepted changes. To this end, the Change Control Plan will incorporate scope, requirements, schedule, and cost management plans.

The Change Control Plan guidelines will serve as the officially recognized procedures governing change management in this Project.

### **Project Plan**

Based on the Project Kick-Off Meeting and with the input of the Court's team, JTI will develop a

**Project Plan.** The Project Plan will provide a definition of the project including the project’s goals and objectives. Additionally, the Plan will serve as a representation of the solution implementation strategy as currently envisioned to be executed. The project management plans defined above will be delivered concurrently with this document and are intended as supplemental material to this Plan.

An executive level court manager should be able to perform a brief inspection of the Project Plan and:

- Learn the purpose of the project
- Discover the business and project goals and objectives
- Clearly discern the project scope and expectations
- Understand the project constraints, assumptions, and dependencies
- Know who will be working on the project and their associated responsibilities
- Evaluate an estimate of the time and costs involved with completing the project
- Be aware of what risks have been identified for the project and the project team’s response
- Know how the quality of the processes and product of the project will be managed

**Project Team Staffing Recommendations & Responsibilities**

The Court Project Team members will assist JTI personnel as stipulated in this document. Throughout the course of the project, JTI will transfer knowledge to the County Project Team members required to be able to continue their duties maintaining, supporting the deployed solution after completion of the project. JTI recommends the following staffing levels for the Court Project Team:

Position Title	Number	Availability
<u>Project Manager</u> Will function as counterpart to the JTI PM Provide input for creation of all project related documents Coordinate resources Communicate with project stakeholders Ensure project schedule and scope remain intact	1	Shared resource for the duration of the Project.
<u>Operation Manager or Lead</u> Will work in conjunction with PM to assist the BSA/SME’s with validating system use cases Will assist in recommendation to court policy changes or business process changes based on e-Filing Assist in coordinating court resources	1	This position usually works side by side the PM.

Serve as an operation representative in executive meetings		
<u>Technical Manager or Lead</u> Will work in conjunction with PM to assist in all technical coordination Coordinate technical resources for a thread. Provide court technical expertise to PM	1	This position can be handled by another position if they have the underlying abilities based on role. Example: the PM could be both Tech lead & PM
<u>Network/Infra System Administrator</u> Maintain network structure for eCourt environments Communicate as necessary with local court IT staff to effectuate any required changes Deploy hardware and install software as necessary to individual courts	1	As needed
<u>Business Analysts/Subject Matter Experts (SME) End User Trainers(SME)</u> Assist with requirements development and system design. Assist with standardized configuration for each division and complete local configurations. Assist with User Acceptance Testing. Provide input for development of training material and training plan. Attend eCourt training and become certified on the system. Participate in end-user training classes in a supportive capacity. Assist end-users and help to facilitate issue resolution during post-implementations support period.	3-5	As needed to complete the tasks assigned throughout the SOW and training.

**Responsibilities:**

JTI Responsibilities

- JTI's Project Manager will provide project leadership, develop a



detailed project plan, and oversee any subsequent execution of this project. In support of this initiative, JTI shall:

- Assign a single point of contact for project management and issue resolution
- Assign appropriate resources for the performance of the services outlined in this SOW
- Adhere to the policies, procedures and scheduling established by this SOW
- Establish the Project Schedule (meetings, interviews, post-assessment dialogue, etc.)
- Provide a detailed Project Plan inclusive of all technical tasks, deliverables, milestones, resource assignments, and task duration (reflected in days) and a project timeline
- Develop an agreed upon architecture for the implementation
- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction
- Support and provide representation at meetings, which will cover performance status update, schedule update, pending changes, open issues and action items
- Coordinate any change to this SOW with the customer's IT Governance Committees and process them pursuant to the requirements of the Agreement.
- Meet at the conclusion of this project, to capture, discuss, and resolve any project issues that may have arisen since the start of implementation

#### Court Responsibilities

- Assign a Project Manager as the single point of contact for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Manager is responsible to ensure compliance with the State's obligations and ensure SME participation
- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform system administration tasks
- Ensure that on-site office facilities, and general office automation support (Internet access, printing, copying, faxing, telephone, etc.) are available to the consultants when working at county's facilities
- Attend all required meetings and data collection interviews. Be able to discuss, openly and honestly, the active topics presented
- Ensure all environment and operational requirements are met prior to implementation. Confirm that the work site is prepared to perform the engagement services
- Provide technical support for implementation teams, all vendors, and third parties as necessary during the Pilot Phase, thereafter resources for the Implementation Phase
- Conduct configuration on eCourt code tables including fees,

users, security rights, and person information with the oversight and direction of JTI

- Perform user acceptance testing per the Quality Assurance Plan
- Assume responsibility for all network connectivity, performance, and configuration issue

### Deployment Strategy and Timeline

Below is a **sample implementation plan/timeline**, these dates are tentative and a high-level overview, and based on a month business day installation timeframe, or approximately twelve months based purely on a calendar basis. This timeframe assumes that customer will have the equipment and personnel available to assist in this installation:

Task Name	ID	Start	Duration	Finish
Contract Start Date	1	1/2/2017	360 days	1/7/2018
<b>Deployment of software</b>	<b>2</b>		<b>180 days</b>	
<b>Phase 1 - Discover</b>	<b>3</b>		<b>3-5 days</b>	
Define Project Teams	4		1 day	
Set Up Project Forum	5		2 days	
Project Kick Off and Walk Thru -MILESTONE	6		1-2 day	
<b>Phase 2 - Define</b>	<b>7</b>		<b>15 days</b>	
Communication Plan	8		2 days	
Change Control Plan	9		2 days	
Requirements Gathering Logistics	10		3 days	
Initial Project Schedule	11		3 days	
<b>Requirements Analysis</b>	<b>12</b>		<b>5 days</b>	
Requirements	13		2 days	
Integration Requirements	14		1 day	
Requirements Signoff	15		2 days	
<b>Phase 3 - Design</b>	<b>18</b>		<b>10 days</b>	
Project Plan Delivered -MILESTONE	19		1 day	
Presentation	20		1 day	
Revisions	21		3 days	
Final Customer Review	22		2 days	
Final Project Plan	23		2 day	
Final Approval	24		1 day	
<b>Phase 4 - Develop</b>	<b>25</b>		<b>95 days</b>	
Application Enhancements of software Baseline & Configuration	26		45 days	

Data Conversion & Modifications	27	19 days
<b>Develop Test and User Acceptance Documentation</b>	<b>28</b>	<b>15 days</b>
Define Acceptance/Validation Criteria & Tests	29	2 days
Develop Validation/Test Scenario Scripts	30	3 days
Validation/Test Plan Draft	31	3 days
Validation Plan Review and Signoff	32	3 days
Validation Planning Complete	33	1 day
<b>Training Documentation &amp; Manuals</b>	<b>34</b>	<b>10 days</b>
Training Needs Assessment	35	5 days
Training Plan Draft	36	2 day
Training Plan Review and Signoff	37	3 days
<b>System Admin/End User Training Materials</b>	<b>38</b>	<b>20 days</b>
Manuals/Documentation Updates	39	2 days
All training documentation complete -	40	3 days
<b>MILESTONE</b>		
eCourt EFM Solution User Acceptance Testing	41	15 days
<b>Phase 5 - Demonstrate</b>	<b>42</b>	<b>5 days</b>
Training Site Designated	44	2 days
<b>System Validation/Acceptance</b>	<b>45</b>	<b>5 days</b>
Customer Approval & Sign-Off	51	5 days
<b>Phase 6 - Deploy</b>	<b>52</b>	<b>15 days</b>
<b>Training &amp; Implementation</b>	<b>53</b>	<b>15 days</b>
System Setup	63	5 days
User Training	64	10 days
<b>Go-Live Services</b>	<b>65</b>	<b>3 days</b>
Production System Implementation	68	2 days
Live Operations - MILESTONE	71	1 day

JTI employs a structured method for software application development and implementation. This methodology ensures a technically superior and cost-effective implementation solution for any size project. Early project analysis and planning results in careful definition of the right number and type of resources needed together with early risk assessment and improvement strategies.

#### Project Plan/Schedule

The Project Plan will also include a Project Schedule addendum (see above) which documents project tasks, deliverables, milestones, sub-dependencies (if any), durations, and responsibilities. JTI will build the Project Schedule in Microsoft (MS) Project and will deliver the document in MS Project and PDF formats. The Project Schedule is a “living” document initially written in the planning phase of the project life cycle and updated as more information is gathered (e.g.,

requirements, detailed design components, and risks) and as changes are approved. The Project Plan will be maintained by either JTI or Court's Project team. JTI agrees to work with the Court's Project Manager to maintain this schedule.

The Project Schedule will serve as the officially recognized document governing JTI deliverable due dates and billing milestone dates in this contract. It is agreed by all parties that after initial delivery and acceptance of the Project Schedule, any modifications to the Project Schedule involving new JTI deliverables, JTI deliverable due date changes, JTI task duration changes, or JTI potential billing milestone date changes must first be approved via the change management process as defined in the accepted version of the Change Control Plan.

During the project, JTI's Project Manager will collect information regarding the status of tasks in the work plan and report status on a periodic basis in conjunction with the Court's Project Manager. The status report will identify tasks accomplished during the reporting period, scheduled tasks not completed, tasks scheduled for the next reporting period, and any open issues that require management attention.

**EFM Gap Analysis Resolution (Define/Design/Develop)**

The California Electronic Court Filing Standard document will be reviewed as a team to identify any potential gaps between the Court's requirements and the features and functions of the e-Filing solution. These differences will be documented for resolution in a Jira project board.

JTI will also facilitate a series of gap analysis sessions with participation from the Court's Subject Matter Experts (SME) team. The JTI Project Management (PM) Team will work with the Court's PM team to plan the Requirements Verification (Gap Analysis) sessions during which JTI will demonstrate the capabilities of the baseline system and capture all configuration and customization requirements including Report and Workflow requirements. The sessions are typically broken down by system functional area (Case Processing/Courtroom functions etc.) and last anywhere from half a day to two days based on the complexity of the subject area. JTI understands the logistical challenges of gathering appropriate stakeholders for the corresponding sessions and will be flexible in terms of schedule and availability. However, JTI has anticipated and proposed a project schedule around a series of gap analysis sessions. The purpose of the sessions is to validate whether current, baseline system functionality satisfies each system requirement as documented in the Agreement as modified by any applicable change orders and, if not, at a high-level what customizations are required. Customizations of significant complexity will be noted and scheduled to be reviewed during subsequent Joint Application Design (JAD) sessions.

Activity	Allocation	JTI Resources
Gap Analysis Sessions	TBD	PM, 2 Business Analyst, and 1 Technical Resource

Use cases for each requirement will be created for use in development as well as final testing. These Gaps will then be resolved in multiple sprints outlined by the teams.

**Note:** Generally, the best candidates to participate in the workgroup sessions will include individuals who have “hands-on” day to day experience in court operations and who are most acquainted with the both the complexity of the work as well as the difficulties encountered in completing it. Appropriate Court Development / Technical staff will be required as well.

The Project Plan will be revised once the Gaps have been resolved and verified to more accurately reflect the necessary work. The revision of the project plan will occur throughout the project as the Agile methodology is used to resolve the gaps.

**General Operations (Possible collaborative efforts with other Courts for possible State- wide policies)**

All the tasks in the project plan within this section must be resolved. Ideally, they will be resolved in a collaborative manner with other California Courts. If these can be resolved at a State level, each of these will only need to be reviewed at the local level during each implementation. If State-wide policies exist, there will be some reduction in effort for each implementation since the items are just reviewed and will not need to be developed. In addition, it will be easier for filers to transition between courts within the State if conforming policies are in place.

**General Operations (Typically Court specific policies)**

All the tasks in the project plan within this section must be resolved. While State guidelines may be possible in some areas, others will be dependent upon the needs of each court as and sometimes vary further by courtroom. JTI will work with each court to identify and resolve all local policies prior to go-live

**ECF Interface Development**

All the ECF Interface development efforts will proceed in a very similar manner. Each Interface project will be kicked off by reviewing conformance of the target CMS with the California ECF Standards documentation for the web services supported. Any Gaps will be identified, and method of resolution determined. Gap resolution will occur in a series of sprints.

A testing environment for the target CMS will need to be provided for JTI use as JTI does not have access to other vendor’s systems. JTI is assuming these will be provided by other parties and has not addressed this aspect in our proposal.

Once the development has been completed, testing will commence. Certification of the solution will occur as the final step for each CMS.

**Final Requirements Planning**

All tasks in the project plan within this section must be answered as they serve as the requirements for the configuration phase of the project. Court involvement is critical as most items directly affect Court Operations. JTI will provide examples of other implementations where possible.

When tasks are complete, it will be possible to assign resources and start the configuration process. Configuration resources can be JTI or Court resources on certain items depending upon the involvement the Court wishes to have. We encourage Court involvement in the Configuration tasks

as it will allow the Court to become more self-sufficient going forward.

