



State of Texas

**RFO No. 212-20-0385
Texas Office of Court Administration
eFileTexas 2.0**

**Submitted by:
Journal Technologies, Inc.
eFiling**

Maryjoe Rodriguez, Vice President
915 E. 1st Street
Los Angeles, CA 90012
(213) 229-5402
mrodriguez@journaltech.com

Non-Cost Proposal
June 10, 2020

Journal Technologies

June 10, 2020

Attn: Paula Garner, CTPM
Office of Court Administration
Tom C. Clark Building
205 W. 14th Street, Suite 600
Austin, TX 78701

RE: RFP No. 212-20-0385

Ms. Garner:

I enclose the proposal to provide our browser-based eFiling system. Journal Technologies, a wholly-owned subsidiary of the Daily Journal Corporation, has provided case management and eFiling systems to governmental agencies for more than 25 years and serves over 500 courts and agencies in 42 states and internationally. See our Executive Summary for our key points and values for our eFiling solution.

I am authorized to answer questions regarding this proposal and negotiate and contractually obligate the organization. My contact information follows:

Thank you for this opportunity,



Maryjoe Rodriguez, Vice President

Journal Technologies, Inc.

915 E. 1st Street

Los Angeles, CA 90012

(213) 229-5402 direct line

mrodriguez@journaltech.com

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| Cost Proposal | Submitted Separately |

Overview

We have been providing case management and systems and eFiling to governmental courts, prosecutors, probation, defenders and other government agencies for more than 25 years and serve over 500 of these agencies and other justice agencies in 42 states and internationally.

The Daily Journal Corporation, which owns Journal Technologies, brings several advantages to the table, including significant financial resources in cash and marketable securities. The Company owns two modern office buildings near downtown Los Angeles, and an office building in Logan, Utah. There are about 140 employees in the publishing division of the Daily Journal who also provide support functions for Journal Technologies, which has about 245 employees.

Although the Daily Journal is a public company, control rests with the Board of Directors. Corporate management includes Charlie Munger as Chairman of the Board. He, as vice chairman, and Warren Buffett, as chairman, manage Berkshire Hathaway, one of the largest and most respected companies in the United States.

The Los Angeles County Superior Court is the largest unified trial court in the United States. The Superior Court operates 47 courthouses throughout the county supported by approximately 5,400 employees and 600 courtrooms. Journal implemented eFiling for Limited Civil cases in December 2017, and for Unlimited Civil cases in August 2018.

The court receives 2,190,000 envelopes, and 3,285,000 documents per year. The clerk review process is used by about 600 clerks. The system is used by up to 60,000 lawyers in the Los Angeles region.

The system's APIs are compliant with Electronic Court Filing (ECF) 4.0, and has extensions that are specific to California. We have nearly completed the system's upgrade to ECF 5.0.

Journal has the sole contract with the Judicial Council of California to implement electronic filing across all 58 counties. We started with Los Angeles because of its leadership with implementing a forward-thinking civil case management and electronic filing system. We are now in the process of implementing the system for the next 16 California courts.

1.1 Organizational Profile, Experience and Capabilities

1.1.1 Offeror Services Overview

Identify all systems, products, and/or services included in the offer, along with any third-party product(s) or services that will be provided. If multiple vendors will be providing any system/service component item, identify each vendor separately. Vendors of products licensed by the Offeror that are a significant part of the Solution are to be included, even if those vendors are not actively participating in the project. Add additional lines as needed.

Table 1: Offeror Services Overview

| Vendor | Product / Service Provided |
|----------------------------|---------------------------------|
| Journal Technologies, Inc. | Electronic Filing Manager (EFM) |
| | |
| | |
| | |
| | |
| | |

1.1.2 Organization Overview

For each vendor included in Section 1.1.1 above that is actively participating in the project, complete the following table to provide OCA with an overview of the vendor's organization. Duplicate the table as needed.

Table 2: Organization Overview

| Information Requested | Response |
|---|---|
| Company Name | Journal Technologies, Inc. |
| Address | 915 E 1 st Street, Los Angeles, CA 90012 |
| Telephone Number | 213-229-5402 |
| Website Address | www.journaltech.com |
| Parent Company | Daily Journal Corporation |
| Subsidiaries or Affiliated Companies | |
| Date Company Founded | 1999 |
| Number of years Company has been providing the Product or Service specified in this RFO | 25+ years |
| Most recent three (3) Fiscal Years' revenue and net income in USD | See Financial Statements attached. |
| Company Ownership Structure (e.g., public, private, joint venture) | Public |
| Stock Exchange and Symbol (if publicly traded) | DJCO |
| Locations in the U.S., and total number of staff in each location | Los Angeles, California – 50 FT Logan, Utah – 100 FT Corona, California – 15 FT |

1.1.3 Vision and Future Strategy

Provide details of your organization's long-term electronic filing, document management, forms assembly, and redaction technology strategy (responsive to this RFO), partnerships, three (3) to five (5) year technology roadmap, and key technology investments that your organization anticipates making to enhance your relevant products and service offerings. Additionally, describe your organization's current and long-term commitment to the use of nationally recognized standards such as the ECF standard.

Details of our current EFM solution can be found under Section 1.4 Solution Overview. Over the next 3-5 years we'll continue to invest heavily in cloud based services such as (i) redaction technology, (ii) automated clerk reviews and (iii) microservices offered to EFSP and Court systems to make the entire electronic filing lifecycle more uniform and secure. We fully support ECF standards and anticipate migrating our EFM solution to ECF 5.0 soon.

1.1.4 Relevant Corporate Experience

Using the table below as a template, Offeror must provide references for at least four (4) projects that showcase the Offeror’s experience in defining, developing, and deploying a solution similar to OCA’s business and technical requirements as described in this RFO and the scope and complexity of the eFileTexas 2.0 Solution for the Texas Courts.

Offeror is also to identify roles on any included reference projects that were performed by Key Implementation Services Team Members (as listed in Table 19) proposed for eFileTexas 2.0. In describing the reference projects, the Offeror must refer to the Offeror’s experience as well as applicable involvement of any subcontractors.

References where the Offeror has previously worked with the identified partner or subcontractor should be noted and are preferred. Additionally, provide a description of how the corporate relationship with your offered partners or subcontractors has contributed to the success of past projects.

Table 3: Corporate Reference Template

| Information Requested | Response |
|--|---|
| Reference Organization Name | Superior Court of California, County of Los Angeles |
| Reference Organization Primary Function | Superior Court |
| Reference Contact Name and Title | Snorri Ogata, Chief Information Officer |
| Reference Contact Telephone Number | 213-633-0125 |
| Reference Contact Email | SOgata@lacourt.org |
| Project Name | eCourt case management system and eFiling |
| Number of Courts and Users Involved | 1 Court; 1,905 court users |
| Contract Size (approximate total cost) | |
| Description of the Solution Implemented / Scope of Services Provided | Los Angeles Superior Court is the largest unified trial court in the United States. The Superior Court operates 47 courthouses throughout the county supported by approximately 5,400 employees and around 600 courtrooms. Journal implemented eCourt Small Claims case management in 2016 and began processing Limited Civil and Unlimited cases in 2017. We implemented eDelivery for Unlimited Civil Personal Injury cases in March 2016 as an initial stage to establish electronic filing processes. We followed with electronic filing for the court’s Limited and Unlimited Civil cases in December of 2018. |

| Information Requested | Response |
|--|--|
| | Up to 60,000 active lawyers in the greater Los Angeles region access the system. |
| Project Start Date | Limited and Unlimited Civil eFiling project began June, 2016. |
| Project End Date (Planned, Actual) | Ongoing |
| Implementation Challenges and How Offeror Addressed these Challenges | Integration points between EFM and CMS. Solutions revolved around extending the ECF/NIEM standard to allow appropriate automation and data exchange between EFM and CMS. A sample of the proposed team can be seen in Section 1.3. |
| Offeror's Project Manager | Anthony Rochon |
| Offeror's proposed eFileTexas 2.0 Key Implementation Team Members and their Roles on this Project, including subcontractors / partners | Final implementation team members and partners to be determined after evaluating integration effort requirements of EFM to CMS data exchange with the State. |
| Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully | No sub-contractor or partner for this project. |

1.1.5 Recent Contracts

Identify all contracts for similar solutions and/or services which the Offeror has entered into within the past three (3) years. If client confidentiality is necessary, provide descriptive information to allow OCA to understand the type and size of client served (e.g., identify the number of jurisdiction or users which have or will be served by the new system(s)).

If no recent contracts have been entered into, state "None."

State of California E-Filing Master Services Agreement (MSA). We expect a number of California superior courts to implement Journal Tech's EFM solution including Riverside, Alameda and Ventura.

1.1.6 Contract Terminations

Disclose any contract terminations prior to contract completion for any reason during the past five (5) years. Describe the circumstances, and provide the customer names, addresses, and telephone numbers. If none, state "None."

No terminations or pending litigation related to our eFiling product solution. Here are the terminated contracts related to our case management system – eCourt.

- 2015 with the City of Forth Worth to replace the City's municipal court systems and significantly redesign its processes. The City selected JTI's eCourt system from a large field of competitors because of its high degree of configurability and

outstanding functionality. During the project, City management determined that a number of City processes needed to be reviewed and revised before such an ambitious project could be successfully completed. The City and JTI agreed to terminate the agreement in 2018.

- In late 2016, a lawsuit against Riverside Superior Court alleged certain data contained on the Court's public website should not be made available to the public, we were named a defendant. We were dismissed as a party on the case in September 2018.

1.1.7 Business Disputes and Outstanding Litigation

Disclose any judgments that have occurred within the past five (5) years and any current pending litigation. If the Offeror has partnered with other organizations for this project, any judgments or litigation of the partner organizations must be provided.

If none are known to exist for any organization included in this offer, state "None."

None.

1.1.8 Mergers and Acquisitions

Disclose any announced or planned sale, merger, or acquisition of any participating organization or its products relevant to the scope of eFileTexas 2.0. Disclose any mergers or acquisitions that have occurred during the past eighteen (18) months and describe the impact to the organization or products.

None.

1.1.9 Conflicts of Interest

Identify any potential conflicts of interest with OCA or jurisdictions by any organization proposed to participate in this project.

None.

1.1.10 Financial Solvency and Insurance Information

Offeror shall provide most recent annual financial report or year-end financial statements, and proof of liability insurance and workers compensation coverage.

We have included fiscal 2019 audited financial statements (comparative Balance Sheets and Statements of Comprehensive Income and Statements of Cash Flows for the last three years) filed with the S.E.C.

You can view our most recent S.E.C. filings at <http://www.nasdaq.com/symbol/djco/sec-filings>

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K**

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the fiscal year ended **September 30, 2019**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
**Commission File No. 0-14665
DAILY JOURNAL CORPORATION
(Exact name of registrant as specified in its charter)**

**South Carolina
(State or other jurisdiction of
incorporation or organization)**

**95-4133299
(IRS Employer
Identification No.)**

**915 East First Street
Los Angeles, California
(Address of principal executive offices)**

**90012
(Zip Code)**

Registrant's telephone number, including area code: (213) 229-5300

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---------------------|-------------------|---|
| Common Stock | DJCO | The Nasdaq Stock Market |

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes
No

Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

(Check one):

| | |
|--|--|
| Large accelerated filer <input type="checkbox"/> | Accelerated filer <input type="checkbox"/> |
| Non-accelerated filer <input type="checkbox"/> | Smaller reporting company <input type="checkbox"/> |
| Emerging growth company <input type="checkbox"/> | |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act):

Yes No

As of March 31, 2019, the aggregate market value of Daily Journal Corporation's voting stock held by non-affiliates was approximately \$240,672,000.

As of November 30, 2019 there were outstanding 1,380,746 shares of Common Stock.

**DAILY JOURNAL CORPORATION
CONSOLIDATED BALANCE SHEETS**

| | September 30 <u>2019</u> | September 30 <u>2018</u> |
|--|-----------------------------|-----------------------------|
| ASSETS | | |
| Current assets | | |
| Cash and cash equivalents | \$ 10,630,000 | \$ 9,301,000 |
| Marketable securities at fair value -- common stocks of \$194,581,000 at September 30, 2019 and \$212,296,000 at September 30, 2018 | 194,581,000 | 212,296,000 |
| Accounts receivable, less allowance for doubtful accounts of \$200,000 at September 30, 2019 and September 30, 2018 | 7,036,000 | 4,803,000 |
| Inventories | 40,000 | 46,000 |
| Prepaid expenses and other current assets | 508,000 | 512,000 |
| Income tax receivable | <u>153,000</u> | <u>270,000</u> |
| Total current assets | <u>212,948,000</u> | <u>227,228,000</u> |
| Property, plant and equipment, at cost | | |
| Land, buildings and improvements | 16,499,000 | 16,422,000 |
| Furniture, office equipment and computer software | 2,119,000 | 2,877,000 |
| Machinery and equipment | <u>1,750,000</u> | <u>1,749,000</u> |
| | 20,368,000 | 21,048,000 |
| Less accumulated depreciation | <u>(9,572,000)</u> | <u>(9,828,000)</u> |
| | 10,796,000 | 11,220,000 |
| Intangibles, net | | |
| Goodwill | --- | --- |
| | --- | 13,400,000 |
| Deferred income taxes - Federal | 12,596,000 | 9,269,000 |
| Deferred income taxes - State | <u>1,036,000</u> | <u>2,881,000</u> |
| | <u>\$237,376,000</u> | <u>\$263,998,000</u> |
| LIABILITIES AND SHAREHOLDERS' EQUITY | | |
| Current liabilities | | |
| Accounts payable | \$ 4,520,000 | \$ 2,820,000 |
| Accrued liabilities | 5,173,000 | 4,402,000 |
| Note payable collateralized by real estate | 126,000 | 121,000 |
| Deferred subscriptions | 3,195,000 | 3,174,000 |
| Deferred installation contracts | 1,932,000 | 2,554,000 |
| Deferred maintenance agreements and others | <u>15,722,000</u> | <u>14,186,000</u> |
| Total current liabilities | <u>30,668,000</u> | <u>27,257,000</u> |
| Long term liabilities | | |
| Investment margin account borrowings | 29,493,000 | 29,493,000 |
| Note payable collateralized by real estate | 1,709,000 | 1,835,000 |
| Deferred maintenance agreements | 335,000 | 176,000 |
| Accrued liabilities | 230,000 | 170,000 |
| Deferred income taxes | <u>37,241,000</u> | <u>42,151,000</u> |
| Total long term liabilities | <u>69,008,000</u> | <u>73,825,000</u> |
| Commitments and contingencies (Notes 4 and 5) | | |
| | --- | --- |
| Shareholders' equity | | |
| Preferred stock, \$.01 par value, 5,000,000 shares authorized and no shares issued | --- | --- |
| Common stock, \$.01 par value, 5,000,000 shares authorized; 1,805,053 shares issued, including 424,307 treasury shares, at September 30, 2019 and September 30, 2018 | 14,000 | 14,000 |
| Additional paid-in capital | 1,755,000 | 1,755,000 |
| Retained earnings | 135,931,000 | 45,361,000 |
| Accumulated other comprehensive income | --- | <u>115,786,000</u> |
| Total shareholders' equity | <u>137,700,000</u> | <u>162,916,000</u> |
| | <u>\$237,376,000</u> | <u>\$263,998,000</u> |

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

| | <u>2019</u> | <u>2018</u> | <u>2017</u> |
|---|-----------------------|---------------------|----------------------|
| Revenues | | | |
| Advertising, net | \$ 9,132,000 | \$ 9,112,000 | \$ 9,104,000 |
| Circulation | 5,249,000 | 5,401,000 | 5,654,000 |
| Advertising service fees and other | 2,712,000 | 2,659,000 | 2,812,000 |
| Licensing and maintenance fees | 20,179,000 | 17,225,000 | 16,037,000 |
| Consulting fees | 5,539,000 | 2,832,000 | 4,476,000 |
| Other public service fees | <u>5,844,000</u> | <u>3,474,000</u> | <u>3,301,000</u> |
| | <u>48,655,000</u> | <u>40,703,000</u> | <u>41,384,000</u> |
| Costs and expenses | | | |
| Salaries and employee benefits | 35,014,000 | 33,832,000 | 31,749,000 |
| Outside services | 3,874,000 | 4,287,000 | 4,552,000 |
| Postage and delivery expenses | 838,000 | 857,000 | 1,112,000 |
| Newsprint and printing expenses | 727,000 | 780,000 | 877,000 |
| Depreciation and amortization | 589,000 | 3,678,000 | 5,586,000 |
| Goodwill impairment | 13,400,000 | --- | --- |
| Equipment maintenance and software | 1,516,000 | 1,458,000 | 1,071,000 |
| Credit card merchant discount fees | 1,409,000 | 1,027,000 | 945,000 |
| Rent expenses | 1,017,000 | 996,000 | 742,000 |
| Accounting and legal fees | 1,605,000 | 1,302,000 | 1,432,000 |
| Other general and administrative expenses | <u>6,890,000</u> | <u>6,546,000</u> | <u>6,485,000</u> |
| | <u>66,879,000</u> | <u>54,763,000</u> | <u>54,551,000</u> |
| Loss from operations | (18,224,000) | (14,060,000) | (13,167,000) |
| Other income (expenses) | | | |
| Dividends and interest income | 5,380,000 | 4,808,000 | 4,844,000 |
| Other income | 38,000 | 37,000 | 34,000 |
| Net unrealized (losses) gains on investments | (17,715,000) | --- | --- |
| Interest expense on note payable collateralized by real estate and others | (93,000) | (95,000) | (100,000) |
| Interest expense on margin loans | (862,000) | (651,000) | (422,000) |
| Interest and penalty expense reversal for uncertain and unrecognized tax benefits | --- | --- | 743,000 |
| Capital gains on sales of marketable securities and others | --- | 3,182,000 | --- |
| Other-than-temporary impairment losses on investments | <u>---</u> | <u>(4,560,000)</u> | <u>---</u> |
| Loss before taxes | (31,476,000) | (11,339,000) | (8,068,000) |
| Benefit from income taxes | <u>6,260,000</u> | <u>19,540,000</u> | <u>7,150,000</u> |
| Net (loss) income | <u>\$(25,216,000)</u> | <u>\$ 8,201,000</u> | <u>\$ (918,000)</u> |
| Weighted average number of common shares outstanding – basic and diluted | <u>1,380,746</u> | <u>1,380,746</u> | <u>1,380,746</u> |
| Basic and diluted net (loss) income per share | <u>\$ (18.26)</u> | <u>\$ 5.94</u> | <u>\$ (0.66)</u> |
| Comprehensive (loss) income | | | |
| Net (loss) income | \$(25,216,000) | \$ 8,201,000 | \$ (918,000) |
| Net change in unrealized appreciation of investments (net of taxes of \$0 for fiscal 2019, net of tax benefits of \$1,258,000 for fiscal 2018 and net of taxes of \$22,300,000 for fiscal 2017) | --- | (5,823,000) | 35,316,000 |
| Reclassification adjustment of other-than-temporary impairment losses recognized in net income (net of taxes of \$0, \$1,210,000 and \$0 for fiscal 2019, 2018 and 2017, respectively) | <u>---</u> | <u>3,350,000</u> | <u>---</u> |
| | <u>\$(25,216,000)</u> | <u>\$ 5,728,000</u> | <u>\$ 34,398,000</u> |

See accompanying Notes to Consolidated Financial Statements

DAILY JOURNAL CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

| | <u>2019</u> | <u>2018</u> | <u>2017</u> |
|---|---------------------|----------------------|---------------------|
| Cash flows from operating activities | | | |
| Net (loss) income | \$(25,216,000) | \$ 8,201,000 | \$ (918,000) |
| Adjustments to reconcile net (loss) income to net cash provided by (used in) operating activities | | | |
| Depreciation and amortization | 589,000 | 3,678,000 | 5,586,000 |
| Goodwill impairment | 13,400,000 | --- | --- |
| Gains on sales of marketable securities | --- | (3,182,000) | --- |
| Deferred income taxes | (6,392,000) | (19,241,000) | (4,574,000) |
| Discount earned on bonds | --- | --- | (3,000) |
| Other-than-temporary impairment losses on investments | --- | 4,560,000 | --- |
| Unrealized losses on investment | 17,715,000 | --- | --- |
| Changes in assets and liabilities | | | |
| (Increase) decrease in current assets | | | |
| Accounts receivable, net | (2,233,000) | 555,000 | (651,000) |
| Inventories | 6,000 | (6,000) | 1,000 |
| Prepaid expenses and other assets | 4,000 | 286,000 | 2,000 |
| Income tax receivable | 117,000 | 639,000 | (19,000) |
| Increase (decrease) in liabilities | | | |
| Accounts payable | 1,700,000 | (229,000) | 405,000 |
| Accrued liabilities | 831,000 | 1,325,000 | (143,000) |
| Income taxes | --- | --- | (2,723,000) |
| Deferred subscription | 21,000 | (110,000) | (118,000) |
| Deferred installation contracts | 1,695,000 | (2,518,000) | (2,268,000) |
| Deferred maintenance agreements and others | (622,000) | 4,161,000 | 2,772,000 |
| Net cash provided by (used in) operating activities | <u>1,615,000</u> | <u>(1,881,000)</u> | <u>(2,651,000)</u> |
| Cash flows from investing activities | | | |
| Sales of marketable securities | --- | 8,125,000 | --- |
| Purchases of marketable securities | --- | --- | (5,013,000) |
| Purchases of property, plant and equipment | (165,000) | (212,000) | (253,000) |
| Net cash (used in) provided by investing activities | <u>(165,000)</u> | <u>7,913,000</u> | <u>(5,266,000)</u> |
| Cash flows from financing activities | | | |
| Payment of loan principal | (121,000) | (115,000) | (110,000) |
| Net cash used in financing activities | <u>(121,000)</u> | <u>(115,000)</u> | <u>(110,000)</u> |
| Increase (decrease) in cash and cash equivalents | 1,329,000 | 5,917,000 | (8,027,000) |
| Cash and cash equivalents | | | |
| Beginning of year | <u>9,301,000</u> | <u>3,384,000</u> | <u>11,411,000</u> |
| End of year | <u>10,630,000</u> | <u>\$ 9,301,000</u> | <u>\$ 3,384,000</u> |
| Interest paid during year | <u>\$ 963,000</u> | <u>\$ 736,000</u> | <u>\$ 516,000</u> |
| Income taxes refunded during year | <u>\$ (121,000)</u> | <u>\$(1,077,000)</u> | <u>\$ (3,000)</u> |

See accompanying Notes to Consolidated Financial Statements

1.2 Implementation Services Personnel

Offeror must demonstrate that it can provide the project team necessary to transition from eFileTexas to eFileTexas 2.0. To demonstrate the strength of your project team, provide the following information:

- an organization chart of the proposed project team;
- a project staffing roster with roles/responsibilities for each proposed key project team member;
- résumés for each listed project team member, including subcontractors, and a description of the specific roles and responsibilities that will be assigned to each subcontractor;
- description of your organization's experience working with personnel from any partner or subcontractor included on the project team; and
- description of how your organization will handle the replacement of key project staff if such a replacement is needed, and your ability to quickly bring in additional resources if required.

Please note that OCA reserves the right to interview and approve or deny any proposed project team members or subcontractors.

Using the tables below as templates, Offeror must provide an overview of the experience of proposed Key Implementation Services Team Members and résumés.

The implementation team will initially consist of three core individuals (*see Table 19*). Additional implementation team members and partners will be added after the requirements phase and analysis is complete.

1.2.1 Key Implementation Services Team Members

Key Implementation Services Team Members include the Project Manager, Project Executive / Director, Technical Lead, and Implementation Lead. Offeror may insert additional rows to identify other roles that the Offeror considers to be a Key Implementation Services Team Member.

Table 4: Key Implementation Services Team Members

| Information Requested | Name of Individual and Roles / Responsibilities |
|--------------------------------|---|
| Project Manager | Danny Hemnani |
| Project Executive / Director | Danny Hemnani |
| Technical Lead | Brian Schmidt |
| Implementation Lead | Brian Schmidt |
| Other Key Project Lead Role(s) | Curtis Curtis |

1.2.2 Key Implementation Services Team Member Experience Overview

Offerors must provide an overview of the experience of each Key Implementation Services Team Member identified above (repeat the table below for each key team member). Identify any certifications that may be relevant to the delivery of the services requested in this RFO. If no relevant certifications are held, state "None" as part of the offer.

Table 5: Key Implementation Services Team Member Experience

| Information Requested | Response |
|---|--|
| Team Member Name: | Danny Hemnani |
| Team Member Role: | Project Manager / Director |
| Team Member Years of Experience in Role: | 10 |
| Summary Qualifications and Experience of Team Member: | Lead architect and implementation lead for Los Angeles Superior Court eFiling project. |
| Team Member Professional Certification(s): | n/a |

| Information Requested | Response |
|---|--|
| Team Member Name: | Brian Schmidt |
| Team Member Role: | Technical Lead / Implementation Lead |
| Team Member Years of Experience in Role: | 8 |
| Summary Qualifications and Experience of Team Member: | Current project lead for Los Angeles Superior Court eFiling project. |
| Team Member Professional Certification(s): | n/a |

| Information Requested | Response |
|---|--|
| Team Member Name: | Curtis Curtis |
| Team Member Role: | Support Lead |
| Team Member Years of Experience in Role: | 9 |
| Summary Qualifications and Experience of Team Member: | Current head of support for Journal Technologies |
| Team Member Professional Certification(s): | n/a |

1.2.3 Key Implementation Services Team Member Résumés

Offerors must provide résumés for Key Implementation Services Team Members identified in the table in the preceding section. Structure of the résumés is left to the discretion of the Offeror but should not exceed three (3) pages per résumé.

Information provided in each résumé should clearly identify the following:

- name of the team member;
- team member's experience in years, by employer, in roles related to the services being requested as part of this RFO;
- team member's responsibilities on each project or with each employer;
- details of accomplishments achieved on each project and/or with each employer;
- education; and
- professional certifications, memberships, and affiliations.

Employment History

Journal Technologies, Inc

Programmer (2009 – Present)

Software Design, Implementation, Configuration, and Maintenance of a Case Management System (CMS).

Responsible for implementing a configurable Workflow System, Financial System and Calendaring System. Also worked on the web services to implement a gateway between CMS and 3rd party applications. Working with clients to understand their workflow, financial and scheduling requirements and including them in the overall design of the system and configuring their workflows and business rules in the CMS.

Guidance Solutions

Architect/Technical Lead (2007 – 2009)

As an Architect/Technical Lead designed and developed solutions for Footlocker, Drumchannel and Lilaguide (Wedding Channel). Worked with Clients, Project Managers and developers to deliver solutions. Designed system Architecture employing design patterns and best practices. Developed integration modules and WCF REST Web Services. Responsible for reviewing project proposals to determine time frame, staffing and allotment of available resources to various phases of projects. Project Management and Execution with overseas development team.

Fox Interactive Media

Senior Developer/Technical Lead (2006 – 2007)

Fox Interactive Media (FIM) oversees the Internet business operations of media giant News Corporation, including MySpace.com, fox.com, foxnews.com, and foxsports.com. As a Senior Developer and Technical lead, developed Business Intelligence Dashboards in ASP.NET, aggregate, assemble and present data in interactive charts to business decision makers, to help them make effective decisions in a timely manner. Responsible for data aggregation and creation of Data Marts for management reporting and business performance measuring using SQL Server 2005 Analysis Services, Reporting Services and Integration Services. Designed and maintained

cubes in SQL Server Analysis Services. Built reports using SQL Server Reporting Services pulling data either from cubes or tables.

Netinfo Inc.

Senior Developer (1999 – 2006)

As a senior developer worked for Daily Journal Corporation to design, develop and maintain AdTech – Advertisement Management and Publishing System. Automated various manual business processes. Developed services for ad formatting, paginating, scheduling, scanning, and order expediting. Developed Web Services Gateway in ASP.NET to process Credit Card Transactions, format ads and generate documents. Responsible for batch processing jobs for the Company to generate and send Invoices and related documents.

Education and Training

| | | |
|------------|-------------------------------|---|
| 1.2 | Technical Competencies | <p>Frameworks and Technologies: J2EE, .NET Framework 3.0, 1.1, WCF, ADO.NET, MSMQ, MFC, ATL, COM, DCOM, Win32 API and JDK.</p> <p>Databases: Microsoft SQL 7.0/2000/2005, SQL Server 2005 Analysis Services, MySQL, MS Access and FoxPro.</p> <p>Reporting: SQL Server 2005 Reporting Services, Jasper iReport, Crystal Reports.</p> <p>Web Technologies: JSP, ASP.NET, AJAX, XML REST/SOAP Web Services, XML, XSLT, WSDL, SOAP, PHP, Drupal, Cold Fusion, HTML, CSS, JavaScript, IIS, Apache and Tomcat.</p> <p>Programming Languages: Java, C#, VB.NET, Visual C++, Visual Basic, VBA, T-SQL, MDX, C,</p> |
| 1.3 | Education | <p>Design Tools: Erwin, MS Visio</p> <p>B.S. Business and Management and Computer Science, India</p> <p>CERTIFICATE System Analysis and Design, India</p> |

Employment History

Accomplished Software Engineer specializing in object-oriented design and analysis. Extensive experience in the full life cycle of the software design process, including requirements definition, prototyping, proof of concept, design, interface implementation, testing, and maintenance. Excellent communicator with strong organizational skills and ability to work well with others.

**Journal Technologies
Present****2003-****Product Lead**

- Responsible for design and implementation eCourt, an enterprise case management system for judicial agencies.
- Worked on all facets of product design and implementation including web services, accounting, business rule engine, user interface design and documentation.
- Worked with clients to understand their internal processes and translated these requirements into development tasks.

Conill Advertising- El Segundo, CA**2013****Analytics Consultant**

- Contract data analytics consultant for Conill, a division of Saatchi & Saatchi. Responsible for implementing comprehensive web analytics back-end structure which consolidated client data across from different channels into a series of dashboards used by executives.
- Worked with Conill's data scientist to build series of analytics dashboards in Tableau server. Participated in strategic planning meetings for campaigns involving internationally recognized brands Totyoa, Proctor & Gamble and T-Mobile.

Gigya-Mountain View, CA**2013****Developer Evangelist**

- Served as developer evangelist for Gigya's Customer Identity Management Platform which enables businesses to leverage social media data across platforms such as Facebook, Twitter and Google+
- Spoke at industry functions promoting the platform such as PayPal X at the Moscone Center in San Francisco.

Education and Training

UNIVERSITY OF CALIFORNIA, LOS ANGELES

Bachelor of Arts in English / Pre-Med, 1995

Employment History**Journal Technologies, Logan, Ut****February 2010-Present***Customer Support Manager**July 2011-Present*

The customer support manager maintains Journal Technologies' vision of service and oversees its growing customer base, and will also help define and establish tools and processes needed to scale the functions of this team. This position is a customer service oriented position and consists of handling the day-to-day details of maintaining accounts with customers. Also requires learning company policies and procedures with respect to technical support.

Curtis's daily work includes:

- Leading and creating a culture of Customer success and loyalty by maintaining a high level of Customer Satisfaction across the team
- Selecting, training, and coaching a team of Application Support Specialists
- Setting the example for handling customer escalations of problems regarding our software and creatively working to solve problems
- Proactively enhancing the customer's experience with our software by identifying effective implementation and training systemic causes of their issues
- Continuously improving our internal systems and processes, enabling us to provide a positive and differentiated customer experience

Significant projects at Journal Technologies:

- Created a Support Web utility for customer Administrators to submit, update, and track their support issues.
- Creating a new support team for our eCourt product.

*Quality Assurance**February 2010-July 2011*

Tested application software as it was being developed.

Spillman Technologies**1990-2010***Support Technician Technical Support Manager*

Similar to Curtis' work at Journal Technologies, he managed a support team at Spillman that consisted of support technicians, escalated support, and the upgrade team. He was also a member of the support team. His daily activities consisted of taking calls from customers and assisting them with issues they were having with the Spillman software.

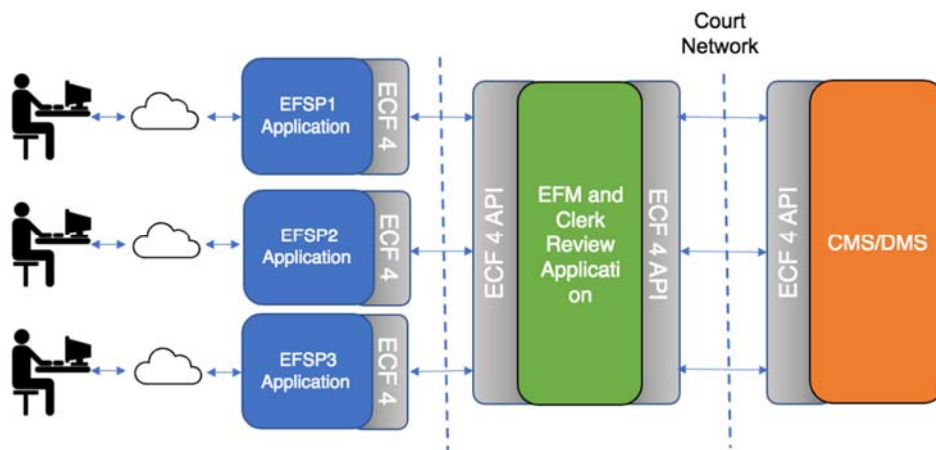
Education and Training

B.S. in Computer Science from Utah State University

1.4 Solution Overview

Offerors must provide an overview of the offered Solution and any differentiators that would be useful to OCA to understand during the evaluation of your offer. Response to this section is limited to five (5) pages (excluding responses to requirements in Attachment C: Requirement Response Workbook).

Core Concepts



Journal Technologies offers an ECF 4.0 based electronic filing manager (EFM). Our EFM acts as the Filing Review MDE and allows all types of users (justice partners, organizations, attorneys and self-represented litigants) to securely file cases, documents and other information electronically. An optional Filing Review module can be enabled to give clerks, judges and other personnel the ability to accept or reject filings and automatically route cases to the "next step in the process".

Supported ECF Methods

| | |
|--------------------|---|
| GetPolicy | Returns the machine-readable court policy in a synchronous response. |
| GetCaseList | Returns a list of cases matching several criteria including case number, case participant, or the filed date over a specific time range. The Court Record MDE responds synchronously with a list of matching cases. |
| GetCase | Returns information about the case including case participants, docket and calendar events. |
| GetFeesCalculation | Returns the fees associated with a filing. The Filing Review MDE responds synchronously with the fee calculation and, optionally, a list of the included charges. |
| GetRecordingStatus | EFSPs invoke this method with the filing Identifier or date range to return the Filing Status and Recording status of their filings. |

| | |
|--------------------|---|
| GetNFRC | EFSPs can retrieve the last NFRC message sent by the EFM for a particular filing. |
| GetServiceInfo | EFSPs invoke this method with the appropriate case number to obtain the Court's service information for all parties in an existing case. The Court Record MDE will respond synchronously with the service list. |
| ReviewFilingFiling | Submit a complete filing. The Filing Review MDE responds synchronously with a receipt message that includes the filing identifier issued by the court. |
| NFRC | The EFM will send an NFRC message to the EFSP as a callback message to indicate whether the filing was rejected or accepted and docketed by the clerk and court record system. |

Differentiators

The Journal Technologies EFM is built from the ground up to be extremely configurable allowing Courts to implement their precise requirements in the EFM. For example, our EFM currently processes approximately 6K daily civil filings for Los Angeles Superior Court. What allows our EFM to process nearly all of the Court's use cases are essentially four integrated technologies that work together:

- Document metadata
- Java-based template engine (Apache Velocity)
- Business rule engine
- Workflow engine

Metadata for every document in the system (whether filed by EFSPs or generated by the Court) is configured through EFM configuration screens and published to EFSPs through the *DocumentIdentification* endpoint of Court Policy. This document metadata layer defines the required data elements for a particular filing. Document metadata includes:

- Data types (simple such as currency, dates, strings to complex objects such as judgments, attorneys, etc)
- What filters should be applied to the data being displayed
- Whether data is new data or should be pulled from existing case data
- Whether a metadata item can be repeated
- Etc.

The information associated with metadata is typically entered by the end user so it's the responsibility of the EFSP is to interpret the metadata defined for a document, render the appropriate form to the end user based on the metadata item and include this user supplied metadata information in the filing.