### **Installation of eCourt EFM Test/Production Environment**

JTI will establish an AWS cloud-based Production/Test environment. Those environments include EFSP portal, EFM, and CMS (should the CMS be eCourt installation). The flow should allow California Electronic Court Filing Standard XML's from an EFSP portal/EFSP's to a qualified eCourt AWS server and final submission to a connected court test CMS server. This environment will simulate the production flow and will be coordinated by JTI and court technical staff.

### **Configuration Planning**

These tasks relate to the configuration of the EFM. For eCourt and eDelivery implementations, portions of this work will be done directly in eCourt and exposed to the EFM. For non-eCourt implementations, configuration will primarily be done within the EFM.

NOTE: The contents of all sections do not in all instances represent a sequential series of activities/tasks as there is some overlap/concurrency between categories.

### **Testing (Demonstrate/Deploy)**

#### ***Prepare Test Scenarios***

The Court will reference actual cases to prepare mutually acceptable acceptance test scenarios. Each scenario will represent a component of the Court's filing workflow (such as initial filing, for example) with representative variations that would be encountered during handling a filing along with the expected results / outcomes.

#### ***Prepare Acceptance Test Use Cases***

Based on the Court's Acceptance Test Scenarios, the Court will develop acceptance test use cases that will be used to ensure that the e-Filing solution performs to the Court's expectations and requirements. JTI will review the completed acceptance test use cases with the Court and revise them as needed.

#### ***Conduct Acceptance Test***

With the completion of key activities including the installation of the e-Filing solution in the test environment and the completion of training for key user, the Court will be able to commence formal acceptance testing using the acceptance test scripts. Issues identified during the Court's acceptance will be logged and reviewed. JTI will be responsible for the correction of any problems that result from the system failing to perform in conformance with the defined requirements, acceptance test scenarios, and test use cases.

While testing the system it is possible that some issues may result from new and/or changed requirements that could potentially result in the development of change requests. These will be reviewed by the Court's and JTI's Project Managers and will be either resolved or escalated for further review if needed. Unless some other action is taken to modify the scope of the project, it is likely that the approval of change requests could result in the extension of the project timeline.

## Training

### *Conduct Training (“Train the Trainer”)*

After design and development of the interface, the JTI Interface team will conduct up to 24 hours of training for Court staff including classes on Administration, EFM Clerk Review, and Filer Education Strategies. JTI recommends that key users be trained in the use of the system on a “train the trainers” basis where JTI will train the Court’s trainers / key staff so that they may train the rest of the staff. These tasks will be usually carried out on-site in the Court using the Court’s facilities, equipment, and data so that the training environment closely approximates the actual production environment.

In addition to the training, the JTI Interface Team will provide overall EFM Clerk Review training documentation to the Court which will cover topics including Clerk Processing of eFilings (Clerk Review), Court Policy File overview, adding Metadata fields to Doc definitions etc. The JTI Interface team will offer classes (two (2) hours each in duration) for eFiling users based on the number of TTT. The Court’s team will be responsible for facilitating all additional training.

### **Example:**

Classes	# of Classes	Class Duration
Power Users/Train-the-Trainer	3	8 Hours
User Training - Support	10	2 Hours

### *Complete End-User Training (Court)*

With the completion of the training for key-users and the completion of the acceptance testing, the Court may wish to conduct additional / refresher training for the rest of the user community to ensure that they are prepared to use e-Filing.

## Pre-Deployment

### *Complete System Preparation (Court)*

As part of the implementation process, it is likely that some changes may be required to the technology environment being supported by Court (such as the establishment of new user-id’s etc) and these activities will need to be completed prior to the e-Filing solution being implemented. The Court will also need to ensure that all operational documentation is available and that technical staff members have been appropriately trained and are prepared to perform systems administration activities. JTI team members will be available to assist Court personnel should they encounter problems in the completion of this task.

### *Production Cut-Over*

With the production system environment ready, JTI will move the e-Filing application from the test environment to the production environment. JTI QA will ensure the environment has been successfully completed and is now ready for Production Acceptance Testing.

### *Production Acceptance Test*

Using the acceptance test use cases and the results of the Acceptance Test, the Court will verify that the e-Filing solution has been successfully installed and that it is ready for production. JTI will provide a schedule for the corrections of any items that remain open following the completion of acceptance testing but that are not critical to production implementation.

The Court and JTI will review the status of all items that are critical to the implementation of the e-Filing solution including, including the preparation of the Court's CMS environment, if used, to support production and the e-Filing solution being accepted and designated ready for use by JTI and the Court.

If each item has been completed satisfactorily, a joint decision will be made and a recommendation made to Court management that the implementation of the system should precede as scheduled.

#### **Go Live – Post Implementation Support**

The Court may have end-users perform a final validation of the production readiness of the system. JTI recommends that a small-scale sample of a day's work be entered on the system. After final confirmation of readiness, the system will be moved to production mode.

JTI will provide up to twenty (20) business days of onsite post-implementation support. During this period, JTI will provide in-person support and continued training for the end- users. Number of onsite resources for the post-implementation support period will be determined based on pilot court type volume and number of end-users. At a minimum, at least one (1) JTI support resources will be present for post-implementation support. The implementation will be completed with an administrative closeout meeting between JTI and the JBE Teams.

Additionally, upon production implementation, the Court will transition to standard maintenance support from JTI. During this time, JTI will respond to issues reported by the Court as specified in the support agreement based on the classification of the issue.

#### **Management of Deployment Risks**

The Scrum Master (SM)/Project Manager (PM) will develop a Project Risk Management Plan, which includes the processes concerned with conducting risk management planning, identification, analysis, responses, and monitoring and control on the project. The objective will be to increase probability and impact of positive events and decrease the probability and impact of events averse to project objectives.

The SM/PM will:

- Develop a risk management plan, including how to approach, plan, and execute the risk management activities for the project
- Identify risk by determining which risks might affect the project and documenting their characteristics on the standard Risk Log document
- Perform qualitative risk analysis by prioritizing risks for subsequent further analysis or action by assessing and combining their probability of occurrence and impact
- Perform quantitative risk analysis by numerically analyzing the effect on overall project objectives of identified risks

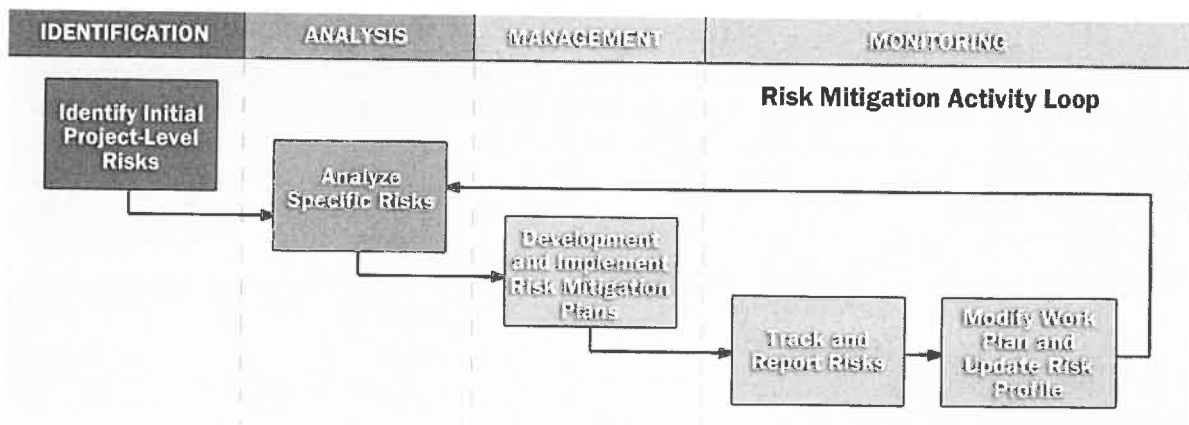


- Develop a risk response plan that includes options and actions to enhance opportunities and to reduce threats to project objectives
- Monitor project risk by continually tracking identified risks, identifying new risks, executing risk response plans, and evaluating their effectiveness throughout the project life cycle

The PM will implement a Risk Management Plan during project inception. JTI uses a well-defined risk management methodology to manage projects risks. During this project many specific project risks will be identified, tracked, and mitigated. The sources of these risks are varied and include risks internal and external to the project.

### Risk Management Approach

The basic purpose of risk management is to assist project leaders to be proactive, rather than reactive, in identifying, planning for, and abating risks. As shown in the Software Engineering Institute's (SEI) Continuous Risk Management (CRM) model illustrated in the figure below, communication is the key component of any risk management plan and strategy.



### Continuous Risk Management Model

The SM/PM utilizes open and honest communication as one of the most important elements of this risk mitigation process.

The SM/PM will engage the project leadership to help identify, analyze, and mitigate the project risks. The risk analysis process is an excellent opportunity for the project's leadership to discuss and reach consensus about what represents real threats to the project and the overall organization. The very act of systematically acknowledging and describing the risks accelerates the process of mitigating the risks. After potential risks are identified, the purpose of risk analysis is to determine the project's relative exposure in terms of time and cost. Risk management is, therefore, concerned with not only identifying risks, but also with reducing risks to an acceptable level.

The SM/PM risk management approach uses the risk management leading practices that are described in greater detail below.

### Activity 1: Identify Initial Project-Level Risks

As the SM/PM initiates each project stage, specific risks are identified that are associated with this stage. Project teams then review these risks and identify additional, more specific risks during the detail work planning process. A continuous process must be established to confirm that project risks at each project structure level correlate and are integrated. The risk consequences are described as tangible or quantifiable impacts. During this initial risk assessment task, the SM/PMs gain insight about the following subjects:

- The risks and potential risks from the perspective of the project sponsor
- The risks and potential risks from the perspective of project coordinators
- The magnitude of each risk associated with the project
- The source of each risk
- Risks change during the course of a project.

The project team may identify new risks as more information becomes available and existing risks may be eliminated as a result of internal or external influences. Therefore, risk management is an ongoing project management function. As each project phase is initiated, the team should discuss specific risks associated with the phase.

### Activity 2: Analyze Specific Risks and Impact

The purpose of risk analysis is to determine relative project exposures in terms of time and cost. During the analysis step, the team will perform the following activities:

- Quantify the impact of the risk should the risk occur
- Estimate the probability that the risk will occur
- Prioritize the risk based on the project objectives, scope, and constraints and the severity of the risk
- Determine relative exposure

After an assessment of risk impact has been performed, the relative exposure of the project will be analyzed. Exposures are generally considered in terms of time (for example, schedule delays) and cost. Costs can be both tangible and intangible. Tangible costs are generally quantifiable in terms of dollars or time; intangible costs are generally perception and goodwill. If possible, concrete values will be assigned to potential impacts to determine the true exposure. The results of the risk impact analysis will be documented in a risk profile. We describe the details of the risk profile later in this section.

### Activity 3: Develop and Implement Risk Mitigation Plans

Risk mitigation plans help to identify cost-effective risk management activities that can be used to reduce, contain, and otherwise control project risk. Risk management has both tangible and intangible costs. The PM and team leaders must weigh the cost of the potential risk management

actions against the anticipated impact. There are two types of corrective risk action:

**Preventive.** This type of action involves modifying the project environment to minimize the identified risk. When risk situations are identified, alternative courses of action will be evaluated to determine if the undesirable outcome can be avoided at a reasonable cost.

For example, a project team may fall behind schedule during the Current-State Assessment phase because it is having a difficult time identifying a convenient time to conduct interviews with stakeholders. Suppose there is a 30 percent probability that the current staff cannot meet the upcoming milestone deadline. Possible preventive actions include:

Identify other methods of collecting information from stakeholders  
Hire additional staff with significant experience in the project's system applications (potentially negates the risk)

The relative cost of the preventive actions will be determined and incorporated into a risk prevention plan. The SM/PM will then present the risk prevention plan to the Project Sponsors for approval if the costs or impacts are significant.

**Contingency.** This type of action provides a buffer to address unanticipated events. We will develop contingency plans for project actions that involve significant risk areas and where preventive action is either unavailable or the cost of prevention is prohibitive. The PM will determine if a contingency plan is realistic. The cost required to implement the identified actions will then be estimated.

As defined, preventive actions directly address the specific risk while contingency actions provide the ability for a project to "live with" a risk. As described below, we generally try to define both types of actions for a particular risk with the contingency action used only when and if the preventive action or actions are unsuccessful.

#### Activity 4: Track and Report Risks

Risk reports will be used during risk mitigation discussions. The SM/PM will use our Risk Matrix to graphically display the status of project risks.

#### Activity 5: Control, Monitor, and Update the Risk Profile

The risk profile will be reviewed periodically to assess containment and to adjust the plan for emerging risk. Risk management is an ongoing process that will continue throughout the project life cycle.

#### Monitoring Risk Using the Risk Matrix

For the Risk Matrix the PM will categorize risks in the following two ways:

**Consequence.** Consequence (high, medium, or low) is the impact upon the project or agency.

Consequence may be measured in dollars or by a consensus from Project leadership.

**Likelihood.** Likelihood (high, medium, or low) is the probability that an event may occur. Often this determination is made using expert judgment even though quantitative methods are available.

These risks are then mapped on a Risk Matrix as shown on the next page. The Risk Matrix provides a visual way for the project leadership to track and discuss risks. It is easy to see from the table that red items must be addressed because of their high impact and high likelihood. The goal is to develop mitigation strategies that move these risks from the red areas to the yellow and eventually into the green.

Likelihood	HIGH	YELLOW	RED	RED
	MEDIUM	GREEN	YELLOW	RED
	LOW	GREEN	GREEN	YELLOW
		LOW	MEDIUM	HIGH
		Consequence		

#### Risk Matrix

The SM/PM will use this technique and it will provide an excellent means for agency leadership to identify, classify, and manage the risks for the project.

In addition to the Risk Matrix, the SM/PM will prepare a risk profile for each of the risks we identify. The profile includes the following information:

**Assessment Rating.** A total score based on the determination of the Consequence (impact) X and Likelihood (probability) Y that the event may occur.

**Risk Trigger.** The event, measurement, scenario, or occurrence that causes a risk to become a problem.

**Potential Impacts.** The likely outcomes should a risk occur.

**Preventive Actions.** Activities that mitigate or avoid the risk.

**Contingency Actions.** Additional activities to be taken should the risk occur.

#### Mitigating Impact on Ongoing Operations

Our approach focuses on side-by-side operation during testing. Once UAT is complete and all use cases have been tested and passed, we will schedule the production migration with rollback capability if necessary.

**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. FEES.

This Agreement, including all Participation Agreements, is intended to be no-cost to the JBEs. Without limiting the foregoing, the Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

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

#### 2. EXPENSES.

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

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

#### 3. CONTRACTOR CERTIFICATION ASSUMPTIONS

- The certification costs will be similar to those outlined in the Electronic Filing Manager Concept of Operations.
- Contractor will not incur any costs for use of other Case Management Systems or document management systems required for certification.
- Each court will provide Contractor access to both Test and Production systems as needed for certification as well as on an ongoing basis.
- Vendors and EFSPs will be knowledgeable in the California Electronic Court Filing Standard.

- Contractor will Not be responsible for the certification costs of private EFSPs other than the EFSP supplied by Contractor.
- Contractor will NOT be responsible for the certification costs of Government agency EFSPs.

#### 4. E-FILING FEES.

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

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

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

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

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

##### 4.1 Transaction-Based Fees

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

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

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

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

- Tier 1: Maximum pricing for filing using California Electronic Court Filing Standard XML \$2.95/filing (unlimited documents)
- Tier 2: Maximum pricing for filing using the JTI User Interface (UI) \$4.95/filing (unlimited documents)
- Add-on: Maximum add-on transaction fee for integration with a non-JTI CMS \$2.00/filing. This fee will not apply to eDelivery implementations.

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

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

**C. General eFiling Pricing Notes:**

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

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

**D. Transaction Based Examples:**

- Example 1: An eCourt installation with mandatory eFiling. California Electronic Court Filing Standard XML filings accepted would be charged \$1.95 per filing. Any filings using the JTI User Interface would be charged \$3.95 per filing.



- Example 2: A non-eCourt installation with mandatory eFiling. California Electronic Court Filing Standard XML filings would be charged \$3.45 per filing (\$1.95 + \$1.50). Any filings using the JTI User Interface would be charged \$5.45 per filing (\$3.95 + \$1.50).
- The 2.75% credit card fee may be adjusted corresponding to the actual costs associated with credit card services.

#### **E. Other Fees and Revenues**

Detailed below are all other fees for and revenues derived from the implementation and operation of e-filing services for a Participating Entity. This identifies the entity charged, the basis of the charge, the amount that will be charged, and any conditions that will impact the amount that will be charged. These conditions include but are not limited to funds transfer methods and timeframes.

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

#### **5. TRANSFER OF PAYMENTS TO THE COURTS.**

The EFSPs exclusively handle all payment processing with the filer. The EFSPs then consolidate and transmit a single ACH to the EFM daily. The EFM then combines all EFSP financial data from the day and transmits a single nightly ACH transaction to each participating court, accompanied by a detailed financial report.

Contractors current process involves a lag time from the time the filing is submitted to when the Participating Entity physically receive funds, but they will all be transferred in a single payment. This lag provides time for Contractor to collect the funds from the EFSPs or credit card processors before they are transmitted to the Participating Entity. It also allows Contractor to use ACH process rather than wire transfers.

Payment Time from EFSP to EFM is 3 business days as follows:

- Monday (Day 0) – Document is Filed by Participating Entity
- Tuesday (Day 1) – Reports as to prior day transactions are generated
- Wednesday (Day 2) – ACH transfers are submitted
- Thursday (Day 3) – EFSP Funds received by Contractor

Payment Time from EFM to Participating Entity is 4 business days as follows:

- Monday (Day 0) – Document is Filed by Participating Entity
- Tuesday (Day 1) – Reports as to prior day transactions are generated
- Wednesday (Day 2) – EFSP Processing
- Thursday (Day 3) – ACH transfer to Participating Entity initiated
- Friday (Day 4) – Contractor funds received by Participating Entity

**6. Court Administrative Fee.**

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

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

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

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

**7. Liquidated Damages to JBE for Failure to Meet Maintenance and Support Requirements.**

The parties agree that Contractor's failure to meet the Maintenance and Support requirements under this Agreement will cause the JBE to incur substantial economic and reputational harm.

In such cases, the losses and amounts may be impossible to compute and ascertain with certainty. Therefore, liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in addition to other available remedies, the Contractor agrees that liquidated damages may be assessed and recovered by the JBE against Contractor for such failure(s) and without the JBE being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Contractor shall be liable to the JBE for payment of liquidated damages in the amounts set forth in Exhibit 9 to this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the JBE without limiting the JBE's other contractual rights and remedies provided in this Agreement.

In the event Contractor fails to meet the Maintenance and Support requirements of this Agreements, Contractor shall pay the JBE the amounts set forth in Exhibit 9 (Maintenance and Support).

***END OF EXHIBIT 8***

## EXHIBIT 9

### 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 at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Errors.

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. Contractor shall resolve Service Level 2 Errors within two (2) working days. 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.

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 9, 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 (1) 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 Engineering 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 Senior Vice President of Engineering 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 Senior Vice President for Engineering shall contact the JBE at two (2) hour intervals until the situation is resolved.

**Escalation Stage 3:** If a total of seventy-two (72) hours has elapsed since the initial call of the JBE to Contractor for a Service Level 1 or Level 2 situation and the situation is still unresolved to JBE's satisfaction, JBE shall be entitled to receive \$250.00 for each twenty-four (24) hour period that the Licensed Software situation is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this Exhibit 9, up to a maximum of \$1000 per incident. After a total of seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 9 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

The cloud-based services, hosted service (including Licensed Software), or software as a service provided under this Agreement and each Participation Agreement (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 scheduled or other agreed-upon maintenance downtime).

In addition to its other remedies, in the event that the Hosted Services fail to meet the availability standards set forth below in any calendar month (excluding scheduled or other agreed-upon maintenance downtime), the JBE will be entitled to the amount set forth in the table below. Contractor will provide 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.

Monthly Uptime Percentage	Duration	Amount
< 99%	>432 min/month (7.2 hrs)	25% of average EFM daily revenues for impacted court
< 95%	>2,160 min/month (36 hrs)	50% of average EFM daily revenues for impacted court

If the Hosted Services monthly availability averages less than 95% (excluding scheduled or other 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 Participation Agreement for material breach.

**END OF EXHIBIT 9**

## **EXHIBIT 10**

### **TRAINING**

1. Contractor will provide all necessary training on how to use the EFM and no-fee EFSP. The training will outline the training required for key users on a “train the trainer” basis so that they may train the rest of the staff. Training shall be “hands-on” using production-ready versions of the EFM and /I/GA EFSP.
2. Training will be provided on-site using the JBE’s facilities, equipment and data so that the training environment closely approximates the actual production environment.
3. Contractor will train the JBE’s staff in the development, certification, implementation and maintenance of a court policy file for the EFM.
4. Contractor will provide instructional videos as well as written help text to support users of their services. Contractor will work with the JBE’s self-help centers and legal aid societies so that these organizations can provide more detailed assistance to filers.

## EXHIBIT 11

### 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 replacement 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 9 (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 11, 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 11**



## EXHIBIT 12

### PARTICIPATION AGREEMENT

- (1) This Participation Agreement is made and entered into as of [month/day/year] (“Participation Agreement 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 Judicial Council of California (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participation Agreement, each capitalized term used in this Participation Agreement shall have the meaning set forth in the Master Agreement.
- (2) This Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participation Agreement shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participation Agreement; (ii) the Participation Agreement (including any Statement of Work) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participation Agreement may not extend beyond the expiration date of the Master Agreement. The Participation Agreement and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participation Agreement, the JBE will order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. 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 Participation Agreement, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participation Agreement) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and the JBE. Subject to the foregoing, this Participation Agreement 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 Participation Agreement. 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 Participation Agreement), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

- (6) The term of this Participation Agreement shall be from the Effective Date until: [\_\_\_\_\_ month/day/year – *may not exceed the Expiration Date of the Master Agreement*].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the Work set forth in the attached Statement of Work.
- (8) Notices regarding this Participation Agreement must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<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.

- (9) This Participation Agreement 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 Participation Agreement.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participation Agreement to be executed on the Participation Agreement Effective Date.

**[JBE]**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

## EXHIBIT 13

### 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 13**

JUDICIAL COUNCIL OF CALIFORNIA  
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA  
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0-Not proposed	Proposer Response: Explanation
FM-0001	Accounting	EFM receives filing transaction from EFSP at a detailed level, captures and stores transaction information, and marks the transaction as "Financials Pending."	Mandatory	1	JTI currently tracks all this information, but does not make it available to the Court. The modification will be to expose this information to the Court.
FM-0002	Accounting	All captured financial information is viewable to court user in Clerk Review.	Mandatory	1	JTI currently tracks all this information, but does not make it available to the Court. What is currently exposed within Clerk Review are the documents and associated filing fees. Full financial information such as detailed billing information is not currently viewable. The modification will be to expose this information to the Court.
FM-0003	Accounting	If any part of the transaction is REJECTED ... a. The EFM captures the rejection status and stores transaction information. b. The EFM marks the transaction as "Financials Rejected." c. The EFM passes the transaction detail to the EFSP.	Mandatory	1	JTI currently does not perform any financial transactions prior to acceptance of a document. At the time of acceptance of any document within the submission the underlying financial transactions are created for the accepted documents. The modification, if any, will be to mark the desired portion of the transaction as "Financials Rejected".
FM-0004	Accounting	For all ACCEPTED portions of the transaction ... a. The EFM notifies/updates the Court CMS. b. The EFM marks the EFM transaction log as "Financials Filed." c. The EFM pass the transaction to the EFSP.	Mandatory	2	
FM-0005	Accounting	EFM receives final record of financial settlement, including reference numbers, and stores.	Mandatory	2	
FM-0006	Accounting	EFM will provide an accounting dashboard to aid in the reconciliation process completed daily by court accounting staff.	Mandatory	1	JTI currently has an accounting dashboard that is used for reconciliation. The modification will be to expose a similar dashboard to the Court since the Court most likely will not want to see the additional fees charged by the EFSPs.