Once submitted, the combination of velocity scripts, business rules and workflow engines allow nearly any use case or scenario to be customized. This could include

anything from simple case initiations to complex routing scenarios involving cross-complaints, judicial reviews, proposed orders, unlawful detainers, automated signatures/stamping and so on.

An example of this specialization (and why it's important) is when an electronic filing is rejected. Simply listing the reasons for a rejected filing and writing lots of text often leaves the filer confused on how to proceed. Customizations allow the court to provide users (i) a customized explanation from the clerk about why the filing was rejected along with (ii) highlighting the fields that are not filled out correctly. Filers can immediately fix the error, re-print any pleadings, and immediately re-file again. Such customizations allow the Court system to appropriately provide the best information needed to file electronically without crossing the line of giving legal advice.

Law Firms

Law firms are able to submit filings directly to the court using JTI eFiling services. The eFiling Service Provider (EFSP) portal included with the eFiling services provides the capability for firms to submit new cases or file documents on existing cases. Fees are calculated and presented to the filer as an estimate of the fees subject to court review of the documents. No funds are obtained from the filer until it is accepted by the court. In addition, the system maintains a filing history of all documents submitted, the current status of each submission, copies of the conformed documents and any supplemental documents the court transmitted upon acceptance of the filing.

Attorney Service Firms

Attorney service firms provide services to law firms such as couriers, personal service of documents, monthly billing and the advancement of fees. Our EFSP portal solution that is included in our eFiling services provides the capability for Attorney Service Firms to submit filings electronically on behalf of their clients. In addition, the Attorney Service Firm can also provide an eFiling system to their clients for purposes of submitting documents directly without intervention by the Attorney Service Firm.

Self-represented litigants

Self-represented present a different usability challenge compared to law firms and attorney service firms. They need much more assistance and guidance to step them through the legal requirements of a filing. For this reason, our eFiling solution provides multi-lingual help text, video links, step-by-step filing instructions and labels for each data entry field. A data entry wizard guides users throughout the filing forms.

Software as a Service (SaaS)

Our cloud-based eFiling solution is hosted through Amazon Web Services (AWS). AWS is a world-class provider of cloud-based services that allows our eFiling solution to scale on-demand as needed to meet your requirements. AWS is a fully FedRAMP compliant cloud service provider ensuring data is always secure, available, backed-up and can be audited as required by federal guidelines. Additionally:

- We constantly monitor server performance (high cpu, memory), availability (disk space, i/o), etc. Our DevOps team is automatically notified if a property surpasses (or drops below) a threshold.
- We use an enterprise application performance monitor (APM) for both monitoring and triaging issues after receiving any issue notifications.

- Database performance analyzers are used for identifying bottlenecks, checking for poor performing SQL statements, logging historical data, etc. We run automated jobs including DBCC integrity checks, daily tablespace/diskspace, real-time blocking query, user connections, etc.
- Our EFM is protected by an enterprise web application firewall (WAF) to block common security threats such as attacks (XSS, SQL injections, command execution) and anomalies (double encoding, forceful browsing and traffic from flagged IPs or data centers).

1.4.1 Implementation Overview

The Offeror shall demonstrate a clear and concise understanding of the project and clarify any major risks or concerns. This section shall include a narrative overview of how the proposed Solution will be implemented to optimally meet and/or exceed the OCA’s requirements.

The Contractor’s proposed deployment approach and schedule shall generally align with the approach in Figure 6 below, which reflects the phases and deliverables outlined in this SOW.

Figure 1: eFileTexas 2.0 Major Deliverables (e.g., Phases)



The following items provide an overview of the project plan detail.

Project Initiation and Kick-off

Many of the benefits of e-Filing relate to improving internal filing processes within the Court. Our goal is to enhance processing within the individual Court being implemented while ensuring the product conforms to the State-wide standards. During the kick-off, we will discuss the Gap Analysis process and the Agile development approach. The process for how JTI’s Project Manager will work with the Court’s Project Manager to revise and update the project schedule as the project progresses will be addressed with

key Court stakeholders, decision-makers and project participants to ensure that there is a common understanding of objectives, priorities, schedule, and resource commitments.

Kickoff Presentation and Meeting

JTI will prepare the kickoff presentation, review it with the Court's Project Manager and revise it as needed. JTI's Project Manager and appropriate key project team members will be present for the kick-off meeting. We anticipate that the kick-off meeting will be approximately sixty to ninety minutes in length depending on the number of participants and the number of questions raised during the meeting.

Review Project Plan

The project plan is a comprehensive document developed using Microsoft Project that identifies individual tasks, the personnel resources assigned to each, dependencies between the tasks, deliverables, scheduled start and end-dates, and duration. The plan will identify those tasks that are the responsibility of the Court and any other participating organizations as well as those that are the responsibility of the JTI team. The Project Plan will identify the tasks, resources and dependencies related to the development within this project.

Track and Report Project Status

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 Resolution

The EFM will conform to the California ECF Standards at this point. This review will determine if there are any issues that are not covered by the California ECF Standard that will require further EFM development. While no Gaps are anticipated, representatives from the Court and other participating organizations (if any) will work collaboratively to complete this effort. These differences will be documented for resolution in Jira GAP Resolution board.

Use cases for each requirement (if any) will be created for use in development as well as final testing. These Gaps will then be resolved in multiple two-week sprints.

It will be necessary at this point to ensure 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 a whole and sometimes vary further by courtroom.

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.

Configuration

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.

Testing

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 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 Orders. 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 Orders could result in the extension of the project timeline.

Training

Conduct Training ("Train the Trainer")

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. This task will be 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.

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:

- Preparation of the Court's CMS environment, if used, to support production.
- The e-Filing solution being accepted and designated ready for use by JTI and the Court.

If each of these items 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

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.

1.4.2 Products/Components Overview

Provide a high-level overview of all in-scope products and components to be provided that enable the proposed Solution/approach as described in this RFO. Summarize the overall end-to-end functionality of the offered Solution to meet the requirements as defined in Attachment C: Requirements Response Workbook.

Additionally, identify any unique aspects of your Solution components and overall functionality that differentiate it from other market offerings.

See Section 1.4 - Solution Overview

1.4.3 System Architecture and Technology

Describe the overall system architecture and topology for the offered Solution. This must include information about the underlying platform and software on which the core components are built and supported, and how it will support security considerations, including how security will be maintained across the many local jurisdictions across the State of Texas.

Describe the proposed hosting environment, including experience hosting other customers in that environment.

Describe the benefits of this architecture for OCA and jurisdictions, as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach.

Provide diagrams as needed to illustrate the Solution's proposed architecture. At a minimum, provide functional and technical view diagrams of the Solution's proposed architecture.

See Section 1.4 - Solution Overview

1.4.4 Requirements Response Workbook

Offeror shall complete and submit the Requirements Response Workbook according to the instructions provided in Attachment C: Requirements Response Workbook. The workbook provides OCA's detailed functional and technical specifications for eFileTexas 2.0. Offerors shall code each requirement according to the instructions provided in the workbook.

The Requirements Response Workbook is in MS Excel format, and organized into the following tabs:

Table 6: Requirements Response Workbook Structure

| Tab # | Requirements Response Workbook Tab Title |
|-------|--|
| 1 | Instructions |
| 2 | Requirements |

See attached.

5.4.5 Offeror Response to Statement of Work

There are two areas for Offeror Responses

1. SOW Text

- Acceptance of the provided SOW Text (check the respective checkbox), or
- Any proposed changes to the specified text (check the respective checkbox)

Note: OCA prefers conformance with the provided SOW Text. Proposed changes by Offeror will impact evaluation scoring of the subject offer.

2. Additional Offeror Responses

To assist in the evaluation of the offer, this section allows Offeror to elaborate on the proposed approach the Offeror will follow. Offeror shall insert additional lines as required when responding to specific instructions in this section. In addition, Offeror shall provide deliverable samples from previous projects as outlined in the following sections as appropriate.

- Note: This material may be used as additional input to the SOW included in the final contract.

Accepted responses for Section 5.3.1 (Key Implementation Services Members), Section 5.5 (Implementation Services), and Section 5.6 (Production Services) shall be included in Exhibit 2 (Statement of Work) of the MSA.

5.5 Implementation Services

5.5.1 Project Initiation

5.5.1.1 SOW Text

OCA expects that the Contractor will work with necessary parties to implement an expedient, seamless and minimally disruptive transition of services from the incumbent eFileTexas vendor to the Contractor's environment in advance of the current eFileTexas contract expiration. The Contractor will be responsible for transition planning activities for eFileTexas 2.0.

Table 1: Project Initiation Deliverable Expectations

| High Level Activities |
|--|
| <p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none">1. Project Preparation – Conduct planning meetings with OCA and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for the project.2. Conduct Project Kickoff – Conduct a project kickoff meeting with key stakeholders within thirty (30) days of contract execution. The kickoff meeting will provide an overview of the project objectives, plans, project scope and schedule, introduce the Contractor's project team and roles and responsibilities, and outline project start-up procedures. |

High Level Activities

3. **Perform Ongoing Project Management Responsibilities** – To be defined in the Project Management Plan, includes providing weekly project plan and schedule updates, weekly status reporting, weekly status meetings, risk and issue monitoring, and integrated change management activities. In addition to weekly status meetings, the Contractor’s Project Manager shall participate in Project Steering Committee meetings and JCIT quarterly meetings as required.
4. **Develop Deliverable Expectation Documents (DEDs)** - Define the approach and criteria for satisfactory completion and approval of all deliverables defined in the contract.

| Associated Artifacts | Major Components |
|---------------------------------------|---|
| <p>Project Management Plan</p> | <p>Contractor shall create and maintain a Project Management Plan that describes the overall project management approach and schedule throughout the lifecycle of the eFileTexas 2.0 project. The Project Management Plan will define the following (at a minimum):</p> <ol style="list-style-type: none"> 1) Project Kickoff Materials – Contractor shall provide project kickoff materials and facilitate a project kickoff meeting to share key project information for stakeholders to have a thorough understanding of the project, a clear sense of key dates and deliverables, and an appreciation for the project’s goals to achieve expected business outcomes. 2) Risk and Issue Management Plans & Logs – Contractor shall create and maintain a Risk and Issue Management Plan, Escalation Plan, and Risk and Issue Register (which must comply with the requirements of the Texas Project Delivery Framework). 3) Integrated Change Management Plan – The Plan will outline the process for identifying, evaluating, authorizing and implementing proposed changes in requirements, schedule, and budget, as well as Solution design and acceptance criteria. <ol style="list-style-type: none"> a) For change management, a change is defined as any modification within the scope of the RFO that is reasonably related to the SOW content including any content in all SOW appendices, such as the Requirements Traceability Matrix (RTM). If a potential change is identified by a member of the project team, including the Contractor or OCA (or other internal/external stakeholder), then the change management process outlined below shall be used to initiate a formal Change Request. Similarly, whenever significant deviations are anticipated or reported against implementation processes, schedule or cost, a Change Request is required to re-baseline the project. b) Change Requests can be initiated at any stakeholder level and may or may not require a formal contract change depending upon its scope. Either OCA or Contractor may initiate a Change Request for a desired process change, additional funding, and/or a longer timeline as conditions may change on the project over time. |

High Level Activities

- c) During the project, all potential Change Requests must be brought to the Steering Committee (SC) that is composed of key stakeholders from the Texas Judiciary and OCA executive staff and facilitated by the OCA Project Manager. The SC serves as the “Change Control Board” for this project. The Change Request must contain at a minimum, the description of the change, the schedule to implement the change, and a fixed price based on the number of hours required.
- d) The SC is responsible for making decisions on approval/rejection and subsequent prioritization and timing of all Change Requests.
- e) When the SC reviews Change Requests, the SC may approve the Change Request, consider alternatives, direct the project team to do more research, reject the Change Request and continue the project, or reject the Change Request and request a different change. The SC considers whether the Change Request undermines or supports the project benefits or the project alignment with OCA’s major goals, strategy, budget, and/or direction.

4) Project Deployment Plan (e.g., transition planning to finalize phased rollout details) –

- a) Contractor shall conduct transition planning workshops with OCA during project initiation and planning activities in order to finalize the approach for deploying the Solution into production, including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives. Key deployment planning activities required by the Contractor include (at a minimum):
 - i) Conduct a review of the current environment.
 - ii) Contractor shall perform analysis of phasing alternatives with OCA, EFSP’s, Courts, and CMS vendors.
 - iii) Identify high risk transition areas and impact, develop mitigation strategies, and identify recommended mitigation actions and report results to OCA related to the phasing decisions.
 - iv) Any ongoing risks, based on finalization of phasing approach, must be tracked in the Risk Log.
 - v) Any decisions that impact the schedule must be documented in the project schedule.
 - vi) Any cutover consideration(s) must be documented in the final Cutover Plan.
- b) Using the information gathered through the transition planning workshops, the Contractor will develop the Project Deployment Plan.

High Level Activities

- i) Contractor will develop, update, maintain, and revise as necessary a detailed Project Deployment Plan for the selected phasing alternative that includes the approach, activities, milestones, schedule and schedule dependencies, risk identification and mitigation strategies, and pre-cutover readiness assessment activities.
- c) Once OCA has approved the Project Deployment Plan, the Contractor shall finalize the project schedule that outlines the key project phases, tasks, activities, dependencies, budgeted hours, assigned resources, and deliverables for deployment of the statewide eFiling system. The schedule shall clearly define estimated resource hours associated with each task. (See Step 5 below).
- d) Contractor shall also provide a finalized project organization chart.

5) Baseline Project Schedule – Contractor shall create and maintain a work plan and schedule, including Gantt chart(s) and a project calendar in Microsoft Project that is developed and maintained in accordance with industry best practices. The work plan will reflect any changes from the baseline plan originally agreed to during the project initiation and be updated/published on a weekly basis. The project schedule will include the following components (at a minimum):

- a) A consolidated view of the activities, activity descriptions, and activity durations assigned to stakeholders and Contractor.
- b) Resources (OCA, Other Stakeholders, Contractor, and third-party vendors) assigned to each activity and their required level of effort.
- c) A list of all required project deliverables tied to the appropriate project milestones.
- d) Identification of all key Project Milestones.
- e) Deliverable approval periods compliant with OCA's DED process as described in the following section Deliverable Expectation Documents.
- f) A critical path analysis and reporting process.

6) Configuration Management Plan – Contractor shall create a Configuration Management Plan that describes the following (at a minimum):

- a) Approach for managing programming changes, third-party software, and configuration settings made in the system, including testing, final approval of deployment, and deployment.
- b) Documentation of the system configuration, including references to system tables where appropriate.

High Level Activities

- c) History of configuration changes, including references to system-provided change logs if available.
- d) Detailed specifications for all system changes/customizations.
- e) Contractor shall create a Configuration Items Log that captures configuration items in a register, including identified baselines under control that complies with the requirements of the Texas Project Delivery Framework.

7) Stakeholder Outreach and Communication Plan –
 Contractor shall describe its approach for outreach to eFileTexas 2.0 stakeholder groups to ensure a successful transition to the Solution and after cutover is complete. The plan applies specifically to stakeholder groups that are outside of OCA but are impacted by eFileTexas 2.0. The plan must include the following elements (at a minimum):

- a) Summary of Plan: Description of the methodology or approach that the Contractor will use to engage with the identified stakeholder groups.
- b) Communication Channels: Information related to the type of communication channels that the Contractor intends to use.
- c) Tools or measures to assess progress: Information on how the Contractor intends to measure progress and any tools required.
- d) Established timeline: Timeline for outreach activities.
- e) Stakeholder Engagement Table: submit the following table of proposed methods of outreach and involvement for various stakeholders:

Table 2: Stakeholder Outreach Plan Template

| Methods of Engagement | Stakeholder | Purpose | Level of Involvement |
|--|---|---|--|
| <Insert methods of engagement> For example: Recorded webinar | <Identify stakeholder group> For example: Texas Bar Association | <Insert purpose of the engagement> For example: Awareness of new State EFSP protocols | <Estimate duration of involvement > For example: Recorded webinar available one month prior to go live |
| ▪ | ▪ | ▪ | ▪ |
| ▪ | ▪ | ▪ | ▪ |

| High Level Activities | | | | | |
|--|--|---|---|---|---|
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">▪</td> <td style="width: 25%; text-align: center;">▪</td> <td style="width: 25%; text-align: center;">▪</td> <td style="width: 25%; text-align: center;">▪</td> </tr> </table> | ▪ | ▪ | ▪ | ▪ |
| ▪ | ▪ | ▪ | ▪ | | |
| Deliverable Expectation Documents (DEDs) for all Deliverables | <p>The Contractor must develop the project deliverables in a mutually agreed upon format using a Deliverable Expectations Document (DED) that is approved by OCA. No work will be performed on any deliverable associated with a payment milestone until all DEDs have been approved in writing by the OCA Project Manager. As each project Deliverable is submitted, the Contractor must include a copy of the associated DED as the cover sheet.</p> <p>All contract deliverables are given a unique number and tied to the project schedule. The dates for deliverable submissions, review comments, and resubmissions will be tracked. OCA's project SharePoint site will be utilized as the repository of record for deliverables.</p> <p>Deliverables prepared by the Contractor shall be subject to the review and approval of the OCA Project Manager or designee. The Contractor must be prepared to provide walkthroughs of deliverables in order to facilitate the OCA deliverable reviews. OCA will review, approve, or require modification to the Contractor's deliverables. Approval shall be granted if the deliverable conforms to the requirements of the DED. OCA shall notify the Contractor within ten (10) business days of its receipt of a Deliverable, or as otherwise agreed to by OCA and Contractor, of its approval or rejection, with the reason(s) for rejection and what the Contractor must do so that the deliverable will be acceptable. The Contractor shall have five (5) business days, or as otherwise agreed to by OCA, to correct the deliverable and resubmit the deliverable for OCA review.</p> <p>The Contractor must take into account the review process when developing schedules, project plans, and timelines.</p> <p>Specific deliverables and acceptance criteria will be finalized based on Offeror response to the RFO solicitation and any subsequent negotiations.</p> <p>The Contractor shall provide any formal meeting presentation materials no less than five (5) business days ahead of the actual meeting for OCA review.</p> | | | | |
| Deliverable Acceptance Criteria | <ul style="list-style-type: none"> ▪ Project Kickoff Meeting has been held. ▪ All DEDs, the Risk Management Plan, Issue Management Plan, Integrated Change Management Plan, Project Deployment Plan, Project Schedule, Configuration Management, Plan, and the Stakeholder Outreach and | | | | |

| High Level Activities | |
|------------------------------|---|
| | <p>Communication Plan are all complete, correct and comply with the contract requirements.</p> <ul style="list-style-type: none"> ▪ Ongoing Project Management activities are established <p>Note: OCA must formally approve each document before final acceptance of the deliverable.</p> |

Offeror SOW Text Response (select one by entering an 'X' in the appropriate box):

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | (1) Offeror accepts <i>SOW Text</i> for this section as provided. |
| <input checked="" type="checkbox"/> | (2) Offeror requests alternate language for this SOW section (see below). |

Offeror's alternate proposed SOW Text (provide if option 2 selected above):

Project Planning and Initiation

During this phase, the project schedule will be solidified, JTI/Client personnel will be assigned tasks. We will setup necessary instances of the system for purposes of Configuration, Testing and Production etc. default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established. Risk identification and mitigation will be part of the project kickoff, project plan review process and then revised as part of the project management process throughout the project.

Kickoff Presentation and Meeting

JTI will prepare the kickoff presentation, review it with the Client's Project Manager and revise it as needed. JTI's Project Manager and appropriate key project team members will be present for the kick-off meeting. We anticipate that the kick-off meeting will be approximately sixty to ninety minutes in length depending on the number of participants and the number of questions raised during the meeting. Many of the benefits of e-Filing relate to improving internal filing processes within the Court. Our goal is to enhance processing within the Court while ensuring the product conforms to the State-wide standards. During the kick-off, we will discuss the Gap Analysis process and the Agile development approach. The process for how JTI's Project Manager will work with the Client's Project Manager to revise and update the project schedule as the project progresses will be addressed with key Court stakeholders, decision-makers and project participants to ensure that there is a common understanding of objectives, priorities, schedule, and resource commitments.

Project Controls

JTI will review all project initiating and other documents, default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established.

Environments

In this phase, the project teams set up and define the environments that they will use during the project; where they will reside; and when configuration will be placed in each one. Using the Scope of Work as our guide, teams will review the needs of the project, the terms of the agreement, and setup necessary instances of the system for purposes of Configuration, Testing and Production etc.

Review Project Plan

The project plan is a comprehensive document developed using Microsoft Project that identifies individual tasks, the personnel resources assigned to each, dependencies between the tasks, deliverables, scheduled start and end-dates, and duration. The plan will identify those tasks that are the responsibility of the Court and any other participating agencies as well as those that are the responsibility of the JTI team. As a general guideline, tasks will be taken to a level of detail where no low-level task has a duration of more than ten working days. The Project Plan will identify the tasks, resources and dependencies related to the development within this project.

Provide Ongoing Project Management

JTI project management staff, system configuration, and training will be a continual effort throughout the life of the project. We create a monthly status report by default, but our tracking tools allow for real-time tracking of configuration velocity and release schedules. The Client will need to manage their resources schedules and budgets, but the JTI project manager will manage JTI resources and configuration deliverables in accordance with the Scope of Work.

Track and Report Project Status

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 Client'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.

5.5.1.2 Additional Offeror Response:

Offeror shall describe the following:

1. Project Management Approach - The Offeror should describe their approach to overall project management and integration of all activities required by the scope of work. This section should include:
 - a. Project Management Methodology (and compliance with Project Management Institute standards).

We follow DSDM/Agile Project Management Methodologies.
 - b. Communications Management Approach.

Please see our sample communication plan.
 - c. Issue Resolution Methodology.

Please see our sample issue management plan.
 - d. Risk Management Methodology:

Please see our sample risk management plan.

e. Quality Management Methodology:

Please see our sample quality management plan.

f. Change Control Methodology:

Please see our sample issue management plan.

2. Provide a preliminary, high-level schedule for the eFileTexas 2.0 project:

Please see our sample preliminary schedule.

3. Deployment Strategy:

Please see JTI Project Phases and Plan: Deployment document.

4. Configuration Management:

Please see JTI Project Phases and Plan: Configuration Management document.

5.5.2 Analysis and Design

5.5.2.1 SOW Text

The Contractor shall perform eFileTexas 2.0 analysis and design activities to validate the Solution's requirements and confirm the future state conceptual design. Conceptual design documentation shall account for differences across jurisdictions (as necessary).

Table 3: Analysis and Design Deliverable Expectations

| High Level Activities | |
|--|---|
| This deliverable requires completion of the following steps: <ol style="list-style-type: none">1. Validate the Contractor's understanding of the requirements and submit an updated Requirements Traceability Matrix.2. Conduct joint application design sessions with OCA and appropriate stakeholders to define design-level requirements for the future state.3. Create future state Conceptual Design Documentation. | |
| Associated Artifacts | Major Components |
| Updated Requirements Traceability Matrix | Contractor shall review the functional and technical requirements defined in Attachment C: Requirements Response Workbook to validate the Contractor's understanding of the requirements to meet the State's expectations. The output of this review will be an updated traceability matrix of the requirements that includes any design considerations, gaps, issues, or risks that need to be addressed throughout the project. |

| High Level Activities | |
|--|--|
| Conceptual Design Documentation | <p>Contractor shall create conceptual future state design documentation for application, data/content, and integration architectures, and all activities required to achieve the overall application architecture associated with eFileTexas 2.0. Conceptual design documentation shall include, but not be limited to, the following content:</p> <ul style="list-style-type: none"> a) description of implementation methodology (e.g., agile, waterfall, etc.); b) description of user interface(s); c) detail specifications for business rules, external system interfaces, validations, screen layouts and user interfaces; d) Solution software configuration and setup requirements; e) specifications for Solution customizations; and f) security design and programming specifications. |
| Deliverable Acceptance Criteria | <ul style="list-style-type: none"> ▪ Appropriate joint application design discussions have occurred between the Contractor and OCA and other appropriate stakeholders. ▪ Updated Requirements Traceability Matrix and Conceptual Design Document are complete, correct, and comply with the contract requirements and the Deliverables Expectation Document. <p>Note: OCA must formally approve each document before final acceptance of the deliverable.</p> |

Offeror Response to SOW Text (select one by entering an 'X' in the appropriate box):

| | |
|----------|---|
| X | (1) Offeror accepts <i>SOW Text</i> for this section as provided. |
| | (2) Offeror requests alternate language for this SOW section (see below). |

Offeror's alternate SOW Text (provide if option 2 selected above):

5.5.2.2 Additional Offeror Response:

1. Identify any constraints and risks associated with the Solution requirements and interfaces anticipated in this project, and how the Offeror will address these to ensure successful implementation and

deployment. Offeror shall describe any limitations and/or constraints of interfaces in an Offeror hosted environment.

Please see our sample risk management plan.

2. Offeror shall describe the method for maintaining requirements traceability throughout the development process.

Please see JTI Project Phases and Plan: EFM Gap Analysis document.

3. Describe Offeror's approach to requirements gathering (e.g., design-level requirements) that should address the following:

Please see JTI Project Phases and Plan: EFM Gap Analysis document.

5.5.3 Execute

5.5.3.1 SOW Text

The Contractor shall perform all necessary execution activities to implement the Solution, including integrations with external systems and converted data.

The Contractor shall host, operate, administer, and maintain the Solution at a facility owned and administered by the Contractor or one of its Subcontractors, or through an alternative cloud/SaaS offering to be identified in the offer.

DANNY/BRIAN – DO WE AGREE TO ALL OF THESE ACTIVITIES? IF NOT, WE HAVE TO PROVIDE AN ALTERNATIVE SOW.

Table 4: Execute Deliverable Expectations

| High Level Activities |
|---|
| <p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none">1. Develop the Solution Implementation Plan.2. Develop the Help Desk Support Plan.3. Develop the Solution based on the requirements of the SOW and detailed design requirements identified in the previous phase through configuration, interface development, and other applicable development-related activities according to the Contractor's software implementation methodology.<ol style="list-style-type: none">3.1. The Contractor shall integrate all components of eFileTexas 2.0, inclusive of any third-party software included as part of the overall Solution. The Contractor shall create interfaces with jurisdiction-level applications (i.e., court case management systems), Electronic Filing Service Providers, and other external systems (e.g., Texas.gov payment adapter).4. Contractor shall perform data conversion and migration activities, including the execution and documentation of the results of the final conversion and migration of content into eFileTexas 2.0 inclusive of each phased conversion and migration as aligned with and applicable to the eFileTexas 2.0 phased rollout. Note: Final conversion runs will occur as part of go live / cutover activities for each deployment.5. The Contractor shall provide first-level end user Help Desk support for State EFSP, Document Access, Forms Assembly, and Court users. The Contractor shall provide Help Desk support for |

High Level Activities

commercial EFSP providers. Commercial EFSPs shall provide direct Help Desk support for end users of such commercial EFSPs.

- 5.1. The Help Desk will log all reported problems, and either resolve the problem directly or escalate to specialists including the Contractor's resources or third parties agreed upon with OCA.
- 5.2. The Contractor shall provide multiple alternative communication channels to the Help Desk, including toll-free telephone services, email, real-time chat, and a web form contact process.
- 5.3. To support effective communication with OCA, the Contractor will assign a single point of contact for OCA.
6. The Contractor shall provide maintenance and support of the Solution for the period defined in Attachment A: Master Services Agreement.

| Associated Artifacts | Major Components |
|--|---|
| <p>Solution Implementation Plan</p> | <ol style="list-style-type: none"> 1) Solution Implementation Plan: Contractor shall describe the Solution implementation approach throughout application design, interface design, and conversion design; this plan shall include the following (at a minimum): <ol style="list-style-type: none"> a) How the Contractor shall provide all system management tools for all development environments and shall manage all development efforts using industry-standard software development tools and methodologies. b) Ensure that the Solution conforms to defined standards for System design and Systems architecture. c) Detail the approach to gather design-level specifications and develop the design documentation for custom built components such as interfaces. <ol style="list-style-type: none"> i) Detailed plans for integrating eFileTexas 2.0 with systems in use by OCA, jurisdictions, and other external organizations. d) Contractor shall provide the following sub-component plans that describe the following (at a minimum): <ol style="list-style-type: none"> i) <u>Security Plan:</u> <ol style="list-style-type: none"> (1) Approach for monitoring eFileTexas 2.0 security, including how it complies with TAC 202. (2) Approach for keeping eFileTexas 2.0 security capabilities current with evolving known and potential security threats. (3) Security incident response plan details that describe the following (at a minimum): <ol style="list-style-type: none"> (a) security roles and responsibilities, mission statement, key terms governing incident response, identification of an incident |

High Level Activities

response lead, and incident detection channels.

- (b) Strategy to identify and categorize incidents.
- (c) Process to communicate, contain, eradicate, and recover from incidents.
- (d) Post-incident activities to ensure continuous security improvement.

ii) Disaster Recovery & Business Continuity Plan:

- (1) Approach for initiating disaster recovery and/or business continuity procedures to be undertaken in the event of a disaster affecting eFileTexas 2.0.
- (2) Approach for ensuring all information necessary to restore operational service in the event of a disruption are correct and up to date.
- (3) Functional roles and responsibilities of recovery teams.
- (4) Description of recovery scenarios that can be implemented.
- (5) Recovery activities to be exercised and frequency of testing.
- (6) Description / location of data backups, inventories, or other related documentation that must be recorded.

iii) Infrastructure Services Plan:

- (1) Definition of each eFileTexas 2.0 environment (e.g., production, staging, test, etc.).
- (2) Approach for maintaining application and infrastructure component consistency across all eFileTexas 2.0 environments.
- (3) Approach for certifying and/or providing quality assurance of eFileTexas 2.0 environments.
- (4) Approach for managing programming environment changes including management of test and deployment of new releases while maintaining capacity to apply hotfixes to production.
- (5) Approach for communicating and supporting testing of eFileTexas 2.0 environments with external organizations/systems.
- (6) Approach for establishing initial capacity and anticipated growth requirements for eFileTexas 2.0 including but not limited to storage, processing and network bandwidth.
- (7) Approach to performance tuning to ensure the Solution operates optimally and within defined

High Level Activities

| | |
|--|---|
| | <p>serviced levels, Services shall include (at a minimum):</p> <ul style="list-style-type: none">(a) Impact analysis of upcoming patches and upgrades;(b) Modifications to Contractor-provided components and configurations to support upcoming patches and upgrades;(c) Testing and deployment of patches and upgrades in all environments;(d) Continuous health checks of the production system;(e) Continuous tuning and other required system level administration;(f) Recommendations for system performance tuning; and(g) Application modifications required to support scheduled infrastructure upgrades. <p>(8) Approach for monitoring on-going usage and growth patterns of eFileTexas 2.0 resources including for cumulative growth and peak usage patterns.</p> <p>(9) Approach for deployment of additional capacity as specified in the original plan and per the results of on-going capacity monitoring.</p> <p>(10) Approach for preventative and unplanned services to eFileTexas 2.0 services.</p> <p>(11) Documentation of third-party infrastructure service providers and associated communication and management processes.</p> <p>(12) Communication protocols inclusive of OCA, Courts, EFSPs, and filers for infrastructure services.</p> <p>2) The Contractor shall develop a detailed Conversion and Migration Plan and shall coordinate all conversion activities.</p> <ul style="list-style-type: none">a) Contractor shall create a Conversion and Migration Plan that includes (at a minimum):<ul style="list-style-type: none">i) scope of source data to be converted (e.g., source system/database, date range, case type);ii) source to target data mappings for all fields to be converted;iii) data transformation rules;iv) data validation and exception rules; |
|--|---|

| High Level Activities | |
|-------------------------------|---|
| | <ul style="list-style-type: none"> v) exception report format; and vi) incremental data conversion approach if applicable to Contractor's proposed approach (aligned with phased rollout of eFileTexas 2.0). <ul style="list-style-type: none"> b) The Contractor shall work closely with the incumbent eFileTexas vendor (as facilitated by OCA) to create data conversion algorithms, and data maps, identify impacts on existing systems and develop procedures for handling problems such as invalid formats of data values requiring validation. c) Data conversion and migration encompasses the transfer of eFileTexas documents and data, where applicable, into eFileTexas 2.0. All content in the current eFileTexas document access module (e.g., re:SearchTX), forms assembly (i.e. Guide and File) and eFiling configuration shall be migrated. <p>3) Contractor shall create a Cutover Plan that includes (at a minimum):</p> <ul style="list-style-type: none"> a) Cutover Plan - Contractor shall perform go live cutover planning activities to assess transition readiness, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments. Additionally, Contractor shall provide a preliminary cutover schedule that clearly defines key milestones, deliverables, tasks and responsibilities. The Cutover Plan will be updated prior to go live. b) Cutover milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered. c) Pre-cutover checklist and post-cutover evaluation criteria. d) Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go / no-go decisions related to overall readiness / preparedness for going live on eFileTexas 2.0. |
| Help Desk Support Plan | <p>1) During the Execute phase, the Contractor shall develop the initial draft of the Help Desk Support Plan to describe how Help Desk services will be provided for eFileTexas 2.0.</p> <ul style="list-style-type: none"> a. The Help Desk must be fully operational at the first eFileTexas 2.0 phased deployment. b. Contractor shall provide a staffing plan and resumes for Key Production Support Staff to OCA for review and approval. |

| High Level Activities | |
|---|--|
| | <p>c. Contractor shall update this plan during cutover, and it will be responsible for updating the plan annually for the life of the contract.</p> |
| Deliverables Acceptance Criteria | <ul style="list-style-type: none"> ▪ Solution Implementation Plan, Conversion and Migration Plan, Cutover Plan, and Help Desk Support Plan are complete, correct and comply with the contract requirements and the Deliverables Expectation Document. ▪ Development is considered complete and ready to enter the system test phase. ▪ Conversion script development is complete, with initial conversion runs and testing successfully performed for each planned deployment phase. Final conversion run will occur as part of go live / cutover for each planned deployment phase. <p>Note: OCA must formally approve each document before final acceptance of the deliverable.</p> |

Offeror Response to SOW Text (select one by entering an 'X' in the appropriate box):

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | (1) Offeror accepts SOW Text for this section as provided. |
| <input checked="" type="checkbox"/> | (2) Offeror requests alternate language for this SOW section (see below). |

Offeror's alternate SOW Text (provide if option 2 selected above):

Project Planning and Initiation

During this phase, the project schedule will be solidified, JTI/Client personnel will be assigned tasks. We will setup necessary instances of the system for purposes of Configuration, Testing and Production etc. default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established. Risk identification and mitigation will be part of the project kickoff, project plan review process and then revised as part of the project management process throughout the project.

Kickoff Presentation and Meeting

JTI will prepare the kickoff presentation, review it with the Client's Project Manager and revise it as needed. JTI's Project Manager and appropriate key project team members will be present for the kick-off meeting. We anticipate that the kick-off meeting will be approximately sixty to ninety minutes in length depending on the number of participants and the number of questions raised during the meeting.

Project Controls

JTI will review all project initiating and other documents, default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established.

Environments

In this phase, the project teams set up and define the environments that they will use during the project; where they will reside; and when configuration will be placed in each one. Using the Scope of Work as our guide, teams will review the needs of the project, the terms of the agreement, and setup necessary instances of the system for purposes of Configuration, Testing and Production etc.

Review Project Plan

The project plan is a comprehensive document developed using Microsoft Project that identifies individual tasks, the personnel resources assigned to each, dependencies between the tasks, deliverables, scheduled start and end-dates, and duration. The plan will identify those tasks that are the responsibility of the Court and any other participating agencies as well as those that are the responsibility of the JTI team. As a general guideline, tasks will be taken to a level of detail where no low-level task has a duration of more than ten working days. The Project Plan will identify the tasks, resources and dependencies related to the development within this project.

Provide Ongoing Project Management

JTI project management staff, configuration, and training will be a continual effort throughout the life of the project. We create a monthly status report by default, but our tracking tools allow for real-time tracking of configuration velocity and release schedules. The Client will need to manage their resources schedules and budgets, but the JTI project manager will manage JTI resources and configuration deliverables in accordance with the Scope of Work.

Track and Report Project Status

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 Client'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.