JUDICIAL COUNCIL OF CALIFORNIA  
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA  
**EFM FUNCTIONAL REQUIREMENTS**

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0007	Accounting	The accounting dashboard will combine EFSP financial data and Court CMS financial data for the contracting court.	Mandatory	1	See FM-0007 immediately above.
FM-0008	Accounting	The dashboard will receive and store EFSP transactional financial data.	Mandatory	1	See FM-0007 immediately above.
FM-0009	Accounting	The dashboard will receive and store EFSP daily financial settlement data.	Mandatory	1	See FM-0007 immediately above.
FM-0010	Accounting	The dashboard will retrieve financial transaction data from the Court CMS(s).	Mandatory	2	
FM-0011	Accounting	The dashboard will receive and store Court daily financial settlement data.	Mandatory	2	
FM-0012	Accounting	The dashboard will enable court staff to compare and reconcile daily transaction data.	Mandatory	2	
FM-0013	Accounting	The dashboard will enable court staff to compare and reconcile daily financial settlement data.	Mandatory	2	
FM-0014	Accounting	The dashboard will enable court staff to mark and store comparative results with a user-configurable set of statuses (e.g., reconciled, pending, issues).	Mandatory	2	
FM-0015	Accounting	EFM will provide accounting reports for auditing purposes.	Mandatory	2	
FM-0016	Accounting	EFM will enable all views and reports to be exportable to Excel.	Mandatory	2	
FM-0017	Accounting	EFM will provide the ability to search transactional data by case number, EFSP, filer, status, and date.	Mandatory	2	
FM-0018	Accounting	EFM financial views will be sortable by all columns.	Mandatory	2	

JUDICIAL COUNCIL OF CALIFORNIA  
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA  
**EFM FUNCTIONAL REQUIREMENTS**

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0-Not proposed	Proposer Response: Explanation
FM-0019	Case Search—External	The system must allow court users to perform a case search by one or more of the following criteria: case number, case name, case type, transaction ID, court name or ID, attorney name or Bar ID, party name, filing date, etc.	Mandatory	2	
FM-0020	Case Search—Internal	The system must provide the capability to support searching by metadata (e.g., case type, case ID, court name or ID, transaction ID, case name, party name, attorney name or Bar ID, filing date).	Mandatory	2	
FM-0021	Case Search—Internal	The system must allow the user to configure how many search results they can view per page.	Mandatory	2	
FM-0022	Case Search—Internal	The system must provide the capability to support simple and advanced searches (or quick and complex searches).	Desired	2	
FM-0023	Case Search—Internal	The system must provide the capability to sort search results.	Mandatory	2	
FM-0024	Case Search—Internal	The system must provide the capability to display search results along with the metadata used in search.	Mandatory	2	
FM-0025	Case Search—Internal	The system must allow users to perform searches using a combination of search criteria.	Mandatory	2	
FM-0026	Case Search—Internal	The system must provide the capability to filter search results.	Mandatory	2	
FM-0027	Case Search—Internal	The system must support wild card search and exact match search.	Mandatory	2	
FM-0028	Case Search—Internal	The system must allow for search results to be saved in other file formats like PDF or Excel.	Mandatory	2	
FM-0029	Case Search—Internal	The system must allow for "sounds like" searches.	Mandatory	2	

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FM-0030	Clerk Review	The system must allow the user administrative abilities to change/reinstate task status and/or assignment.	Mandatory	2	
FM-0031	Clerk Review	The system must allow the user to make the case-initiating document a required filing.	Mandatory	2	
FM-0032	Clerk Review	The system must allow courts to configure specific case types, filer types (e.g., DA) and document codes (e.g., Proofs of Service) as configured by each county (e.g., case category, case type, etc.) in its CMS and/or document types for automatic acceptance.	Mandatory	2	
FM-0033	Clerk Review	The system must provide the court user with a configurable review screen. User can select which columns to view and in what order they appear. Also must be able to filter by filing attributes (e.g., case type, hearing date, document type, filer type etc.).	Mandatory	2	
FM-0034	Clerk Review	The system must provide the capability to configure who can view incoming case filings based on case type, user role (as defined by IAM), and permissions (e.g. court, filing type).	Mandatory	2	
FM-0035	Clerk Review	The system must allow the court user to assign/transfer from one work queue to another with an accompanying note containing information about the reason for the reassignment.	Mandatory	2	
FM-0036	Clerk Review	The system must make filings unavailable/locked for other court staff to process once a staff user has selected a filing from the queue and is working on the filing.	Mandatory	1	JTI currently assigned the filings to particular court staff, but does not lock others from accessing a filing. This modification will be to prevent access by others.



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FM-0037	Clerk Review	The system must allow for automatically assignment of statuses (configurable by location) to filings. Default statuses: <ul style="list-style-type: none"> <li>- New: has not been opened by staff. Available for processing.</li> <li>- Open/Locked: court staff has begun the process of reviewing the filing submission; the transaction is not complete.</li> <li>- Pending: filing has been sent to the CMS and is awaiting confirmation that the filing was successfully processed in the CMS.</li> <li>- Failed: filing was sent to the CMS and failed in processing at the CMS level.</li> <li>- Filed: filing been sent to the CMS and successfully recorded. Alternatively, in a non-CMS integrated setting, this would mean the clerk printed the conformed documents).</li> <li>- Rejected: filing was rejected by the clerk during the clerk review process.</li> </ul>	Mandatory	1	JTI currently assigns statuses that are configurable by location. However, this list contains more statuses than are currently implemented. This modification will entail adding the additional statuses that are desired.
FM-0038	Clerk Review	The system must provide the ability for users to set ticklers and reminders regarding documents in a user or workgroup queue needing action based on user-specified variable timing requirements.	Mandatory	1	
FM-0039	Clerk Review	The system must allow the user to send a task to multiple work queues (WQs) based on filing document.	Mandatory	2	An example of how this is used is the filing of an Answer and a Motion in the same submission. The Answer may be processed by a Filing Clerk where it is reviewed and Filed by the Clerk. The motion may be routed for processing by a Court Room Assistant or Judicial Officer.
FM-0040	Clerk Review	The system must allow the user to keep completed tasks with a specific e-filing status in the queue for a configurable number of days.	Mandatory	2	
FM-0041	Clerk Review	The system must allow items with an e-filing status of accepted, partially accepted, and rejected (completed items) to remain in the work queue until a job runs at a later date/time to clean it up.	Mandatory	2	

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FM-0042	Clerk Review	The system must allow the user to open a task from the work queue and have that task assigned to the user and "locked" while working on the task and "unlocked" when the user exits properly (without finishing the task).	Mandatory	2	
FM-0043	Clerk Review	The system must be able to sort/queue filings by the different column headings (e.g., filing date, court, status).	Mandatory	2	
FM-0044	Clerk Review	The system must allow multiple court users to be able to access the same queue at the same time and display only the filings based on their user roles and privileges.	Mandatory	2	
FM-0045	Clerk Review	The system must alert the court staff that a filing requires special attention, such as a request for a speedy trial, jury trial, pre-judgment, or emergency relief. Need court-configurable list of priority reasons.	Mandatory	2	
FM-0046	Clerk Review	The system must allow the user to view specific work queue column header information.	Mandatory	2	
FM-0047	Clerk Review	The system must allow the user to hover over work queue task items to see additional information.	Mandatory	2	
FM-0048	Clerk Review	The system must allow the user to filter the work queue tasks.	Mandatory	2	
FM-0049	Clerk Review	The system must allow the user to see and access e-filing transactions in a work queue that was opened by another clerk.	Mandatory	2	
FM-0050	Clerk Review	The system must allow the user to filter in the work queue by case number and see all transactions for that case.	Mandatory	2	
FM-0051	Clerk Review	The system must support automatic and manual placement of e-filing transactions into configurable work queues.	Mandatory	2	
FM-0052	Clerk Review	The system must allow court staff the ability to print or save the filed documents.	Mandatory	2	

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FM-0053	Clerk Review	The Clerk Review system must present the user with a view of the textual filing data (e.g., filing parties, documents, case number, fees paid or waived, etc.) and the document so that the clerk can confirm the data matches the documents in the filing.	Mandatory	2	
FM-0054	Clerk Review	The Clerk Review system must provide the clerk with the ability to electronically stamp documents. The stamps must be configurable by court, and the user may select placement of the stamp on the document.	Mandatory	2	
FM-0055	Clerk Review	If a fee waiver is on file or has been included in the e-filing transaction, the system must display the fees as Waived or Pending Waiver.	Mandatory	2	
FM-0056	Clerk Review	The system must allow the user to enter information in a "comments" field that is visible in the work queue task list.	Mandatory	2	
FM-0057	Clerk Review	The system must allow the user to correct the case number on an e-filing.	Mandatory	2	
FM-0058	Clerk Review	The system must allow the user to reject a document in full or partially and allow for the case history to show the status in the entry.	Mandatory	1	Currently JTI does not push any rejected documents or their statuses into the case history within the CMS. This modification would be to allow this information to be stored if desired.
FM-0059	Clerk Review	The system must allow the user to reject an entire transaction or documents in the transaction.	Mandatory	2	
FM-0060	Clerk Review	The system must allow the user to start processing the transaction as soon as he/she opens the transaction.	Mandatory	2	
FM-0061	Clerk Review	The system must allow the user to remain in the e-filing transaction and be able to navigate in the CMS and return to the transaction.	Mandatory	2	
FM-0062	Clerk Review	The system must allow the user to partially process a transaction and exit. When the user returns, he/she will be automatically returned to the last screen in which he/she was working.	Mandatory	1	

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FM-0063	Clerk Review	The system must allow the user to cancel out of a screen and return to the previous screen.	Mandatory	2	
FM-0064	Clerk Review	The system must allow the user to see whether an EFSP has set an amount not to exceed.	Mandatory	1	
FM-0065	Clerk Review	The system must allow the user to change a filing document name.	Mandatory	2	
FM-0066	Clerk Review	The system must allow the user to view comments submitted by a filer and send comments to the filer.	Mandatory	2	
FM-0067	Clerk Review	The system must be able to take the user from one data entry screen to the next based on the type of filing submitted.	Mandatory	2	
FM-0068	Clerk Review	The system must be able to allow a field to display a "not to exceed amount."	Mandatory	1	
FM-0069	Clerk Review	The system must allow the user to replace an attorney on the e-filing.	Mandatory	1	
FM-0070	Clerk Review	The system must allow the user to relate parties to e-filing.	Mandatory	2	
FM-0071	Clerk Review	For subsequent filings, the system must be able to display a new participant or updated information for an existing participant in separate sections.	Mandatory	1	
FM-0072	Clerk Review	The system must allow the user to file stamp, add text and other annotations on the document; with ability to move stamp location (on forms and e-signed documents).	Mandatory	2	
FM-0073	Clerk Review	The system must allow the user to include documents into the envelope back to the filer two ways: (1) auto attach generated documents, (2) upload and attach documents.	Mandatory	1	The Clerk Review currently supports attaching conformed copies of submitted documents and auto attaching documents. This modification will be to allow uploading documents to be returned back to the filer.

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FM-0074	Clerk Review	The system must allow the user to add a stamp to an e-filed document as a layer and not have that stamp burned in to the original image.	Mandatory	2	
FM-0075	Clerk Review	The system must be able to avoid court holidays and weekend dates in automatic date file stamps.	Mandatory	2	
FM-0076	Clerk Review	The system must allow the user to view e-filing transaction metadata by case.	Mandatory	2	
FM-0077	Clerk Review	Code entry via the Clerk Review process must enforce the same validations, such as required fill-in values, as code entry via the CMS.	Desired	2	The ability to provide this functionality requires certain features to be available within the CMS ECF interface. eCourt and the JTI EFM contain this functionality.
FM-0078	Clerk Review	The Clerk Review process must allow the clerk to electronically notify the filer of the reason for the rejection of the filing.	Mandatory	2	
FM-0079	Clerk Review	The system must allow for court staff or user to be able to enter by code description or by code and have the system auto-populate the required code values or description depending on what is entered.	Mandatory	2	
FM-0080	Clerk Review	The system must auto-accept certain filings.	Mandatory	2	
FM-0081	Clerk Review	The system must allow the user to validate submitted case information against the case title from the CMS for subsequent filing transactions.	Mandatory	2	
FM-0082	Clerk Review	The system must allow a court to configure by case type, document type, and/or filer type, which documents can bypass the clerk review process (auto-clerk). These documents will be automatically logged in the target case management system.	Mandatory	2	
FM-0083	Clerk Review	In auto-clerk, the system must reject filings when the filing is submitted for the incorrect case, or in other such non-substantive scenarios.	Mandatory	2	

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FM-0084	Clerk Review	In auto-clerk, for case initiating documents, the system must facilitate: (a) the creation of the case in the CMS, (b) the automatic electronic file stamping of the PDF(s), and (c) the asynchronous transmission of the stamped document(s) back to the filer.	Mandatory	2	
FM-0085	Clerk Review	In auto-clerk, for case subsequent filing documents, the system must facilitate: (a) the lodging of the document in the CMS (e.g., ROA creation), (b) electronic file stamping of the PDF(s), and (c) the asynchronous transmission of the stamped document(s) back to the filer.	Mandatory	2	
FM-0086	Clerk Review	Auto-clerk must notify the filer as to what the defect was, if possible.	Desired	2	
FM-0087	Clerk Review	The system must allow a clerk to reject a filing for missing, insufficient, and/or mismatched information as well as any other reasons the court deems necessary to reject filings. When a clerk rejects a document, the system must generate a rejection notice and optionally lodge a copy in the court's CMS (if on a subsequent filing) and send a copy of the rejection to the e-filing party.	Mandatory	2	
FM-0088	Clerk Review	When a document is rejected by the court, the system must allow the court to store a copy of the rejected document in a document store as defined by the court.	Mandatory	2	
FM-0089	Clerk Review	The system must allow the user to retain and allow for viewing rejected documents for a configurable period of time.	Mandatory	2	
FM-0090	Clerk Review	The system must validate attorney information between e-filing and CMS.	Mandatory	2	
FM-0091	Code Table Management	The EFM must provide the ability to maintain code lists (i.e., entry, removal and modifications of codes and descriptions) without programming.	Mandatory	2	