Court Policy Requirements

JTI will work with the court and document the requirements for each court's policy. Here we determine the case types, document types that the court wishes to accept for eFiling, and any other rules or validations that need to be implemented.

The project plan will be revised and updated based on the requirements.

Configuration

The EFM will be configured to implement each Court's court policy File.

Testing

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 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 Orders. 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 Orders could result in the extension of the project timeline.

Training

Conduct Training ("Train the Trainer")

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. This task will be 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.

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.

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:

- Preparation of the Court’s CMS environment, if used, to support production.
- The e-Filing solution being accepted and designated ready for use by JTI and the Court.

If each of these items 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

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.

Configuration Management

Any configuration changes to the court policy post deployment, will be treated as its own project and will follow the same process described in the JTI Project Phases and Plans document.

5.5.3.2 Additional Offeror Response:

The Offeror shall provide the following information in its Offer:

1. Development Approach:

Please see JTI Project Phases and Plan: EFM Development document.

2. Systems Integration:

Please see JTI Project Phases and Plan: Integration of each participating court to the JTI Texas EFM document

3. Trainings and Work Sessions:

Conduct Training (“Train the Trainer”)

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. This task will be 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.

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.

4. Data Migration Strategies:

Please see our Data Conversion Plan Document.

5. Help Desk Support:

Our solution is built on Amazon Web Services. AWS will use commercially reasonable efforts to make Amazon EC2 and Amazon EBS each available with a Monthly Uptime Percentage (defined below) of at least 99.95%.

We are able to notify a single point of contact when errors are recognized. However, that single point of contact may use an email list that includes a number of parties to be notified.

Call response times as required in the RFP will be met as follows:

Level 1 support requests are defined as product failure/loss of service: A problem with all or part of a component of the Licensed Software causing disruption to business activity preventing the use of the system. Support requests received via telephone to the JTI support phone line will be responded to immediately upon answer of the call. Support requests received by any other means (such as email/web portal) will have a response goal of 4 business hours.. A response is an acknowledgement that JTI support has received the incident report. It does not mean that the Incident has been satisfied.

Level 2 support requests are defined as non-critical system failures: A fault that causes the System to not operate in accordance with specifications but the system remains usable with a moderate level of difficulty. Response time degradation on non-critical system components is included in this category. Support requests received via telephone to the JTI support phone Line will be responded to immediately upon answer of the call. Support requests received by any other means (such as email/web portal) will have a response goal of 4 business hours.. A response is an acknowledgement that JTI support

has received the incident report. It does not mean that the Incident has been satisfied.

Level 3 support requests are defined as non-critical system failures: A fault causing the service to not operate in accordance with specifications but usable with a minimum level of difficulty. Will also include questions and requests for information. Support requests received via telephone to the JTI support phone line will be responded to immediately upon answer of the call. Support requests received by any other means (such as email/web portal) will have a response goal of 4 business hours. A response is an acknowledgement that JTI support has received the incident report. It does not mean that the Incident has been satisfied.

Accounting reports including reconciliation of the previous days transactions are generated automatically and emailed prior to 8:00 AM each day. Monthly summary reports are also distributed by 8:00 AM on the first of the month.

The transactional license and maintenance fees include licenses, updates, upgrades and routine support. Under this agreement we will maintain the EFM and EFSP to the California ECF standard as it evolves.

Our 30 support staff are primarily located in Logan, Utah with others working out of the Los Angeles office.

Support Services Organization



On average, our Support Team members have worked in a JTI Support role for over 3.5 years, with an average industry-related experience of over six years.

Support Case Life Cycle

During the implementation of eCourt, your Account Manager will make regular onsite visits with the implementation team to help gain an understanding of processes, business rules, workflows and interfaces. And to get to know your eCourt Administrators.

To ensure a smooth transition from implementation to Support, there is a soft transitionary period of about 90 days or more after the go-live during which both your implementation and support teams provide support. Even after a full transition to Support, implementation personnel are available to help provide solutions.

Your eCourt System Administrators and Help Desk personnel are trained during the implementation to become the front line of support for your end users. They can access our support staff via toll-free phone, email and online web portal. Administrators can create new support cases, view and update active cases, upload files, and view previously solved cases. In addition, access is provided to a searchable Knowledge Base, including product documentation and training materials.

We are passionate about your phone calls never going to voicemail. Our streamlined call answering tree continues to roll over and expands to include additional staff including our executive team.

All support issues are logged into our internal database, JIRA, which stores customer information including contracts, go-live dates, designated court administrators, etc. Every

support case is assigned a case ID, time and date stamped, and it has a history of notes, correspondence, parties and solution information.

We immediately acknowledge receipt of your request. The majority of support cases are resolved during the first contact and in less than one hour. For others we generally provide an initial response within four (4) hours of first contact for non-critical issues and sooner for critical issues. If the error is categorized as "Critical" we will provide a solution through a service release as soon as possible.

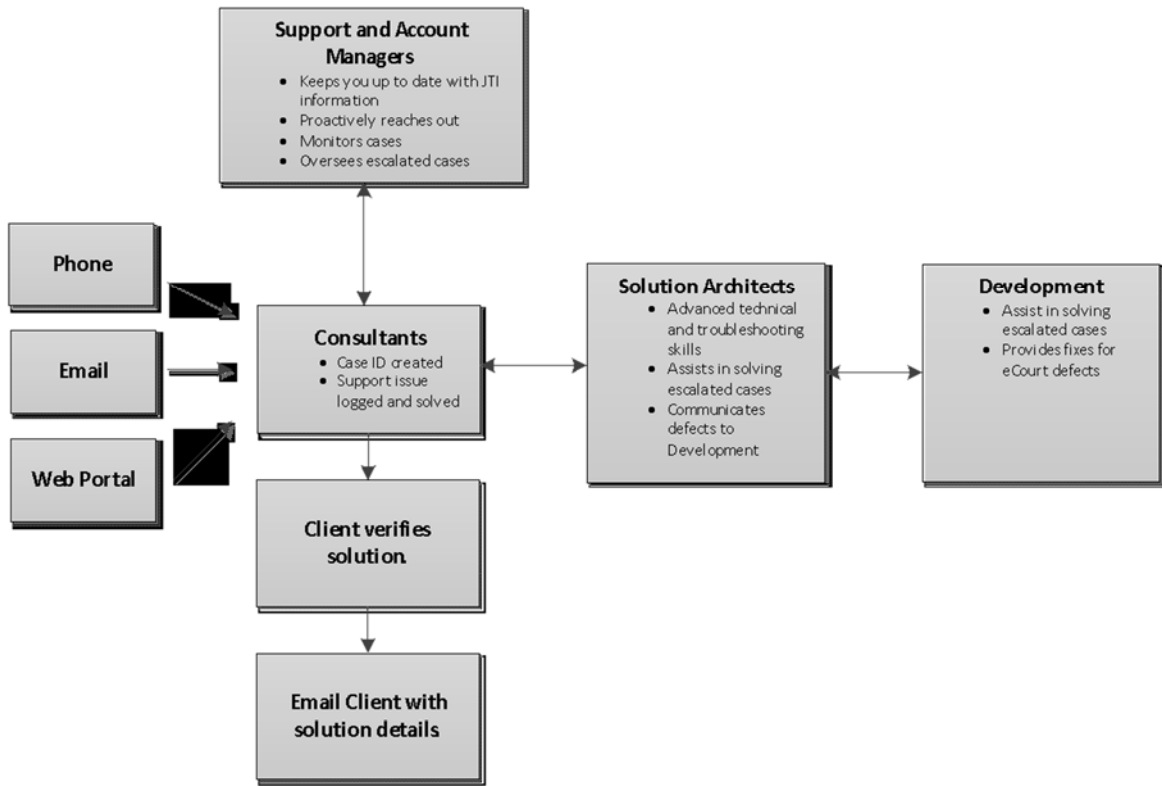
Troubleshooting to obtain reproducible steps of an application error begins immediately. We work closely with your eCourt Administrator while resolving each support request. When necessary, cases are escalated to our Solution Architects and then to the development team as indicated in the subsequent Support Case Flow diagram.

Throughout this process your Account Manager and Consultant updates you on the progress. Also, automated notifications are sent with each status update.

Upon solution verification from your eCourt Administrator, the support case is time and date stamped as closed, and an automated notification is sent to your eCourt Administrators with the solution. (A link is included in all notifications to allow feedback to the Account Manager.)

We have remote access for all of our clients, and we will adapt to the agency's remote access methods. We will not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. We will not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

Support Case Flow



Contact Information

Support is available during business hours, Monday through Friday, except for federal holidays. If a critical situation occurs outside of normal support hours, Support can be reached 24/7 via an emergency extension.

Telephone: 1-877-587-8927 ext. 6
Email: Support@JournalTech.com
SupportWeb: Support.JournalTech.com

Support Services Staff

Support Manager

Our Support Manager oversees all operations. He ensures the right staff is assigned to solve your case and monitors the progress of each case from his electronic case board. He also manages the training program for new employees and continuing education for current staff.

Account Managers

Your assigned Account Manager will already be familiar with your system since he works closely with the implementation team throughout your project. They see your cases on their electronic case board and monitor the progress via our internal database (JIRA). They provide up-to-date information about JTI, best practices, software maintenance, billing questions, and coordinate non-routine requests.

Consultants

Consultants answer and respond to phone calls, emails and Web Portal requests. They are responsible for case creation and tracking of all incidents and solving most incoming issues on the spot. They will help walk you through steps, troubleshoot problems, and provide all the information you need. When the problem is more complex, they ask for assistance from our Solution Architects. However, the primary responsibility for the case remains with the Consultant.

Solution Architects

Solution Architects are seasoned members of the support team with advanced technical and troubleshooting skills. They are an extension of the Los Angeles development department. They assist in solving escalated cases and identify when an issue is categorized as a defect or a configuration issue. They work with Development to fix any bugs. In addition, they take an active role in training and coaching the support team.

5.5.4 Testing

5.5.4.1 SOW Text

The Contractor shall prepare a detailed plan to test all aspects of eFileTexas 2.0 and shall implement a tracking tool to log system defects from identification through resolution. The scope of testing for the eFileTexas 2.0 project is outlined below. The Contractor shall track expected versus actual test results, track all defects and their resolutions, and document rework and retesting efforts.

Table 5: Scope of Testing for eFileTexas 2.0

| Testing | Definition | Participants | Timing |
|----------------------------|--|--------------------------------|--|
| Unit Testing | Test the individual units of source code or smallest portion of the Solution that will be included in the unit test. | Contractor | During the Execution Phase (e.g., configuration and development); completed satisfactorily prior to moving into System Testing |
| Integration Testing | <p>Test an assemblage of units to ensure they work properly together and address the inner application integration and not inter application integration.</p> <p>The Contractor shall perform integration testing to validate the successful exchange of information between eFileTexas 2.0 and all interfacing systems. The Contractor shall coordinate interface testing third party entities, including but not limited to, EFSP providers, courts and court CMS providers.</p> | Contractor, EFSPs, CMS Vendors | During Interface Development and System Testing |
| System Testing | Test the entire Solution including components that will be integrated on the hosted platform. System tests are executed with functional requirements and address the information flow in the system, where the underlying assembled units are no longer addressed separately, but as a whole. System testing often is the test that indicates to the development community whether the system is behaving as required, verifies and | Contractor, EFSPs, CMS Vendors | Occurs once development is "code complete"; Must be completed satisfactorily prior to User Acceptance Testing |

| Testing | Definition | Participants | Timing |
|--------------------------------------|--|--------------------------------|--|
| | <p>validates that a system can work in production.</p> <p>The Contractor shall perform end-to-end system testing and resolve any defects discovered, until system test results are produced to demonstrate the successful operation of the system, ensuring that the system is functioning, performing, and processing documents and data correctly.</p> | | |
| Security / Intrusion Testing | Test the authentication, authorization, and data protection of the application. | Contractor, EFSPs, CMS Vendors | Must be completed prior to cutover |
| User Acceptance Testing (UAT) | <p>Validate end-to-end business processes, comparing actual vs. expected results. UAT validates the system setup for transactions and user access, confirms the expected and intended use of the system, verifies performance on business-critical functions, and confirms application integrity.</p> <p>The Contractor shall support UAT testing activities conducted by OCA and business stakeholders, and resolve defects to ensure eFileTexas 2.0 functions properly and meets the acceptance criteria for exiting the Testing Phase.</p> | OCA & Business Stakeholders | Occurs after System Testing and Prior to go live |
| Stress/Performance Testing | <p>Test 'transaction processing' capacity of the 'system' when the system refers to a process, application or infrastructure to look at behavior with standard, increased and decreased workload.</p> <p>The Contractor shall perform performance testing to validate the eventual full-scale use of the system by all courts and filers, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. The Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions.</p> | Contractor | Part of System Testing; must be completed prior to UAT |

| Testing | Definition | Participants | Timing |
|---------------------------|--|--------------|----------------------------|
| | The Contractor shall work with third-party network resources to perform a network analysis to determine any likely network deficiencies leading to poor system testing results. | | |
| Regression Testing | Retest a previously tested 'system' following modification to ensure that faults have not been introduced/ uncovered as a result of the changes. Common tests include re-runs of previous functional tests and checks of re-emerging of previously fixed faults. | Contractor | Between Phased Deployments |

Table 6: Defect Definitions

| Defect Level | Definition |
|--------------|--|
| 1 | A Documented Defect that causes: (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Authorized Users locations; or (c) systemic loss of multiple essential system functions. |
| 2 | A Documented Defect that causes: (a) repeated, consistent failure of Essential Functionality affecting more than one user; or (b) loss or corruption of data. |
| 3 | A Level 1 Defect with an existing Circumvention Procedure, or a Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure. |
| 4 | A Documented Defect that causes failure of Non-Essential Functionality or a cosmetic or other Documented Defect that does not qualify as any other service level defect. |

Table 7: Testing Deliverable Expectations

| High Level Activities |
|---|
| <p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> 1. Develop Test Plan based on Table 5: Scope of Testing for eFileTexas 2.0 which outlines the scope of testing, Contractor's responsibilities, and defect definitions in Table 6: Defect Definitions. 2. Setup and Manage Test Environment <ol style="list-style-type: none"> 2.1. The Contractor shall plan, design, and implement a test environment that replicates the production environment and network connectivity. The Contractor shall load the test environment with enough data to perform effective testing. The Contractor shall develop |

| High Level Activities | |
|--|--|
| <p>detailed test conditions, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.</p> <p>3. Conduct System Testing and Resolve Defects</p> <p>3.1. For each defect identified during testing, OCA and the Contractor use a prioritization rating indicating the relative sequence to fix defects as defined Table 6: Defect Definitions in the previous section.</p> <p>4. Submit Final System Testing Results.</p> <p>5. Support UAT, Defect Resolution, and Submit UAT Results.</p> | |
| Associated Artifacts | Major Components |
| Test Plan | <p>The eFileTexas 2.0 Test Plan shall describe the Contractor's approach for conducting all testing, including:</p> <ul style="list-style-type: none"> a) Approach to complete all testing activities outlined in Table 26:Scope of Testing for eFileTexas 2.0. Specifically address: <ul style="list-style-type: none"> i) Systems integration testing per OCA acceptable response times; ii) Stress / performance testing, including pass criteria that can handle the transaction load data described in Section 4.1: Project Background and Objectives; and iii) Security / Intrusion testing, including assurances that security controls delineated through TAC 202 are met; b) Test Data Creation approach, including data refresh processes; c) Automated Test Usage (optional, but preferred by OCA); d) User Acceptance Testing Scripts and support; and e) Defect remediation release strategy and regression testing. |
| System Testing and Test Results | <ul style="list-style-type: none"> 1) Contractor shall perform end-to-end System Testing inclusive of integration testing and providing System Test results that describe the following (at a minimum): <ul style="list-style-type: none"> a) Date scenario was executed; b) Person who executed the scenario; c) Test result status (pass/fail); d) Defects discovered; e) Retest dates and results; and f) Justification for exiting System Test stage. 2) Contractor shall perform performance testing to validate the eventual 300% full-scale use of the system by all courts and filers, including mimicking the anticipated growth in the number |

| High Level Activities | |
|---|---|
| | of users, documents, and storage requirements as the system is deployed. The Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions. |
| User Acceptance Testing and Test Results | <p>Contractor shall be responsible for ensuring UAT is completed with defects resolved to ensure eFileTexas 2.0 is functioning properly. For each test scenario during UAT, the test results shall describe (at a minimum):</p> <ul style="list-style-type: none"> a) Acceptance test results for the overall Solution and for each jurisdiction deployment; b) Date scenario was executed; c) Person who executed the test scenario; d) Test result status (pass/fail); e) Defect, priority, and resolution log; f) Retest dates and results; and g) Justification for exiting UAT stage. |
| Deliverable Acceptance Criteria | <ul style="list-style-type: none"> ▪ The Test Plan, the System Test Results, and the User Acceptance Test Results are complete, correct, and comply with the contract requirements and the Deliverables Expectation Document. <p>Note: OCA must formally approve each document before final acceptance of the deliverable.</p> |

Offeror Response to SOW Text (select one by entering an 'X' in the appropriate box):

| | |
|----------|---|
| X | (1) Offeror accepts <i>SOW Text</i> for this section as provided. |
| | (2) Offeror requests alternate language for this SOW section (see below). |

Offeror's alternate SOW Text (provide if option 2 selected above):

5.5.4.2 Additional Offeror Response:

1. Testing Methodology. Offeror shall:

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 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 Orders. 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 Orders could result in the extension of the project timeline.

2. Training. Offeror shall describe anticipated trainings and work sessions with EFSPs, CMS vendors, Forms Assembly administrators, and court staff to test the Solution.

Please see our Training Plan document.

3. UAT. Offeror shall:

4. The Offeror shall describe the approach to developing the following for system test & UAT:

Please see our Testing Plan document.

5.5.5 Training

5.5.5.1 SOW Text

OCA seeks to utilize a train-the-trainer approach as well as end user training - based on the size and geographic location of the user group being trained. The Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report.

Table 8: Training Deliverable Expectations

| High Level Activities | |
|---|--|
| <p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> 1. The Contractor shall prepare a Training Plan, detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each. 2. The Contractor shall develop a detailed training curriculum, prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other OCA and jurisdiction staff. 3. The Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report. 4. The Contractor shall provide adequate end user support whether through user manuals or on-line help. | |
| Associated Artifacts | Major Components |
| <p>Training Planning, Curriculum, and Materials</p> | <ol style="list-style-type: none"> 1) Training Plan - Contractor shall create a Training Plan and provide training curriculum and materials that describe the following (at a minimum): <ol style="list-style-type: none"> a) Course list; b) Target audience role descriptions; c) Specific learning objectives for each user and support role to be used to assess users' readiness to perform their expected roles; d) Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that OCA is to furnish; and e) Training calendar indicating the specific attendees and locations for all user training sessions; the calendar shall also indicate any planned phases or iterations in the delivery of training. 2) Training Curriculum and Materials: <ol style="list-style-type: none"> a) Course presentation materials / user manuals (Trainer Version); b) Course presentation materials that are current with the configuration and production release; |

| High Level Activities | |
|---|--|
| | <ul style="list-style-type: none"> c) Recorded training videos; d) Student training exercises; e) Pre-assessment and post-assessment materials; and f) Training data specifications for training exercises (if applicable), including training data initialization procedures |
| Training Completion Report | <p>Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report that includes the following (at a minimum):</p> <ul style="list-style-type: none"> a) Summary of all training provided including course, date and attendees; b) Summarized training exercise results; c) General observations of completed training and future training recommendations; and d) Satisfaction survey results (survey to be distributed to all stakeholders that participated in formal training classes) |
| Deliverables Acceptance Criteria | <ul style="list-style-type: none"> ▪ Training Plan, Training Curriculum and Materials, and the Training Completion Plan are complete, correct and comply with the contract requirements and the Deliverables Expectation Document. ▪ All in-scope training has been conducted. <p>OCA must formally approve each document before final acceptance of the deliverable.</p> |

| | |
|---|---|
| Offeror Response to SOW Text (select one by entering an 'X' in the appropriate box): | |
| <input checked="" type="checkbox"/> | (1) Offeror accepts <i>SOW Text</i> for this section as provided. |
| <input type="checkbox"/> | (2) Offeror requests alternate language for this SOW section (see below). |
| Offeror's alternate SOW Text (provide if option 2 selected above): | |
| | |

5.5.5.2 Additional Offeror Response:

Please see our training strategy mentioned above.

5.5.6 Cutover

5.5.6.1 SOW Text

Table 9: Cutover Deliverable Expectations

| High Level Activities |
|---|
| <p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none">1. Finalize and execute the set of activities identified in the Cutover Plan to cutover eFileTexas 2.0 into production, according to a phased approach whereby eFileTexas 2.0 will be deployed in groups of jurisdictions over time.<ol style="list-style-type: none">1.1. The Contractor shall confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support the eFileTexas 2.0 application and operation.2. Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support (see list of Associated Artifacts below).3. Submit the final As-Built System documentation.4. Submit the Cutover Completion Report.<ol style="list-style-type: none">4.1. The Contractor shall start providing Production Services once the first site is in production.4.2. The Contractor shall monitor the production Solution to report on operations and performance metrics against service levels requirements defined in Attachment B: Service Level Agreement, transaction volumes, and status of application support and problem management activities.5. Submit updated roles and responsibilities, and resumes, for key production support staff.6. The Contractor shall provide a real-time Service-Level Performance Dashboard for OCA to monitor performance against the Attachment B: Service Level Agreement and associated Service Level Requirements. Results may be used to:<ol style="list-style-type: none">6.1. Create actionable strategies and remediation plans;6.2. Communicate and manage contract performance; and6.3. Enhance relationship management through open performance communication.7. The Contractor and OCA will agree on additional points of contact and a reporting structure and schedule to support day-to-day operations and reviews of the Contractor's performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues.8. Reporting structures will be documented and maintained by the Contractor in an online repository accessible to OCA's management team. A regular meeting schedule will be established for the reporting levels outlined in this document. The Contractor must provide processes and procedures acceptable to OCA that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include:<ol style="list-style-type: none">8.1. Escalation;8.2. Contract change management; and8.3. Performance reporting (e.g., Service Level Requirements (SLRs), project status, outstanding service request status) as outlined in Attachment B: Service Level Agreement. |

| High Level Activities | |
|--|--|
| <p>9. The Contractor shall provide tools and training methods for clerks, filers and general users as eFileTexas 2.0 is updated and new users are onboarded.</p> | |
| Associated Artifacts | Major Components |
| <p>Updated Versions of Implementation Plans for Production Support</p> | <p>Contractor shall provide updated versions of the following previously developed plans (or subplans) to ensure plans accurately describe the production environment and services to be provided upon cutover (note, each plan should include the minimum set of components defined within this SOW and as agreed to with OCA during the implementation project).</p> <ul style="list-style-type: none"> a. Risk and Issue Management Plans (note associated Logs would carry over from the project to production) b. Integrated Change Management Plan c. Deployment Plan d. Configuration Management Plan e. Stakeholder Outreach and Communication Plan f. Security Plan g. Disaster Recovery and Business Continuity Plan h. Infrastructure Services Plan i. Help Desk Support Plan j. Test Plan k. Training Planning, Curriculum, and Materials |
| <p>As-Built System Documentation</p> | <p>Contractor shall provide documentation specific to the OCA’s eFileTexas 2.0 implementation. Contractor shall provide final as-built configuration documentation of each of the delivered environments, including the results of smoke tests of those environments.</p> <p>Contractor shall provide technical documentation of sufficient depth and clarity to enable OCA, EFSP, CMS vendor, and court technical personnel to understand the underlying structure and function of system components to troubleshoot the application interfaces (including platform, network, and security interfaces), to perform all global and jurisdiction administration and operation duties, and to plan for potential future integration with other applications.</p> |
| <p>Cutover Completion Report</p> | <p>Contractor shall provide a Cutover Completion Report that validates the full transition of eFileTexas 2.0 into production.</p> <p>The Contractor shall update the preliminary draft of the Cutover Plan created as part of the Execute phase with the finalized set of activities to cutover eFileTexas 2.0 into Production, according to a phased approach whereby eFileTexas 2.0 will be deployed in groups of jurisdictions over time.</p> |

| High Level Activities | |
|---|--|
| | The final Cutover Plan shall include a detailed schedule that clearly defines key milestones, deliverables, tasks and responsibilities. Using the Cutover Plan as the guide, the Contractor will lead the deployment/cutover effort. |
| Deliverables Acceptance Criteria | <ul style="list-style-type: none"> ▪ System Documentation and the Cutover Completion Report are complete, correct, and comply with the contract requirements and the Deliverables Expectation Document. ▪ eFileTexas 2.0 is successfully in production. <p>OCA must formally approve each document before final acceptance of the deliverable.</p> |

Offeror Response (select one by entering an 'X' in the appropriate box):

| | |
|----------|---|
| X | (1) Offeror accepts <i>SOW Text</i> for this section as provided. |
| | (2) Offeror requests alternate language for this SOW section (see below). |

Offeror's alternate SOW language (provide if option 2 selected above):

5.5.6.2 Additional Offeror Response:

1. Offeror shall describe the Production Release approach for production cutover and activities required to begin production use of eFileTexas 2.0. The approach shall include the following, at a minimum:
 - a. Key activities.
 - b. Critical success factors.
 - c. Roles and responsibilities (for both the Offeror and OCA).
 - d. Acceptance criteria.
2. List and describe documentation that will be provided, including the formats in which the documentation will be made available. Additionally, describe how the Offeror plans to provide ongoing updates to documentation throughout the life of the contract to ensure relevance of the documentation following implementation and system upgrades.
3. Describe how as-built documents will be updated over time.

Describe the approach to provide ongoing training for clerks, filers and general users as eFileTexas 2.0 is updated and new users are onboarded.

4. Describe the production services to be provided to OCA, including any assumptions for the provision of services. Describe system monitoring capabilities and how performance will be measured and tracked against service levels, including how real-time deviations are communicated to OCA. Offeror shall describe root cause analysis approach and how corrective / preventative measures are taken. Provide sample reports related to service level management.
5. Describe the Offeror's overall release and deployment management approach for minor and major application releases and how OCA's input as to the overall product roadmap is incorporated. Describe product management's strategy for customer alignment and engagement, release cadence, communication process, training plans, and risk mitigation plans to support EFSP's and CMS vendors impacted by releases.
6. Describe Offeror's approach for maintaining technical currency and anticipated major releases for the next two years and how those releases will impact the eFileTexas 2.0.

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:

- Preparation of the Court's CMS environment, if used, to support production.
- The e-Filing solution being accepted and designated ready for use by JTI and the Court.

If each of these items 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.

5.6 Go Live – Post Implementation Support

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.

5.6.1 Closeout

5.6.1.1 SOW Text

The project shall remain active until all deliverables have been accepted in accordance with acceptance criteria. Once achieved, the project shall enter the Project Closeout phase.

Table 10: Closeout Deliverable Expectations

| High Level Activities |
|--|
| <p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> 1. Complete project closeout and production readiness activities. Ensure the following have been addressed: <ol style="list-style-type: none"> 1.1. OCA has accepted all deliverables. 1.2. All outstanding issues and defects have been resolved or addressed. 1.3. The Contractor project team has documented the lessons learned or best practices identified during the project. 1.4. All project artifacts have been placed in the project repository. 1.5. Transition has been completed to operations, maintenance, and/or business. 1.6. Transition Open Defects to Support – any noted deficiencies will be enumerated and provide the action plan and timing for correction of each such deficiency. 1.7. Contractor shall transfer knowledge to eFileTexas 2.0 support staff. 2. Participate in lessons learned activities led by OCA <ol style="list-style-type: none"> 2.1. The purpose of lessons learned activities is to help the project team and stakeholders share knowledge gained from the project to facilitate repeating desirable outcomes and improvements for future projects and avoiding undesirable outcomes. 3. Business Outcomes Review <ol style="list-style-type: none"> 3.1. Contractor shall provide data needed for the Post Implementation Review of Business Outcomes (PIRBO) (in accordance with the Texas Project Delivery Framework and Quality |

| High Level Activities | |
|---|---|
| Assurance Team (QAT) requirements) as part of support and maintenance. The PIRBO review will align project activities and business outcome measures. Therefore, data provided will measure progress towards achieving business outcomes defined in the Business Case (will be provided to Contractor by OCA for reference). | |
| Associated Artifacts | Major Components |
| Project Closeout | <p>1) Project Closeout Report - The Contractor Project Manager provides a final report outlining the project's accomplishments and against the project scope, budget, schedule, and SLAs.</p> <p>2) Monthly Production Support Templates – Contractor shall create initial templates of monthly production support reports for OCA to verify that the reports are sufficient and accurate before the project closes; Reports shall include the following:</p> <ul style="list-style-type: none"> a) Maintenance services completed per period. b) Maintenance services in progress per period. c) Maintenance services planned next period. d) Upcoming planned release schedule (minimum of 6 months forward looking). e) Risks and issues. |
| Deliverables Acceptance Criteria | <ul style="list-style-type: none"> ▪ All project closeout activities have been completed in compliance with the contract and the Deliverables Expectation Document. ▪ Note: OCA must formally approve each document before final acceptance of the deliverable. |

| | |
|---|---|
| Offeror Response (select one by entering an 'X' in the appropriate box): | |
| <input checked="" type="checkbox"/> | (1) Offeror accepts <i>SOW Text</i> for this section as provided. |
| <input type="checkbox"/> | (2) Offeror requests alternate language for this SOW section (see below). |
| Offeror's alternate SOW language (provide if option 2 selected above): | |
| | |

5.6.1.2 Additional Offeror Response:

1. Offeror shall describe the process to define metrics to measure business outcomes and validate achievement.

2. Offeror shall describe approach to perform knowledge transfer to eFileTexas 2.0 support staff.

Please see our Training Plan document.

5.7 Production Services

The Offeror will be responsible for providing ongoing production operations and maintenance services once the first site is in production.

A final comprehensive list of services will be included as an agreement in the contract between OCA and Contractor.

Yes because this is hosted and we charge a fee for each transaction we have to maintain the system.

5.7.1 eFileTexas 2.0 Production Services

5.7.1.1 SOW Text

The Contractor shall be responsible for providing ongoing production services as agreed to in the final contract and the updated plans listed in Section 5.5.6 Cutover above once the first site is in production. Contractor shall update the plans annually or as otherwise mutually agreed upon in the Agreement.

Offeror Response (select one by entering an 'X' in the appropriate box):

(1) Offeror accepts *SOW Text* for this section as provided.

(2) Offeror requests alternate language for this SOW section (see below).

Offeror's alternate SOW language (provide if option 2 selected above):

JTI Project Phases and Plan

JTI eFiling solution is installed as a functional product containing the EFM and an out of the box EFSP. The project will be divided in two parts. I) Implementation of Texas eFiling Standards in JTI baseline EFM II) Integration of each participating court to the JTI Texas EFM.

I. Implementation of Texas eFiling Standards in JTI baseline EFM

A. Project Planning and Initiation

During this phase, the project schedule will be solidified, JTI/Client personnel will be assigned tasks. We will setup necessary instances of the system for purposes of Configuration, Testing and Production etc. default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established. Risk identification and mitigation will be part of the project kickoff, project plan review process and then revised as part of the project management process throughout the project.

Kickoff Presentation and Meeting

JTI will prepare the kickoff presentation, review it with the Client's Project Manager and revise it as needed. JTI's Project Manager and appropriate key project team members will be present for the kick-off meeting. We anticipate that the kick-off meeting will be approximately sixty to ninety minutes in length depending on the number of participants and the number of questions raised during the meeting.

Many of the benefits of e-Filing relate to improving internal filing processes within the Court. Our goal is to enhance processing within the Court while ensuring the product conforms to the State-wide standards. During the kick-off, we will discuss the Gap Analysis process and the Agile development approach. The process for how JTI's Project Manager will work with the Client's Project Manager to revise and update the project schedule as the project progresses will be addressed with key Court stakeholders, decision-makers and project participants to ensure that there is a common understanding of objectives, priorities, schedule, and resource commitments.

Project Controls

JTI will review all project initiating and other documents, default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established. For details of each plan please see attached document for that plan.

Environments

In this phase, the project teams set up and define the environments that they will use during the project; where they will reside; and when configuration will be placed in each one. Using the Scope of Work as our guide, teams will review the needs of the project, the terms of the agreement, and setup necessary instances of the system for purposes of Configuration, Testing and Production etc.

Review Project Plan

The project plan is a comprehensive document developed using Microsoft Project that identifies individual tasks, the personnel resources assigned to each, dependencies between the tasks, deliverables, scheduled start and end-dates, and duration. The plan will identify those tasks that are the responsibility of the Court and any other participating agencies as well as those that are the responsibility of the JTI team. As a general guideline, tasks will be taken to a level of detail where no low-level task has a duration of more than ten working days. The Project Plan will identify the tasks, resources and dependencies related to the development within this project.

Provide Ongoing Project Management

JTI project management staff, eSeries configuration, and training will be a continual effort throughout the life of the project. We create a monthly status report by default, but our tracking tools allow for real-time tracking of configuration velocity and release schedules. The Client will need to manage their resources schedules and budgets, but the JTI project manager will manage JTI resources and configuration deliverables in accordance with the Scope of Work.

Track and Report Project Status

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 Client'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.

B. EFM Gap Analysis

The Texas ECF Standards 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. This will be done by walking through e-Filing functionality and comparing the e-Filing approach with the Texas ECF Standards. Representatives from the Court and the other participating organizations (if any) will work collaboratively to complete this effort. These differences will be documented for resolution in a Jira project board.

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 two-week sprints.

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.

The Gap Analysis will begin with our base product being installed in a sandbox environment, delivering data model documentation, and producing workbooks for financials, statutes, and the directory for Court personnel. Once workbooks are returned, JTI will work with the you to enter an adequate sample of Model Cases into the sandbox configuration to identify and log gaps

Items we typically need in order to complete the gap analysis include:

- Copies of your existing system screens –
- Database data structure – a list of all tables in your existing system, along with a data dictionary explaining how each field is used.
- Sample data extract from your current system(s).
- Directory Organizational units, roles, and responsibilities – the names and functions of the people who will be using the system, including:
 - A list of users in each department.
 - Those people who will do the final testing.
 - The subject-matter experts who will explain your business processes.
- Lookup Lists – the values that are looked up in lists, such as party types, address types, case types, event types and locations, etc.
- Documents – electronic and printed samples of documents received and generated by your organization. Now is a good time to think about which documents can be consolidated or eliminated.

Once the Gap Analysis is complete, JTI will submit a formal acceptance. Once formal acceptance is received, the JTI team will begin configuration and development. This includes:

- Screens
 - Client will provide screenshots of their existing screens with labels and descriptions of elements
 - JTI will provide the Client with an overview of the starting point configuration and associated configuration documentation, also referred to as a Business Requirements Document (BRD).
 - JTI and Client will review BRD of the existing system.
 - BRDs will be updated to account for each gap identified.
 - Once all data elements are captured, the Client will sign a Notice to Proceed in the BRD.
 - JTI will configure the system to the specifications in the BRD
 - The Client will review updates to their configuration according to the BRD specifications.
 - If substantial changes or custom work are requested, an additional statement of work may be necessary.
- Lookup Lists
 - JTI will review the lookup list values provided in the lookup list worksheet with the Client. JTI will also review how to add additional values to the provided workbook with the Client.
 - Client will provide its lookup list values in the provided workbook.
 - JTI will load/update the lookup list workbook into the System configuration.

- Document Codes
 - JTI will review the Document Definition workbook with the Client.
 - Client will provide its document values for each case type.
 - JTI will load/update the document values into the System configuration.

- Directory
 - JTI will train the Client on directory management, including the setup of Client rooms and other facilities.
 - JTI will provide a directory load spreadsheet (for judges, staff, rooms, attorneys, officers, etc.)
 - Client will complete the spreadsheet.
 - JTI will load the directory with the Client's directory values.
 - Client will thereafter maintain its System directory.

C. EFM Development

We follow the Agile model of system development. The required changes can be made in two-week sprints. Instead of waiting a long time for changes to be done and then reviewing all of them together, this Agile methodology will allow for frequent reviews and adjustments.

All the EFM 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 Texas 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.

II. Integration of each participating court to the JTI Texas EFM

Each CMS vendor will implement the Texas EFile Standard XML Webservice calls in their CMS. JTI will provide all the documentation to the vendor to integrate to Texas eFile Standard.

A. Project Planning and Initiation

During this phase, the project schedule will be solidified, JTI/Client personnel will be assigned tasks. We will setup necessary instances of the system for purposes of Configuration, Testing and Production etc. default project templates (including Communication Plan, Risk Plan, Change Management Plan, Escalation Plan, and Acceptance forms) will be provided, and the foundation for communication and requirements gathering will be established. Risk identification and mitigation will be part of the project kickoff, project plan review process and then revised as part of the project management process throughout the project.

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Project Controls

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Provide Ongoing Project Management

JTI project management staff, configuration, and training will be a continual effort throughout the life of the project. We create a monthly status report by default, but our tracking tools allow for real-time tracking of configuration velocity and release schedules. The Client will need to manage their resources schedules and budgets, but the JTI project manager will manage JTI resources and configuration deliverables in accordance with the Scope of Work.

Track and Report Project Status

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 Client'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.

B. Court Policy Requirements

JTI will work with the court and document the requirements for each court's policy. Here we determine the case types, document types that the court wishes to accept for eFiling, and any other rules or validations that need to be implemented.

The project plan will be revised and updated based on the requirements.

C. Configuration

The EFM will be configured to implement each Court's court policy File.

D. Testing

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 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 Orders. 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 Orders could result in the extension of the project timeline.

Please see testing plan for further details.

E. Training

Conduct Training ("Train the Trainer")

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.

This task will be 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.

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.

Please see training plan for further details.

F. *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:

- Preparation of the Court's CMS environment, if used, to support production.
- The e-Filing solution being accepted and designated ready for use by JTI and the Court.

If each of these items 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.

G. On Boarding EFSPs

Whenever the JTI implementation team for that Court has (i) configured their EFM sufficiently and (ii) are comfortable to begin EFSP on-boarding, the Journal Technology eFiling team will setup two additional sites:

1. EFM Documentation Site

A website providing technical documentation on how to integrate with the Journal Technologies Electronic Filing Manager (EFM). This documentation site covers core concepts, has sample XML code and practice certification scripts.

2. EFM Sandbox Environment

A fully functional test EFM allowing on-boarding EFSPs to "practice" their interactions with the EFM.

Once an EFSP has spent sufficient time in the Sandbox environment and are confident in their technical filings, the EFSP may begin the certification process. For details, refer to EFSP Certification Process Document.

H. Go Live – Post Implementation Support

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.

I. Configuration Management

Any configuration changes to the court policy post deployment, will be treated as its own project and will follow the same process described in section II above.

Data Conversion Approach and Strategy

Using our tools and methodology, we have completed data migrations from the following databases: MS SQL, Alpha 4, Pervasive.SQL, bTrieve, EBCIDIC, Excel and comma delimited extracts.

Conversion Preparation

Before the conversion process begins, JTI and Agency will follow the steps below to prepare for conversion.

Prepare Environment for Source Data Analysis

To perform data analysis on legacy data, we will need an instance/copy of the production data for each of the legacy systems. The client will need to provide on-premise servers to store the conversion extracts.

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

The conversion of the Source database will be broken into the following logical areas:

- Case Data
- Financial Data (if applicable, balance forward only)
- Documents (if applicable)

The project plan developed by the JTI and Client Project Managers will include a set number of data conversion iterations

Create Data Description Document for Source Data

To understand the legacy system and its data structure, the Agency needs to provide the legacy system data description document for each of the legacy systems, which will include:

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

Create Conversion Testing Specifications

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

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

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

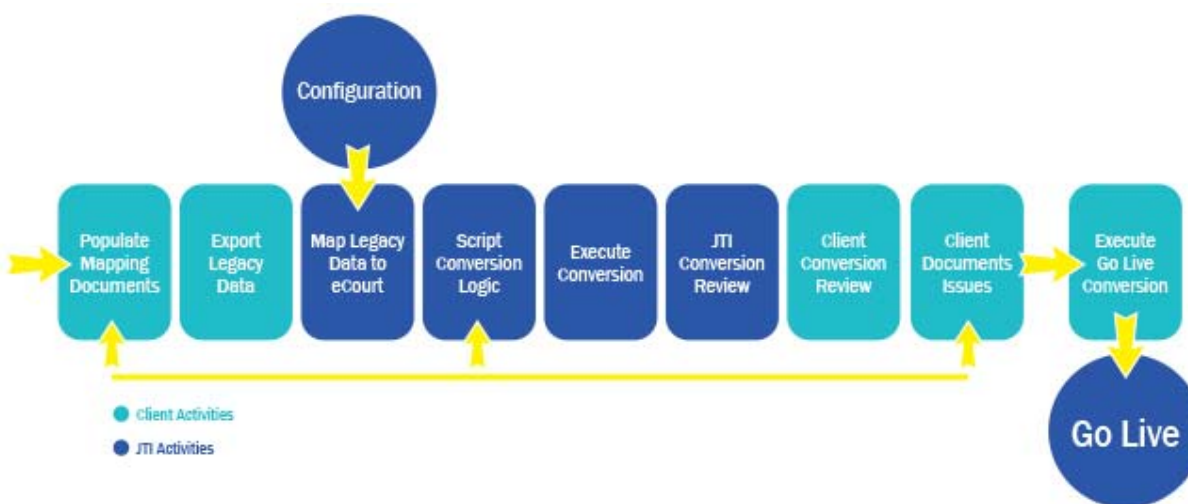
Analyze Source Data

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

- Data integrity issues
- Data cleansing effort required
- Recommendations for the extent of inclusion of data source/data element in the conversion
- Identify and document issues, risks and barriers that may interfere with the data conversion work stream
- Propose recommendations and options for mitigating the identified risks

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

Data Conversion Process



Populate Mapping Documents and Data Conversion Specifications

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

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

You will populate the Conversion Mapping Document (Columns A-E) with tables and fields identified in the Legacy System that need to be converted into eCourt. Copy the “Template” tab as this will maintain the formatting and create a new tab for each entity/table in the existing system. Be sure to flag the fields to Convert Y or N if you decide to export all the fields from your Legacy System but do not expect to convert them into eCourt.

Conversion Mapping Document

| A | B | C | D | E | F |
|--|---------------|----------|----------|--|---------------|
| Table Description: This Table contains the data related to Case. | | | | | |
| Source | | | | | |
| Source Table | Source Field | Datatype | Convert? | Comments/Questions | eCourt En |
| Case | CasType | Code | Y | Values are E and G what does this mean? Need List Values | case |
| Case | CasType | Code | Y | | case |
| Case | CasCaption | String | Y | | case |
| Case | CasCategory | Code | Y | | case |
| Case | CasCategory | Code | Y | | subcase |
| Case | CasRelName3 | String | Y | | case |
| Case | CasSource | Code | Y | | case |
| Case | CasDate | Date | Y | | case |
| Case | CasDate | Date | Y | | subcase |
| Case | CasUserDate | Date | Y | | case |
| Case | CasFilingType | Code | Y | | case |
| Case | CasFilingType | Code | Y | | subcase |
| Case | CasUserRef | String | Y | | case |
| Case | CasStatus | Code | N | | |
| Case | CasStatusDate | Date | N | | |
| Case | CasUserCode2 | Code | N | | |
| Case | CasDispDate | Date | Y | | dispositionDa |

You will populate the Code Table Mapping Document (Columns A-B) with tables and fields identified in the Legacy System that need to be converted into eCourt. These are codified values in the source system that will be mapped to codified values in lookup lists in eCourt. Copy the “Template” tab as this will maintain the formatting and create a new tab for each code lookup table in the existing system.

Code Table Mapping

| Code Table Description: This table contains the Address Types. | | | |
|--|-------------------|-------------|-------------------|
| Source | | eCourt | |
| Source Code | Source Label | eCourt Code | eCourt Label |
| 944110 | Business Address | BUS | Business Address |
| 943100 | Homeless | HLESS | Homeless |
| 941100 | Home Address | HM | Home Address |
| 981100 | Placement Address | JPLC | Placement Address |
| 931100 | Mailing Address | ML | Mailing Address |

Update Project Work Plan and Schedule

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

Export Legacy Data

You will provide an initial export of the data from the Legacy System based on the Conversion Mapping and Code Table Mapping documentation and import it to the eCourt Stage database in SQL Server on the Conversion Server.



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

Map Legacy Data to eCourt

JTI will map the Legacy Data to eCourt with your assistance.

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

Script Conversion Logic

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

The conversion scripts will:

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

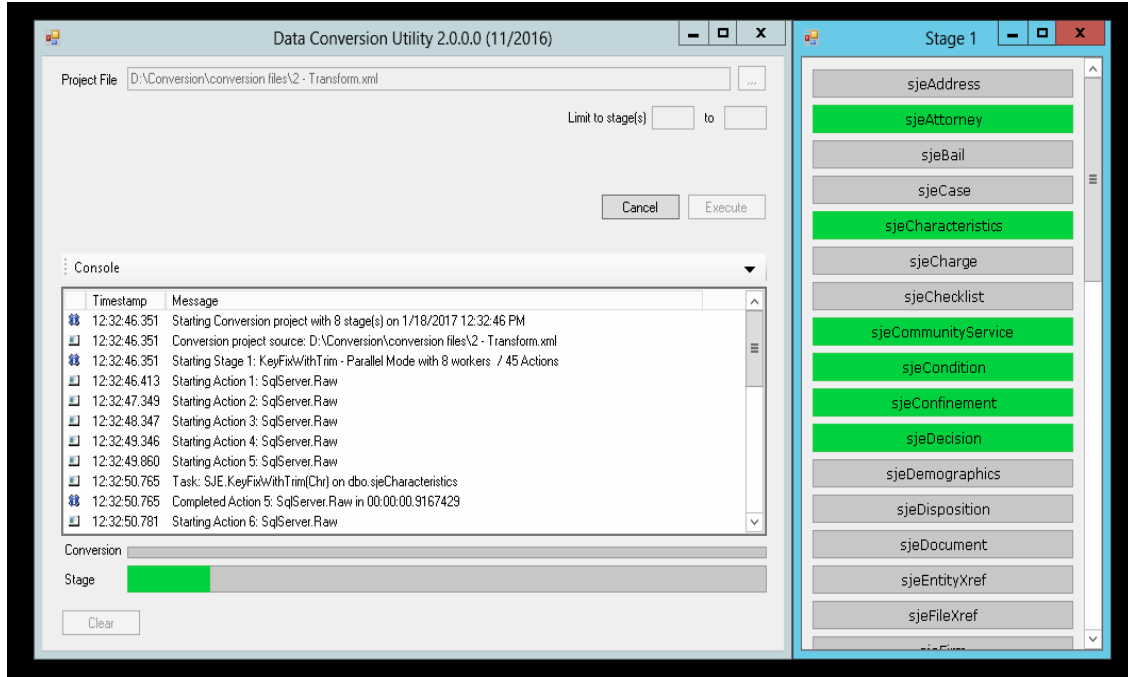
Execute Conversion

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

Data Conversion Utility

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

Data Conversion Utility user interface



Data Conversion Utility configuration

```
<!-- Case -->
<action handler="SqlServer.BulkCopyToSqlServer" desc="BulkCopy sjeCase to tCase" verbose="{verbose}" notifybatch="50000">
  <source database="{sql.staging.db}" schema="dbo" table="sjeCase">
    <bulkcopy useMappings="true" updateIds="true" idColumnName="tCase_id" whereColumnName="sjeKey">
      DECLARE @today datetime; SET @today = GETDATE();
      SELECT 1 as 'optlock', @today as 'dateCreated', @today as 'lastUpdated', 'conv' as 'createUsername', 'conv' as 'lastUpdateUsername',
        tCase_id, sjeKey, sjeDivFile, CasUserRef, CasSource, CasRelName3, CasRelName2, CasRelSalutation, CasCaption, CasDate_conv, caseType_conv,
        caseSubType_conv, CasFilingType_conv, CasCategory, CasUserData_conv, CasNumber, caseJurisdiction_conv, status_conv, @today as 'statusDate',
        CasDisposition, CasDispManner, CasDispDate_conv
      FROM dbo.sjeCase
    </bulkcopy>
  </source>
  < mappings>
    <mapping desc="required by eCourt" source="optlock" dest="optlock"/>
    <mapping source="sjeDivFile" dest="caseNumber"/>
    <mapping source="CasCaption" dest="caseName"/>
    <mapping source="CasDate_conv" dest="filingDate"/>
    <mapping source="caseSubType_conv" dest="caseSubType"/>
    <mapping source="caseType_conv" dest="caseType"/>
    <mapping source="CasFilingType_conv" dest="filingType"/>
    <mapping source="CasCategory" dest="category"/>
    <mapping source="CasUserData_conv" dest="originalFiledDate"/>
    <mapping source="CasNumber" dest="referenceNumber"/>
    <mapping source="caseJurisdiction_conv" dest="caseJurisdiction"/>
    <mapping source="status_conv" dest="status"/>
    <mapping source="statusDate" dest="statusDate"/>
    <mapping source="CasDisposition" dest="dispositionType"/>
    <mapping source="CasDispManner" dest="dispositionManner"/>
    <mapping source="CasDispDate_conv" dest="dispositionDate"/>
    <mapping source="CasSource" dest="filingAgency"/>
    <mapping source="CasUserRef" dest="dmvDocketId"/>
    <mapping source="CasRelName3" dest="ivrCaseNumber"/>
    <mapping source="CasRelName2" dest="ivrCitationNumber"/>
    <mapping source="CasRelSalutation" dest="c54prosecutingAgency"/>
    <mapping desc="metadata" source="dateCreated" dest="dateCreated"/>
    <mapping desc="metadata" source="lastUpdated" dest="lastUpdated"/>
    <mapping desc="metadata" source="createUsername" dest="createUsername"/>
    <mapping desc="metadata" source="lastUpdateUsername" dest="lastUpdateUsername"/>
  </ mappings>
  <destination database="{sql.ecourt.db}" schema="ecourt" table="tCase" creation="None" exists="SkipCreation"/>
</action>
```

Data Conversion Utility output - summary

Mapping Errors

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

Data Issues

1. Address records with blank ADDRESS_TYPE: 10403
2. Address records with blank US_STATE: 41
3. Address records without parent CAS removed: 50
4. Bail records with bad BAIL_TYPE: 16
5. Bail records with blank BAIL_STATUS: 1
6. Bail records with blank BAIL_TYPE: 2
7. Bail records without parent CAS removed: 19
8. Case records with bad CasDate values: 2
9. Case records with bad CasDispDate values: 2
10. Case records with bad CasLocationDate values: 1
11. Case records with bad CasStatusDate values: 1
12. Case records with bad CasStatusDate values: 6
13. Case records with bad CasUserData values: 46
14. Case records with blank CasCaption (caseName): 119
15. Case records with blank CASE_STATUS: 9
16. Characteristics records with bad CASE_SPECIAL_STATUS_TYPE: 3
17. Characteristics records with bad ChrUserData values: 35
18. Characteristics records with blank CASE_SPECIAL_STATUS_TYPE: 8

Data Conversion Output – detail

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

Data Conversion Utility – audit

```

Auditlog [2]
1  --Audit Counts 9/10/2015 Tulare-Conv is from eCourt production
2
3  --Case
4  Use [Tulare-Stage]
5  select count (*) from sjeCase WHERE CasType like '9%' -- 817145
6  use [Tulare-Conv]
7  select count (*) from ecourt.tCase -- 817145
8
9  --SubCase
10 Use [Tulare-Stage]
11 select (select count (*) from sjeSubCase where subsument in ('APD','APP','CRM','MHP')) +
12 (select count (*) from sjeCase where casType not like '91111%' and casType not like '91211%' and casType not like '91212%' and casType !=
13 '911310' and casType != '911410' and casType != '991150' and casType != '991160') as SubCaseCount -- 838263
14 use [Tulare-Conv]
15 select count (*) from ecourt.tSubCase -- 838263
16
17 --Vehicle
18 Use [Tulare-Stage]
19 select count (*) from sjeVehicle -- 401903
20 use [Tulare-Conv]
21 select count (*) from ecourt.tVehicle -- 401903
22
23 --Charge
24 Use [Tulare-Stage]
25 select count (*) from sjeCharge where ChgSubEnt = '' or ChgSubEnt is null and ChgParentEntType != 'CHG' -- 1878648
26 use [Tulare-Conv]
27 select count (*) from ecourt.tCharge -- 1878648
28
29 --Amended Charge
30 Use [Tulare-Stage]
31 select count (*) from sjeCharge where ChgParentEntType = 'CHG' -- 155612
32 use [Tulare-Conv]
33 select count (*) from ecourt.tAmendedCharge54 -- 155612
34
35 --Court Supervision
36 Use [Tulare-Stage]
37 select count (*) from sjeSubCase where SubSubEnt = 'SUP' -- 724
38 use [Tulare-Conv]
39 select count (*) from ecourt.tCourtSupervision -- 724
40
41 --Under Submission

```

Structured Query Language file length: 9,390 lines: 278 Ln: 15 Col: 1 Sel: 0 | 0 Windows (CR LF) UTF-8 INS

JTI Conversion Review

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

- Any exceptions and data integrity errors
- Spot check data in the application to look for any obvious errors
- When the data is checked, JTI will move a database backup of the converted data (eCourt Conv) into the Client's Conversion Review Environment.

Client Conversion Review

You will review the conversion to verify that the data has been converted per the signed-off Testing Specifications and mapping documents.

Client Documents Issues

You will provide written feedback according to the testing via the Conversion Issues List that follows:

- a. If the issue is related to missed logic defined in the signed-off mapping documents, it will be fixed in the next conversion iteration for your review.
- b. Any newly identified requirements will need to result in Change Requests documented by the JTI Project Manager.
- c. When the iteration meets the signed-off mapping documents and no outstanding Change Requests exist, the JTI Project Manager will request final sign-off on the conversion from you.



Note: Data clean-up activities should occur as part of the Legacy Data Export activities performed by you. The JTI Delivery team will notify you of data errors that surface during the data conversion and will work with you to discuss, decide on, and document strategies for dealing with bad data (fixing data manually, putting data that does not fit into a notes field, etc.) Decisions will be documented in either the Data Mapping documents or the Conversion Issues List.

JIRA Epic for conversion issues

The screenshot shows the JIRA interface for an Epic titled "Conversion" in the "King County District Court / KCDC-51" project. The epic is currently in the "BACKLOG" status with a "Medium" priority and "Unresolved" resolution. The description is "Epic to support KCDC conversion mapping activities".

Details:
 Type: Epic
 Priority: Medium
 Status: BACKLOG
 Resolution: Unresolved
 Labels: None
 Epic Name: Conversion

People:
 Assignee: Unassigned
 Reporter: Nicolas Kesler
 Votes: 0
 Watchers: 0

Dates:
 Created: 06/Jul/16 4:01 PM
 Updated: 1 minute ago

Issues in Epic:

| ID | Summary | Status | Assignee |
|----------|---------------------------------------|-------------|-----------------|
| KCD-569 | JIS Data Conversion | IN PROGRESS | Loren Mortensen |
| KCD-743 | Basic case data (Civil) | BACKLOG | Unassigned |
| KCD-570 | Audit Central Data Conversion | DJA REVIEW | Unassigned |
| KCD-571 | Exhibit Tracking Data Conversion | BACKLOG | Unassigned |
| KCD-572 | Core ECR | BACKLOG | Unassigned |
| KCDC-680 | Convert rather than ignore county | DONE | Loren Mortensen |
| KCD-682 | Verify Search Warrant Data Conversion | ASSIGNED | Loren Mortensen |
| KCD-749 | Accurate Defendant entries | BACKLOG | Loren Mortensen |

Conversion issue detail

The screenshot shows the JIRA issue detail page for the issue "Convert rather than ignore county" (ID: KCDC-680) in the "King County District Court / KCDC-680" project. The issue is a "Task" with "Low" priority and is in the "DONE" status with a "Done" resolution. The description explains that the county was originally marked as "do not convert" but is now being converted for reporting purposes.

Details:
 Type: Task
 Priority: Low
 Status: DONE
 Resolution: Done
 Labels: None
 Epic Link: Conversion

People:
 Assignee: Loren Mortensen
 Reporter: Craig Powers
 Votes: 0
 Watchers: 0

Dates:
 Created: 10/Oct/16 5:19 PM
 Updated: 14/Nov/16 12:02 PM
 Resolved: 14/Nov/16 12:02 PM

Agile:
 Active sprint: KCDC Interfaces Sprint 1 ends 29/Jul/16

Activity:

- Craig Powers created issue - 10/Oct/16 5:19 PM
- Craig Powers made changes - 10/Oct/16 5:19 PM

| Field | Original Value | New Value |
|-----------|----------------|---------------|
| Epic Link | | KCDC-51146651 |

Conversion detail activity

The screenshot displays the JIRA interface with a navigation bar at the top containing 'Dashboards', 'Projects', 'Issues', 'Capture', 'Boards', and 'Create'. A search bar is located on the right side of the navigation bar. The main content area shows a list of activity items:

- Loren Mortensen added a comment - 08/Nov/16 2:12 PM**
Amy Watrous
I went ahead and mapped this field to Address.county.
- Amy Watrous added a comment - 08/Nov/16 2:15 PM**
That sounds good. I don't think you need anything further from me on this, correct?
- Amy Watrous made changes - 08/Nov/16 2:15 PM**
Assignee: Amy Watrous [awatrous] | Loren Mortensen [loren.mortensen]
- Amy Watrous made changes - 08/Nov/16 2:15 PM**
Status: Backlog [10004] | In Progress [3]
- Loren Mortensen added a comment - 09/Nov/16 1:37 PM**
Amy Watrous
Yep, I don't need anything else on this one.
- Loren Mortensen made changes - 09/Nov/16 1:51 PM**
Status: In Progress [3] | Review/Testing [10600]
- Loren Mortensen made changes - 14/Nov/16 12:02 PM**
Resolution: Done [10000] | Done [10001]
Status: Review/Testing [10600] | Done [10001]
- Mary Rachel Kostreva made changes - 21/Nov/16 12:36 PM**
Workflow: Software Simplified Workflow for Project KCDC [28405] | Copy of Software Simplified Workflow for Project KCDC [34371]

At the bottom of the activity list, there is a 'Comment' button.

Testing

We will work with you to provide a testing plan which will allow for complete end-to-end system testing. The detailed testing plan will be developed after the configuration has been completed; you need to have the configurable screens and workflows before you determine how to test the new processes. We will conduct all of the unit testing, integration testing, functionality testing and performance testing related to the system and the code.

We will configure the system, however the end-to-end system testing and development of use cases for user acceptance will be the responsibility of the agency. We will however support the development of these user/test scenarios.

Our quality assurance and testing practices combine an adherence to industry standards along with a comprehension of the flexibility necessary to successfully implement and upgrade clients with unique business requirements.

Whenever we deploy a new version of our software, professional QA department with staff run typical quality assurance tests such as:

- Black box testing based on requirements and functionality.
- White box testing based on knowledge of the internal logic of the code.
- Unit testing to test particular EFM functions or code modules.
- Integration testing of combined parts of EFM (workflow, calendar, etc) to determine if they function together correctly.
- Integration testing of external interfaces.
- Performance testing to ensure EFM performs under stress.
- User acceptance testing to determining if EFM is satisfactory to an end-user.

Performance Testing for the software

We consider performance testing to be a “catch all” phrase that generally refers to a set of tests that involve measuring various types of system performance while the system is under load, stress, high volume, etc. conditions. The relevant performance testing methodologies used in the development of EFM are as follows:

Internally, EFM uses LoadRunneR and Grinder to simulate clients and conduct performance tests. This is an iterative process and the goal is to achieve as high a CPU utilization as possible. If the CPU utilization doesn't increase (and hasn't yet peaked) with the addition of more users, we stop and look for bottlenecks (in the database or the application). Ideally, the CPU utilization (at steady state) is usually in the 90-95% range. Although throughput won't increase with the addition of more load, response times will increase as more clients are added. The throughput at this point determines the capacity of the hardware.

Since EFM is a configurable system and a lot of functionality will be configured specifically for the court, we will support the court in the development and execution of a plan to cover system testing, integration testing, performance testing, security testing, UAT, load testing and benchmark testing. We will configure the system for the court, however the end to end system testing and development of use cases for user acceptance will be the responsibility of the court. We will however support the development of these user/test scenarios.

During User Acceptance Testing (UAT), we will work closely with you to ensure the configuration and related interfaces are rigorously tested prior to acceptance and production cutover. We propose some of the following approaches, processes, tools and methodologies in support of UAT:

Strategy and Planning

The testing strategy will be considered early in the engagement to remain consistent with the overall project plan and ensure sufficient resources from the client will be available to participate in the testing effort. The test plan, developed with the client to ensure input and agreement, will include sections such as scope, schedule, test scripts, script execution and defect resolution processes, testing tools, resources and responsibilities, reports, and acceptance criteria.

Script Development

Test scripts will be developed with the client to ensure the product goes through a balanced testing program that includes end-to-end business processes as well as targeted testing for interrelated features such as security and interfaces. The scripts will be loaded into a central test management tool to facilitate script updates. Functional requirements will be mapped to test scripts to ensure complete coverage during the test execution phase. We will also work with the client to determine and load any test data needed in the system prior to execution of specific test scenarios.

Execution and Defect Resolution

Wide client participation during the test execution phase is an opportunity to identify obscure issues as well as encourage system adoption. Regular communication with participants, including an orientation on test management tools and testing processes, will be provided to client resources who will serve as testers during this phase. Testers will execute assigned scripts and log defects in defined cycles, and then retest the fixed defects in subsequent cycles. Regression testing will also be conducted to ensure the product remains stable after each build.

Testing Reports

Standard testing reports will be produced for the project team to track progress, status, and highlight any issues requiring management attention.

Operational Readiness Testing

A detailed cutover plan will be developed in conjunction with the overall engagement plan, but our proposed process for Operation Readiness Testing is to begin in parallel with UAT. While UAT is conducted in the training environment, we can begin addressing certain requirements in the production environment that are not dependent on the final configuration from UAT, such as connectivity to scanners and printers; connectivity to DMS; connectivity to 3rd party interfaces; loading users and their security profiles; and performing realistic load, performance and failover tests on the application, network and hardware. Once UAT is complete, the configuration from the testing environment will be migrated to the production server where 3rd party interfaces, connectivity to peripherals, and the go-live configuration will be retested to ensure the entire application is functioning as expected. Final cutover activities will occur the weekend before the go-live date, when the client can make a go/no go decision.

User Acceptance Entry and Exit Criteria

We propose the entrance criteria for a specific test cycles should include a stable system, the appropriate test data has been pre-loaded into the database, and communication to client staff has been delivered to discuss the schedule and objectives of the test cycle and script assignments. Exit criteria for the cycle should include the complete execution of assigned scripts. The client should expect a small pause between cycles to refresh the data (if needed) and remediate issues found during the previous cycle, thereby becoming entrance criterion for the next cycle. Final acceptance criteria should include at least one execution of the defined test scripts and the resolution of all issues found during testing deemed critical for go-live.

Training Plan

Training begins with the EFM demonstrations and the subsequent involvement of agency subject matter experts and supervisors who must also understand the issues that matter to the end users. Because EFM is configurable, your staff will not be “forced” into using a system that doesn’t meet their expectations.

We will jointly consider the “concerns” of those who will have much to do with the successful implementations. Just like any other risk, the implementation staff must continually work to reduce the anxieties caused by change. We will use periodic Conference Room Pilot demonstrations to communicate the progress and seek input from those who will make the system work. This is also one way we evaluate the readiness of users.

With involvement in the implementation process, we expect all initial concerns will melt away. People want to eliminate the repetitive nature of their work day and efficiently dispatch their responsibilities while using modern technology.

Training will be integrated into all facets of configuration and implementation. Training begins day one. The more you do, the more you learn! Then you will be able to configure the areas of EFM that need to change when your business processes change, and provide first level support for your users from day one.

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

We have never seen an IT person who didn’t want to use EFM because it incorporates the latest technology that all want to get their hands on. They recognize that they are able to provide more service to the agency and participate in solving the issues of change without being dependent on the software provider. The IT staff will be trained during the configuration processes.

We provide direct training for those with specialties, including accounting personnel. Since the agency’s staff will be deeply involved in the configuration and workflow processes, from these sessions will come a jointly developed end-user training program tailored to your configured screens, processes and procedures. And this staff must have a major role in end-user training because the end-users need to know their trainers. Knowing where to go with questions reduces anxieties which can cause projects to fail especially during the first days after the go-live.

Management Plans

Communications Management Plan

The Communications Management Plan sets the communications framework for the project. It serves as a guide for communications throughout the life of the project and will be updated as communication needs change. The plan identifies the communications approach, communication objectives, enabling objectives, key messages, roles, channels, and communication activities. Activities will be progressively updated as new communication needs are determined, responding to needs and opportunities.

The Communications Management Plan supports the Organizational Change Management Plan.

Communications Approach

We will capitalize on existing communications channels and resources, strengthen what works, and develop new ones.

Timing for communication activities is aligned with project milestones. Emphasis for the first stage of the project (procurement) is on internal stakeholders (Judiciary, Prosecutors, Defenders, and NC AOC staff) and at a higher level for influential external stakeholders.

For example: Executive Management Team (EMT), Senior Managers and Line Supervisors are existing agents through which information is cascaded to staff and external stakeholders. An enabling objective of this communications plan is the creation of a *Toolkit for Communications*.

This repository includes messages, presentations, video clips, scripts, and templates - “artifacts” available for immediate use by EMT, Senior Managers and Line Supervisors. The repository will create assists with consistent messaging and contributes to developing individual leadership skills and building capacity for organizational sustainability.

We will ensure that there is an abundance of communication between departments in the NC AOC, Courts, Prosecutors, Defenders, and JTI, particularly through meetings (both in-person and electronically). We will capture points to communicate externally and internally after these meetings to assist with message consistency and to identify opportunities to raise awareness, manage expectations, and coordinate calls to action.

Communication Objectives

Our Communication Objectives are:

1. Raise awareness about the project
2. Manage expectations about change
3. Facilitate behavioral change

Supporting Objectives

Enabling objectives are in support of the goal. These include:

- Raise awareness of Judiciary, court staff, and external stakeholders about the project via direct and indirect engagement and pushing out information regularly via various means (e.g. information sessions, presentations).
- Manage internal expectations as the project progresses by providing information that is tailored and directed and deposited into easy-to-access places and timed, where appropriate, to project milestones.
- Ensure communication is kept effective, by identifying and developing communication agents/champions to cascade information and retrieve feedback periodically.
- Equip communication agents/champions by progressively developing content (video clips, *PowerPoint* presentations, stock images, scripts, checklists, etc.) for a *Communications Toolkit*.
- Keep stakeholders and public informed by maintaining a website-based publicly accessible *Fact Checker*, which records progressively key developments (including rule changes and procedural changes) and also an interactive *Frequently Asked Questions* page where questions are taken and answers are published.
- Promote achievements through targeted mainstream and specialist media.
- Encourage “fun in change” through organizational recognition of desired behaviors and changes.

Communication Activities and Artifacts

These are specific activities derived from enabling objectives, progressively adjusted as needs arise. The activities are reviewed and reiterated each quarter and checked against each milestone event. Communication “artifacts” or materials convey key messages. The materials include video clips, *PowerPoint* presentations, electronic-based and text-based items. Each item requires a production time. Once completed, artifacts are stored in a *Communications Toolkit* for EMT, Senior Managers and Supervisors to use to cascade key messages to stakeholders and staff.

Audiences

As a major project, NC AOC has a number of stakeholders who require different information at different times. These key audiences have been summarized below along with the key information they need to know.

| Audience | Information They Need |
|---------------------------|---|
| Governing (Project) Board | <p>The vision & scope (“A statewide system used to collect, store and process court matters electronically, ensuring delivery of the right information to the right people at the right time. A system that accommodates the electronic use of documents throughout the entire system, and transition the courts, prosecutors and defenders from paper based to digital court files with print on demand. The judicial process aims to be known as accessible, at any time, from any location.”)</p> <p>Project timelines, budget, risks & issues</p> <p>Project status</p> <p>Information on which to base decisions</p> <p>Decisions to be made</p> |
| eCourt Working Group | <p>Project vision and scope</p> <p>Project timelines, budget, risks & issues</p> <p>Project status</p> <p>Project strategy and tactics</p> <p>Information on which to base recommendations to Governing (Project) Board</p> <p>Decisions to be made</p> |

| | |
|---------------------------------------|--|
| Judiciary | <p>Project vision and scope</p> <p>Project timelines and status</p> <p>Potential impacts on in-court processes and in chambers</p> <p>Impacts on support staff</p> <p>Opportunities to engage/input</p> |
| Roles in scope for implementation | <p>Project vision and scope</p> <p>Project timelines and status</p> <p>Expected changes to work processes</p> <p>Direct impacts on them</p> <p>What training is available required and when</p> <p>Opportunities to engage/input</p> |
| Roles out of scope for implementation | <p>Project vision and scope</p> <p>Project status</p> <p>Expected changes to the organization</p> <p>Indirect and direct impacts on them</p> <p>Opportunities to engage/input</p> |
| Legal Profession | <p>Vision and project scope, in broad terms</p> <p>When changes can be expected</p> <p>How to engage/input</p> <p>What new services will be available, when and how to use them</p> |

| | |
|---|--|
| Project Team | <p>Project vision and scope, timelines, budget, risks and issues</p> <p>Project status, deadlines and reporting processes</p> <p>Standards to be applied</p> <p>Considerations being undertaken by eCourt Working Group</p> <p>Decisions made by Governing (Project) Board</p> |
| Evaluation Team Subject Matter Experts | <p>Project vision and scope</p> <p>Evaluation process and timetables</p> <p>Expectations</p> <p>What is public knowledge</p> |
| Partner Agencies | <p>Project vision and scope</p> <p>Impact on agency interfaces</p> <p>Project timelines</p> <p>Changes to business processes</p> <p>All relevant documents</p> |
| Staff & Industrial Representatives | <p>Project vision and scope for implementation</p> <p>Measures ensuring staff wellbeing during change process</p> <p>Training</p> |
| Media including specialist media and general public | <p>Project vision</p> <p>Achievements in milestones</p> <p>How to keep informed via Web and social media (NC AOC's Twitter, Facebook, and YouTube accounts)</p> |

Messages

Some messages will apply for the life of the project. Some will be routine (contained in reports, updates, letters to potential vendors, experts) which relate specifically to the project in its

operational phases. These operational messages will be drafted and managed by the Project Manager and will be recorded with the operational documentation they relate to.

Other messages will be broader than the technical aspects of the project. These broader messages will be deposited progressively in a *Communications Toolkit*, for re-use/editing to suit target audiences as they progress through the stages of change (denial, resistance, exploration, hope, commitment) caused by the transition. The process involved in the initiation and delivery of these broader messages is discussed below.

Key Messages

Key messages are underpinned by themes, as follows:

1. The public and stakeholders expect a modern justice system that works with the tools of the times.
2. The Courts are changing.
3. The State Government has shown its support by providing funding for the eCourt project.
4. The Courts are creating a model court service that is transparent, easier to access, any time and from anywhere.
5. The legal profession will have a significant role in the transformation of the administration of justice.
6. The Courts will lead and will work cooperatively with government, legal profession/key stakeholders to deliver a model court to the public.
7. Changes will take place during the next several years.

Key Message Texts

Texts will be developed from agreed themes for key messages. These include a “30 second elevator speech” (What is happening? What people should think about us?); a text for staff involved in confidential aspects of eCourt project procurement; and draft text for significant stakeholders within the Court. As stated earlier, messages will be progressively drafted to suit audiences as the audience members pass through the psychological stages of adjusting to change and will be deposited in the project *Communications Toolkit*.

Message Management

Messages are initiated by those with responsibility for them. Assistance is provided where appropriate by the Executive Director, Strategy and Court Operations, the Director of Project, the Manager, and the Media and Communications Manager.

Once initiated, the message is tested against the *Stakeholder Management Plan* and, where time permits, tested against selected audience sample groups.

The message is proofed (fact checking and grammatical/spelling errors). It is authorized for release and this fact noted in a Communications Log, and, where appropriate, a Stakeholders Log. It is delivered and this fact noted (along with a copy or link) in the Communications Log and, where appropriate, the Stakeholders Log.

Communications Channels

The NC AOC project will use existing communication channels and create new ones to suit the needs of similar projects and the NC AOC Project. For NC AOC, the channels will be reviewed and adjusted when communications activities are routinely reviewed.