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FM-0092	Code Table Management	The system must provide the capability to allow authorized administrators to maintain code values used to configure the proper functioning of the application.	Mandatory	2	
FM-0093	Code Table Management	The system must provide the capability to allow authorized administrators to expire codes for future selection without impacting cases already using these codes.	Mandatory	2	
FM-0094	Code Table Management	The system must provide the capability to set future effective dates for codes.	Mandatory	2	
FM-0095	Code Table Management	The system must provide the capability for courts to share the same code values if so desired.	Mandatory	2	
FM-0096	Code Table Management	The system must provide the capability to search code tables.	Mandatory	2	
FM-0097	Code Table Management	The system must provide the capability to modify description of codes without impacting cases using these codes.	Mandatory	2	
FM-0098	Code Table Management	The system must provide the capability to allow each organization unit (e.g., Superior Court) to set up and maintain its own code values based on the organization's specific needs.	Mandatory	2	
FM-0099	Code Table Management	The system must provide the capability to have subgroups of code values, e.g., civil case types vs. criminal case types.	Mandatory	2	
FM-0100	Document Upload	The system must allow clerk to designate a filed document as confidential and automatically notify parties of the designation.	Mandatory	2	
FM-0101	Document Upload	The EFM must preserve filed document relationships captured by the EFSP (e.g., in the event of one document being split into multiple parts, or documents 1 and 2 are related to the hearing scheduled for next month).	Mandatory	2	
FM-0102	Help and Documentation	The Help menu must be consistent with industry-standards for online documentation (e.g., function key enabled, hovering over a field displays additional information).	Desired	2	

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FM-0103	Help and Documentation	The system must provide the capability for authorized users to define and maintain content of the help.	Mandatory	2	
FM-0104	Help and Documentation	The vendor must provide a data dictionary detailing data stored in the system.	Mandatory	2	
FM-0105	Help and Documentation	The vendor must provide a data model detailing data stored in the system.	Mandatory	2	
FM-0106	Login	The system must have individual secure logins for court staff to login, review, accept, and reject filings.	Mandatory	2	
FM-0107	Login	The system must allow court staff to login using their court-approved username and password (Court IAM).	Mandatory	2	
FM-0108	Misc.	The system must allow the court user to auto-balance and close a cashier session (if applicable).	Mandatory	2	
FM-0109	Misc.	The system must manage vendor e-filing document sizes.	Mandatory	2	
FM-0110	Misc.	The system must keep the original XML and XML that was returned after the transaction has been processed for a configurable period of time.	Mandatory	1	Currently JTI retains the XML as modified by the Clerk. This modification will provide the capability to retain the original XML as well.
FM-0111	Misc.	The system must allow the user to resend the acceptance of a transaction that originally gave an error message to an EFSP when sent, and when acceptance is resent, the original document is replaced.	Mandatory	2	
FM-0112	Misc.	The system must allow the user to send one confirmation with all documents filed in a transaction.	Mandatory	2	



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FM-0113	Misc.	If the filing is unsuccessful, the EFM must return a specific error code and description that the EFSP can quickly understand to allow action by the user or EFSP.	Mandatory	2	
FM-0114	Misc.	The system must provide the following information back to the EFSPs after receipt of the filing and clerk review/acceptance: - User identification. - Unique trace number of the filing. - The outcome of the filing. - The date/time the outcome was determined.	Mandatory	2	
FM-0115	Misc.	The system must allow the user to split a proposed order from a transaction with multiple documents.	Mandatory	2	
FM-0116	My Filings	The EFM must provide web services to facilitate an EFSP dashboard of all filings and/or cases in which the user is a named party or an attorney of record. This only applies to cases or pleadings filed through the e-filing system.	Mandatory	1	This does not appear to be an ECF web service. Normally, requests of this type would be satisfied through the ECF getCases web service, but that would return all cases within the CMS meeting the criteria. A possible solution would be to limit the getCases web service to only those cases that have been e-Filed.
FM-0117	Notices and Alerts	The EFM must provide a web service to expose to EFSP all other parties on a case that should be notified/served.	Desired	1	
FM-0118	Notices and Alerts	The system must provide the capability to send alerts (e-mail/text) to parties and EFSPs based on certain court events (examples of events: acceptance of filing, hearing date scheduled, Notice of Decision issued, Court Order issued).	Desired	1	eCourt supports this, but it is not ECF compliant. This modification will be to participate in the development of an ECF extension.
FM-0119	Notices and Alerts	The system must allow parties to specify additional e-mail addresses or phone numbers for text messages to which alerts are to be sent, in addition to default address.	Desired	1	See FM-0118.

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FM-0120	Notices and Alerts	The system's EFM must provide the capability to notify the parties (by e-mail/ text and as alert on the e-filing system) when something has been updated on their case (e.g., notifying the plaintiff when the respondent has filed on that case).	Desired	1	eCourt currently has an eNotification component that is part of the eCourt CMS on a subscription basis. These funds are currently a revenue source to JTI courts. This should be reviewed to determine if it is provided free or on a fee basis. If provided free, there will be an impact on revenues for courts that currently provide this on a subscription basis. The modification is to provide this service through a the design and development of an ECF extension.
FM-0121	Notices and Alerts	The system must provide the capability to alert the staff if the user has identified any special needs (e.g., interpreter requested).	Desired	1	
FM-0122	Notices and Alerts	The system must provide the capability to alert the staff if the case is subject to mandatory mediation based on court rules.	Desired	1	
FM-0123	Notices and Alerts	The system must provide the capability to alert the staff (e-mail and display on the system) that the filing is past due based on business rules (e.g., if a motion was filed past the deadline).	Desired	1	
FM-0124	Payment	The EFM must provide functionality to support changes in filing fees controlled by effective dates through the court policy file.	Mandatory	2	
FM-0125	Payment	The EFM must provide functionality for EFSP to indicate that a fee waiver request order has been approved by the court.	Mandatory	2	
FM-0126	Payment	The EFM must provide functionality to reject submissions that have no payment and no valid waiver.	Mandatory	1	JTI typically does not allow submissions without a fee waiver or valid form of payment to be submitted. This modification will be to determine if there are additional scenarios that need to be addressed.
FM-0127	Payment	The EFM must provide functionality to maintain a log of financial transactions for filings.	Mandatory	2	

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FM-0128	Registration	The EFM must support a centralized user registry of filing users and registered users from all EFSPs on all cases.	Mandatory	1	As the requirements of the centralized user registry are defined, JTI will perform necessary development to support the registry.
FM-0129	Reporting	The clerk portal must also provide a means to view and automatically e-mail the following reports: <ul style="list-style-type: none"> <li>- Daily and Monthly Deposit Report for a given date/month.</li> <li>- Itemized Deposit listing for a given date range.</li> <li>- Batch summary deposit listing including refunds.</li> <li>- Daily and Monthly Refund Report for a given date/month.</li> <li>- Report detailing the collected amount and breakout of fees.</li> <li>- Itemized submission listing for a given date range.</li> </ul>	Mandatory	2	
FM-0130	Reporting	The system must support standard (pre-defined) and ad hoc (user-defined) reporting.	Mandatory	2	
FM-0131	Reporting	The ad hoc reporting system must be user-friendly with GUI-based screen(s) for creating customized reports without the need for in-depth knowledge of SQL or the database schema.	Mandatory	2	
FM-0132	Reporting	The system must provide the capability to schedule reports to run at specific time.	Mandatory	2	
FM-0133	Reporting	The system must make the reporting data model available for authorized users to create own reports.	Mandatory	2	
FM-0134	Reporting	The system must provide the capability to download report data in PDF, Word, or Excel formats.	Mandatory	2	
FM-0135	Reporting	The system must support statistical reports as required by the county or state.	Mandatory	2	

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FM-0136	Submission	When a filing is accepted, the system must automatically create an ROA entry in the CMS indicating that the filing is submitted and display the case number and case status (e.g., Accepted) in the e-filing system unless the filing fee has not been paid or other business requirements are not met. The ROA entries must be easily configurable for each case type.	Mandatory	2	
FM-0137	Submission	The system, after a case or pleading has been submitted successfully, must auto-stamp (human-readable) the document with filing date and time, case number, clerk signature, and court name (per court configuration) and store and index in the DMS.	Mandatory	2	
FM-0138	Workflow Management	The system must provide the capability to create unlimited individual work queues (e.g., judge, staff, clerk) as well as unlimited shared work queues (e.g., court staff).	Mandatory	2	
FM-0139	Workflow Management	The system must provide the ability to list all submissions from a particular organization or agency by work queue.	Desired	1	
FM-0140	Workflow Management	The system must provide the capability for the administrator to configure and create workflows (e.g., automatically routing cases based on case type). Please describe your workflow functionality and provide sample screenshots.	Mandatory	2	
FM-0141	Filler Review	Moved from Exhibit 2 - EFSP Funct. Requirements (Addendum #1). When the system attempts to send data to the CMS and the CMS is unable to accept data (i.e., it is offline or not functioning), court staff will receive notification that such an event has occurred. This notification should be an on-screen display and an e-mail alert to appropriate staff.	Mandatory		Response - 1 An on-screen message is currently displayed. This will be extended to send out an e-mail alert to the appropriate staff.

Auto Requirement ID	Functional Category	Requirements Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0001	Document Upload	The system must allow the filer to select a document type from a drop-down list and upload it as a document in the case.	Mandatory	2	
SP-0002	Document Upload	The system must have a visual display of the documents that have been completed and/or uploaded prior to submission.	Mandatory	2	
SP-0003	Document Upload	The system must provide the capability to delete or edit a document that was uploaded by the user (before submission).	Mandatory	2	
SP-0004	Document Upload	The system must provide the capability to convert documents into PDF or PDF/A format automatically at the time of document upload.	Mandatory	1	
SP-0005	Document Upload	The system must provide the capability for the user to flag a document as confidential or redacted, select reason(s) from the drop down (e.g., contains SSN, bank account number) and submit both redacted and unredacted versions. The system must display a message to the user consistent with filing confidential documents per court policy.	Mandatory	1	
SP-0006	Document Upload	The EFSP should attach multiple supporting documents and link (e.g., as an exhibit, transcript, multimedia presentation made to the jury) to main documents in the submission, or note the existence of non-electronic submissions (e.g., physical exhibit, oversize document).	Desired	2	eCourt supports all document types, but some of the specified document types may not be able to be submitted using the ECF standard.
SP-0007	Filer Review	The system must allow the user to "view" the completed filing/pleading as well as supporting documents before submission.	Mandatory	2	

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SP-0008	Filer Review	Moved to Exhibit 1 - EFM Funct. Requirements (Addendum #1). When the system attempts to send data to the CMS and the CMS is unable to accept data (i.e., it is offline or not functioning), court staff will receive notification that such an event has occurred. This notification should be an on-screen display and an e-mail alert to appropriate staff.	Mandatory	1	An on-screen message is currently displayed. This will be extended to send out an e-mail alert to the appropriate staff.
SP-0009	Filer Review	The system must allow the user to "edit" the filings/pleadings and supporting documents before submission.	Mandatory	2	
SP-0010	Filing	The system must allow for automatic assignment of statuses (configurable by location) to filings. Default statuses: - New: has not been opened by staff. Available for processing. - Open/Locked: court staff has begun the process of reviewing the filing submission; the transaction is not complete. - Pending: filing has been sent to the CMS and is awaiting confirmation that the filing was successfully processed in the CMS. - Failed: filing was sent to the CMS and failed in processing at the CMS level. - Filed: filing has been sent to the CMS and successfully recorded. Alternatively, in a non-CMS integrated setting, this would mean the clerk printed the conformed documents). - Rejected: filing was rejected by the clerk during the Clerk Review process.	Mandatory	1	Some additional configuration will be necessary to include the additional status values.
SP-0011	Filing	The system must give the user the option to file "new" cases as well as file to an "existing" case (e.g., motions, affidavits, pleadings).	Mandatory	2	

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SP-0012	Filing	The EFSP must provide the ability to require that specific information be entered when a new case is initiated (e.g., parties, court and original case number for an appeal, etc.) and with each document (e.g., number of pages in each document) as applicable by local rules or laws.	Mandatory	2	
SP-0013	Filing	The EFSP must verify the page count and word count for attached documents at the time of filing.	Desired	1	There will be some limitations on this depending upon the type of attachment being filed. Videos, photographs and possibly other types of attachments may not have a corresponding property. The size of the attachment may be a better property to capture.
SP-0014	Filing	The system must allow the user to file to an existing case by entering the case number, transaction ID, or case name. The system must display the case summary information (e.g., party, case type, case number, filing date) from the CMS. The system must provide the capability to filter the events/registry of actions by document type, user, date/date range, etc.	Mandatory	2	
SP-0015	Filing	The system must be allow the filer to upload and submit both PDF and Word documents.	Mandatory	2	
SP-0016	Filing	The system must allow the user to file multiple cases/pleadings without having to log back in for each.	Mandatory	2	
SP-0017	Filing	The system, wherever applicable, must be capable of providing an option for the user to indicate time/date availability for a hearing.	Desired	2	Some courts may have a separate calendar reservation system that would be used. This can be exposed to the EFSP as well.
SP-0018	Filing	The system must auto-fill user information where appropriate/necessary based upon the user's registration profile (e.g., name, address).	Mandatory	2	