Meetings

- Existing routine meetings (internal, virtual or in person)
- Existing routine meetings with stakeholders (external committees, working groups)

Face-to-face

- Private
- Face-to-face public (group briefings, dynamic presentations, specialist information sessions)

Electronic

- Central dedicated page with dynamic material
- Email (global, team, individual)
- Fact Checker – interactive, your questions answered
- Twitter and Facebook

Video

- Clips, stored on demand internally
- YouTube Channel (NC Courts)

Media

- Mainstream (media releases –prepared stories, invited interviews)
- Specialist (media releases – prepared stories, invited interviews)

Written

- Project newsletter
- Briefings
- Posters
- Counter leaflets
- Checklists
- Reports
- FAQ
- Guides and manuals

Communication Roles And Responsibilities

| Roles | Responsibility |
|--------------------------------------|--|
| Executive | <ul style="list-style-type: none"> ● Initiate and deliver messages (internally and externally) ● Assist Governing Board members in global messaging |
| Project Director | <ul style="list-style-type: none"> ● Overall accountability for the <i>Communications Management Plan</i> ● Initiate and deliver project-specific and technical messages ● Assist Director with significant internal and external messaging |
| Project Manager | <ul style="list-style-type: none"> ● Initiate and deliver project-specific and technical messages ● Assist Project Director, as required, with significant internal and external messaging which is technical in nature |
| Media and Communications Manager | <ul style="list-style-type: none"> ● Prepare and maintain the Communications Plan, with quarterly review and update of communications activities ● Assist with message drafting, internal external and at all levels, as required ● Develop/assist with development of associated communication artefacts ● Manage media communications ● Manage Communications Log |
| Court, Prosecutor, Defender Managers | <ul style="list-style-type: none"> ● Share information on project developments with Judicial officers, Assistant Prosecutors, and Assistant Defenders in their Court/Agency |
| Other Executives and Supervisors | <ul style="list-style-type: none"> ● Initiate cascade process of information to staff ● Collect feedback from staff and where appropriate, report any significant gaps understanding to Project Director |

| | |
|------------|--|
| Line Staff | <ul style="list-style-type: none"> • Cascade information as requested by Executive Directors to staff |
|------------|--|

Communication Matrix

The following communication matrix details project management specific communications required throughout the project.

| Target Audience | Key Messages / Information Required | Communication Channel | Person Authorised to Provide Information | Frequency of Communication |
|-----------------|--|--------------------------------------|--|----------------------------|
| Project Board | Highlight Report | Document | Project Director | Monthly |
| Project Board | Exception Report | Document | Project Director | As Required |
| Project Board | Independent Project Assurance Report | Document | Independent Project Assurance Advisor | Monthly |
| Working Group | Project Status including risks, issues, documents for review, decision making. | Meeting Document Presentations | Project Director | Fortnightly |

Cutover and Transition Plan

A detailed cutover plan will be developed in conjunction with the overall engagement plan, but our proposed process for Operation Readiness Testing is to begin in parallel with UAT. While UAT is conducted in the training environment, we can begin addressing certain requirements in the production environment that are not dependent on the final configuration from UAT, such as connectivity to scanners and printers; connectivity to DMS; connectivity to 3rd party interfaces; loading users and their security profiles; and performing realistic load, performance and failover tests on the application, network and hardware. Once UAT is complete, the configuration from the testing environment will be migrated to the production server where 3rd party interfaces, connectivity to peripherals, and the go-live configuration will be retested to ensure the entire application is functioning as expected. Final cutover activities will occur the weekend before the go-live date, when the client can make a go/no go decision.

A sample Cutover Plan follows.



Journal
Technologies

**Production Cut-Over Plan
(Civil Limited)**

| | |
|----------------------|---------------------------------------|
| Project Name: | LASC Civil Limited CMS Implementation |
|----------------------|---------------------------------------|

| Version | Date Created/Changed | Change Description |
|---------|----------------------|--------------------|
| 1.0 | 5/25/17 | |
| | | |

Notice to Proceed

I have read this document and have reviewed it with the project sponsor and other appropriate stakeholders within my organization. By signing I agree to abide by the document and give authorization for all work to be performed according to the document as specified below.

Signatures

Signature of Client Project Manager Date

Signature of JTI Project Manager Date

Printed Name of Client Project Manager

Printed Name of JTI Project Manager

Overview

This document contains the Production Cutover Plan for the Los Angeles Superior Court (LASC) e-court deployment. The production cut-over plan consists of a Task list and timeline

- Production Cutover Plan, including:
 - Task list and timeline, which includes;
 - Logical order of cutover activities (interdependencies between tasks)
 - Owner, backup owner
 - Start time, check points, end time
 - Interdependencies
 - Preconditions
 - Cross task communication
 - LASC and Contractor resources required for production cutover
 - LASC and Contractor roles and responsibilities
 - Deployment checklist

This document covers the following deliverable listed in the JTI-LASC Statement of Work:

- 5.7.1.1 Production Cut-Over Plan

LASC CIVIL LIMITED CMS IMPLEMENTATION- Production Cut-Over Plan

1. Task list and Timeline

| Task # | Complete | Task | Start Date | End Date | Start Time | End Time | Duration (Hr.) | Predecessor | Responsible/ Accountable | Back-up | Communication Protocol | Critical Path |
|---------------------------|----------|---|------------|-----------|------------|----------|----------------|-------------|--------------------------|---------|------------------------|---------------|
| PRODUCTION CUTOVER | | | | | | | | | | | | |
| 1 | | Notify Sonant to cutover Court Reservation System | 7/27/2017 | 7/27/2017 | 5:00pm | 5:15pm | :15 | | Reyes | | | Y |
| 2 | | Send out Service Center Notification 1 | 7/27/2017 | 7/27/2017 | 5:00pm | 5:15pm | :15 | | Briscoe | | | Y |
| 3 | | Send out Service Center Notification 2 | 7/27/2017 | 7/27/2017 | 5:00pm | 5:15pm | :15 | | Briscoe | | | Y |
| 4 | | Bring down and restart PRD | 7/27/2017 | 7/27/2017 | 5:15pm | 7:15pm | 2:00 | 1, 2, 3 | Gupta | | | Y |
| 5 | | Prevent user access to CIVAS | 7/27/2017 | 7/28/2017 | 5:15pm | 2:15pm | 21:00 | 1, 2, 3 | Lin Young | | | Y |
| 6 | | Prevent user access to LACAS | 7/27/2017 | 7/28/2017 | | | | 1, 2, 3 | David Ni | | | Y |
| 7 | | Extract data from CIVAS | 7/27/2017 | 7/28/2017 | | | | 5 | Young | | | Y |
| 8 | | Extract data from LACAS | 7/27/2017 | 7/28/2017 | | | | 6 | Ni | | | Y |
| 9 | | Provide Legacy extracts to JTI | 7/27/2017 | 7/28/2017 | | | | 7, 8 | Gupta | | | Y |
| 10 | | Send notification that CIVAS data extract is complete | 7/28/2017 | 7/28/2017 | 2:15pm | 2:15pm | 0:00 | 7 | Young | | | Y |
| 11 | | Send notification that LACAS data extract is complete | 7/28/2017 | 7/28/2017 | 2:15pm | 2:15pm | 0:00 | 8 | Ni | | | Y |
| 12 | | Generate and deliver small claims case summary data | 7/28/17 | 7/28/17 | 5:00pm | 5:30pm | :30 | | Jezerinac | | | |
| 13 | | Take down eCourt Prod / Small Claims | 7/28/17 | 7/28/17 | 5:30pm | 5:45pm | :15 | 12 | Jezerinac | | | |
| 14 | | Extract eCourt Small Claims Data | 7/28/17 | 7/28/17 | 5:45PM | 8:45pm | 3:00 | 13 | Coughlin | | | |
| 15 | | Central Trust Extract | 7/27/2017 | 7/27/17 | 5:00pm | 5:30pm | :30 | 1, 2, 3 | Norman | | | N |
| 16 | | Generate current Trust report | 7/28/2017 | 7/28/2017 | 8:00am | 5:00pm | 9:00 | 4 | Corral | | | N |
| 17 | | Verify data from current Trust report | 7/28/2017 | 7/28/2017 | 8:00am | 5:00pm | | 15 | Corral | | | N |
| 18 | | Send notification that PRD TRUST data extract is complete | 7/28/2017 | 7/28/2017 | 5:00pm | 5:00pm | 0:00 | 16 | Corral | | | N |
| 19 | | Complete JTI Data Conversion (CIVAS) | 7/28/2017 | 7/29/2017 | 2:15pm | 10:15am | 20:00 | 10, 11 | Coughlin | | | Y |
| 20 | | Complete JTI Data Conversion (LACAS) | 7/28/2017 | 7/29/2017 | | | | 10, 11 | Coughlin | | | Y |
| 21 | | Complete JTI Data Conversion (PRD Trust) | 7/29/2017 | 7/29/2017 | 10:15am | 1:15pm | 3:00 | 15, 16, 17 | Mehta | | | Y |
| 22 | | Move eCourt conversion back-up to production server | 7/29/2017 | 7/29/2017 | 1:15pm | 3:15pm | 2:00 | 21 | Coughlin | | | Y |

LASC CIVIL LIMITED CMS IMPLEMENTATION- Production Cut-Over Plan

| | | | | | | | | | | | | |
|---------------------------|--|--|-----------|-----------|---------|---------|----------|-------|------------|--|--|---|
| 23 | | Merge and Config Changes | 7/29/2017 | 7/29/2017 | 3:15pm | 6:15pm | 3:00 | 22 | Jezerinac | | | Y |
| 24 | | Complete verification of the eCourt production server | 7/29/2017 | 7/29/2017 | 6:15pm | 8:15pm | 2:00 | 23 | Coughlin | | | Y |
| 25 | | Send notification that data verification process is complete | 7/29/2017 | 7/29/2017 | 8:15pm | 8:15pm | 0:00 | 24 | Rochon | | | Y |
| 26 | | Change Daily extract to new folder for interface | 7/29/2017 | 7/29/2017 | 8:15pm | 8:30pm | :15 | 24 | Jezerinac | | | Y |
| 27 | | Provide full case summary extract to Court | 7/29/2017 | 7/30/2017 | 8:30pm | 10:30am | 14:00:00 | 26 | Jezerinac | | | N |
| 28 | | Point eCourt to Production FileNet | 7/29/2017 | 7/29/2017 | 8:30pm | 8:45pm | :15 | 24 | Jezerinac | | | Y |
| 29 | | Activate eCourt to push to production FileNet | 7/29/2017 | 7/29/2017 | 8:45pm | 9:00pm | :15 | 24 | Jezerinac | | | Y |
| 30 | | Perform Trust data validation | 7/29/2017 | 7/29/2017 | 8:15pm | 11:15pm | 3:00 | 25 | Corral | | | Y |
| 31 | | Perform CIVAS data validation | 7/29/2017 | 7/29/2017 | 8:15pm | 11:15pm | 3:00 | 25 | CMS SMEs | | | Y |
| 32 | | Perform LACAS data validation | 7/29/2017 | 7/29/2017 | 8:15pm | 11:15pm | | 25 | CMS SMEs | | | Y |
| 33 | | Enter initial Limited Civil records in Production eCourt | 7/29/2017 | 7/29/2017 | 8:15pm | 11:15pm | | 25 | Kakihara | | | Y |
| 34 | | Enter initial Limited Civil minute orders in Production eCourt | 7/29/2017 | 7/29/2017 | 8:15pm | 11:15pm | | 25 | Kakihara | | | Y |
| 35 | | Verify FileNet interface | 7/29/2017 | 7/29/2017 | 8:15pm | 8:45pm | :30 | 25 | French | | | Y |
| 36 | | Verify CFRS deployment | 7/29/2017 | 7/29/2017 | 8:15pm | 8:45pm | :30 | 25 | Jin | | | Y |
| 37 | | Verify Bar Association Attorney Update integration | 7/29/2017 | 7/29/2017 | 8:15pm | 8:45pm | :30 | 25 | Jezerinac | | | Y |
| 38 | | GO / NO-GO | 7/29/2017 | 7/29/2017 | 11:15pm | 11:30pm | :15 | 30-37 | Court | | | Y |
| WEEKEND WORK | | | | | | | | | | | | |
| 39 | | Enter previous days' work into eCourt | 7/30/17 | 7/30/14 | 8:00am | ? | ? | 38 | Ops Admins | | | |
| 40 | | Balance tills and bookkeeping | 7/30/17 | 7/30/17 | ? | ? | ? | 39 | Bookkeeper | | | |
| 41 | | Process the full case summary extract received from JTI | 7/30/17 | 7/31/17 | 10:30am | 7:30am | 21:00 | 27 | Gupta | | | |
| 42 | | Compile Cutover after action report | 7/31/17 | 7/31/17 | 8:00am | 12:00pm | 4:00 | 38 | Rochon | | | |
| POST GO-LIVE TASKS | | | | | | | | | | | | |
| 43 | | Produce CIVAS index of purged/destroyed cases | | | | | | | Young | | | |
| 44 | | Produce LACAS index of purged/destroyed cases | | | | | | | Ni | | | |
| 45 | | Update CIVAS user access to read only access | | | | | | | Young | | | |
| 46 | | Update LACAS user access to read only access | | | | | | | Ni/Cabrera | | | |

Issue/Change Order Management Plan

Overview

Issues may arise in all phases of the project lifecycle as a result of unmediated disputes, unaddressed concerns, or decisions that remain unresolved. If not managed, issues can result in severe impacts to the project. The Issue Management Plan defines the approach for the identification, analysis, and management of project issues.

The purpose of this Issue Management Plan is to define and communicate the process and procedures for managing issues. It is designed to provide the project team with an understanding and guide to issue management for the project to ensure that unanticipated issues and corresponding action items are assigned, tracked, and monitored to resolution.

Issue Management Approach

Both the Court and Journal Technologies are responsible for contributing to the identification and resolution of issues. Regardless of the source of identification, issues must be communicated promptly to the appropriate decision makers, so that the issues are driven to closure quickly and completely and do not delay or otherwise negatively impact the project. The issue management process consists of seven steps:

1. Issue Identification
2. Issue Tracking
3. Issue Validation and Assignment
4. Issue Analysis
5. Issue Escalation
6. Issue Monitoring
7. Issue Closure

Issue Identification

An issue is a situation, problem or concern that has occurred or that will definitely occur and must be addressed immediately for progress to continue. Issues are differentiated from risks, which are potential conditions or events that *may* impact the project in the future and must be mitigated so as to not have a future impact. Issues may eventually become risks if they are not effectively closed or resolved.

The project team will use the guidelines listed in Exhibit 1 to distinguish between issues and risks.
Exhibit 1: Issue Identification

| Term | Definition and Characteristics |
|-------------|--|
| Issue | <ul style="list-style-type: none">● An issue is an actual problem or concern that exists now and is not settled.● An issue is a problem or matter in dispute that, if not resolved, will have an adverse impact on the project.● Resolution of an issue may require analysis of the source of the issue and alternatives, followed by an explicit decision.● The resolution process may also require input and consensus from multiple members of the team. |

| | |
|------|--|
| Risk | <ul style="list-style-type: none"> ● A risk is an uncertain event, condition or problem that may occur in the future. |
|------|--|

Issue Tracking

All project team members will participate in the identification of issues. Once identified, all issues will be recorded in the SharePoint Project Team Issue Log with the information listed in Exhibit 2.

Exhibit 2: Issue Tracking

| Item | Description or Values |
|-----------------------|---|
| Project | Name of Project |
| Project Case Category | Project Case Category Values: <ul style="list-style-type: none"> ● All Categories ● Civil Unlimited ● Civil Limited ● Small Claims ● Financials |
| Issue ID | Identification number assigned to the issue. |
| Issue Title | Brief title descriptive of the issue. |
| Issue Description | Description of the issue. |
| Issue Type | Issue Type Values: <ul style="list-style-type: none"> ● Application Development ● Budget ● Business Process – Financial ● Business Process – Operations ● Change Management ● Configuration ● Database ● Implementation ● Integration ● Infrastructure ● Performance – System ● Policy ● Procurement ● Project Management ● Quality Assurance ● Resources – Court ● Resources – Journal Technologies ● Schedule |
| Issue Priority | Issue Priority Values: <ul style="list-style-type: none"> ● Critical ● High ● Medium ● Low |
| Issue Status | Date of status followed by the following Issue Status value: <ul style="list-style-type: none"> ● Identified Entries will be added above this entry as issue resolution progresses. |
| Issue ID Date | Date issue is identified. |

The issue log will allow the tracking and monitoring of all active and resolved issues by the project team with information listed in Exhibit 2.

Issue Validation and Assignment

The Court Project Manager will review the entry in the Project Team Issue Log and validate the following:

- The item is not a duplicate.
- The Project Case Category, Issue Type, Issue Priority and Issue ID Date are recorded and accurate.
- The Issue Title, Issue Description and Issue Impact are clear and comprehensible.
- The item is an issue and not a question or a risk.

If the item is a duplicate entry or a question or risk, then the Court Project Manager will update the Issue Status to “Rejected” on the issue log. If the entry is validated as an issue, the Court Project Manager will update the Issue Status to “Accepted” and will consult with the Journal Technologies project manager to assign an Issue Owner. The Issue Owner will perform the analysis to detail the impacts, outline alternatives and propose recommended action to resolve the issue. The project managers are responsible for communicating the assignment to the appropriate resources and recording the assignment on the Issue Log.

The Court Project Manager will add the information from the Project Team Issue Log to the Project Issue Log if the Issue Priority is ranked “Critical” or High.”

Issue Analysis

When an issue requires analysis, the Court Project Manager will update the Issue Status to “Analysis in Progress.” The Issue Owner will lead the research and documentation of the analysis, which will include:

- Reason or source of the issue.
- Positive and negative impacts of the issue on the project, quantified when possible.
- Evaluation of the alternatives for resolving the issue, including the pros and cons, budget impact and estimated duration of each.
- Recommended action for issue resolution.

The Issue Owner will present the analysis to the Court Project Manager, who will oversee the decision-making process if the Project Team has governance over the issue. The issue analysis will be utilized to ensure that informed decisions that are in line with project objectives are made. The Issue Owner will describe the Issue Impact, Issue Action, Issue Status and Issue Target Date on the issue log as detailed in Exhibit 3 below.

Exhibit 3: Issue Analysis Details

| Item | Description or Values |
|--------------|--|
| Issue Impact | Description of impact of issue if not resolved and the severity of impact. |
| Issue Action | Description of action to be taken, responsible party and due date. |

| | |
|-------------------|---|
| | Entries will be added above previous entries as additional action items are identified. |
| Issue Status | Date of status followed by the following Issue Status value: <ul style="list-style-type: none"> ● Analysis in Progress Entries will be added above this entry as issue resolution progresses. |
| Issue Target Date | Date issue is targeted to be closed. |

Issue Escalation

Project Team Level

The Project Teams will address issues relating to configuration, testing, integration and conversion tasks and best practices based on business and technical subject matter expertise. These teams will also make decisions as to process redesign and business process changes.

Steering Committee Level

If the issue falls outside the scope of the Project Team or the Project Team is unable to reach a consensus, the Court Project Manager will update the Issue Status to “Escalated to Steering Committee.” The Court Project Directors will present the evaluation of the alternatives and recommended action to the Steering Committee for review and decision.

Executive Board Level

If the issue falls outside the scope of the Steering Committee or the Steering Committee is unable to reach concurrence, the Court Project Manager will update the Issue Status to “Escalated to Executive Board;” the Project Directors will present the evaluation of the alternatives and recommended action to the Executive Board for review and decision. The Executive Board represents the highest level of escalation and makes final decisions on overall project scope, budget, schedule, and policy issues.

Critical issues must be addressed in a timely manner so as to not negatively impact the project. If an issue must be addressed prior to the next scheduled meeting, the Project Manager or Project Director will contact the members of the Steering Committee or Executive Board to address the issue on an emergency basis via teleconference or a special meeting. Disputes arising out of terms of the contract or statement of work shall be subject to the procedures detailed in the agreement.

Issue Monitoring

For each issue, a Court Project Manager will be assigned the role of Issue Manager and will be responsible for tracking and managing the issue through closure. In addition to the Court Issue Manager, a Journal Technologies Issue Manager may also be assigned.

The Court Issue Manager monitors the issue as follows:

- Updates the Issue Status to “Resolution In Progress.”
- Reviews the Issue Action items and confirms that the responsible party is completing assigned items by the prescribed due dates and updating the Issue Action section of the issue log.
- Monitors the Issue Target Date to assess whether issue resolution is on track.

Court Project Managers will include the status of issues that have been accepted through resolution in reports prepared for weekly status meetings and Steering Committee meetings. Court Project Managers will also include the status of issues that have been escalated to the Executive Board through resolution in reports prepared for Executive Board meetings.

Issue Closure

Once resolved, the Issue Manager closes the issue as follows:

- Updates the Issue Status to “Resolved.”

- Confirms that the Issue Action content accurately describes the action taken.
- Records the Issue Closed Date.

Court Project Managers are to include the issue closure in status reports for at least one additional reporting cycle after closure to ensure that those involved with the issue are aware of its status and final disposition.

Issues Management Roles and Responsibilities

The issue management roles and responsibilities of key personnel are detailed in Exhibit 4 below.
Exhibit 4: Issue Management Roles and Responsibilities

| Roles | Responsibilities |
|--------------------|---|
| Issue Identifier | <ul style="list-style-type: none"> ● Identifies issues. ● Communicates the new issue to the project management team and enters the issue on the issue log. |
| Issue Owner | <ul style="list-style-type: none"> ● Performs the analysis to ascertain impacts, outline alternatives and propose recommended action to resolve the issue. ● Updates the Issue Action section of the issue log. ● Involves the appropriate resources to resolve the issue. |
| Court Project Team | <ul style="list-style-type: none"> ● Identifies issues. ● Logs issues on the SharePoint Issues Log and reports issues to the project manager. ● Performs issue analysis as assigned by the Project Manager. ● Performs issue resolution activities. ● Updates assigned items on the project issue list. ● If assigned the role of Issue Owner, leads issue resolution activities and reports issue resolution status to the project manager. ● Participates in the discussion of issues. |
| Steering Committee | <ul style="list-style-type: none"> ● Identifies issues and reports them to the Project Manager. ● Provides direction and makes decisions for issues escalated from the Project Team. ● Approves or denies recommended resolutions. ● Oversees project issue management activities. ● Assists with resolution activities as required. ● Reviews reports that outline issue resolution activities. |
| Executive Board | <ul style="list-style-type: none"> ● Addresses issues relating to overall project scope, timeline or budget. ● Provides direction and make decisions when the Steering Committee is unable to come to a resolution. ● Approves or denies recommended resolutions. ● Provides resources required for the approved resolution. |

| | |
|------------------|---|
| | <ul style="list-style-type: none"> ● Assists with resolution activities as required. ● Reviews reports that outline issue resolution activities. |
| Project Manager | <ul style="list-style-type: none"> ● Identifies issues. ● Assigns issue owners. ● Validates issues. ● Assigns issue analysis tasks. ● Assigns issue resolution tasks. ● Monitors the status of issue analysis and resolution activities. ● Maintains the project issue log. ● Delivers issue reports for review by the project team, Steering Committees and other relevant groups. |
| Project Director | <ul style="list-style-type: none"> ● Identifies issues. ● Ensures that issue management, monitoring and escalation are conducted on the project. ● Receives status reports on issue resolution activities. ● Receives escalated issues and assists with resolution activities as required. ● Recommends approval or denial of issue resolutions. ● Makes policy decisions or provides direction as required for resolving issues. |

Quality Management Plan

This plan was developed for and by the Los Angeles Superior Court project.

Purpose

The purpose of the Quality Management Plan is to define ‘how’ quality will be achieved and managed throughout various project phases.

This document identifies the activities, processes, and procedures used to manage the project’s Quality Management Plan.

This plan is based on the premise that quality is achieved when the project meets the stakeholder expectations. The plan identifies and defines Quality Management roles and responsibilities, standards, methods, and review requirements that will be applied to the LASC Project.

Quality is a repeatable continuous process that consists of:

1. Identification of stakeholder values, expectations and issues
2. Identification of measureable project goals and objectives
3. Developing an approach for determining how and when expectations are achieved (quality measures)
4. Tracking and assessing project efforts to meet quality measures
5. Completion of periodic Quality Assessments by the participants
6. Conducting meetings between the Project Manager and participant groups to discuss the Assessments
7. Taking appropriate actions to improve Quality
8. Updating the Quality Plan and redistributing it to the participants

LASC Quality Management Roles & Responsibilities

Project Quality involves and is the responsibility of every member of the project team. Other internal staff and external stakeholders have specific roles that are essential to the project’s quality management effort. They are:

Project Manager

The LASC Project Manager is primarily responsible for the overall quality management of the project. The Project Manager’s quality related tasks, activities and responsibilities include:

- Developing and maintaining project management plans
- Monitoring milestones, activities, timelines, resources, budgets and critical path
- Developing and tracking project metrics
- Reviewing deliverables
- Overseeing testing activities
- Overseeing product acceptance and implementation
- Project Reporting
- Providing oversight of LASC processes and procedures.
- Providing evaluation reports related to standards compliance, process variances, and identifying process improvement opportunities.
- Maintaining the Quality Management Plan and standard operating procedures.

- Improvement opportunities, correctness, completeness, anomalies and recommendations.
- Oversee the contractor Quality Management Program to ensure quality objectives for the new system are satisfied, and pass quality reviews.
- Support Requirements Traceability Planning.
- Provide oversight of testing activities by the contractor and project testing.

Project Team

In the course of day-to-day project work, the Project Team is responsible for applying and implementing quality management activities, including providing oversight to Project Office quality processes and procedures, monitoring progress toward achieving various project quality measures metrics, and the application of approved project standards. The Project Team is responsible for:

- Identifying and escalating any critical project issues to the Project Manager.
- Identifying Project Standards and Metrics.
- Providing QA inputs for developing project work products.
- Auditing adherence to LASC standards on a periodic basis.
- Collecting and analyzing project metrics.
- Supporting issue and action item tracking and resolution.
- Establish and maintain a repository for quality measurement and tracking.
- Oversee the Project Office’s quality program to ensure all quality objectives are satisfied.

Stakeholder Quality Management Roles & Responsibilities

Testing Team

The Testing Team is responsible for defining an acceptance criteria test plan, and for performing acceptance testing when work products are delivered to the Pre-Production environment as candidates for release to production. The Contractor will provide a “sample” acceptance test plan for each Pre-Production release, but the definition of acceptance criteria and execution of the acceptance testing will be the responsibility of the Project Manager. The Testing Team will also perform system testing on Pre-Production releases, and will work to ensure that detailed testing is performed on technical areas such as system and data interfaces, integration with enterprise-wide applications, data interfaces into external systems, and automated workflow.

Achieving Project Quality

There are three key components to comprehensive Quality Management (QM); Quality Planning, Quality Assurance, and Quality Control.

Quality Management Planning

Quality Planning is the process of determining what quality standards are relevant to the project, what measures of quality will be used and what criteria will be used to determine if project quality is satisfied. Project Quality objectives will be achieved by implementing an integrated quality program/process consisting of Define Quality, Measure Quality and Improve Quality.

One of the most important activities in developing the project's quality plan is the identification and understanding of client expectations and issues. Expectations are identified from meetings with major stakeholder groups and from recording project sponsor expectations. Stakeholder expectations are also often identified and clarified in "fit gap" (See Glossary) sessions with Program Subject Matter Experts (SMEs), as well as gaining an understanding and agreement on what components, mainly scope, the plan will not address.

Other or additional project specific quality standards will be defined by the Project Manager and Project Team and maintained by the team subject to approval by the Project Sponsor and Project Director. Standards will include but not be limited to the following:

- Documentation standards – Internally developed documents will conform to the project's Document Management procedures
- Testing standards and practices – Testing of all system components is the responsibility of the Project Team and contractor. Test plans, test cases, procedures, scenarios, and results are expected to be developed and presented in a consistent manner and in accordance with the standard.
- Quality Assurance Reviews – The process for reviewing key product deliverables, how quality will be assessed, timing of reviews, what resources are needed, and designing review procedures.

Planning Quality Measurement

Measuring quality ensures that the project and contractor's processes, products and procedures adhere to the contract terms and conditions, IEEE standards, and the Project Management Body of Knowledge (PMBOK®). The project will identify, collect, analyze and report on metrics throughout the project's life. The selection of metrics and data items will evolve to focus on specific areas as needed.

The project's use of metrics helps reduce subjectivity in the assessment and control of project quality by providing a quantitative basis for making decisions. The use of metrics does not eliminate the need for human judgment in their evaluation. The use of metrics within a project is expected to have a beneficial effect by making quality (or lack of quality) visible.

Product metrics describe the characteristics of the product such as size, complexity, design features, performance, and quality level. Process metrics can be used to improve project execution and software development and maintenance. Quality metrics will include but not be limited to the following:

Process quality

- Schedule and progress
- Resource and cost
- Process performance

Product quality

- Conformance to requirements
- Technology effectiveness
- Customer satisfaction

Planning for Project Quality Improvement

The project establishes quality improvement strategies based on the value of each improvement with respect to the project's objectives. Improvement strategies are determined on such measures as time to recover the cost of the improvement, improvement in project performance and the project's ability to respond to the changes. Selected quality improvements will be managed and controlled through the project's established change control process.

The actual deployment of quality improvements will be carried out in a controlled and disciplined manner. Steps to support actual quality improvement may include:

- Providing updated training materials to reflect the improvements to the project's procedures, guidelines, plans, process and technology.
- Providing consultation support.
- Tracking the deployment against the deployment plan.
- Determining if the process and product improvement deployment actions are complete.
- Documenting and reviewing the results of the deployment:
- Identifying and documenting lessons learned.
- Revising process and product improvement measures, objectives, priorities, and deployment plans as necessary.
- Measuring the effects of the deployed process improvements.
- Measuring the actual cost, effort, and schedule for deployment of each improvement.
- Measuring the value of each process improvement.
- Storing the measures in the project's document repository.
- Providing feedback to the project on the status and results of the quality improvement activities.

Quality Assurance (Process Quality)

Quality Assurance

Those processes concerned with whether the project plans, deliverables, tasks, resources, and milestones create quality and that they are appropriate and adequate is Quality Assurance. Under supervision of the Project Manager, project staff has specific success criteria that are documented in the LASC Contract. Those success criteria are categorized as Project Management Success Criteria, Business Quality Success Criteria and Technical Success Criteria. Within each of these are process

quality and product quality items. The following is a list of process quality success criteria taken from the LASC Contract:

System Development and Implementation Life Cycle Phase Success Criteria

- Full compliance with system requirements that has been validated through a clear set of test criteria and comprehensive test methods.
- Contractor completion of all required obligations within acceptable quality standards as established by the contract and Quality Management Plan.

Transition to eCourt Success Criteria

- The production of a clear, realizable, and complete transition plan outlining the requirements for successful transition of the current environment to the LASC production environment that will support the project.
- At the conclusion of the Implementation life cycle phase, LASC staff will be able to maintain and operate the new systems without assistance from the contractor or other unplanned support.

Under supervision of the Project Manager, project staff defines how the above criteria will be measured.

The identified standards help to ensure compliance to the process and allow for the continuous improvement of process effectiveness. This includes the determination of applicable methods, including statistical techniques, and the extent of their use. The performance of the project's processes relate to how well the project is performing against its planned objectives.

Measure Quality Assurance

Under supervision of the Project Manager, project staff conducts assessments at planned intervals to determine whether the project's processes conform to the plans, whether processes are being executed as defined, and if processes are being effectively implemented and maintained.

The Project Manager manages the day-to-day quality management activities, including providing oversight to processes and procedures, quality audits and reviews, monitoring of the project's selected performance metrics, and the application of approved project standards.

The audit and review program takes into consideration the status and importance of the processes and areas to be audited, as well as the results of previous audits. The audit criteria, scope, frequency, responsibilities, requirements and methods are defined by the project manager, project team or contractors performing IV&V work. Auditors are usually selected to ensure objectivity and impartiality of the audit process. Auditors do not audit their own work, or the work of those to whom they are a direct report.

The management responsible for the audited area must take actions without undue delay to eliminate detected nonconformities and their causes. Follow-up activities include the verification of the actions taken and the reporting of verification results.

Project reviews serve as quality checkpoints. In some cases, these reviews may serve as a decision point to determine whether the effectiveness of project's processes is at required levels in order to proceed with the next stage of the project.

Such reviews involve a quality audit, the objective of which is to identify and capture lessons learned to improve the project or other projects.

Unless otherwise stated, the schedule for the reviews outlined in this section will be specified in the Quality Management Plan. Scheduled reviews include, but are not limited to, the following:

- Project reviews – Review of the projects management plans and the processes described within those plans to determine if the plan is being followed or if there is a need for improvement.
- Documentation reviews – Review of the projects management plans and other project documentation to determine if the project’s documentation standards are being followed.
- Managerial reviews - Assess the execution of all of the actions and the items identified in the Quality Management Plan. Management reviews are carried out by, or on behalf of, the management personnel having direct responsibility for the system. This review may require additional changes in the Quality Management Plan.
- Post-Implementation Review - This review is held at the conclusion of the project to capture lessons learned for the project. The information captured will be used by other projects so they can learn from the successes and avoid any pitfalls the project may have experienced. Other reviews and audits may be held throughout the course of the project. Such reviews will be held on an as-needed basis and may include reviews of contractor plans and processes.

Improve Quality Assurance

The process of review, assessment and reporting; keystones in the Quality Management Plan should result in measurable improvement in the quality of the project. Inclusion of the Quality Management process within the Master Project Management Plan umbrella ensures that the defects reported by project team and stakeholders will be brought to the attention of decision makers, when changes are required. As a means of responding to defect reports, project managers will process approved improvements through the project’s change control process. See the project’s Configuration Management Plan for additional details.

Project Deliverables subject to Quality Assurance Process audits and reviews

Contractor Deliverables:

- Project Work Plan
- Error Management Plan
- Risk Management Plan
- Project Staffing and Resource Management Plan
- Configuration and Technology Change Management Plan
- Issue Management Plan
- Quality Management Plan
- Responsibility Assignment Matrix
- Status Reports
- Issue and Action Item Tracking Reports
- Requirements Management Plan
- System Test Plan
- Issue Management Plan

Contractor deliverable requirements and specifications are defined in the LASC Statement of Work.

Quality Control

Quality control processes specifically assess project deliverables as they are being defined, designed, built and used to ensure they map to defined quality standards and variance tolerances. Product Quality is the ability to develop system components based on, and traceable to, documented requirements that represent real user needs and expectations and that are consistent with overall business objectives. Product Quality is defined by measurable characteristics.

Measure Quality Control

Project reviews serve as quality checkpoints for the project product quality. In some cases, these reviews serve as decision points to determine whether the quality of the work products are at required levels in order to proceed with the next stage of the project.

The Project Manager manages the effort to verify and validate that Contractor supplied deliverables fully satisfy the stated objectives, RFP technical objectives and requirements, and management objectives.

The management actions responsible for the audited area ensure actions are taken without excessive delay to eliminate detected nonconformities or defects and their causes. Follow-up activities include the verification of the actions taken and the reporting of verification results.

At a project review, a work product or set of work products is presented to managerial staff, technical staff, end user, or other key stakeholders for their comment or approval. Participants are selected depending on the nature of the review. Reviews typically occur at the end of a main task or major project milestones when key decisions are expected. Milestone based decisions typically involve the approval to proceed into a subsequent life cycle of the project.

Unless otherwise stated, the schedule for the reviews outlined in this section will be specified in the Project Schedule. The following is a list of product quality reviews:

- System Requirements Specifications Review - Checks the adequacy of the requirements stated in the System Requirements Specifications (SyRS). This review may not be necessary if the system requirements do not change significantly.
- Architecture Design Review - Evaluates the technical adequacy of the preliminary design (also known as top-level design) for the project's components, sub components, software and services depicted in the contractor's preliminary design description.
- Detailed Design Review - Determines the acceptability of the detailed designs as depicted in the contractor's Detailed Design Document in satisfying the requirements specified in the SyRS.
- Functional Audit – Verifies all requirements specified in the SyRS document have been met. Functional Audits also include successful testing of the requirements.
- In-process Audits - The consistency of the design, to include: code versus design documentation, interface specifications (hardware and software), design implementations versus functional requirements, functional requirements versus test descriptions. The project will employ in-process audits on an as-needed basis.
- Configuration Management Plan Review – Evaluates the adequacy and completeness of the configuration management methods defined in the both the project's and the Contractor's Configuration Management Plan.