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SP-0019	Filing	The system must alert users prior to click of submit button that once submitted the user has filed their new case or pleading with the court and has all associated costs will be incurred when accepted by the court.	Mandatory	2	
SP-0020	Filing	The system must allow for the capture of multiple plaintiffs and/or defendants in one case.	Mandatory	2	
SP-0021	Filing	The system must allow the user to file a response and link to one or multiple events (pleadings) on a case and select the type of document they are filing (e.g., filing a response/objection to Motion 1 and Motion 2).	Desired	1	JTI provides this capability within the Clerk Review to relate documents to other documents as well as to other hearings. This could be exposed to the filers as well. This modification would be to expose this capability to the filer in addition to the clerk. The clerk would then be able to modify what the user did within the Clerk Review.
SP-0022	Filing	The system must filter the list of responses based upon selected pleading and business rules. (e.g., Motion in Opposition to a Motion). This only applies to the user who is filing a response to a existing pleading.	Desired	2	JTI can provide this if the court wishes to expose it to the filer. Otherwise, this functionality can be provided through Clerk Review.
SP-0023	Filing	The system must provide the capability to allow the user to indicate the need for interpreter/translator (e.g., having a checkbox) and also to select the appropriate language for future hearings.	Mandatory	1	This would be provided as an ECF extension.
SP-0024	Filing	The system must display a notification or explanation of fees (filing and payment type options) if the defendant/respondent/third party user is filing a counterclaim. The fees must be easily configurable.	Mandatory	2	
SP-0025	Filing	The system must allow defendant/respondent to file a response to the original complaint.	Mandatory	2	
SP-0026	Filing	The system should allow users to upload documents from personal computers, clerk office kiosk, or cloud storage.	Mandatory	2	



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SP-0027	Filing	Unless registered/logged in as an attorney or unrepresented individual, the system must prompt the user to upload certain court-required documents (e.g., proof of authority if filing on behalf of a corporation, any other person, or entity).	Desired	1	
SP-0028	Filing	The system must alert user prior to click of submit button that once submitted the user will have filed/responded to a legal action or pleading.	Mandatory	2	
SP-0029	Filing	The system must validate the case number against the CMS (through the EFM) and pre-populate the fields (metadata) on the standard forms based on the case number entered.	Mandatory	2	
SP-0030	Filing	The system must provide the capability to allow the user to submit documents in a closed case pending clerk approval.	Mandatory	2	
SP-0031	Filing	The system must force the user to update parties' contact information if the filing is on a closed case.	Desired	1	
SP-0032	Filing	The e-filing system must provide the capability to automatically generate additional documents (e.g., instructions for the plaintiff for service of process) based on the filing type and make them accessible for the user.	Mandatory	2	
SP-0033	Filing	The system must provide the capability to send a copy of the filing document by e-mail or hyperlink to additional parties or other individuals.	Mandatory	2	
SP-0034	Filing	The system must provide the capability for a party to waive formal service of process for the complaint and summons in that case (e.g., a check box).	Mandatory	1	
SP-0035	Filing	The system must be able to provide a custom field validation on unlawful detainer (UD) cases.	Mandatory	2	
SP-0036	Help and Documentation	The system must provide an option for the user to take a self-help tutorial (e.g., how to e-file).	Desired	2	

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SP-0037	Help and Documentation	The Basic EFSP Portal must provide unrepresented litigants with links or contact information to receive any necessary assistance.	Mandatory	2	
SP-0038	Help and Documentation	The Help menu must be consistent with industry-standards for online documentation (e.g., function key enabled, hovering over a field displays additional information).	Desired	2	
SP-0039	Help and Documentation	The system must be capable of issuing broadcast messages to users when they log on, to inform them of policy and procedure changes relative to e-filing.	Desired	1	
SP-0040	Help and Documentation	The system must allow users to access documentation online.	Mandatory	2	
SP-0041	Help and Documentation	The system must provide the capability to have online help accessible from each screen.	Mandatory	2	
SP-0042	Help and Documentation	The system must support an online tutorial where relevant.	Mandatory	2	
SP-0043	Help and Documentation	The system must provide online FAQ functionality.	Mandatory	2	
SP-0044	Help and Documentation	The system must provide online screen-level help.	Mandatory	2	
SP-0045	Help and Documentation	The system must provide an online user manual.	Mandatory	2	
SP-0046	Help and Documentation	The system must have capability to provide on-screen help for individual fields.	Mandatory	2	
SP-0047	Help and Documentation	The system must have the capability to make court-specific documentation, policies, procedures, statutes, court rules, etc., accessible on the help menu.	Mandatory	2	

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SP-0048	Help and Documentation	Vendor must provide multiple ways to access support (Mandatory: toll-free number, Internet, e-mail, remote diagnosis; Optional: discussion groups, newsletters).	Mandatory	2	
SP-0049	Help and Documentation	The selected vendor must provide English-speaking customer support to end users during business hours (8-5). Other languages will be supported at the courthouse.	Mandatory	2	
SP-0050	Help and Documentation	The system must provide an online-chat capability for users and court staff to ask any technical questions in real-time with the vendor (24x7).	Desired	0	JTI will consider this, but have not proposed online chat.
SP-0051	Login	The system must allow users to log in using IAM-approved username and password.	Mandatory	1	JTI will provide this once the IAM approach has been determined and is available for integration.
SP-0052	Login	Upon completion of a properly executed E-File registration form, a user ID and a confidential, secure access code must be assigned to the user by IAM.	Desired	1	
SP-0053	Misc.	The system must allow the user, at case initiation, to enter a minimum number of participants to create the case.	Mandatory	2	
SP-0054	Misc.	The system must allow the user to enter a premise address entered for all unlawful detainer cases.	Mandatory	2	
SP-0055	My Filings	The system must provide a dashboard of all filings and/or cases in which the user is a named party or an attorney of record. This only applies to cases or pleadings filed through the e-filing system.	Mandatory	2	

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SP-0056	My Filings	The system must provide the capability for users to view but not edit all cases and associated court documents along with the status of that filing, case number, filed/submitted date, next hearing date, etc.	Desired	1	eCourt currently has a search document retrieval component that is part of the eCourt CMS on a subscription basis. These funds are currently a revenue source to JTI courts. This should be reviewed to determine if it is provided free or on a fee basis. If provided free, there will be an impact on revenues for courts that currently provide this on a subscription basis. The modification is to provide this service through a the design and development of an ECF extension. Providing documents to parties not on the case is a value add service that should be provided, but courts may wish to charge for this service.
SP-0057	My Filings	The system must provide the capability to perform a search on the cases filed by the user. The search may include filters such as case number, parties, case name, filing date range, case category, court, next hearing date, pleading type, etc.	Mandatory	1	JTI provides a number of these filters, but some additional may need to be added.
SP-0058	My Filings	The system must allow the user to click on the case number and view the case details summary.	Mandatory	2	See SP-0056.
SP-0059	Navigation	The system must provide the capability to prompt the user for confirmation upon a user requested "save" or "cancel" action.	Mandatory	2	
SP-0060	Navigation	The system must provide the capability to alert a user if an attempt is made to exit the screen without saving data.	Mandatory	2	
SP-0061	Navigation	The system must provide the capability for users to choose their landing page upon successful login.	Desired	0	The JTI solution does not have a large number of landing pages, so we question the value of this with our User Interface. We will certainly consider it if it is desired by our clients, but it is not being

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SP-0062	Navigation	The system must be capable of issuing broadcast messages to users when they log on, to inform them of policy and procedure changes relative to e-filing.	Mandatory	1	
SP-0063	Navigation	The system must provide the capability for users to customize their screens.	Desired	0	The JTI solution dynamically generates screens according to Court Policy, so we question the value of this with our User Interface. We will certainly consider it if it is desired by our clients, but it is not being proposed.
SP-0064	Notices and Alerts	The system must provide the capability to generate and display alerts on the e-filing system based on certain events/statuses and must be configurable (examples of events: acceptance of filing, hearing date scheduled, Notice of Decision issued, Court Order issued, Defendant Notice issued, Counterclaim, Voluntary Non-Suit). Please describe your notification/alerts functionality and provide relevant screenshots in your response.	Desired	1	JTI currently provides some of this functionality on a subscription basis to the public. It can be expanded to include additional notifications/alerts.
SP-0065	Notices and Alerts	The system should send an e-mail/notification to other parties of any pleadings filed on a case.	Desired	1	This functionality will be provided through eService.
SP-0066	Payment	The system must provide the user interface for payment processing and allow for collection of a payment processing fee.	Mandatory	2	
SP-0067	Payment	The EFSP must provide functionality for the user to manage his/her payment accounts.	Mandatory	2	
SP-0068	Payment	The EFSP must provide functionality to send notices to users when fees are due, an account has reached a minimum amount, or if a fee amount has been updated by the clerk causing fees to change.	Mandatory	2	
SP-0069	Payment	The EFSP must support changes in filing fees controlled by effective dates through the court policy file.	Mandatory	2	

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SP-0070	Payment	The EFSP must provide functionality for user to designate a preferred method of payment (e.g., credit card, debit, e-Check, ACH draw-down account).	Mandatory	2	
SP-0071	Payment	The EFSP must provide functionality for a user to indicate that a fee waiver request order has been approved.	Mandatory	2	
SP-0072	Payment	The EFSP must calculate and collect all fees due unless accompanied by an application for fee waiver.	Mandatory	2	
SP-0073	Payment	The system must provide the capability to allow the user to submit case filings without payment if a fee waiver is filed with the original case filing.	Mandatory	2	
SP-0074	Payment	The EFSP must provide functionality to maintain a log of financial transactions for filings.	Mandatory	2	
SP-0075	Payment	<del>Deleted (Addendum #1). The EFSP must support at least one payment method and may support multiple methods (credit card, e-check, draw-down accounts, net billing) to facilitate capture of fees.</del>	Mandatory		
SP-0076	Payment	The system must auto-assess total fees based on the document or filing selected as determined by court rule, statute, or other through the court policy file.	Mandatory	2	
SP-0077	Payment	The EFSP is responsible for the collection and distribution of all court fees.	Mandatory	2	
SP-0078	Payment	The EFSP may be directed to seamlessly integrate with a court-approved merchant card processing vendor (through a secured payment hosted page or APIs) and allow for the users to pay the appropriate credit card fees online.	Mandatory	1	JTI will comply with this if requested.
SP-0079	Payment	The system must provide a confirmation code/message once payment is approved or submission without pre-payment.	Mandatory	2	

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SP-0080	Payment	The system must be able to allow select state and county agencies to file cases with "zero" court filing fees.	Desired	2	
SP-0081	Payment	The system must provide the capability to automatically prompt the user with additional questions regarding additional fees for particular case types. This fee will then be automatically added to the total filing fee.	Mandatory	2	
SP-0082	Payment	The system must create an online receipt that can be printed and/or saved as a file by the user.	Mandatory	2	
SP-0083	Payment	The Basic EFSP Portal must provide indigent parties or government filers with a means to upload documents and submit filings without being charged.	Mandatory	2	
SP-0084	Payment	The EFSP must provide functionality to reject submissions that have no payment and no valid waiver.	Mandatory	2	
SP-0085	Payment	The EFSP must provide functionality to maintain a log of financial transactions for filings.		2	
SP-0086	Payment	The Basic EFSP Portal must provide government and other no-fee users with a means to upload documents, assemble filings, and submit filings without being charged, unless the user is required by law to pay a clerk filing fee.	Mandatory	2	
SP-0087	Print	The system must provide functionality to view and print case filings/documents based on user authorization and access rights (e.g., only parties on the case will be able to print their case for free).	Mandatory	2	
SP-0088	Registration	The EFSP must interact with the IAM identity management system to authenticate users and gather court-managed user data (e.g., ID, role, Bar #, ...).	Mandatory	1	JTI will provide this once the IAM approach has been determined and is available for integration.
SP-0089	Registration	The EFSP must capture the user-defined IAM role (e.g., self-represented litigant, attorney, government filer).	Mandatory	1	JTI will provide this once the IAM approach has been determined and is available for integration.