Other reviews and audits

The project may hold other reviews and audits throughout the course of the project. Such reviews will be held on an as-needed basis and may include reviews of contractor deliverables. Additionally.

Testing

The responsibility for complete and thorough testing of the delivered system is typically the responsibility of the contractor. Project staff is responsible for verifying and validating the acceptability of the delivered system or component. Under supervision of the Project Manager, project staff will provide oversight and participate in testing activities, including system and acceptance testing. The project manager takes the lead role for developing testing requirements for the project that encompass the organization's structured testing strategy for security, network, applications, infrastructure, production-readiness and acceptance testing. The project manager coordinates with the Information Technology Solutions Division, the Infrastructure Division, Test Team, the application areas and the Information Security Office to define types of testing required and to identify existing testing resources to be leveraged. The project testing ends when the new system is accepted and transitions into maintenance mode.

Testing will occur (but not be limited to) the following solution deliverables:

- Pre-production builds.
- System Acceptance Test.
- Production Updates.

Under supervision of the Project Manager, project staff develops test scenarios and scripts to validate the performance of the system, analyzes and compares results of test and evaluation activities to the contractor's contract requirements to establish an objective basis to support the decision to accept the products and services or to take further action (e.g., rework).

Open testing deficiencies are tracked through resolution and closure by the Project Manager. Test results and scripts are reviewed to validate that all expected results have been achieved. Problems or deficiencies resulting from testing are tracked using a deficiency management process to be managed by the contractor and overseen by the project staff.

In addition, under supervision of the Project Manager, project staff provides recommendations for the system acceptance and track testing metrics.

Improve Product Quality

Under supervision of the Project Manager, project staff endeavors to improve product quality by implementing preventative or corrective action. Actions taken by project staff to establish and implement product standards, methodologies and processes result in repeatable requirements, becoming inputs to subsequent project's quality planning.

Standard methodology and processes for project quality management will establish requirements for:

- Reviewing deficiencies
- Determining the causes of deficiencies
- Evaluating the need for action to ensure that deficiencies do not recur

- Determining and implementing action needed
- Recording results of the actions taken
- Reviewing corrective action taken

Procedures for preventive action establish requirements for:

- Determining potential deficiencies and their causes
- Evaluating the need for action to prevent occurrence of deficiencies
- Determining and implementing action needed
- Recording results of the action taken
- Reviewing preventive action taken

Project Deliverables subject to Product Quality audits, reviews and tests

The requirements for the deliverables are detailed in the contractor or the project's design documents.

- Technical Documentation
- General Environment Deliverables
- Solution Delivery Deliverables
- Technical Environments Deliverables
- Core System Analysis Deliverables
- Detailed Design Deliverables
- Solution Delivery and Deployment Deliverables
- Organizational Change Management Deliverables
- Training Deliverables
- Production Support and Transition
- <Project Name> Maintenance
- Contract Deliverables

Tools

In this section, explain how you plan to utilize the quality management tools.

Conventions

For all quality reviews and audits, the following will dictate the way in which Quality Management will be conducted. Under supervision of the Project Manager, project staff uses standard tools adopted by Caltrans to be consistent with all project stakeholders and facilitate data exchange.

Products: Each work product is reviewed against the standard governing its production as well as against applicable project practices.

Processes: For each process, there is a plan, which is reviewed against the applicable standard. After the plan has been released, the corresponding process is audited on a predetermined frequency, depending on its complexity and criticality, to ensure that the plan and process are being consistently followed.

Under supervision of the Project Manager, project staff shall use the tools that are consistent with best practices and at version levels specified by the State, in the preparation of all project

correspondence and deliverables. The sections below define the applicable tools and techniques for quality management for both project work products and processes.

Core Tools

In this sub-section, describe the Core Quality Tools.

- Microsoft (MS) Word – Document Development
- MS Excel – Project Metrics, Issue and Change Management
- MS Project – Project Work Plan
- MS Visio – Diagrams and Charts
- Salesforce – Issue tracking software

Risk Management Plan

This plan was developed by and for the Los Angeles Superior Court project.

Overview

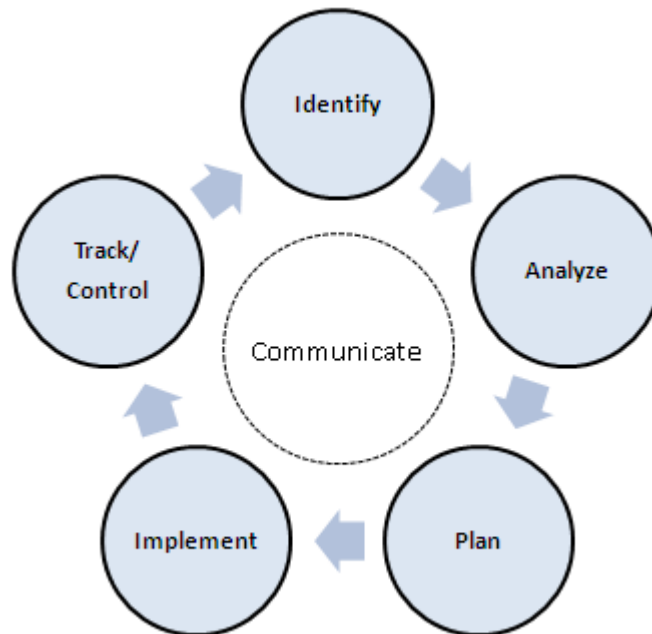
Risk management describes the process for mitigating the probability and consequences of negative risks and for maximizing the impact of positive risks. The objectives of the risk management process are to:

- Outline a method for identifying and articulating risks.
- Track risks and communicate information through risk management functions.
- Complete risk analysis by processing qualitative and quantitative risk data into decision-making information.
- Perform risk response planning to translate risk information into decisions and actions to mitigate negative risks and maximize positive risks.
- Monitor risk indicators and mitigation actions.
- Measure the effectiveness of the risk response plans.

The purpose of the risk management plan is to define the methodology for identifying, tracking, mitigating, and retiring project risks for the eCourt Civil and Small Claims Case Management Systems Project.

Risk Management Approach

Risk management is an ongoing process that takes place at all stages of the project. Communication is an essential component from risk identification to closure.



Both the Court and Journal Technologies are responsible for contributing to the identification, analysis and monitoring of risks. Both will ensure that the necessary action plans and risk mitigation activities are scheduled. The risk management process consists of eight steps:

1. Risk Identification
2. Risk Tracking
3. Risk Validation and Assignment
4. Risk Analysis
5. Risk Response Planning
6. Risk Escalation
7. Risk Monitoring
8. Risk Activities and Closure

Risk Identification

A risk is an uncertain event or condition that has a positive or negative effect on at least one of the project’s objectives. All risks have causes, uncertainty associated with them and an impact to one or multiple areas of the project. Risk Identification is the process of determining which risks might affect the project and documenting their attributes. This includes describing the risk itself, outlining what triggers the risk, assigning the risk category, and determining further actions that need to take place. Project team members and all other project stakeholders should be involved in identifying risks. Risks may be identified at any time throughout the project lifecycle.

The manner in which risks are articulated is important since analysis, action, and mitigation plans are based on the risk as described in the risk log. A risk should be articulated as a combination of cause and effect: If [*cause, trigger or condition for risk to occur*], then this may result in [*consequence or impact*]. The consequences or results should be described as tangible or quantifiable impacts. The results may be a positive or negative effect on a project objective. Project managers are responsible for ensuring that risk statements are clear and understandable so that risk analysis, response planning, and monitoring address the risk cause or condition that may have a positive or negative effect on the project.

Risk Tracking

Once identified, all risks will be recorded in the SharePoint Project Team Risk Log with the information listed in Exhibit 4-1. As the risk management process progresses, details such as the probability and impact to the project, classification, plans, and actions will be added to the risk log.

Exhibit 4-1: Initial Entry of Risk

| Risk Log Field | Definition |
|-----------------------|---|
| Project | Name of Project |
| Project Case Category | Project Case Category Values: <ul style="list-style-type: none"> ● All Categories ● Civil Limited ● Civil Unlimited ● Financial ● Small Claims |
| Risk ID | Identification number assigned to the risk. |
| Risk Title | Brief title descriptive of the risk. |
| Risk Description | Description of the risk. |
| Risk Cause | Triggers that create the conditions for the risk to occur. |
| Risk Consequence | Results of the realization of a risk. |
| Risk Status | Date of status followed by a risk status value: |

| | | |
|----------------|---|--|
| | <ul style="list-style-type: none"> Identified New entries will be added above previous entries as issue resolution progresses. | |
| Court Manager | Risk | Court resource assigned to track and manage the risk. |
| Vendor Manager | Risk | Vendor resource assigned to track and manage the risk. |
| Risk ID Date | | Date risk is identified. |

The risk log will allow the tracking and monitoring of all active and resolved risks by the project team.

Risk Validation and Assignment

The Court project manager will review the entry in the Project Team Risk Log and validate the following:

- The item is not a duplicate.
- The Project Case Category and Risk ID Date are recorded and accurate.
- The Risk Title, Risk Description, Risk Cause, Risk Consequence, and Risk Impact are clear and comprehensible.
- The item is a risk, not an issue.

If the item is a duplicate entry or a question or issue, then the Court project manager will update the Risk Status to “Rejected” on the risk log.

If the entry is validated as a risk, the Court project manager will consult with the vendor project manager to determine the level and type of project resources that will be assigned to the risk and assign a risk owner, if appropriate. The risk owner will classify the risk and perform risk analysis. The project managers are responsible for communicating the assignment to the appropriate resources and recording the assignment on the risk log. In addition, the project manager will update the Risk Status of the risk to “Analysis in Progress,” record the name of the Risk Owner and update the Risk Action section on the risk log.

Risk Analysis

Risk Analysis involves assigning a risk classification and assessing the level of risk exposure in terms of the probability of the risk occurring, impact of the risk and timing of risk management activities.

Risk Classification

The risk owner will review the risk description, risk cause, and risk consequence to determine the root cause of the risk and assign a risk classification as defined in Exhibit 4-2.

Exhibit 4-2: Risk Classification

| Risk Classification | Description |
|---------------------|---|
| Schedule | Stability of the schedule with respect to internal and external events or dependencies and the viability of estimates and planning for all phases and aspects of the project. |
| Staffing | Stability and adequacy of the staff in terms of numbers and skill levels, experience and skills in the required technical areas and application domain, and availability when needed. |

| | |
|----------------------------|--|
| Budget | Stability of the budget with respect to internal and external events or dependencies and the viability of estimates and planning for all phases and aspects of the project. |
| Facilities | Adequacy of the program facilities for project activities. |
| Management Process | Methods for planning, monitoring, and controlling budget and schedule. |
| Management Methods | Methods for managing both the development of the product and project staffing, including quality assurance, configuration management, staff development with respect to program needs, and communication about program status and needs. |
| Customer Interfaces | Customer's level of skill and experience in the technical or application domain of the program as well as problems such as difficult working relationships, poor mechanisms for attaining customer agreement and approvals, not having access to certain customer factions, or not being able to communicate with the customer in a forthright manner. |
| Requirements | Quality of the requirements specification (e.g., clarity, completeness, stability, validity) and also the difficulty of implementing a system that satisfies the requirements. |
| Functionality | Functional requirements that may not submit to a feasible design, or use of specified algorithms or designs without a high degree of certainty that they will satisfy their source requirements. |
| Difficulty of Design | Functional or design requirements that may be extremely difficult to implement, or for which requirements analysis may have been based on optimistic design assumptions. |
| Interfaces | Adequacy of the hardware and software interfaces that are within the scope of the development program, including interfaces between configuration items, and the techniques for defining and managing the interfaces. |
| Performance | Adequacy of time-critical performance: user and real-time response requirements, throughput requirements, performance analyses, and performance modeling throughout the development cycle. |
| Testability | Amenability of the design to testing, design of features to facilitate testing, and the inclusion in the design process of people who will design and conduct product tests. |
| Hardware Constraints | Constraints of hardware with respect to system and processor architecture, and the dependence on hardware to meet system and software performance requirements, including throughput or memory speeds, real-time response capability, database access or capacity limitations, insufficient reliability, unsuitability to system function, or insufficiency in the amount of specified hardware. |
| Non-Developmental Software | Degree to which non-developmental software (NDS) conforms precisely to performance, operability, or supportability requirements. |

| | |
|--------------------------------|---|
| Design Feasibility | Extent of difficulties that may arise from poor design or design specification or from inherently difficult implementation needs. |
| Testing | Adequacy of planning, preparation, resources and time allocated for quality assurance tasks. |
| Implementation | Implications of implementation constraints, such as target hardware that is marginal or inadequate with regard to speed, architecture, memory size, or external storage capacity; required implementation languages or methods; or differences between the development and target hardware. |
| Environment | Adequacy of hardware and software support facilities, use of adequate test cases reflecting realistic operational scenarios and realistic test data and conditions, capability of the environment to enable integration in a realistic environment or to fully test all functional and performance requirements. |
| Integration and Test – Product | Level of integration of the software components to each other and to the target hardware, and testing of the contractually deliverable product, including internal interface specifications for either hardware or software, testability of requirements, negotiation of customer agreement on test criteria, adequacy of test specifications, and sufficiency of time for integration and testing. |
| System Integration | Level of integration of the contractual product to interfacing systems or sites, which may be impacted by external interface specifications, ability to faithfully produce system interface conditions prior to site or system integration, access to the system or site being interfaced to, adequacy of time for testing, and associate contractor relationships. |
| System Maintainability | Level of maintainability, which may be impaired by poor software architecture, design, code, or documentation resulting from undefined or unenforced standards, or from neglecting to analyze the system from a maintenance point of view. |
| System Reliability | Level of system reliability or availability, which may be affected by hardware not meeting its reliability specifications or system complexity that aggravates difficulties in meeting recovery timelines. |
| System Security | Level of experience in implementing the required level of system security that may result in underestimation of the effort required for rigorous verification methods, certification and accreditation, and secure or trusted development process logistics; developing to unprecedented requirements; and dependencies on delivery of certified hardware or software. |
| System Human Factors | Understanding the operational environment of the installed system and agreement with various customer and user factions on a mutual understanding of the expectations embodied in the human factors requirements. |
| System Specifications | Specifications for the system, hardware, software, interface, or test requirements or design at any level with respect to |

| | |
|------------------------------------|---|
| | feasibility of implementation and the quality attributes of stability, completeness, clarity, and verifiability. |
| Formality of Development Process | Degree to which a consistent process is defined, documented, and communicated for all aspects and phases of the development. |
| Suitability of Development Process | Adequacy with which the selected development model, process, methods, and tools support the scope and type of activities required for the specific program. |
| Development Process Control | Extent of usage of defined processes by program personnel and the measurement and improvement of the processes based on quality and productivity goals. |
| Familiarity of Development Process | Knowledge of, experience in, and comfort with the prescribed development process. |
| Product Control | Level of traceability of requirements from the source specification through implementation, such that the product test will demonstrate the source requirements. |
| Development System | Capacity of the development system; degree to which it is supportive of the specific development models, processes, methods, procedures, and activities; level of usability; adequacy of development system documentation; and degree of familiarity and reliability of needed components of the development system |
| System Support | Level of training in use of the system, access to expert users or consultants, and repair or resolution of problems by vendors. |

Risk Quantification and Qualification

It is important to rate and rank risks to assess the level and type of resources will be assigned to risk analysis and other risk management tasks. To determine the severity of a risk, a probability and impact factor is assigned to each risk. Risks will be prioritized based upon the impact they may have on the project. Qualitative risk analysis is the process of prioritizing risks for subsequent analysis or action by assessing and combining their probability of occurrence and impact. The priority of a risk is determined by assigning a probability of occurrence, the impact it may have on the project, and a risk tolerance in terms of the project constraints of cost, schedule, scope, and quality.

Risk Probability

The probability of a risk occurring is essential to the assessment of the risk. Risk probability is a number that represents the chance that an outcome will occur when the conditions allow it as defined in Exhibit 4.3.

Exhibit 4-3: Risk Probability

| Scale | Criteria |
|-------|--|
| 1 | 0% - 20% Very low likelihood that the risk will occur. |
| 2 | 21% - 40% Low likelihood that the risk will occur. |
| 3 | 41% – 60% Even likelihood that the risk will occur. |
| 4 | 61% – 80% High likelihood that the risk will occur. |
| 5 | 81% + Almost certain that the risk will occur. |

The assessment of risk probability is a subjective process, which considers internal and external project factors.

Risk Impact

Risk impact assesses the consequences a risk would have on the project if the risk event were to occur.

Exhibit 4-4: Risk Impact

| Scale | Rating / Interpretation | |
|-------|---|---------------|
| 1 | Less than a 5% change to schedule, scope, budget, or quality. | Low Impact |
| 2 | 5% - 10% change to schedule, scope, budget, or quality. | |
| 3 | 11% - 15% change to schedule, scope, budget, or quality. | Medium Impact |
| 4 | 16% - 24% change to schedule, scope, budget, or quality. | |
| 5 | 25% or greater change to schedule, scope, budget, or quality. | High Impact |

The determination of risk impact is also a subjective, qualitative process.

Risk Exposure

Each risk is evaluated upon its probability and impact. When probability and impact are plotted on a chart, the level of Risk Exposure is visible on a matrix.

Exhibit 4-6: Risk Exposure

| | | Probability | | | | |
|--------|-----------|----------------|-----------|--------|----------|----------|
| | | Almost Certain | High | Medium | Low | Very Low |
| Impact | Very High | Very High | Very High | High | High | Medium |
| | High | Very High | High | High | Medium | Medium |
| | Medium | High | Medium | Medium | Medium | Low |
| | Low | Medium | Medium | Low | Low | Very Low |
| | Very Low | Medium | Low | Low | Very Low | Very Low |

Risk Timing Scale

The risk timing scale assesses the impact of the urgency with which risk management activities must be undertaken. It reflects the period of time within which the risk is expected to occur. The following timing scale is based on the need to begin risk management work:

Exhibit 4-5: Risk Timing Scale

| Scale | Rating / Interpretation |
|-------|---|
| 1.00 | Risk is expected to occur within a very short period of time (e.g., next 6 months). |
| 0.66 | Risk is expected to occur within the near future (e.g., 6 months through 1 year). |
| 0.33 | Risk is expected to occur in the far future (e.g., over a year from now). |

The risk level is adjusted by the factor shown on the table below based on the choice made.

Risk Severity

Risk Severity assesses the level of risk exposure in terms of the relationship between their probability of occurring, the impact of the risk if it does occur, and the timing of risk management activities. Risk Severity is calculated by multiplying the values of all three components:

$$\text{RISK SEVERITY} = \text{RISK PROBABILITY} \times \text{RISK IMPACT} \times \text{RISK TIMING SCALE}$$

Risk severity outputs the priority of a risk, which should drive the risk response and risk mitigation efforts.

Risk Analysis Tracking

As the risk analysis process progresses, details such as the classification, probability, and severity will be added to the risk log.

Exhibit 4-7: Risk Analysis

| Risk Log Field | Definition |
|---------------------|---|
| Risk Classification | <p>Risk Classification Values:</p> <ul style="list-style-type: none"> ● Schedule ● Staffing ● Budget ● Facilities ● Management Process ● Management Methods ● Customer Interfaces ● Requirements ● Functionality ● Difficulty of Design ● Interfaces ● Performance ● Testability ● Hardware Constraints ● Non-Developmental Software ● Design Feasibility ● Testing ● Implementation ● Environment |

| | |
|-------------------|--|
| | <ul style="list-style-type: none"> ● Integration and Test – Product ● System Integration ● System Maintainability ● System Reliability ● System Security ● System Human Factors ● System Specifications ● Formality of Development Process ● Suitability of Development Process ● Development Process Control ● Familiarity of Development Process ● Product Control ● Development System ● System Support |
| Risk Probability | <p>Risk Probability Values:</p> <ul style="list-style-type: none"> ● 1 (very low likelihood). ● 2 (low likelihood). ● 3 (even likelihood). ● 4 (high likelihood). ● 5 (almost certain likelihood). |
| Risk Impact | <p>Risk Impact Values:</p> <ul style="list-style-type: none"> ● 1 (less than a 5% change to schedule, scope, budget, or quality). ● 2 (5% - 10% change to schedule, scope, budget, or quality). ● 3 (11% - 15% change to schedule, scope, budget, or quality). ● 4 (16% - 24% change to schedule, scope, budget, or quality). ● 5 (25% or greater change to schedule, scope, budget, or quality). |
| Risk Timing Scale | <p>Risk Timing Scale:</p> <ul style="list-style-type: none"> ● 1.00 (expected to occur within a very short period of time - e.g., next 6 months). ● 0.66 (expected to occur within the near future- e.g., 6 months through 1 year). ● 0.33 (expected to occur in the far future - e.g., over a year from now). |
| Risk Severity | <p>Risk Severity Values:</p> <ul style="list-style-type: none"> ● 0.33 – 25.00 |

Risk Response Planning

Risk response planning is the process of developing options and determining actions to enhance opportunities and reduce threats to the project’s objectives. Risk response planning involves assigning risk ownership, developing risk mitigations and contingencies, and translating mitigations into action plans for risks assessed with high to medium severity levels. Project managers will identify and assign risk owners to take responsibility for risk responses. Risk response planning addresses the risks by their severity, inserting resources and activities into the budget, schedule, and project management plan as needed.

Risk response strategies are the techniques used to reduce the effect or probability of risks.

Exhibit 4-8: Risk Response Strategies

| Response | Description |
|--------------|---|
| Avoidance | Eliminate the threat by changing the nature of the project, modifying the project plan or other action to eliminate the cause. |
| Mitigation | Reduce the probability or impact of a risk to a point where the risk can be accepted. |
| Transference | Transferring the risk and impact of the risk to a third party; the responsibility for the management of the risk is shifted to another party. |
| Acceptance | Accept the consequences of the risk and not change the project in any way to compensate for the risk. |

The project manager will assign a risk manager or lead the project team in developing response strategies for each identified risk. For any given risk, it may be possible to identify actions that should be immediately incorporated into the program or project plans to partially reduce the risk, as well as actions that should be treated as contingent risk responses. For any risks for which multiple alternative responses have been identified, the responses are to be evaluated and the preferred ones selected.

The following decomposition, estimation, and scheduling steps for each of the identified risk responses are to be performed at least twice – first for the avoidance or mitigation actions that are to be added to the work plans immediately, and next for the contingent actions. The steps are:

1. Decompose the selected risk responses into their constituent work activities. The level of detail should be consistent with that used to plan the work in the project plan.
2. Estimate the resources needed to perform the risk responses and schedule the detailed work activities:
 - This involves modifying the program/project plan for any actions that are to be incorporated immediately.
 - Only activity duration, not specific schedule dates, can be determined for contingent risk responses.
 - Incorporating these actions into the plan may affect the program/project baselines.

Risk Response Planning Tracking

As the risk analysis process progresses, details such as classification, probability, and severity will be added to the risk log.

Exhibit 4-9: Risk Response

| Risk Log Field | Definition |
|----------------------|---|
| Risk Response | Risk Response Values: <ul style="list-style-type: none"> ● Avoidance ● Mitigation ● Transference ● Acceptance |
| Risk Avoidance Plan | Description of action to be taken to overcome the risk by trying to stay away from it or eliminate it. |
| Risk Mitigation Plan | Description of action to be taken to reduce, but not fully avoid, the probability of the risk and impact to the project. |
| Contingency Plan | Description of steps and procedures to follow if a known potential risk occurs. |
| Risk Action | Description of action to be taken, responsible party, and due date. |

| | |
|------------|---|
| | New entries will be added above previous entries as additional action items are identified. |
| Risk Owner | Resource assigned to track and monitor the risk and advise if a risk response plan needs to be activated. |

Risk Escalation

If the risk owner and project team are unable to identify a risk response, develop a plan, or take action to adequately address a risk, the project manager will escalate the risk to the Court Program Managers and the Steering Committee for further review and resolution. If the Steering Committee is unable to mitigate the risk, then the program managers will present it to the Executive Board for guidance.

Risk Monitoring

Risk monitoring and control is the process of tracking all the identified risks. As activities are completed and work is performed, the project manager will monitor and assess progress in reducing targeted risks and updating the risk mitigation plan. The project manager will include the status of relevant risks on weekly and monthly status reports and communicate the progress in the risk management process at status meetings.

Risk Activities and Closure

Upon the occurrence of a risk event, the risk mitigation plan and activities are put into action (e.g., adjust work plans, use contingency, initiate issue, and change scope). This is followed by a formal review of the outcome to help ensure that the desired result has been achieved.

If the risk is no longer present, the project manager will retire the risk. There are three ways that a risk can become retired:

- Effective Risk Mitigation Activities

Once mitigation activities have been completed, the individual responsible for the mitigation steps documents the actions and resolution in the risk log and notifies the project manager. If the project manager accepts the resolution, the project manager documents the status of the risk as retired. It is the project manager's responsibility to ensure that there is sufficient detail recorded for the resolution.

- Risk Is Accepted

Risks that are lower in priority and do not require mitigation activities are also considered retired. These risks are defined as acceptable to the project and closed immediately after the initial assessment.

- Risk No Longer Exists

Risks may be retired even if the mitigation activities are not completed. This occurs when conditions change and the risk no longer exists, regardless of the mitigation activities. For example, a project may be at risk of not gaining budget approval for the next phase of work. As a result, the risk is documented and mitigation activities are defined. But before the mitigation activities are completed, the budget for the next phase is approved. In this case, the risk no longer exists and is closed by the project manager.

Risk Tracking Updates

Details such as the risk action, risk status, and risk resolution date will be added to the risk log.
Exhibit 4-10: Risk Closure

| Risk Log Field | Definition |
|-----------------------|---|
| Risk Action | Description of action to be taken, responsible party, and due date. New entries will be added above previous entries as additional action items are identified. |
| Risk Status | Date of status followed by a Risk Status value: <ul style="list-style-type: none"> ● Response Planning In Progress ● Risk Planning Executed ● Retired New entries will be added above previous entries as issue resolution progresses. |
| Risk Resolution Date | Date issue is closed. |

Risk Management Assessment

The risk management plan concludes with an assessment of the effectiveness of the risk management activities to determine whether those activities are doing what they were designed to do.

Risk Management Roles and Responsibilities

This section identifies the roles and responsibilities associated with the risk management process.

Risk Management Role Definitions

Exhibit 5-1: Risk Role Definitions

| Roles | Responsibilities |
|--|--|
| Executive Board and Steering Committee | <ul style="list-style-type: none"> ● Provides guidance and oversight to the overall risk management process. ● Identifies and documents project risks. ● Reviews and assists in the mitigation of project risks that are escalated when the Steering Committee or project team is unable to mitigate the risk. |
| Program Manager | <ul style="list-style-type: none"> ● Is responsible for working with the Court program managers and Steering Committee to monitor project risks and to address mitigation strategies for escalated risks. |
| Project Manager | <ul style="list-style-type: none"> ● Leads the risk management process for the Court. ● Identifies and documents risks. ● Is responsible for overseeing the risk management process for risks owned by the Court and other risks that require attention. ● Is responsible for working with the Court project team to monitor project risks and to address mitigation strategies for risks. |
| Court Project Team | <ul style="list-style-type: none"> ● Is responsible for identifying and documenting risks throughout the project lifecycle. ● May be assigned risks to manage and mitigation strategies, as appropriate. |

Risk Management Tools

Risk logs and reports will be established to ensure that the project risks are clearly reported, managed, and resolved.

Risk Log

Exhibit 6-1: Risk Log

| Risk Log Field | Definition |
|-----------------------|--|
| Project | Name of Project |
| Project Case Category | Project Case Category Values: <ul style="list-style-type: none"> ● All Categories ● Criminal ● Dependency ● Delinquency ● Family Law ● Financial ● Mental Health ● Probate ● Traffic |
| Risk ID | Identification number assigned to the risk. |
| Risk Title | Brief title descriptive of the risk. |
| Risk Description | Description of the risk. |
| Risk Cause | Description of the triggers that create the conditions for the risk to occur. |
| Risk Consequence | Description of the results of the realization of a risk. |
| Risk Classification | Risk Classification Values: <ul style="list-style-type: none"> ● Schedule ● Staffing ● Budget ● Facilities ● Management Process ● Management Methods ● Customer Interfaces ● Requirements ● Functionality ● Difficulty of Design ● Interfaces ● Performance ● Testability ● Hardware Constraints ● Non-Developmental Software ● Design Feasibility ● Testing ● Implementation ● Environment ● Integration and Test – Product ● System Integration ● System Maintainability |

| | |
|----------------------|--|
| | <ul style="list-style-type: none"> ● System Reliability ● System Security ● System Human Factors ● System Specifications ● Formality of Development Process ● Suitability of Development Process ● Development Process Control ● Familiarity of Development Process ● Product Control ● Development System ● System Support |
| Risk Probability | <p>Risk Priority Values:</p> <ul style="list-style-type: none"> ● Critical ● High ● Medium ● Low |
| Risk Impact | Description of impact of risk if not resolved and the severity of impact. |
| Risk Timing Scale | <p>Risk Timing Scale Values:</p> <ul style="list-style-type: none"> ● 1.00 (expected to occur within a very short period of time - e.g., next 6 months). ● 0.66 (expected to occur within the near future- e.g., 6 months through 1 year). ● 0.33 (expected to occur in the far future - e.g., over a year from now). |
| Risk Severity | <p>Risk Severity Values:</p> <p>0.33 – 25.00</p> |
| Risk Response | <p>Risk Response Values:</p> <ul style="list-style-type: none"> ● Avoidance ● Mitigation ● Transference ● Acceptance |
| Risk Avoidance Plan | Description of action to be taken to overcome the risk by trying to stay away from it or eliminate it. |
| Risk Mitigation Plan | Description of action to be taken to reduce, but not fully avoid, the probability of the risk and impact to the project. |
| Contingency Plan | Description of steps and procedures to follow if a known potential risk occurs. |
| Risk Action | <p>Description of action to be taken, responsible party, and due date.</p> <p>New entries will be added above previous entries as additional action items are identified.</p> |
| Risk Status | <p>Date of status followed by an Risk Status value:</p> <ul style="list-style-type: none"> ● Identified ● Rejected ● Analysis in Progress ● Escalated to Steering Committee ● Escalated to Executive Board ● Response Planning In Progress ● Risk Planning Executed |

| | |
|-------------------------------|--|
| | <ul style="list-style-type: none"> ● Retired New entries will be added above previous entries as issue resolution progresses. |
| Risk Owner | Resource assigned to track and monitor the risk and advise if a risk response plan needs to be activated. |
| Court Risk Manager | Court project manager assigned to track and manage the issue. |
| Vendor Risk Manager | Vendor resource assigned to track and manage the issue. |
| Risk ID Date | Date issue is identified. |
| Risk Resolution Date | Date issue is closed. |
| Risk Management Effectiveness | Assessment of the effectiveness of the risk management activities to determine whether those activities are doing what they were designed to do. |

Risk Report

The project manager will create a risk report for the project that will be stored on the project team SharePoint site. The report will include the overall status of the project from a risk management perspective, a summary of the high risk on the project and the current mitigation strategy, a description of new risks added within the reporting period, and a description of any risks that have been closed on the project.



JTI EFM Documentation

Los Angeles Superior Court

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EFSP Certification Process

The certification program ensures all EFSPs meet the strict requirements necess

STEP 1 - Schedule a Certification Test

- The Certification Schedule is based on availability of JTI resources to conc
- You MUST pass **all certification scenarios** including impromptu testing

Only when you're ready!

If you don't pass your certification test, you're placed at the "back of the line" i
only schedule when you're ready!

Reach out to bschmidt@journaltech.com to schedule your certification test.

STEP 2 - Certification Test

Our certification is broken down into multiple days.

Prerequisites

- *Use searchable pdf documents* - You can upload whatever pdf documents
- *NFRC Endpoint* - Make sure your NFRC endpoint is working! If EFM recei
consider that a failed scenario.
- *EFSP IdentificationID* - All ReviewFiling requests must include your own u
IdentificationID. This is your own unique filing identifier that is passed bac
identifier is considered a failed scenario

Day 1

- JTI will slack you a list of *Case Initiation* scenarios to submit
- File them at your own pace, but have all submitted by 4PM PST. Slack the l

- JTI will process your submitted filings looking for errors, invalid data, inco
- If we find a significant error we'll discontinue the certification at that mom
- If everything is processing correctly, we'll continue to Day 2.

Day 2

- JTI will slack you a list of *Subsequent Filing* scenarios to pre-submit based
- File them at your own pace, but have all submitted by 4PM PST. Slack the l
- JTI will process your submitted filings looking for errors, invalid data, inco
- If we find a significant error we'll discontinue the certification at that mom
- If everything is processing correctly, we'll continue to Day 3.

Day 3

- Using GoToMeeting the JTI team will have you submit any remaining scen
- For the 3 impromptu scenarios, our testers will "call out" what scenario th
out all the form data and submit). Our team will approve/reject each filing
- For delayed NFRC, our team will provide a bit more information of what th
appropriately

Pass vs. Fail

LASC processes roughly 6,000 civil filings/day. JTI's strict pass/fail criteria reflect with their filings.

PASS means JTI was able to process your filings without significant issue and you

FAIL means you had a filing issue that cannot be corrected during the certification something again if the data you submitted was just wrong... but we're not passing

STEP 3 - EFSP Agreement

EFSPs who pass certification test will be emailed two documents that must be sig

1. EFSP Electronic Filing Agreement
2. ACH Authorization Form

You must complete and sign these documents before continuing.

STEP 4 - UAT

Whitelist IP - Don't forget to setup a static IP addresses for both UAT (max 2

EFSP Help Desk

EFSPs who have passed certification will receive (i) an account on our EFSP Help sandbox environment will be discontinued.

Test Filings

EFSPs who have (i) pass certification and (ii) signed their agreements will be given a test environment. These EFSPs will submit filings for **minimum two weeks** while in JT mode. This includes ensuring the correct documents are filed, delayed NFRCs are

Test Accounting Reports

During this stage, we also require vendors to submit a round of "accounting report" process allows both vendor and JTI to compare *expected vs actual* results to ensure

Submit the following types of filings to UAT **on the same day** and then open an

1. New Case
2. New Case from party with fee waiver
3. New Case with multiple parties (one with fee waiver)
4. New Case from government entity
5. Response-type doc
6. Response-type doc from party with fee waiver
7. Response-type doc from government entity
8. Response-type doc - FA fees paid via CRS Motion/Demurrer
9. Self Certify (fee waiver)
10. Self Certify (exempt)
11. Non-fee docs (Opposition, Affidavit, etc.)
12. Non-fee docs (Opposition, Affidavit, etc.) party with FW
13. Non-fee docs (Opposition, Affidavit, etc.) party with Govt Exempt

Upon receiving these filings, JTI will do the following:

1. Process them while continuing to look for data errors
2. Send a test accounting report (Excel) to your email the following day.
3. Review the test accounting report with the vendor to ensure accuracy of r

Preparation for Production

If the EFSP successfully passes the above UAT tests, the EFSP will be given the "g

- EFSPs will provide JTI with the IP address of your production application s
- EFSPs will be given access to the EFSP Help Desk used to track bugs/issue
- EFSPs will be issued production EFM API Keys.
- EFSPs will be **provided a go-live date** when their API Keys become acti

STEP 6 - Production

JTI will begin accepting production filings on the go-live date provided in Step 3.

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Attachment C - Requirements Response Workbook

| Workbook Instructions and Legend | | | |
|--|---|--|--|
| Offerors are to follow the instructions below to allow a uniform evaluation of the offers. Insert the appropriate response code within the 'Offeror Response' column for each requirement. Additionally note: | | | |
| An omitted response will be assumed to be the same as a response code of "N". | | | |
| Only one (1) response per requirement will be accepted. | | | |
| Offerors must insert an explanation for how a requirement will be met in the Offeror Comment column when responding with a code of G, C, 3, or F, or if the requirement explicitly requests the Offeror to provide a comment. If Offerors do not provide a comment when explicitly requested, the requirement will be given the lowest evaluation score. Offerors must provide a comment for cells highlighted in yellow in Column G (Offeror Comment). Offeror responses with code O or N do not require explanation. | | | |
| Response Option | Offeror Functionality | Definition | Additional Notes |
| O (OOTB) | Functionality provided as standard | The Offeror provides the functionality from its own code base (i.e., 'out of the box'). No customizing, working around, or configuration is required. The functionality must be installed and operational at other sites and be able to be demonstrated to OCA. | N/A |
| N (No) | Functionality not proposed | Not included in the proposed solution. | N/A |
| G (ConfiguratiOn) | Functionality provided by the Offeror, but requires configuration | The functionality can be accomplished with the Offeror's solution, but some configuration is required (e.g., the requirement will be met through configuration changes to settings of tables, switches, rules, user experience, etc. without modification or customization to the source code). | For this response option, Offeror must indicate the following in the comments column next to this response: 1. Description of configuration 2. Party who will perform the work (Offeror or Client/Other) 3. Estimated level of complexity (Very Complex, Somewhat Complex, Not Complex) |
| C (Customization) | Functionality provided by the Offeror, but requires customization | The functionality can be accomplished with the Offeror's solution, but some customizing or work around is required. This would include custom code developed to perform specific functions or validations outside the standard code. | For this response option, Offeror must indicate the following in the comments column next to this response: 1. Description of customization 2. Party who will perform the work (Offeror or Client/Other) 3. Estimated level of complexity (Very Complex, Somewhat Complex, Not Complex) |
| 3 (3rd Party Integration) | Functionality provided, but requires integration with third-party solution | The Offeror has established a relationship with a business partner to provide this functionality, which is fully integrated (data, process, application) with the proposed solution. If the proposed solution includes a third party component, the Offeror as the prime must include all initial and on-going costs in its bid. | For this response option, Offeror must indicate the following in the comments column next to this response: 1. Name of the proposed third-party software package 2. Interface/integration services being proposed, including if it requires customization or custom integration development. |
| F (Future Release) | Functionality provided by the Offeror, but in a future release | The functionality will be met with a particular feature that is in development. | For this response option, Offeror must indicate the following in the comments column next to this response: 1. Explanation of the new feature. 2. Expected date that such a feature will be made available. 3. If the feature will be included within the scope of this project. |
| Glossary of Terms | | | |
| Actors (Roles) | Definition | | |
| Clerk | A Clerk maintains the record of the court; eFiling responsibilities include the review of incoming filings, ensuring that court systems and records correctly include the filing and providing access to that information to internal and external stakeholders/customers. | | |
| Filer | A Filer is a person or firm who files documents with the court using eFiling; filers can be attorneys or non-attorneys. A subtype of Filer is a "Direct Filer" who can file directly to the EFM through an API, without going through an EFSP. | | |
| Firm Administrator | A Firm Administrator is responsible for the configuration and account management for attorneys within a firm. | | |
| Forms Author | An individual who uses the Forms Assembly tool to create a forms template for use by Self Represented Litigants (SRL's) aka Pro se Litigant (see definition below). | | |
| Global Administrator | An administrator who can update configuration settings in the solution that can apply across the solution and all user groups. | | |
| Judicial Officer | Officers of the courts including judges, associate judges, and magistrates. | | |
| Jurisdiction Administrator | An administrator who can update configuration settings in the solution that apply to impacted user groups only within a specific jurisdiction (e.g., within a court). | | |
| OCA | Office of Court Administration | | |
| Pro se Litigant / Self Represented Litigant | Pro se Litigant / Self Represented Litigant is a person who is a party in a case and who has not engaged the services of an attorney for the purposes of representing himself/herself in court (including filing of documents); this person has the ability to file documents via eFileTexas 2.0. | | |
| Public | Members of the general public have access to view filed documents and associated metadata that is deemed publicly available information. | | |
| User | This term is used when the action can be performed by any user in the system, regardless of role. | | |

| Actors (Systems) | Definition |
|---------------------------------------|---|
| CMS | Court Case Management System (CMS) that resides at each individual court, which tracks and manages case information and events. The CMS is updated with data and documents from eFiling. Note: Out of scope for the RFO |
| eFileTexas 2.0 solution (or Solution) | Offeror shall provide a solution that includes the following: EFM, State EFSP, Document Access, Redaction, and Forms Assembly. All components below are in scope for the RFO. |
| EFM | An Electronic Filing Manager (EFM) is the system that accepts electronic documents from filers via EFSPs and direct API integrations, and securely distributes these documents to the appropriate CMS where they can be reviewed and accepted into the CMS of that court by the Clerk. The EFM also serves copies of documents as requested by the filer. |
| State EFSP | In addition to commercial EFSPs, the solution includes a 'State EFSP' provided by the EFM offeror for filers not using a commercial EFSP. |
| Document Access | Provide access to accepted eFiled documents and associated metadata. Includes capabilities such as Search Documents, View Filing Data, and View Documents. |
| Redaction | Blocks access to selective protected content within filed documents. Includes capabilities such as Redact Automatically, Redact Manually, and Preview Redaction. |
| Forms Assembly | Use of standard forms by self-represented litigants to prepare and submit filings to the court. Includes capabilities such as Administer forms for use by pro se litigants, Prepare Forms, and Submit Forms. |
| EFSP | An Electronic Filing Service Provider (EFSP) is a third party private company which provides eFiling services directly to filers. The EFSPs collect filing information from the filers and transmits the filing to the EFM for subsequent distribution to the CMS, for review and approval by the clerk. Note: Out of scope for the RFO |
| Prioritization Levels | Definition |
| High | Required to be implemented by Go Live. |
| Medium | Highly desired to be implemented by Go Live or at least within three years after Go Live. |
| Low | Desirable (Optional). |
| Other Terms | Definition |
| Jurisdiction | Generally, the scope of a court's powers, including: the geographic region it covers, and its authority to handle a case based on the case's subject matter and/or the potential dollar amount of damages at stake. |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|-----|------------------------------------|---------------------|--|----------|--|---|
| 40 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to respond to a series of prompted questions that guide the Filer through the filing process | High | 3 (3rd Party Integration) | Provided by the EFSP |
| 70 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to dynamically enter information according to pre-defined configuration rules (e.g., displaying which fields appear, validating business rules based on selections made or data entered by a Filer such as case type, file type, document type, and/or document format) | High | O (OOTB) | |
| 80 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to set preferences for frequently used information (e.g., "favorite" courts, case types, file types, jurisdiction) | Medium | 3 (3rd Party Integration) | Provided by the EFSP |
| 100 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to indicate if certain confidential information (e.g., SSN) exists in a document being filed and/or if the entire document is confidential (e.g., Temporary Restraining Order, Mental Health) and make such indications visible to subsequent Clerk reviewers of the filing | High | O (OOTB) | |
| 110 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to populate contact information on a filing based on information associated to the Filer's account | High | 3 (3rd Party Integration) | Provided by the EFSP |
| 180 | eFiling Preparation and Submission | Prepare Form Filing | Ability to allow a recipient of the emails described in the above requirement to be able to opt out of further communications by case | High | 3 (3rd Party Integration) | Provided by the EFSP |
| 190 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Global Administrator or Jurisdictional Administrator to limit and view the number of parties included in a case at State or local levels, respectively (local court jurisdiction limits may apply - see Solution Administration requirements). <i>In the comments, further describe how this requirement would be met.</i> | Low | O (OOTB) | |
| 240 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to submit one document filed on multiple cases (e.g., substitution of Attorney on multiple cases, Vacation Letter, Criminal Filings). <i>In the comments please describe how this requirement would be met.</i> | Medium | N (No) | |
| 260 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to bundle filings of multiple lead documents in one case (e.g., motions) without invoking multiple lead document fees (e.g., only apply case-level filing fees once even if multiple documents are included in a single filing) | High | O (OOTB) | |
| 270 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to indicate that one document has been split into multiple files (e.g., to meet any file-size restrictions) and specify the sequence of such files. <i>Describe possible solutions to manage file sizes over 30MB (e.g., batch process large file size submission during non-peak hours, leverage lower priority queue, etc.).</i> | High | O (OOTB) | |
| 310 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to combine multiple document files into a single document at the time of upload | Low | 3 (3rd Party Integration) | Provided by EFSP |
| 320 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to add separator pages between the files when a single document is created from multiple files | Low | 3 (3rd Party Integration) | Provided by EFSP |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|-----|------------------------------------|-------------------------|---|----------|--|---|
| 330 | eFiling Preparation and Submission | Prepare Form Filing | Ability to link to PDF converter applications for use by a Filer without their own software to create PDFs | Low | 3 (3rd Party Integration) | Provided by EFSP |
| 340 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Filer to submit documents for action by another party which remain outside of the official record formally filed (e.g., a stipulation started by one Attorney which needs to be signed by the opposing Attorney, such as for e-discovery or order to adjourn) | High | N (No) | |
| 390 | eFiling Preparation and Submission | Prepare Form Filing | Ability for the State EFSP and/or the EFM to verify the condition of documents uploaded by Filers and prevent upload if a document is found to be corrupt or does not meet JCIT standards (see JCIT Technology Standards) | High | O (OOTB) | |
| 410 | eFiling Preparation and Submission | Prepare Form Filing | Ability for a Jurisdiction Administrator to define web page(s) for Filer, Public or other designated Users that display jurisdiction specific information (e.g., contact information, hours) allowable per business rules | Medium | N (No) | |
| 440 | eFiling Preparation and Submission | Prepare Bulk Filing | Ability to limit the number of filings (i.e., cases) a Filer may include in a bulk filing submission | High | 3 (3rd Party Integration) | Provided by EFSP |
| 450 | eFiling Preparation and Submission | Prepare Bulk Filing | Ability to for the Solution to support the submission of large numbers of filings in a bulk filing without impact to Solution performance | High | 3 (3rd Party Integration) | Provided by EFSP |
| 460 | eFiling Preparation and Submission | Prepare Non-Form Filing | Ability for a Direct Filer to submit a non-form filing in an XML format with embedded metadata tagged conformant with ECF standards | High | O (OOTB) | |
| 530 | eFiling Preparation and Submission | Submit Filing | Ability for a Filer to withdraw a filing before a Clerk has reviewed it | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 550 | eFiling Preparation and Submission | Submit Filing | Ability for a Filer to either file only, serve only, or file and serve as required | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 590 | eFiling Preparation and Submission | Submit Filing | Ability for an authorized Filer to request a designated jurisdiction staff when an emergency filing is submitted (e.g., add a comment to the filing that notifies designated staff) | Low | O (OOTB) | |
| 600 | eFiling Preparation and Submission | Submit Filing | Ability to perform a virus check on every document submitted by a Filer and prevent submission if a virus is found | High | O (OOTB) | |
| 620 | eFiling Preparation and Submission | Submit Filing | Ability for the Solution to assign a filing date per the parameters and business rules defined | High | O (OOTB) | |
| 640 | eFiling Preparation and Submission | Submit Filing | Ability for a Jurisdiction Administrator to stipulate filing blackout dates (e.g., for precise blackout periods, emergency / disaster event) during which filings would not be reviewed | High | O (OOTB) | |
| 660 | eFiling Preparation and Submission | Submit Filing | Ability to provide a single confirmation notice to a Filer when a bulk filing is submitted, listing all cases (including each case's documents) separately along with the fees charged to each case | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|------|-------------------------------|------------------|--|----------|-------------------------------------|--|
| 670 | eFiling Review and Acceptance | Submit Filing | Ability for a Filer to receive a notification that describes reason(s) a filing was rejected or returned for correction so that they may resolve the issue(s) prior to resubmittal | High | O (OOTB) | |
| 680 | eFiling Review and Acceptance | Submit Filing | Ability for a Filer to resubmit the same filing with corrected or additional documents for a previously submitted filing that was rejected or returned for correction | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 690 | eFiling Review and Acceptance | Submit Filing | Ability for a Filer the ability to resubmit a filing under the original filing date if anything in an envelope is rejected or returned for correction. <i>Describe capabilities to index resubmitted documents appropriately in an existing envelope</i> | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 870 | eFiling Review and Acceptance | Queue for Review | Ability for a Clerk to move documents between review queues | High | O (OOTB) | |
| 880 | eFiling Review and Acceptance | Queue for Review | Ability for a Judicial Officer to remove a filing from their queue and return it to back to the queue at a specific date | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1020 | eFiling Review and Acceptance | Review Filing | Ability for a Clerk to send notes or comments to a Filer prior to accepting or rejecting a filing (e.g., for clarification purposes, to request a Filer take additional action) | Medium | O (OOTB) | |
| 1040 | eFiling Review and Acceptance | Review Filing | Ability for a Clerk to merge multiple files if the document had been split into multiple files for submission purposes | Low | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1050 | eFiling Review and Acceptance | Review Filing | Ability for a Clerk to split one document into multiple documents (e.g., to split a single PDF containing multiple filings into separate documents) | Low | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1060 | eFiling Review and Acceptance | Review Filing | Ability for a Clerk to rotate documents during review and to save the document's rotation state at acceptance with file stamps positioned appropriately to the rotated document | Medium | O (OOTB) | |
| 1110 | eFiling Review and Acceptance | Accept Filing | Ability for a Clerk to accept individual documents in a filing without processing all documents in that filing | Medium | O (OOTB) | |
| 1200 | eFiling Review and Acceptance | Accept Filing | Ability for a Clerk the ability to recover and resubmit an accepted filing for which the CMS update transaction was not successful. <i>Describe how this requirement would be met.</i> | Medium | O (OOTB) | |
| 1230 | eFiling Review and Acceptance | Reject Filing | Ability for a Clerk to reject individual documents in a filing without processing all documents in that filing | High | O (OOTB) | |
| 1350 | eFiling Review and Acceptance | Digital Stamps | Ability for a Clerk to modify the date stamp of a filed document prior to acceptance | High | O (OOTB) | |
| 1360 | eFiling Review and Acceptance | Digital Stamps | Ability to require a Clerk to provide a reason why a date stamp is modified prior to saving any changes | High | O (OOTB) | |
| 1420 | eFiling Review and Acceptance | Provide eService | Ability for a Jurisdiction Administrator to specify allowable methods of service | Low | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1430 | eFiling Review and Acceptance | Provide eService | Ability for a Jurisdiction Administrator and/or Clerk to define a required method of service for specific documents / service types | Medium | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1450 | eFiling Review and Acceptance | Provide eService | Ability to automatically assign the Attorney of Record and pro se Filer for self-represented litigants as the first service contact | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1470 | eFiling Review and Acceptance | Provide eService | Ability to attempt to serve notices multiple times at an interval defined by the Global Administrator before deeming an electronic notice undeliverable | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|------|-------------------------------|-----------------------|--|----------|-------------------------------------|--|
| 1480 | eFiling Review and Acceptance | Provide eService | Ability to log each attempt to serve notices before an electronic is successful or designated undeliverable | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1490 | eFiling Review and Acceptance | Provide eService | Ability for a Global Administrator to configure the number of delivery attempts to be made before deeming an electronic notice undeliverable | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1500 | eFiling Review and Acceptance | Provide eService | Ability to issue a notification to a Filer who is responsible for serving parties or interested persons when an email address is not available for one or more of the parties to be served | Medium | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1510 | eFiling Review and Acceptance | Provide eService | Ability to process served citations through the eFileTexas 2.0 Solution (e.g., for constable to serve) | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1520 | eFiling Review and Acceptance | Provide eService | Ability to provide a Clerk with a notification when service is complete (in addition to filing of the return of service) | Low | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1540 | eFiling Review and Acceptance | Provide eService | Ability for a Global Administrator or Jurisdiction Administrator to specify the automated creation of certificates of service (e.g., insert a page at the end of every document served showing the case number, filer name, filer email address, date of service, list of all persons served (name and email address), etc.) | High | O (OOTB) | |
| 1550 | eFiling Review and Acceptance | Provide eService | Ability to track all details about e-service including status, date and time the service notice email was issued, and the date and time the service notice email was opened | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1560 | eFiling Review and Acceptance | Provide eService | Ability to prevent documents from being served until after a Clerk has accepted them | Medium | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1570 | eFiling Review and Acceptance | Provide eService | Ability for a Jurisdiction Administrator to prevent e-service on actions that should remain "unannounced" (e.g., ex parte protection orders) through configuration per business rules | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1590 | eFiling Review and Acceptance | Facilitate eDiscovery | Ability for a Filer to exchange other non-filed documents through the eFileTexas 2.0 Solution for discovery (e.g., attorney's sharing documents with other attorneys) and track and display associated data for authorized users (attorneys) within the Solution | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1600 | eFiling Review and Acceptance | Route Proposed Order | Ability for a Clerk to select to route a proposed order to a specific queue | High | O (OOTB) | |
| 1610 | eFiling Review and Acceptance | Route Proposed Order | Ability for a Clerk to route a proposed order to the top of a designated queue (e.g., a Judicial Officer queue) | High | O (OOTB) | |
| 1620 | eFiling Review and Acceptance | Route Proposed Order | Ability for authorized individuals (e.g., Judicial Officers) to edit a submitted document (e.g., a draft order prepared by an Attorney) with a new version of that document (e.g., a revised order) | Low | O (OOTB) | |
| 1630 | eFiling Review and Acceptance | Prepare Citation | Ability for a Clerk to prepare a citation through eFiling | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1640 | eFiling Review and Acceptance | Prepare Citation | Ability for a Clerk to prepare a citation where designated fields on the citation are automatically populated with data retrieved from the corresponding filing and/or CMS | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1650 | eFiling Review and Acceptance | Prepare Citation | Ability for a Clerk to submit a citation through eFiling | High | G (ConfIGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |

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|------|-------------------------------|----------------------------|---|----------|-------------------------------------|--|
| 1660 | eFiling Review and Acceptance | Prepare Citation | Ability for a Filer to request preparation of a citation | High | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1670 | eFiling Review and Acceptance | Prepare Citation | Ability for a Clerk to request service of a citation | High | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1680 | eFiling Review and Acceptance | Prepare Citation | Ability for a Filer to request service of a citation | High | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1690 | eFiling Review and Acceptance | Prepare Citation | Ability for a Filer to specify the method of service of a citation (e.g., eService, constable, etc.) | High | G (ConfiGuration) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1700 | Fee Admin and Calculation | Administer Fee Schedule | Ability for a Global Administrator to associate statewide or jurisdiction fees with filing types and other OCA defined events or services (e.g., eService) | High | G (ConfiGuration) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1820 | Fee Admin and Calculation | Administer Fee Schedule | Ability for a Global Administrator and/or a Jurisdiction Administrator to manage multiple fee schedule versions (e.g., use of effective dates in the fee schedule) | Medium | G (ConfiGuration) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1870 | Fee Admin and Calculation | Assess & Invoice Fees | Ability to assess filing fees as if there is a single lead document when multiple lead documents are submitted by a Filer for a single case | High | G (ConfiGuration) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 1900 | Fee Admin and Calculation | Assess & Invoice Fees | Ability for a Clerk to add additional services for which fees are assessed (e.g., clerk confirms with Filer of constable service of a document) | High | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 1910 | Fee Admin and Calculation | Assess & Invoice Fees | Ability for a Jurisdiction Administrator to specify how filing fees are calculated automatically as documents are added to the filing based on a predefined fee schedule (e.g., fees based on various criteria including type of case, type of service, number of pages in service documents) | High | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 2020 | Fee Admin and Calculation | Assess & Invoice Fees | Ability for a Filer to verify the availability of a funds via the designated payment method (e.g., credit card) at the time of filing and prevent submission if authorization is not received | Low | 3 (3rd Party Integration) | Provided by EFSP |
| 2050 | Fee Admin and Calculation | Assess & Invoice Fees | Ability for a Jurisdiction Administrator to configure placing (or not placing) a hold on the Filer's method of payment at the time of filing submission | Low | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 2250 | Forms Assembly | Author Templates and Forms | Ability for a Filer to save work in progress when completing a form in Forms Assembly (e.g. save feature, form status, ability to edit and/ or delete information) | High | G (ConfiGuration) | Provided by EFSP |
| 2280 | Forms Assembly | Author Templates and Forms | Ability for a Pro Se Litigant to provide electronic forms of signatures compliant with defined business rules (e.g., acknowledgement, image file of signature, /s/ name, signature pad (including on mobile device) | High | G (ConfiGuration) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 2330 | Forms Assembly | Author Templates and Forms | Ability for the Solution to provide a chat feature for a Filer to ask questions (e.g., with a bot) | Low | C (Customization) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 2340 | Forms Assembly | Author Templates and Forms | Ability for the Solution to expand input capabilities for data capture (e.g., Artificial Intelligence capabilities that leverage natural language, speech, and image processing so Users can use conversational text, speak to microphones, upload pictures, etc.) | Low | C (Customization) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|------|-----------------|----------------------------|---|----------|--|--|
| 2350 | Forms Assembly | Author Templates and Forms | Ability for the Solution to leverage artificial intelligence data about diagnosis, triage, possible options, typical outcomes, likelihood of success, available resources, etc. to better guide pro se Litigants through the legal process based on historical information | Low | C (Customization) | AI/ML are part of our longer term microservice roadmap but will NOT be included in the scope of the immediate project. |
| 2360 | Redaction | Redact Automatically (AI) | Ability to automatically redact documents based on criteria pre-defined by Global Administrator (e.g., Texas Rules of Civil Procedure - Rule 21C) for consideration by the Filer prior to submission of the filing | High | G (Configuration) | Ability to auto-redact documents based on pre-defined criteria and templates is available via configuration. Our solution does not require building, training and deploying AI/ML models. |
| 2370 | Redaction | Redact Automatically (AI) | Ability to automatically redact documents based on machine learning derived algorithms for the Filer's consideration prior to submission of the filing; <i>Please describe your experience and plans for the use of artificial intelligence in the application of redaction</i> | High | G (Configuration) | 'Ability to auto-redact documents based on pre-defined criteria and templates is available via configuration. Our solution does not require building, training and deploying AI/ML models. |
| 2380 | Redaction | Redact Automatically (AI) | Ability for a Filer to either accept all redactions or selectively accept redactions recommended by the Solution | High | G (Configuration) | This feature of previewing redactions is in our product roadmap for 2021. It will be included in the scope of the project |
| 2390 | Redaction | Redact Automatically (AI) | Ability for the Global Administrator to configure auto redaction criteria and rules. <i>Describe the level of configurability of the redaction solution.</i> | High | G (Configuration) | Ability to auto-redact documents based on pre-defined criteria and templates is available via configuration. Our solution does not require building, training and deploying AI/ML models. Global administrators have ability to configure redaction logic. |
| 2400 | Redaction | Redact Manually | Ability for a Filer to manually redact documents prior to submission of the filing | High | G (Configuration) | |
| 2410 | Redaction | Redact Manually | Ability for Filer to mask selected data prior to the submission of a filing (e.g., per Texas Rules of Civil Procedure - Rule 21C such as replacing initials or otherwise preventing the juvenile's name from being viewed, such as a black bar overlay) | High | F (Future Release) | 'This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 2440 | Redaction | Redact Manually | Ability for the Global Administrator to configure whether to display on the redacted document the User who applied the redaction (e.g., the Filer) | Low | G (Configuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 2470 | Redaction | Redact Manually | Ability for a Filer, Clerk or other designated User to create notes at the document and/or the case level (e.g., the note would be associated to all documents in the case) | Low | O (OOTB) | |
| 2480 | Redaction | Redact Manually | Ability for a Filer, Clerk or other designated User to create notes which the originator can share with selected (as chosen by the author) persons; Solution shall allow the author of the note to change whom the note is shared with or remove the note at any time | Low | N (No) | |
| 2490 | Redaction | Redact Manually | Ability for a Filer, Clerk or other designated User to access copies of documents and print without annotations or comments | Low | O (OOTB) | |
| 2500 | Redaction | Preview Redaction | Ability for a Filer to view a redacted document prior to submission of the filing | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 2510 | Redaction | Preview Redaction | Ability for a Filer to be prompted with additional fields which may require redaction (using criteria defined in Redact Automatically capability requirements below) when previewing a redacted document prior to submission of the filing | Medium | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 2550 | Document Access | Store Documents | Ability for the Document Access component to retrieve documents directly from an API-enabled CMS rather than storing the document in Document Access (e.g., integrated courts using APIs for Document Access similar to those used by the EFM); <i>In the comments please describe how this requirement would be met.</i> | High | O (OOTB) | |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|------|--------------------------------------|--------------------------------|--|----------|--|---|
| 2560 | Document Access | Store Documents | Ability for a Global Administrator to specify acceptable document formats to store in the document access repository (e.g., PDF, media formats such as video). <i>In the comments, please describe recommended file formats for efficiency and best practices, including digital evidence / multi-media types.</i> | High | O (OOTB) | |
| 2580 | Document Access | Store Documents | Ability for a Clerk to designate documents as private, confidential, or non-public for purposes of public access / security | High | O (OOTB) | |
| 2590 | Document Access | Store Documents | Ability for a Clerk to modify a document's security designation (private, confidential, or non-public) | High | O (OOTB) | |
| 2600 | Document Access | Store Documents | Ability for an authorized User to associate a document with one or more cases (e.g., a notice of appearance filed for multiple charges/cases) | Low | G (ConfGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 2610 | Document Access | Store Documents | Ability for an authorized User to remove a single document from a filing in Document Access without having to remove the entire filing (e.g., if a document is misfiled and the single exhibit needs to be pulled back and replaced with a substitute) | Medium | O (OOTB) | |
| 2620 | Document Access | Store Documents | Ability for a User to view conditions associated to a document being accessed (e.g., document has private / confidential information, has been categorized as non public), when specific circumstances allow it | High | O (OOTB) | |
| 2660 | Document Access | Provide Public Access | Ability for the Public or other designated User to perform full-text document searches supported by OCR technology. <i>In the comments please describe the approach to providing full text search capabilities.</i> | Medium | 3 (3rd Party Integration) | |
| 2670 | Document Access | Provide Public Access | Ability for the Public to search metadata using advanced search techniques (e.g., Boolean) | High | 3 (3rd Party Integration) | |
| 2680 | Document Access | Provide Public Access | Ability for the Public to save a search query (including search parameters) for subsequent reuse (when logged in) | Medium | 3 (3rd Party Integration) | |
| 2690 | Document Access | Provide Public Access | Ability for the Public to preview a document and associated metadata in Document Access without opening the document (e.g., view the document as a thumbnail or in a preview pane to see document content); <i>In the comments, please describe preview capabilities available.</i> | High | 3 (3rd Party Integration) | |
| 2790 | Document Access | Provide Public Access | Ability for the Public to download and save multiple related documents at once (e.g. multi-select from a document list) | High | 3 (3rd Party Integration) | |
| 2801 | Document Access | Provide Public Access | Ability for the Public to generate a hyperlink to a specific document. (e.g. to cite to that document from another document) | Medium | 3 (3rd Party Integration) | |
| 3040 | Process Automation and Orchestration | Deliver Required Notifications | Ability for a Global Administrator and/or Jurisdiction Administrator to specify which notifications are required and which can be opted-out by a Filer | High | G (ConfGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 3050 | Process Automation and Orchestration | Deliver Required Notifications | Ability for a Filer to opt out of filing notifications defined as optional (e.g., email spam) | High | O (OOTB) | |
| 3060 | Process Automation and Orchestration | Deliver Required Notifications | Ability for a Filer to define jurisdiction-specific contact information (e.g., email and physical addresses) when setting up an eFiling account; Solution shall send notifications to the account-level contacts if no jurisdiction-specific contact information is provided | High | G (ConfGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|------|--------------------------------------|--------------------------------|--|----------|--|---|
| 3070 | Process Automation and Orchestration | Deliver Required Notifications | Ability for a Global Administrator and/or Jurisdiction Administrator to issue Solution-wide broadcast notifications to online Users as needed | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 3080 | Process Automation and Orchestration | Deliver Required Notifications | Ability for the EFM to distribute all notices for a case to all Attorneys filing an appearance on a case | Medium | G (ConfirGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 3100 | Process Automation and Orchestration | Deliver Required Notifications | Ability for an Attorney or designated service contact to change the attorney noticing status | High | G (ConfirGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 3110 | Process Automation and Orchestration | Apply Electronic Signature | Ability for a Filer to apply (and read) electronic / digital signatures to filed documents | Low | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 3120 | Process Automation and Orchestration | Apply Electronic Signature | Ability for a Jurisdiction Administrator to incorporate the use of signature capture devices (e.g., signature pads, signature apps on mobile devices) to obtain point-in-time signatures from persons not registered as Users of the Solution (e.g., a defendant in a courtroom setting) | Low | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 3140 | Process Automation and Orchestration | Apply Electronic Signature | Ability for a Filer or Judicial Officer to sign PDF documents | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 3150 | Process Automation and Orchestration | Apply Electronic Signature | Ability for a Filer or Judicial Officer to select from multiple signature options | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |
| 3160 | Process Automation and Orchestration | Apply Electronic Signature | Ability for a Filer to submit a filing with multiple signatures to be placed on the same document | High | F (Future Release) | This feature is in our product roadmap for 2021. It will be included in the scope of the project |

| ID | Capability | Sub-Capability | Requirement | Priority | Offeror Response (O, N, G, C, 3, F) | Offeror Comment (Required when response is either G, C, 3, or F, or when specified in the requirement) |
|------|--------------------------------------|----------------------------|--|----------|--|---|
| 3170 | Process Automation and Orchestration | Apply Electronic Signature | Ability for a Judicial Officer to sign multiple documents at one time (e.g., within a single case or multiple cases) | Medium | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 3180 | Process Automation and Orchestration | Apply Electronic Signature | Ability for authorized User roles (e.g., Judicial Officers, Clerks) to authorize a designated User to "sign" a document on their behalf (e.g., one Judicial Officer may be asked to sign an order on behalf of another) | High | G (ConfiGuration) | This can be implemented using the configurable Workflow and Business Rules engine in the EFM |
| 3400 | Account Administration | Register Accounts | Ability for a User to use the same account to access any EFSP and/or the EFM | High | 3 (3rd Party Integration) | Identity provided by EFSP or Statewide Idp |
| 3410 | Account Administration | Register Accounts | Ability for a Filer or another User to belong to multiple User groups, subgroups, roles, and jurisdiction while being managed with one unique identifier; <i>In the comments please describe the approach to provisioning security rites rights with potentially overlapping and/or conflicting role profiles.</i> | High | 3 (3rd Party Integration) | Identity provided by EFSP or Statewide Idp |



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding **all** of the subcontracting work you have to offer under the contract to **only** Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you **do not** have a **continuous contract** in place for more than five (5) years **meets or exceeds** the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you **do not** have a **continuous contract** in place for more than five (5) years **does not meet or exceed** the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

The HUB goals for this procurement are:

- 21.1% - commodities contracts; and
- 26.0% - all other services contracts.

All Offerors, HUB and non-HUB, are required to submit a completed HUB Subcontracting Plan (HSP) with their response. Failure to submit a completed HSP shall result in the Offer to be considered non-responsive.

For a list of potential subcontracting opportunities, refer to Section 3.3 of the Request for Offer (RFO).

--Respondents using Checklist Option 3 must complete the HSP Good Faith Effort - Method B (Attachment B) for EACH subcontracting opportunity identified in Section 2 of the HSP.

--Please note: (Section B-3: Notification of Subcontracting Opportunity) of Attachment B requires respondent to provide notice to three (3) or more Texas certified HUBs AND two (2) or more Texas trade organizations and development centers for EACH subcontracting opportunity identified in Section 2.

--These notification must be done at least seven (7) working days prior to submitting your bid response to the contracting agency to allow time for the potential subcontractor to respond. ***Seven (7) working days shall be defined as business days of OCA, not including weekends or OCA observed holidays. The first working days shall be the day following the day that the notice was sent, and the 7th day is the day that the response is due.

--Provide along with all documentation (i.e., certified letter, fax, e-mail) and a copy of the CMBL/HUB Vendor Detail page. This is to ensure that the Texas certified HUB that is listed is an Active Bidder.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Journal Technologies, Inc. State of Texas VID #: 801631525
 Point of Contact: Maryjoe Rodriguez Phone #: (213) 229-5409
 E-mail Address: mrodriguez@journaltech.com Fax #: (213) 229-5375

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: 212200385 Bid Open Date: 4/10/2020
(mm/dd/yyyy)

Enter your company's name here: Journal Technologies, Inc. Requisition #: 212200385

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item # | Subcontracting Opportunity Description | HUBs | | Non-HUBs |
|--|--|---|---|--|
| | | Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> . | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> . | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1 | | % | % | % |
| 2 | | % | % | % |
| 3 | | % | % | % |
| 4 | | % | % | % |
| 5 | | % | % | % |
| 6 | | % | % | % |
| 7 | | % | % | % |
| 8 | | % | % | % |
| 9 | | % | % | % |
| 10 | | % | % | % |
| 11 | | % | % | % |
| 12 | | % | % | % |
| 13 | | % | % | % |
| 14 | | % | % | % |
| 15 | | % | % | % |
| Aggregate percentages of the contract expected to be subcontracted: | | % | % | % |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Journal Technologies, Inc. Requisition #: 212200385

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item # | Subcontracting Opportunity Description | HUBs | | Non-HUBs |
|--|--|--|---|--|
| | | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 16 | | % | % | % |
| 17 | | % | % | % |
| 18 | | % | % | % |
| 19 | | % | % | % |
| 20 | | % | % | % |
| 21 | | % | % | % |
| 22 | | % | % | % |
| 23 | | % | % | % |
| 24 | | % | % | % |
| 25 | | % | % | % |
| 26 | | % | % | % |
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| 34 | | % | % | % |
| 35 | | % | % | % |
| 36 | | % | % | % |
| 37 | | % | % | % |
| 38 | | % | % | % |
| 39 | | % | % | % |
| 40 | | % | % | % |
| 41 | | % | % | % |
| 42 | | % | % | % |
| 43 | | % | % | % |
| Aggregate percentages of the contract expected to be subcontracted: | | % | % | % |

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Journal Technologies, Inc.Requisition #: 212200385

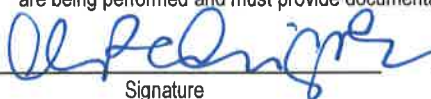
SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

We will hire, train and manage our own employees to perform this contract. The effort to hire individual personnel is greater compared with finding a registered consultant, but it allows us an important amount of control over the quality of the personnel. This also allows us to control costs and avoid using customer money to pay unnecessary margins to consulting firms, and provide higher wages to our people.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Maryjoe Rodriguez

Printed Name

Vice President

Title

06/11/2020

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Journal Technologies, Inc.

Requisition #: 212200385

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name | Texas VID <small>(Do not enter Social Security Numbers.)</small> | Date Notice Sent <small>(mm/dd/yyyy)</small> | Did the HUB Respond? <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|--------------|---|---|--|
| | | | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
| | | | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
| | | | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers | Date Notice Sent <small>(mm/dd/yyyy)</small> | Was the Notice Accepted? <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|--|---|--|
| | | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
| | | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |

HSP Good Faith Effort - Method B (Attachment B) Cont.

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| | |
|---|---------------------------------|
| Enter your company's name here: <u>Journal Technologies, Inc.</u> | Requisition #: <u>212200385</u> |
|---|---------------------------------|

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name | Texas certified HUB | Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|--|---|---------------------------|---------------------------------|
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |
| | <input type="checkbox"/> - Yes <input type="checkbox"/> - No | | \$ | % |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Attachment G Execution of Offer

NOTE: THIS ATTACHMENT MUST BE SIGNED AND RETURNED WITH THE OFFER. OFFERS THAT DO NOT INCLUDE THIS ATTACHMENT WILL BE DISQUALIFIED. THE OFFER SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS ATTACHMENT.

By signature hereon, Offeror certifies that:

All statements and information prepared and submitted in the response to this RFO are current, complete, and accurate.

Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Offeror nor the firm, corporation, partnership, or institution represented by Offeror or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Offer either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFO.

When a Texas business address is shown hereon, that address is, in fact, the legal business address of Offeror and Offeror qualifies as a Texas Resident Bidder under 1 TAC §111.2.