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SP-0090	Registration	Registered users of the California E-filing system should be able to define a preferred method for notifications (e.g., orders, service of filed documents) to be sent to them.	Mandatory	1	JTI currently distributes notifications to filers. We will provide additional methods, if necessary. Development will only be required if additional methods other than those supported are required
SP-0091	Registration	The system must allow the legal staff of a law firm to be able to register under the law firm.	Mandatory	2	
SP-0092	Registration	The system must prompt the registrant to accept the disclaimer and terms and conditions before registration is complete.	Mandatory	2	
SP-0093	Registration	All EFSP users, including those using the solution provided by the EFM vendor, must be registered with the respective EFSP via an electronically signed user agreement.	Mandatory	2	
SP-0094	Registration	The system must be able to automatically accept or reject registrations based on configurable business rules.	Desired	1	
SP-0095	Registration	The system must allow the registrant to interact with IAM to update court-managed information (e.g., name, address, phone number, e-mail address, firm).	Mandatory	1	We will need to work with the court to determine how this information is managed since court's may wish to review any updates prior to actual update to the CMS. JTI will work with the courts to provide this functionality.
SP-0096	Registration	The system must allow the registrant to use the same registration (username and password) for filing future court cases with the court.	Mandatory	2	
SP-0097	Registration	The system must display a message with the reason for rejecting a registration.	Mandatory	2	



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SP-0098	Registration	The system must allow individual user accounts/profiles to be associated with an organization's "group account" so that a user can be verified as a member of the external organization and the user's rights can be based on the group's rights (e.g., an attorney can be identified as a member of a particular firm).	Mandatory	2	
SP-0099	Registration	The system must have the ability to establish different security levels (for different individuals) within an organization.	Desired	1	JTI provides this to some extent now, but may need to expand it. Specifically, we designate a Office Administrator that controls access to credit cards, etc. This can be expanded to other roles as necessary.
SP-0100	Registration	The system should allow the assignment of security administration responsibilities to multiple users, with the ability to set limits for subordinate security administrators.	Desired	1	JTI may need to expand current functionality.
SP-0101	Registration	The system must have the capability to allow/reject registration based on business rules that can be configured.	Mandatory	1	
SP-0102	Registration	The system must send a confirmation e-mail (address obtained from IAM) after a user has registered successfully with the system.	Mandatory	2	
SP-0103	Registration	The system must have configurable rules to approve or reject new registrations.	Mandatory	1	
SP-0104	Registration	Updated (Addendum #1). The system must authenticate all users with the IAM MyCA Court ID.	Mandatory	1	JTI will provide this once the IAM approach has been determined and is available for integration.

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SP-0105	Registration	The application must support both a self-registration process as an attorney (with an attorney ID and firm ID stored in their profile) or as an unrepresented litigant.	Mandatory	2	
SP-0106	Save	The system must provide the capability for the user to save at any point in time (temporary saves) while filing a document/pleading.	Mandatory	2	
SP-0107	Service/E-Service	The system must provide the capability to allow the user, on certain case types, to select the service option based on the applicable law (e.g., U.S. Mail, Certified Mail, Registered Mail, Sheriff Service, Private Process Service, or any other method authorized by law to perfect service).	Mandatory	2	
SP-0108	Service/E-Service	The system must provide the capability to deliver electronic copies of party filings and court documents (orders, notices, etc.) and electronic notifications to the parties through the e-filing system.	Mandatory	2	
SP-0109	Service/E-Service	The system must be able to indicate if a participant can or cannot be e-served.	Mandatory	1	
SP-0110	Submission	The system must display a message and prompt the user to accept the terms and conditions before submission.	Mandatory	1	This is currently done at registration time. The modification, if necessary, would be to ask the question for every submission.
SP-0111	Submission	The system must provide an option to "save and archive" or "cancel" the filing transaction if the user does not accept the terms and conditions for submission.	Mandatory	1	
SP-0112	Submission	The system must automatically send confirmation e-mail (e-notify) of case filed with the courts with the filing date/time and case number assigned, if available.	Mandatory	2	
SP-0113	Submission	The clerk must also be allowed to enter notes back to the user to assist in the resolution of the rejection.	Mandatory	2	

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SP-0114	Submission	The system must record all dates and times needed to apply court rules governing the date and time that a filing is deemed to occur for that court (e.g., time of filing by user, time of review by clerk, acceptance of filing, etc.).	Mandatory	2	
SP-0115	Submission	The system must auto-generate a unique transaction ID for the submission and auto-stamp the documents (including uploaded documents) with that transaction ID.	Mandatory	2	
SP-0116	Web Forms	The system must be able to validate the data entry based on court rules/business rules.	Mandatory	2	

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NF-0001	General	The EFM API must be a secure, non-proprietary, access-controlled Web service that allows commercial EFSPs, large law firms, government agencies, and others to submit filings to the EFM.	Mandatory	2	
NF-0002	General	The system (e-filing system) must be Web-based and accessible over the Internet through a Web browser. The system must not be dependent on any browser plug-ins to be downloaded for the application to work.	Mandatory	2	
NF-0003	General	The system must be scalable and be able to support users statewide.	Mandatory	2	
NF-0004	General	In the event of an outage or a significant processing delay, designated court and division staff must be notified within 15 minutes by e-mail that includes a brief description of the problem and the estimated time of the next update or resolution of the problem.	Mandatory	2	
NF-0005	General	The system must allow for quick and easy configuration for all non-civil case types (criminal, traffic, probate, etc.). This must include items such as navigation, look and feel, fees, questions, forms, alerts, business rules/court policy, etc.	Desired	2	
NF-0006	General	The system must allow for easy customization of Web-based forms (e.g., Complaint) and guided interview questionnaires.	Desired	1	Customization and guided interview questions has been proposed. However, some of the configuration will need to be done by technical staff.
NF-0007	General	The system will support the addition of other active cases that are currently paper-based.	Desired	2	

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0008	General	The application does not require any Plug-ins / Active X controls.	Desired	2	
NF-0009	General	The application does not require any client side installs (zero footprint without dependencies).	Desired	2	
NF-0010	General	The application must support a wide variety of browsers including and not limited to: the latest versions of Microsoft Internet Explorer, Firefox, Chrome, and Safari.	Mandatory	2	
NF-0011	General	Session duration must be configurable.	Desired	2	
NF-0012	General	Rights and privileges must be assigned to users, groups and roles by an administrator.	Mandatory	2	
NF-0013	General	The user interface must dynamically reflect functions and capabilities that are consistent with the user's rights and privileges.	Mandatory	2	
NF-0014	General	Basic activity logging, recording, and storage functionality to be configured. The solution must maintain logs of all user activity. Archival logging to be configured.	Mandatory	2	
NF-0015	General	The application must provide a configurable user interface layer that will allow for site branding.	Desired	2	
NF-0016	General	The system must provide integration with the court-supported e-mail system. The e-mail must come from a recognized domain.	Desired	2	JTI needs more information on which court-supported e-mail systems are used. We are not aware of any limitations.

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NF-0017	General	The system must provide processing visual displays indicating that the system is in the process of responding to the user's request. Include status bar showing percentage complete. Individual percentages must be displayed for multiple uploads.	Desired	2	
NF-0018	General	The system must prevent inadvertent multiple processing such as a user clicking a submit button twice.	Mandatory	2	
NF-0019	General	The system will support limiting quotas for file sizes, etc., configurable by court.	Desired	2	
NF-0020	General	Any software upgrades will be backward compatible with existing interfaces.	Mandatory	2	
NF-0021	User Interface and Display	The system must have a common, consistent end-user Web interface.	Mandatory	2	
NF-0022	User Interface and Display	The system must provide a consistent and user-friendly interface that allows for rapid data entry for the users to file cases and for the court staff to review and process filings.	Mandatory	2	
NF-0023	User Interface and Display	The system must provide a user interface that operates in the same manner for similar functions with the same look and feel, and support consistent data entry and maintenance.	Mandatory	2	
NF-0024	User Interface and Display	The system must provide a user interface which minimizes screen scrolling as much as possible.	Mandatory	2	
NF-0025	User Interface and Display	The system must provide the capability to mark or highlight all required data items on a data entry page.	Mandatory	2	

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NF-0026	User Interface and Display	The system must provide the capability to prevent read-only data items from being modified.	Mandatory	2	
NF-0027	User Interface and Display	The system must provide the capability to highlight input errors (e.g., missing data, incorrect format, DOB is in the future) and prompt user for correction.	Mandatory	2	
NF-0028	User Interface and Display	The system must provide the capability to display clear error messages that can help a user understand and resolve the encountered error.	Mandatory	2	
NF-0029	User Interface and Display	The system must provide proper validation to prevent invalid data from being entered or saved in the system.	Mandatory	2	
NF-0030	User Interface and Display	The system must provide the capability to prompt the user to save or cancel if user attempts to logout of system with unsaved changes.	Mandatory	2	
NF-0031	User Interface and Display	The system must provide the capability to dynamically display functions and capabilities consistent with the user's privileges (e.g., add, view, edit, delete).	Mandatory	2	
NF-0032	User Interface and Display	The system must provide the capability to display dynamic court-specific dropdown pick lists, where the value chosen from one list determines the list of values on another list.	Mandatory	2	
NF-0033	User Interface and Display	The system must provide the capability to alert the user of certain special conditions (e.g., this is an in-camera review document, sealed document).	Mandatory	2	

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2- Demonstrable 1- To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0034	User Interface and Display	The system must provide the capability to provide data entry formatting in applicable input fields (e.g., phone number, DOB). The system must allow for both calendar widget pick as well as direct data entry in the fields.	Mandatory	2	
NF-0035	User Interface and Display	The system must provide the capability to alert the user of certain special conditions/requirements.	Mandatory	2	
NF-0036	User Interface and Display	The system must provide the capability to provide an edit mask or validation on appropriate input fields to facilitate data entry and ensure accuracy.	Mandatory	2	
NF-0037	User Interface and Display	The system must provide the capability to customize or set up court-specific menus or menu bars.	Desired	2	
NF-0038	User Interface and Display	The system must implement the work queues (e.g., judge use cases) to be accessible/managed by Web services.	Desired	1	
NF-0039	User Interface and Display	The EFM must provide users the ability to direct a document in their work queue to any other individual or workgroup queue (e.g., the staff for a particular judicial officer).	Mandatory	2	
NF-0040	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must integrate with the three statewide CMS vendor products and Journal Technology's eCourt.	Mandatory	1	



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NF-0041	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must provide sufficient bidirectional integration between all EFSPs, CMSs and DMSS. This requires that the EFM provide the capability to access and post data and documents, supporting the necessary features of a complete e-filing solution.	Mandatory	2	
NF-0042	Integration with Trial Court Case and Document Management Systems	A non-proprietary API to allow EFSPs to maintain data in the central register must be provided by the EFM vendor and made available to all certified EFSPs (e.g., e-file vendor, law firm, state agency, etc.).	Mandatory	1	We will need to work with the court to determine how this information is managed since court's may wish to review any updates prior to actual update to the CMS. JTI will work with the courts to provide this functionality.
NF-0043	Integration with Trial Court Case and Document Management Systems	The EFM API must provide a standard messaging bus in order for the EFSPs to be notified when a filing has been accepted or rejected.	Mandatory	2	
NF-0044	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must create an automatic ROA entry and update the CMS (with filing data, case event, case status, etc.) once a new case or pleading is accepted in the e-filing system.	Mandatory	2	
NF-0045	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must create an automatic CMS entry of filing fees paid and update the CMS once a new case or pleading is accepted in the e-filing system.	Mandatory	2	
NF-0046	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must return case number, case events/updates (e.g., status, filing date, accepted date, hearing date) generated in the CMS back to the e-filing system.	Mandatory	2	

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NF-0047	Integration with Trial Court Case and Document Management Systems	The e-filing system must integrate with the trial court public access system to allow users to file into cases viewed in the public access system.	Desired	1	
NF-0048	Integration with Trial Court Case and Document Management Systems	If the system cannot communicate with the CMS or DMS, it must place submitted filings into a temporary queue for later processing and automatically complete the submission when the CMS or DMS is once again accessible.	Mandatory	2	
NF-0049	Integration with Merchant Credit Card Processing Services	The system must pass through transaction data from the merchant card processing services vendor for consumption by the CMS in a format defined by the financial gateway. The data will include: transaction ID, payer's first and last name, payer's address, payment amount, payment type, and payment date/time.	Mandatory	2	
NF-0050	Standards/Compliance	The application provides the following ECF 4.01 conformant operations to EFSPs: ReviewFiling, NotifyFilingReviewComplete, GetFilingList, GetFilingStatus, GetServiceInformation, ServeFiling and the following ECF 4.01 operations to CMS/DMS: RecordFiling, NotifyDocketingComplete. ECF 4.01 operations are defined at <a href="http://www.oasis-open.org/committees/legalxmlcourtfilings/">http://www.oasis-open.org/committees/legalxmlcourtfilings/</a>	Mandatory	2	

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NF-0051	Standards/Compliance	The application provides the following ECF 4.01 conformant operations to the EFSPs: GetPolicy, GetFeesCalculation, GetCaseList, GetCase, GetDocument.	Desired	2	
NF-0052	Standards/Compliance	The application publishes and consumes all ECF 4.01 conformant operations using the ECF Web Services Service Interaction Profile 2.01.	Mandatory	2	
NF-0053	Standards/Compliance	The system must be certified to conform with the mandatory ECF 4.01 operations through the IJS Institute Springboard program and California court policies through a California certification authority within 6 months of contract award.	Desired	2	
NF-0054	Standards/Compliance	The application must support Secure HTTPS.	Mandatory	2	
NF-0055	Standards/Compliance	All API exposed for integration with other applications must be Web services conforming to industry standards.	Mandatory	2	
NF-0056	Standards/Compliance	The application supports the current and previous versions of NIEM for its message schemas.	Desired	2	
NF-0057	Standards/Compliance	The application must show compliance with United States Section 508 standards for accessibility.	Mandatory	2	
NF-0058	Standards/Compliance	The application complies with the current version of the Web Content Accessibility Guidelines (WCAG).	Mandatory	2	
NF-0059	Standards/Compliance	The e-filing system and portal must comply with Title II of the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973.	Mandatory	2	

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NF-0060	Standards/Compliance	The vendor must provide performance reports of filings and system availability, including downtimes and recovery times, and system throughput, including any delays.	Mandatory	2	
NF-0061	Standards/Compliance	All financial transactions must be PCI-compliant.	Mandatory	2	
NF-0062	Document Management	The Basic EFSP Portal must ensure that filings submitted to the EFM API are in PDF files, except proposed orders which may also be in Microsoft Word format.	Mandatory	2	
NF-0063	Document Management	The system must send a message immediately to the EFSP and must hold the filing for submission to the court when the court's CMS is not accessible and operational.	Mandatory	2	
NF-0064	Document Management	The solution must support conversion of scanned images into searchable PDF.	Mandatory	1	
NF-0065	Document Management	The solution must support conversion of scanned images into searchable PDF/A.	Desired	1	
NF-0066	Application Security	The application must support virus scanning and malware with latest definitions of all uploaded documents.	Mandatory	2	
NF-0067	Application Security	The application must support role-based security.	Mandatory	2	
NF-0068	Application Security	The application must be safeguarded against SQL vulnerabilities. Describe your approach to securing the application.	Mandatory	2	
NF-0069	Application Security	The vendor will follow best data loss prevention practices.	Mandatory	2	

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NF-0070	Application Security	The system must secure all data exchanged with the merchant card processing vendor using HTTPS links and with 256-bit encryption strength.	Mandatory	2	
NF-0071	Application Security	The system must be PCI-compliant.	Mandatory	2	
NF-0072	Application Security	The system must include the roles/permissions for new users and the ability to disable users when they leave employment or are reassigned.	Mandatory	2	
NF-0073	Security and Access Rights Management	The system must allow for multiple methods of authentication - LDAP, Active Directory, Form-based authentication, etc.	Desired	2	
NF-0074	Security and Access Rights Management	The system must provide the capability to authenticate user login by username and password.	Mandatory	2	
NF-0075	Security and Access Rights Management	The system must provide the capability for registered users to recover/reset their username and password.	Mandatory	2	
NF-0076	Security and Access Rights Management	The system must provide multi-level security to control access.	Mandatory	2	
NF-0077	Security and Access Rights Management	The system must provide the capability to ensure that a user, once authenticated, can perform operations (view, add, update, delete) on the data and only the data he or she is authorized to access.	Mandatory	2	
NF-0078	Security and Access Rights Management	The system must provide administrative functions allowing authorized users to delete a user but retain all history associated with the user's activity.	Mandatory	2	

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NF-0079	Security and Access Rights Management	The system must provide for the capability to designate users as administrators and to change those who have that designation by a super administrator.	Mandatory	2	
NF-0080	Security and Access Rights Management	The system must provide administrative functions allowing authorized users to lock a user out of the system or unlock a user to allow user to regain access.	Mandatory	2	
NF-0081	Security and Access Rights Management	The system must provide for role-based access control - only authorized users will be able to see or view certain information (e.g., sealed documents).	Mandatory	2	
NF-0082	Security and Access Rights Management	Security must provide the ability to limit or allow access to filings and/or work queues based on court, case type, and/or role.	Mandatory	2	
NF-0083	Security and Access Rights Management	The system must provide the capability to configure the system timeout feature based on court policy.	Mandatory	2	
NF-0084	Security and Access Rights Management	The system must provide the capability to automatically disconnect a user from the system after a pre-configured timeout criterion (based on court policy) is met.	Mandatory	2	
NF-0085	Security and Access Rights Management	The system must provide the capability to ensure screens, functions, or menu items are only visible to authorized users.	Mandatory	2	
NF-0086	Security and Access Rights Management	The system must provide the capability to ensure that sensitive or confidential information on any displayed page is only viewable by users with the required authorization.	Mandatory	2	

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NF-0087	Security and Access Rights Management	The system must provide the capability to log security violations.	Mandatory	2	
NF-0088	Security and Access Rights Management	The system must have security and control features that detect and prevent unauthorized access to the system (e.g., repeated attempts to guess passwords.)	Mandatory	2	
NF-0089	Security and Access Rights Management	The system must allow security changes made by security administrators to take effect immediately or at a specified time.	Mandatory	2	
NF-0090	Security and Access Rights Management	The system must provide the capability for security administrators to terminate a user's session immediately.	Mandatory	2	
NF-0091	Security and Access Rights Management	The system must allow administrators to assign a user to multiple groups.	Mandatory	2	
NF-0092	Security and Access Rights Management	The system must provide the capability to allow security to be managed by multiple administrators so each administrator can manage his/her own court if needed.	Mandatory	2	
NF-0093	Security and Access Rights Management	The system must provide the capability for security administrators to define security roles which control a user's abilities to access screens and data and perform system functions.	Mandatory	2	
NF-0094	Security and Access Rights Management	The system must encrypt passwords and prevent password from being displayed and printed.	Mandatory	2	
NF-0095	Audit Trail	The system must track all failed connect requests including EFSP, date/time, IP address, browser type, and version.	Mandatory	2	

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NF-0096	Audit Trail	The system must track user actions requiring auditing based on business rules. Tracking must include but not be limited to action date/time, user who performed the action, action taken or changes made, business entities affected by this action, field values before and after changes are made, etc.	Mandatory	2	
NF-0097	Audit Trail	The system must allow authorized users or administrators to search and view the audit log as well as the archived audit logs.	Mandatory	2	
NF-0098	Audit Trail	The system must provide the capability to archive audit logs.	Mandatory	2	
NF-0099	Audit Trail	The system must provide the capability to determine who did what and when for any add, change, and delete actions performed in the system.	Mandatory	2	
NF-0100	Audit Trail	The system must log and report transactional data for auditing purposes consistent with AB 2244 ( <a href="http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2244">http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2244</a> ).	Mandatory	2	
NF-0101	Standards/Compliance	The system must interface with an external IAM solution using OAuth2 and OpenID.	Mandatory	1	
NF-0102	Standards/Compliance	The system must enforce conformance of the EFSPs and CMS/DMS with court policy.	Mandatory	2	
NF-0103	Standards/Compliance	System-readable court policy will include contacts and hours of operation and code tables for each court. Code tables will include case types, document types, and fees among others.	Mandatory	2	



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ST-0001	Standards Management	Collaborate with the JCC in the design, construction, and implementation of the California e-filing standards and operating architecture.	Mandatory	2	
ST-0002	Standards Management	Collaborate with the JCC, participating courts, the certification authority, IAM authority, and payment and gateways to define an architecture and supporting standards for e-filing.	Mandatory	2	
ST-0003	Standards Management	Actively participate in up to eight JCC-facilitated workshops to develop: - California-specific extensions to the OASIS ECF standards. - Standards for IAM and Financial Gateway services. - Standards compliance testing protocols. - The architecture that supports this e-filing environment. - A protocol for standards and architecture change management.	Mandatory	2	
ST-0004	Standards Management	Provide input on the development of standards, architecture, and protocols.	Mandatory	2	
ST-0005	Standards Management	Review standards, architecture, and protocols as they are being drafted and approved.	Mandatory	2	
ST-0006	Standards Management	Provide timely feedback on these standards, architecture, and protocols as they are being drafted and approved.	Mandatory	2	
ST-0007	Standards Management	Certify each implementation of the EFM with the certification authority specified by the JCC, in accord with California certification protocols.	Mandatory	2	
ST-0008	Standards Management	Certify each implementation of the no-fee EFSP with the certification authority specified by the JCC, in accord with California certification protocols.	Mandatory	2	

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ST-0009	Standards Management	Publish certification results on an online service that is readily discovered and accessed by e-filing stakeholders.	Mandatory	2	

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IM-0001	Deployment	Construct, test, and implement California standards conformant no-fee EFSP for a trial court within 90 days of execution of a Participation Agreement, with that trial court, under this Master Agreement.	Mandatory	1	
IM-0002	Deployment	Construct, test, and implement California standards conformant no-fee EFM for a trial court within 90 days of execution of a Participation Agreement, with that trial court, under this Master Agreement.	Mandatory	1	
IM-0003	Deployment	Construct, test, and implement California standards conformant interfaces between the EFM application and all California EFSPs.	Mandatory	1	
IM-0004	Deployment	Construct, test, and implement California standards conformant interfaces between the EFM application and the trial court-provided IAM.	Mandatory	1	
IM-0005	Deployment	Construct, test, and implement California standards conformant interfaces between the EFM application and the CMS implemented at the trial court.	Mandatory	1	
IM-0006	Deployment	Assist the trial court in gathering and organizing the data needed to construct a court policy file.	Mandatory	2	
IM-0007	Deployment	Train trial court staff in the development, certification, implementation, and maintenance of a court policy file for the EFM.	Mandatory	2	
IM-0008	Deployment	Train trial court staff to effectively administer the EFM and no-fee EFSP.	Mandatory	2	
IM-0009	Deployment	Assist trial court staff in the recertification of revised and newly implemented court policy files.	Mandatory	2	

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IM-0010	Deployment	Provide project management services for each implementation including the development of and monthly updates to a work breakdown structure and schedule, staff plan, issue and risk management, weekly status calls, weekly e-mail status reports, and monthly formal status reports.	Mandatory	2	

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SL-0001	Service Level	The data center must provide 99.9% uptime 24 hours per day, 365 days a year.	Mandatory	2	
SL-0002	Service Level	EFM and no-fee EFSP application services must realize 99.9% uptime 24 hours per day, 365 days a year.	Mandatory	2	
SL-0003	Service Level	In the event of an service outage, the trial court, JCC, and all California-certified EFSPs must be notified within 5 minutes of the initiation of the event.	Mandatory	2	
SL-0004	Service Level	In the event of an service outage, the trial court, JCC, and all California-certified EFSPs must be notified within 5 minutes of the resumption of service.	Mandatory	2	
SL-0005	Service Level	Mean time to service restoration must be 4 hours or less.	Mandatory	2	
SL-0006	Service Level	Level 1 support requests must be responded to by a human interaction within 30 minutes during regular filing hours according to court policy.	Mandatory	2	
SL-0007	Service Level	Level 2 support requests must be responded to by a human interaction within 8 hours.	Mandatory	2	
SL-0008	Service Level	Level 3 support requests must be responded to by a human interaction with 3 business days.	Mandatory	2	
SL-0009	Service Level	Daily audit and reconciliation reports must be produced and provided to the trial court by 8:00 AM on the next business day.	Mandatory	2	
SL-0010	Service Level	Monthly reports must be produced and provided to the trial court within 24 hours of the close of filing for a month.	Mandatory	2	

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SM-0001	Support and Maintenance	The data center must provide 99.9% uptime 24X7, 365 days a year.	Mandatory		2 - Not able to click on left box.
SM-0002	Support and Maintenance	All network traffic between the browser and the application must be encrypted.	Mandatory		2 - Not able to click on left box.
SM-0003	Support and Maintenance	The hosting provider must also provide a test and staging environment of the application.	Mandatory		2 - Not able to click on left box.
SM-0004	Support and Maintenance	In the event of a planned or unplanned outage, service provider must supply an outage notice on the Web site.	Mandatory		2 - Not able to click on left box.
SM-0005	Support and Maintenance	The Software as a Service (SaaS) provider must provide data and system backups stored in a remote location.	Mandatory		2 - Not able to click on left box.
SM-0006	Support and Maintenance	The SaaS provider is responsible for all operational system maintenance including periodic patches.	Desired		2 - Not able to click on left box.
SM-0007	Support and Maintenance	The data and system backups must be recoverable to a point in time within 30 minutes of a failure.	Mandatory		2 - Not able to click on left box.
SM-0008	Support and Maintenance	The vendor must perform server maintenance on a routine basis to ensure optimal server performance.	Mandatory	2	
SM-0009	Support and Maintenance	The SaaS provider is responsible for all database maintenance.	Desired	2	
SM-0010	Support and Maintenance	The SaaS provider is required to notify the court when any third party requests access to data (e.g., Patriot Act).	Desired	0	JTI will consider this requirement, but it has not been proposed.
SM-0011	Support and Maintenance	The SaaS provider must provide Service Level Agreement options and associated costs.	Mandatory	2	
SM-0012	Support and Maintenance	Provide hosted application licensing.	Mandatory	2	
SM-0013	Support and Maintenance	Ensure that the applications provided employ technologies that are all under ongoing manufacturer support.	Mandatory	2	

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SM-0014	Support and Maintenance	Provide application support and technical support for local configuration and installation of the hosted solution.	Mandatory	2	
SM-0015	Support and Maintenance	Provide end-user and technical support.	Mandatory	2	
SM-0016	Support and Maintenance	Provide periodic maintenance, legislative updates, and security upgrades per service-level standards and support agreements.	Mandatory	2	
SM-0017	Support and Maintenance	Provide global configuration changes necessary to support business changes.	Mandatory	2	
SM-0018	Support and Maintenance	Provide emergency support for break-fix situations.	Mandatory	2	