Under Government Code §2155.004, no person who prepared the specifications or this RFO has any financial interest in Offeror's Offer. If Offeror is not eligible, then any contract resulting from this RFO shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Offeror] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code §231.006, relating to child support obligations, Offeror and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

The names and social security numbers of any person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Offer are as follows:

| | |
|--------------|--------------------------------|
| Name: | Social Security Number: |
| Name: | Social Security Number: |
| Name: | Social Security Number: |

In accordance with Government Code §2252.901, Offeror certifies that no principal of Offeror was an employee of the Office of Court Administration within the past year, and that no employee of Offeror who

was an employee of the Office of Court Administration within the past year will perform services if Offeror is awarded this contract.

Offeror represents that no person who, in the past four years, served as an executive of the Office of Court Administration or any other state agency, was involved with or has any interest in this Offer or any contract resulting from this Offer. If Offeror employs or has used the services of a former executive head of the Office of Court Administration or other state agency, then Offeror shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Offeror, and date of employment with Offeror.

Offeror agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Offeror certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government's terrorism watch list as described in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it. Entities ineligible for federal procurement are listed at <http://www.sam.gov/>.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.

The acceptance of funds by the Offeror or any other entity or person directly under this contract or indirectly through a subcontract under this contract authorizes the state auditor to conduct an audit or investigation in connection with those funds. Offeror or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Offeror will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Offeror acknowledges that OCA is required to post to the Legislative Budget Board's public website information about this solicitation, response documents and any awarded contract. Offeror also acknowledges that a requestor who is denied access to information marked confidential or proprietary by Offeror may appeal OCA's withholding of this information under Rule 12 of the Rules of Judicial Administration. Offeror acknowledges that OCA makes no guarantee that a Rule 12 appeal panel will uphold any argument for denying access to any information within an offer and that the decision of a Rule 12 appeal panel is final and binding on OCA.

PREFERENCES

Offeror represents and warrants that it qualifies for all preferences indicated below (check applicable boxes). Not all preferences apply to all procurements. Texas bidder preferences may not apply to contracts with out-of-state or foreign entities. For more information about preferences, see the State of Texas Procurement and Contract Management Guide.

Tie bid preferences (Tex. Gov. Code 2155.444):

- Goods or services produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Texas vegetation native to the region, for landscaping
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Non-agricultural goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- USA-produced supplies, materials or equipment

Specification preferences:

- Products made of recycled, remanufactured, or environmentally sensitive materials (Tex. Gov. Code 2155.445)
- Energy-efficient products (Tex. Gov. Code 2155.442)
- Rubberized asphalt paving material (Tex. Gov. Code 2155.443)
- Recycled motor oil and lubricants (Tex. Gov. Code 2155.447)
- Recycled paper products (Tex. Gov. Code 2155.448(a))
- Foods of higher nutritional value, for public cafeterias (Tex. Gov. Code 2155.452)
- Manufacturers that recycle or reuse computer equipment made by other manufacturers (Tex. Health and Safety Code 361.965(d))

Source preferences:

- Products produced at facilities located on formerly contaminated property (Tex. Gov. Code 2155.450)
- Products and services from economically depressed or blighted areas (Tex. Gov. Code 2155.449, 2306.004)
- Vendors that meet or exceed air quality standards (Tex. Gov. Code 2155.451)
- Products made by persons with disabilities (Tex. Gov. Code 2155.441)
- Products made by Texas Correctional Industries (Tex. Gov. Code Ch. 497)

Offeror represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Offeror and to bind Offeror under any contract resulting from this Offer.

OFFEROR (COMPANY): Journal Technoliges, Inc.

SIGNATURE (): 

NAME (TYPED/PRINTED): Maryjoe Rodriguez

TITLE: Vice President DATE: 06/11/2020

STREET: 915 E. 1st Street

CITY/STATE/ZIP: Los Angeles, California 90012

TELEPHONE AND FACSIMILE NUMBERS: phone: (213) 229-5402 fax: (213) 229-5375

TEXAS IDENTIFICATION NUMBER (TIN): _____

5.7 Service Level Agreement and Service Level Requirements

Service Level Agreement

Offeror Response (select one by entering an 'X' in the appropriate box):

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | (1) Offeror accepts Service Level Agreement language provided in Attachment B: Service Level Agreement. |
| <input checked="" type="checkbox"/> | (2) Offeror requests alternate language for the Service Level Agreement (see below). |

Offeror's alternate SLA language (provide if option 2 selected above):

JTI expects to provide a system in keeping with the requirements of Attachment B: Service Level Agreement, but State should refer to the "Offeror Response to Statement of Work," in particular Section 5.5.3.2 therein, which includes specifications about the service levels that can be expected, and the support JTI provides to maintain such levels. To the extent Attachment B conflicts with that section of the RFO response, JTI requests that its specifications should control.

Additionally, as a point of clarification, JTI is open to negotiating the availability of service level credits, or "Performance Reimbursements" as referenced in Section B.4 ("Performance Reimbursement") of Attachment B.

Service Level Requirements

Offeror Response (select one by entering an 'X' in the appropriate box):

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | (1) Offeror accepts Service Level Requirements provided in Attachment B.1: Service Level Requirements. |
| <input checked="" type="checkbox"/> | (2) Offeror requests alternate language in the table below. |

Offeror's alternate language in Table 32 below (provide if option 2 selected above):

As just noted above, JTI expects to provide a system in keeping with the requirements of Attachment B.1: Service Level Requirements, but State should refer to the "Offeror Response to Statement of Work," in particular Section 5.5.3.2 therein, which includes specifications about the service levels that can be expected, and the support JTI provides to maintain such levels. To the extent Attachment B conflicts with that section of the RFO response, JTI requests that its specifications should control.

Attachment B.1: Service Level Requirements workbook is to be attached to the Service Level Agreement describing OCA's Service Level Requirements. The Offeror shall complete the below table to describe any exceptions to service level requirements and

provide a justification for each exception. If the Offeror takes no exceptions to the service level requirements, state “none”.

Table 1: Service Level Requirements Exceptions

| SLR-ID | Proposed Change(s) | Justification(s) |
|--------|--------------------|------------------|
| | | |

Master Services Agreement

The successful Offeror shall be required to execute the MSA included as Attachment A: Master Services Agreement. The terms and conditions in the MSA shall govern any agreement issued as a result of this RFO.

THE FOLLOWING PROVISIONS OF THE MSA ARE NON-NEGOTIABLE: ARTICLES 11 (INVOICING AND PAYMENT), 12 (E-FILING DATA AND OTHER CONFIDENTIAL INFORMATION), 14 (REPRESENTATION, WARRANTIES AND COVENANTS), 16 (INDEMNITIES), 17 (LIABILITY), 18 (DISPUTE RESOLUTION), AND 19 (TERMINATION) (COLLECTIVELY, THE “NON-NEGOTIABLE PROVISIONS”). IN ORDER TO BE QUALIFIED, AN OFFEROR MUST AFFIRM THAT THE OFFEROR WILL NOT TAKE EXCEPTION TO THE NON-NEGOTIABLE PROVISIONS. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE OFFEROR.

For those provisions not listed above as non-negotiable that are unacceptable, please identify, list and describe any exceptions taken in conformance with Table 33 below and separately provide a “red line” version of the MSA identifying the provisions taken exception to and providing alternate language where applicable.

Offeror Response (select one by entering an ‘X’ in the appropriate box):

| | |
|----------|--|
| | (1) Offeror accepts the Non-Negotiable Provisions. This box must be checked in order to be qualified to make this Offer. See below |
| | (2) Offeror accepts all provisions of the MSA provided in Attachment: Master Services Agreement. |
| X | (3) Offeror requests alternate language to the negotiable provision of the MSA in the table below and will separately provide a “red line” version of the MSA identifying the provisions taken exception to and providing alternate language where applicable. |

Offeror’s alternate language in the table below (provide if option 3 selected above):

Before setting forth exceptions to and alternate language for provisions of the Master Services Agreement (MSA), JTI wishes to clarify that, notwithstanding the State’s notation that certain portions of the MSA are “non-negotiable,” JTI has included exceptions and clarifications relating to certain of those sections, which exceptions and clarifications JTI believes are necessary to bring to the State’s attention at this stage of the RFO process. Please see the table below for further details, and please consult the “redline” edit JTI has returned with its RFO response to see exact proposed revisions.

Additionally, as an initial point of clarification, and with respect to timelines and milestone dates, JTI would like to clarify that this would be a joint contract between JTI and the State, and that the State must assist JTI in all phases of the project. JTI will work with the State to jointly develop the project work plan (including an

implementation timeline) and implement the licensed software. While JTI will take the lead in providing its software and services, implementation of the licensed software will require the involvement and assistance of State personnel, so JTI cannot assume sole responsibility for the timing of the implementation, as this would be a joint project for which each of JTI and the State are responsible for fulfilling their respective obligations with respect to the project. JTI pledges to work in good faith with the State to determine the most efficient method of delivery for the required deliverables during the initial meetings under the project work plan.

Table 2: Exceptions to Master Services Agreement

| # | Exception | Proposed Alternate Language |
|---|--|---|
| 1 | <p>4.1(e)(i) Failure to Perform. JTI would like to clarify that acceptance of the software and the system must be at or prior to the Go Live of the system, and that all related testing must be completed prior to Go Live. The State will have reasonable discretion to determine, after implementation and testing, that all deliverables are acceptable and ready for Go Live. By deciding to Go Live, the State will have agreed that JTI has met all specifications and that the work was satisfactorily completed.</p> | <p>The Implementation Services and the activities and Deliverables associated therewith shall not be deemed to be complete until OCA's Acceptance thereof. Acceptance or non-acceptance of the activities and Deliverables associated with the Implementation Services must be determined by OCA prior to the go-live of the system.</p> |
| 2 | <p>4.3(a)(i) Period of Provision. JTI wishes to clarify that it is willing to provide the State with the transition services described in this section, in the event the contract is terminated for any reason, subject to the State's payment of services fees to JTI on a time and materials basis at JTI's then current hourly rate</p> | <p>Period of Provision. Contractor shall provide Termination Assistance Services commencing on the date that OCA determines there shall be an Assistance Event and continuing for up to twelve (12) months after the effective date of such Assistance Event, as designated by OCA, subject to further extensions as permitted by Section 4.3(a)(iii). For avoidance of doubt, Termination Assistance Services performed by Contractor shall be performed with Charges as set forth in Exhibit 4.</p> |
| 4 | <p>4.5(a)(v) Failure to Cure Noncompliance. JTI does not agree to a conditional acceptance of deliverables (please see JTI's response in row 1 of this table), and JTI cannot act as an insurer between the costs associated with JTI's proposal and the costs of others' services. Accordingly, JTI proposes</p> | <p>Failure to Cure a Noncompliance. If Contractor does not correct all material Noncompliance of a Deliverable within a reasonable period of time following resubmission and receipt of a second notice of such Noncompliance (not to exceed five (5) Business Days), then OCA may, in its sole discretion and upon written notification to Contractor, (A) provide Contractor an additional cure period to fix the Noncompliance; or (B) reject the Deliverable entirely, in which case Contractor shall fully refund any Charges paid for</p> |

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| | striking item (D) of this subsection | such Deliverable; If OCA elects options (A) above and Contractor fails to cure the Noncompliance in accordance with the foregoing, OCA may thereafter also elect to pursue option (B). The remedies above are in addition to and shall not limit OCA's other remedies, whether at Law, in equity, or under this Agreement. |
| 5 | 4.5(a)(vi) Previously Accepted Items. Please see JTI's response in row 1 of this table, pertaining to acceptance. In keeping with that exception JTI proposes striking this subsection in full. | |
| 7 | 5.3 Service Problems Analysis. JTI believes the procedures set forth in subsections (a) and (b) of this Section 5.3 are sufficient guard against service Problems, and requests subsection (c) be struck in full. | |
| 8 | 5.4 Satisfaction Surveys. JTI requests that any such surveys undertaken by State shall be done at the State's sole expense. | OCA Conducted Surveys. Unless otherwise set forth in the Statement of Work, OCA may, through an independent third party selected by OCA, conduct customer satisfaction index surveys of the Services to be provided under this Agreement in accordance with the schedule, scope, survey protocols and procedures specified in the Statement of Work; provided that in no event shall such satisfaction survey be conducted prior to the third anniversary of the Effective Date, and thereafter, once every other Renewal Term. Contractor OCA shall be responsible for the expenses of all such customer satisfaction index surveys conducted pursuant to this Section 5.4(a). In addition to the satisfaction surveys to be conducted pursuant to Section 5.4(a), OCA may survey satisfaction with Contractor's performance in connection with and as part of broader satisfaction surveys periodically conducted by OCA, which shall also be conducted at OCA's sole expense. |
| 9 | 6.1 Contractor Project Manager; 6.2 Contractor Program Manager. JTI is committed to providing the Services and Deliverables described in the Agreement, but does not believe this requires its staff to work exclusively for the State. | Contractor shall designate a Contractor Project Manager. The Contractor Project Manager shall (i) be a full-time employee of Contractor, (ii) remain in this position until Contractor completes the Implementation Services in accordance with the Statement of Work (except as the result of voluntary resignation or involuntary termination for cause, reassignment as may be deemed necessary by Contractor at Contractor's sole |

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| | <p>Accordingly, JTI proposes striking the provisions in these sections that would require such.</p> <p>Additionally, as the employer, JTI wishes to retain discretion to reassign project personnel if it becomes necessary.</p> | <p>discretion, illness, disability, or death, or other leave of absence protected by applicable Law (e.g., the Family and Medical Leave Act)), (iii) be the single point of contact to whom all OCA communications concerning the Implementation Services and the Statement of Work may be addressed, (iv) have authority to act on behalf of Contractor in all day-to-day matters pertaining to the Implementation Services and the Statement of Work, and (v) have day-to-day responsibility for ensuring timely delivery of all Deliverables and performance of the Implementation Services in accordance with the Statement of Work.</p> |
| 10 | <p>7.1(d) System Documentation. As to the reference to training described herein, JTI would like to clarify that this is a joint contract between JTI and the State and that the State must assist JTI in all phases of the project until the date of Go Live. JTI will train the State's software trainers prior to Go Live and the State will create the training documentation with JTI's assistance. JTI will provide training services prior to Go Live. Any additional training services requested by the State following Go Live would require an additional statement of work and the payment of additional hourly fees.</p> <p>Additionally, JTI would like to clarify that it does not create and provide "user manuals," but instead will provide State with system manuals. The State shall create configuration manuals for their users; with the creation of such configuration manuals JTI can assist, but the State remains ultimately responsible for the creation of manuals to be provided to its end users.</p> | <p>System Documentation. Contractor shall provide such training and documentation to State's software trainers prior to Go Live, after which time any additional training services requested by the State shall require an additional statement of work and the payment of hours fees</p> |
| 11 | <p>7.5(a) User of Subcontractors. From time to time, JTI will engage consultants as regular staff enhancements who prefer to provide services as independent contractors rather</p> | <p>Use of Subcontractors. In its performance of this Agreement Contractor may from time to time engage consultants as regular staff enhancements who prefer to provide services as independent contractors rather than employees. OCA shall retain the right to, upon consideration</p> |

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| | <p>than as employees. Accordingly, JTI requests that the State approve in advance JTI's use of any such consultants who, individually or through small companies, act as regular staff enhancements. JTI does not agree that it should have to obtain written permission from the State prior to engaging such consultants.</p> | <p>of a staff enhancement Contractor seeks to engage, disapprove of such staff enhancement.</p> |
| 12 | <p>9.1 Audit Rights. JTI proposes that any of the audits required by the State be conducted at the State's sole cost and expense. Further, JTI proposes that any books, records, documents, and other evidence of accounting procedures and practices related to JTI's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the State's review, and proposes adding language to that effect to subsections 9.1(b), 9.1(c) 9.1(d), and 9(e)(ii)</p> | |
| 14 | <p>10.2 Taxes. JTI agrees that it will be responsible for payment of taxes on its income, but would like to clarify that all excise, sales and similar taxes, if any, levied on account of payments to JTI are the responsibility of the State</p> | <p>Pursuant to Section 151.309, Texas Tax Code, OCA is exempt from the assessment of State taxes and, pursuant to Texas Administrative Code, Title 34, Part 1, Chapter 3, Subchapter O, §3.322(c)(4), is not required to present an exemption certificate with respect to State sales tax. In addition, OCA is exempt from federal taxes pursuant to 26 U.S.C. §§ 4253(i) and (j). Except as set forth in this Section 10.2 or Exhibit 4, Contractor shall not include any taxes in the Charges. Notwithstanding the above, all excise, sales and similar taxes, if any, levied on account of payments to Contract are the responsibility of OCA. Contract shall be responsible for payment of taxes on its income.</p> |
| 17 | <p>12.4(b) Security Incident Involving e-Filing Personal Data. JTI would agree to bearing the legal costs incurred by Contractor in complying with legal obligations relating to a security incident, to the extent such incident is caused by the negligence or willful misconduct of Contractor.</p> | <p>To the extent a Security Incident involves e-Filing Personal Data and is attributable to the negligence or willful misconduct of Contractor or Contractor Personnel, Contractor shall bear the costs incurred by Contractor in complying with its legal obligations relating to such Security Incident.</p> |

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| 18 | <p>13. License Grant and Materials. For the avoidance of doubt, the State will be receiving a non-exclusive, non-transferable, term-limited license to use JTI's proprietary software (and all modifications and improvements thereto) delivered to the State under the Contract, and such license will be subject to the terms and conditions set forth in JTI's standard License, Maintenance and Support Agreement (the "JTI License Agreement") delivered with JTI's proposal. To the extent of any conflict between the provisions of RFO Section 13 or any of the other terms and conditions of the RFO, on the one hand, and the provisions of the JTI License Agreement, JTI proposes that the terms of the JTI License Agreement would control. Please see revised language in the "redline" returned with JTI's RFO proposal for further detail.</p> | |
| 19 | <p>13.2 Work Product; Other Materials. JTI wishes to clarify the nature of the work product to be provided State.</p> | <p>All strictly custom Work Product specifically and solely developed for the purposes of providing services under this Agreement that does not incorporate any of JTI's proprietary software or intellectual property shall be owned by OCA. OCA shall have all right, title and interest in and to such Work Product and all copies made therefrom. This Agreement grants OCA no title or rights of ownership in JTI's proprietary software or intellectual property in existence prior to the effective date of this Agreement or developed independently after the effective date of this Agreement. OCA hereby grants 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 OCA pursuant to this Section 13.2 for the purpose of incorporating such work product and intellectual property into products Contractor prepares for other customers.</p> |
| 20 | <p>16.1 General Indemnity by Contractor. JTI has clarified that it is willing to indemnify State to the extent any liability</p> | <p>CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, OCA AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES,</p> |

| | | |
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| | <p>arises from the negligence or willful misconduct of JTI, except to the extent any such liability is caused or contributed to by the negligence of State or its officers, agents or employees.</p> | <p>CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES (COLLECTIVELY, "OCA INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, ACTION, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY STATEMENT OF WORK OR PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH LIABILITY, ACTION, CLAIM, DEMAND OR SUIT WAS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE OCA OR ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES.</p> |
| 21 | <p>16.2. Intellectual Property Indemnity. JTI has clarified that it is willing to defend the State and other listed parties against infringement claims resulting from the State's use of JTI's licensed software; however, JTI would like to clarify that its indemnification obligations under this section will not extend to damages that arise out of the State's modification or unauthorized use of any software provided by JTI to the State under the contract.</p> | <p>CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OCA AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) OCA'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OCA BY CONTRACTOR OR OTHERWISE TO WHICH OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT EXTEND TO DAMAGES THAT ARISE OUT OF OCA'S MODIFICATION OR UNAUTHORIZED USE OF ANY SOFTWARE PROVIDED BY CONTRACTOR TO OCA UNDER THIS AGREEMENT</p> |
| 22 | <p>17.2 Force Majeure. JTI has clarified that it wishes to add these items to the Force Majeure section: labor disputes or other industrial disturbances, electrical or power outages,</p> | <p>General. Subject to Section 17.2(c), no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of</p> |

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| | <p>utilities or other telecommunications failures, internet service provider failure or delays.</p> | <p>God, wars, riots, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, civil disorders, rebellions or revolutions, acts of terrorism, epidemics, pandemics, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of prudent planning, alternate sources, incident response plans, workaround plans or other means ("Force Majeure Event")</p> |
| 23 | <p>17.2(b) Substitute Services. JTI does not agree to an obligation requiring it to obtain substitute services and requests this section be struck</p> | |
| 24 | <p>17.3 Limitation of Liability. JTI has clarified that it requests setting the liability cap at 3 years' worth of Charges paid and payable by State to JTI. Additionally, JTI does not agree to exempting the items in subsection (c) from the liability cap and requests those provisions be struck, as noted in the redline.</p> | <p>Liability Cap. Except as limited by applicable Laws (including those provisions applying to governmental agencies under the constitution of the State), the total aggregate liability of either Party, for all claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, shall not exceed, in the aggregate, the amount of Charges paid and payable by OCA to Contractor during the first three (3) years of the Agreement term.</p> |
| 25 | <p>19.3 Termination Upon Contractor Change of Control: JTI does not believe that termination of the Contract is appropriate if there is a change in ownership of JTI. A change in ownership of JTI or its parent company, which is a public company, would not affect JTI's obligations under the Contract. Accordingly, JTI proposes striking Section 19.3.</p> | |
| 26 | <p>19.8 Lack of Sufficient Funds or Statutory Authority. JTI understands that payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available to State, and proposes that the Contract specify that in the event the funding becomes unavailable, JTI will nonetheless be paid for all work and services</p> | <p>OCA is a State agency whose authority is subject to the actions of the State legislature. If funds sufficient to pay OCA's obligations under this Agreement are not appropriated by applicable governmental authorities or if OCA's statutory authority to enter into this Agreement is repealed by the State legislature or ruled unconstitutional by a court of competent jurisdiction, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice without penalty or charges to OCA; provided, however, that OCA shall pay</p> |

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| | performed or delivered in a reasonably satisfactory manner prior to termination, whether or not completed or accepted at the time of termination. | Contractor for work and services performed or delivered in a reasonably satisfactory manner prior to termination, whether or not completed or accepted at the time of termination, and for which Charges are owed for. |
| 27 | <p>20.12 Severability. While JTI understands the importance of having the provisions of the Contract comply with all applicable law, JTI notes that the State and its counsel are in a much better position than JTI to know if any provisions or requirements in the Contract violate any applicable law or are unenforceable, since the Contract will be governed by Texas law. Accordingly, JTI proposes adding the following language to Section 20.12: “, and the invalid or unenforceable provision shall be replaced by a provision, which, being valid and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable provision</p> | <p>If any provision of this Agreement (or any portion thereof) or the application of any such provision (or portion thereof) to any person, Entity or circumstance is held to be invalid, illegal or otherwise unenforceable in any respect by a final judgment, order of the State Office of Administrative Hearings or a court of competent jurisdiction, such provision shall be deemed to be void and unenforceable, and the invalid or unenforceable provision shall be replaced by a provision, which, being valid and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable provision</p> |

5.8 Exceptions and Assumptions

5.8.1 Exceptions to the Statement of Work and Service Level Agreement

Any exceptions taken to the Statement of Work and/or Service Level Agreement are to be made in accordance with the format specified Sections 5.4, 5.5, 5.6, 5.7, and 5.8. Exceptions to the Statement of Work and/or Service Level Agreement are discouraged and will be looked upon unfavorably by OCA during the Offeror evaluation and selection process.

5.8.2 General Assumptions and Dependencies

Identify all general assumptions and dependencies associated with this offer in the table below; add additional rows as necessary. Please note that any cost-related information must not be stated here but must be included only in the Assumptions section of the Attachment D: Cost Workbook.

Table 3: General Assumptions and Dependencies

| # | Assumptions and/or Dependencies |
|---|---|
| 1 | As to the provision in 1.2.19 (“OCA’s Right to Reject Offers”) regarding OCA’s right to reject an offer in part, JTI notes that it has prepared its bid on an all or none basis in order to minimize total costs and, therefore, its bid does not reflect the terms on which JTI would be willing to perform a portion of the work specified in the RFO. Accordingly, the terms of JTI’s submitted proposal are offered only for the entire award. If the State would like to make the award on a partial basis, then JTI would consider preparing an alternative proposal. |
| 2 | As to Section 4.1 of the RFO (“Project Background and Objectives”), JTI wishes to clarify that this is a joint contract between JTI and the State and that the State must assist JTI in all phases of the project. JTI will work with the State’s project managers to jointly develop the project work plan and implement the licensed software. |
| # | <i>Insert rows as necessary</i> |



Master Services Agreement

OCA Contract No. 212-20-0385

Between

Texas Office of Court Administration

and

Contractor

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MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered by and between the Texas Office of Court Administration (“**OCA**”), on behalf of the State of Texas, with its principal place of business at 205 W. 14th St., Suite 600, Austin, Texas 78701, and [] (“**Contractor**”), a [] corporation, with its principal place of business at [], effective as of the full execution of the Agreement by OCA and Contractor (the “**Effective Date**”).

WHEREAS, OCA has a mission to provide resources and information for the efficient administration of the judicial branch of Texas, specifically to provide Texas courts with technology solutions for electronic filing;

WHEREAS, in 2012, OCA implemented an electronic filing system for Texas courts (“**eFileTexas**”);

WHEREAS, under the Strategic Plan for Fiscal Years 2017 – 2021, submitted to the Governor’s Office of Budget and Policy and the Legislative Budget Board, OCA was tasked to develop, implement, and promote automated systems to facilitate improved court efficiencies and to advance the establishment of technology standards throughout the Texas courts;

WHEREAS, the current contract for eFileTexas expires in August of 2022;

WHEREAS, OCA desires a state-wide cloud-based, electronic filing system, with components to include eFiling preparation and submission, eFiling review and acceptance, fee administration and calculation, forms assembly, redaction component, document access capability, process automation and orchestration, account administration, integration, reporting, solution administration, and records management system (collectively, “**eFileTexas 2.0**” as further described in the Statement(s) of Work attached hereto);

WHEREAS, eFileTexas 2.0 is intended for use by Texas appellate, district, county, municipal, probate, and justice courts, their clerks and other designated court staff (“**Courts**”) and by an unlimited number of Authorized Users;

WHEREAS, OCA desires to outsource the management of certain OCA information technology services described in the Statement(s) of Work attached hereto;

WHEREAS, OCA desires to engage the Contractor to provide best-in-class services in technology and information, drive increased innovation and improved capabilities at an efficient cost, and leverage technology to make end users more productive, efficient and effective;

WHEREAS, in accordance with the Laws of the State, OCA issued the “Request for Offer” on the Texas Comptroller of Public Accounts’ Electronic State Business Daily website, Request for Offer No. 212-20-0385 “Request for Offer for a Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly System” (the “**RFO**”);

WHEREAS, after evaluation of the responses to the RFO (each a “**Response**”), OCA determined, and Contractor demonstrated that, Contractor is capable of providing and completing the Services in a successful, on-time manner, within budget, and in the manner documented in this Agreement, as further described within the Statement of Work; and

WHEREAS, OCA desires to procure from Contractor, and Contractor desires to provide to OCA, on the terms and conditions of this Agreement, the Services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, OCA and Contractor (collectively, the “**Parties**” and each, a “**Party**”) hereby agree as follows:

1. INTRODUCTION

1.1 Provision, Performance and Management by Contractor.

OCA desires that certain Services presently provided, performed and managed by or for OCA shall be provided, performed and managed by Contractor as described in this Agreement. Contractor has carefully reviewed the terms of this Agreement and desires to provide, perform and manage such Services for OCA in accordance with the terms herein.

1.2 Contractor’s Experience and Qualifications.

Contractor represents and warrants that it is an established provider of the Services as awarded under this Agreement and has the skills, qualifications, expertise, financial resources and experience necessary to provide the Services (including the plans, reports, and other deliverables) described in this Agreement in accordance with the terms herein.

1.3 Definitions.

Capitalized terms used in this Agreement shall have the meanings set forth in **Exhibit 1**, unless otherwise defined in the context of the provision. Words having well-known technical or trade meanings, but not otherwise defined in this Agreement shall be accorded such meaning unless expressly defined otherwise herein.

1.4 Other Terms.

(a) **Construction.** The terms defined in this Agreement shall, where appropriate in the context so written, be deemed to apply to the plural as well as the singular of such terms. Unless otherwise expressly stated, the words “**herein**,” “**hereof**,” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Article,

Section, Subsection, Exhibit, Attachment or other subdivision. Article, Section, Subsection, Exhibit and Attachment references refer to the articles, sections and subsections of, and exhibits and attachments to, this Agreement. The words “**include**” and “**including**” shall not be construed as terms of limitation. Unless otherwise modified, the words “**day**,” “**month**,” and “**year**” mean, respectively, calendar day, calendar month and calendar year. The words “**notice**” and “**notification**” and their derivatives mean notice or notification in writing. All references to this Agreement shall include the Exhibits, Statement of Work, Accepted Change Requests, and any other Attachments to this Agreement unless otherwise provided.

- (b) **Requirement of Writing.** To the extent that Contractor is required under this Agreement to obtain OCA’s approval, consent, or agreement, such approval, consent, or agreement shall be in writing and must be signed by, or directly transmitted by electronic mail from, OCA Information Resources Manager, or its designee. Except as expressly set forth herein, OCA’s failure to respond to a requested approval, consent or agreement shall be construed as OCA’s rejection of same.

1.5 Compliance with Procurement Laws.

This Agreement is the result of compliance with applicable procurement Laws of the State. OCA issued the RFO for the Services. Contractor provided the Response and after an evaluation and a determination by OCA that Contractor was invited into negotiations, OCA and Contractor engaged in extensive negotiations, discussions and due diligence that culminated in the formation of the contractual relationship described in this Agreement. OCA shall post a notice of award for an agreement arising from the RFO on the Electronic State Business Daily website.

2. ORDER OF PRECEDENCE

Unless otherwise expressly stated in the Statement of Work, in the event of a conflict between or among the various documents comprising the Agreement, the following order of precedence shall control:

- (a) **Article 1** through **Article 20** of this Agreement;
- (b) **Exhibit 1**;
- (c) **Exhibit 2**;
- (d) **Exhibit 3**; and
- (e) **Exhibits 4** through **6**.

3. TERM

3.1 Term.

- (a) **Initial Term.** The term of this Agreement shall commence as of 12:00:00 a.m., Central Standard Time, on the Effective Date and continue until 11:59:59 p.m., Central Standard Time, August 31, 2027, unless this Agreement is terminated earlier as provided herein, in which case the term of this Agreement shall end at 11:59:59 p.m., Central Standard Time, on the effective date of such termination (the “**Initial Term**”).
- (b) **Extension.** OCA may, in its sole and absolute discretion, unilaterally extend the then-applicable term of this Agreement for up to five (5) twelve-month extension periods (each twelve-month extension period, a “**Renewal Term**”) on the same terms and conditions of this Agreement, by giving Contractor notice of such extension, and of the length thereof, at least ninety (90) days before the end of the Initial Term or any then-existing Renewal Term under this **Section 3.1(b)**. The Initial Term and any Renewal Term shall constitute the “**Term**”.

4. SERVICES

4.1 Implementation Services.

- (a) **Implementation.** Commencing as of the Effective Date, Contractor shall perform the Implementation Services in accordance with the Statement of Work; the initial Accepted Statement of Work is attached hereto as **Exhibit 2** and may be amended, modified, or supplemented in writing by the Contractor Project Manager and the OCA Project Manager, and in accordance with **Section 20.7**. OCA shall not incur any charges, fees or expenses payable to Contractor or any third party engaged by Contractor in connection with the execution of the Implementation Services.
- (b) **Project Schedule.** Failure to obtain OCA’s Acceptance of Contractor’s Baseline Schedule as set forth in the Statement of Work within sixty (60) days following the Effective Date shall constitute a material breach of this Agreement. Upon OCA’s Acceptance, the Baseline Schedule as set forth in the Statement of Work shall automatically be incorporated into this Agreement and shall supersede and replace all prior Baseline Schedules. The Baseline Schedule may thereafter be amended as mutually agreed by the Parties in writing.
- (c) **Performance.** Contractor shall perform the Implementation Services in accordance with the Statement of Work. Contractor shall perform the Implementation Services in a manner that shall not materially (i) disrupt or have an adverse impact on the activities or operations of Authorized Users, (ii) degrade the services then being received by Authorized Users, or

- (iii) disrupt or interfere with the ability of Authorized Users to obtain the full benefit of the Implementation Services.
- (d) **Notification by Contractor Project Manager.** Upon receiving any information indicating that Contractor may not be able to perform its responsibilities or obligations under the Statement of Work or any other Problem arises or is likely to arise in connection with the Implementation Services, Contractor shall ~~immediately as soon as reasonably practicable~~ notify OCA in writing and, unless otherwise requested by OCA, prepare a Corrective Action Plan in accordance with **Section 5.3(b)**.
- (e) **Failure to Perform.**
- (i) The Implementation Services and the activities and Deliverables associated therewith shall not be deemed to be complete until OCA's Acceptance thereof. Acceptance or non-acceptance of the activities and Deliverables associated with the Implementation Services must be determined by OCA prior to the go-live of the system.
- (ii) In the event that, in OCA's sole discretion, Contractor has failed to perform any Implementation Services in accordance with the Statement of Work or timely deliver any Implementation Services in accordance with the Baseline Schedule (an "**Implementation Failure Event**"), then, in addition to any other remedies OCA may have at law or under this Agreement, if requested by OCA, the Contractor Project Manager shall promptly (but not more than ~~one~~ ten (10) Business Days from OCA's request) meet with the OCA Information Resources Manager, or its designee, to attempt to resolve the Implementation Failure Event. If the Contractor Project Manager and OCA Information Resources Manager, or its designee, are unable to resolve the Implementation Failure Event to the satisfaction of OCA within ~~five-thirty (530)~~ Business Days following such request by OCA, then the Parties shall resolve the Implementation Failure Event in compliance with **Article 18**.
- (f) **Suspension or Delay of Implementation Services.** Upon written notice to Contractor, OCA may, in its sole discretion, suspend or delay the performance of the Implementation Services. OCA shall reimburse Contractor for any costs incurred in connection with any such suspension or delay, provided that Contractor obtains OCA's approval prior to incurring such costs and uses commercially reasonable efforts to minimize such costs. OCA shall work in good faith with Contractor to minimize the period of any such suspension or delay. In the event OCA suspends the performance of the Implementation Services, OCA shall make an equitable adjustment in the delivery schedule if (a) the suspension increases Contractor's time required for performance, and (b) Contractor asserts its

right to an equitable adjustment within thirty (30) days after the end of the applicable suspension period.

4.2 Production Services.

- (a) **General.** Commencing on the Commencement Date, Contractor shall provide the Production Services to OCA, and, upon OCA's request, to Authorized Users, in accordance with this Agreement, the Statement of Work, and the Service Level Agreement attached hereto as **Exhibit 3**. The Statement of Work and the Service Level Agreement may be amended, modified, or supplemented in writing by the Contractor Program Manager and the OCA Information Resources Manager or other designee, and in accordance with **Section 20.7**.
- (b) **Included Services.** The following are deemed to be included in the Production Services: (i) services, functions, responsibilities and tasks that are reasonably required for the proper performance and provision of the expressly described Services; and (ii) communication and coordination of efforts by and among Contractor Personnel as required to perform such Services and any related functions, responsibilities and tasks pursuant to the Statement of Work; ~~and (iii) the related services, functions and responsibilities that were routinely performed during the six (6) months preceding the Effective Date by Contractor or former contractor who were displaced or whose functions were displaced as a result of this Agreement.~~
- (c) **Required Resources.** Contractor shall possess requisite technical knowledge, expertise, and other resources necessary to provide the Production Services.
- (d) **Notification by Contractor Program Manager.** Upon receiving any information indicating that Contractor may not be able to perform its responsibilities or obligations under the Production Services, or any other Problem arises or is likely to arise in connection with the Production Services, Contractor Program Manager shall immediately as soon as reasonably practicable notify OCA in writing and, unless otherwise requested by OCA, prepare a Corrective Action Plan in accordance with **Section 5.3(b)**.

4.3 Termination Assistance Services.

- (a) **General.** Upon OCA's request following an Assistance Event, Contractor shall provide Termination Assistance Services directly to OCA, its successors or assigns and any of their designee(s).
- (i) **Period of Provision.** Contractor shall provide Termination Assistance Services commencing on the date that OCA determines there shall be an Assistance Event and continuing for up to twelve (12) months after the effective date of such Assistance Event, as

designated by OCA, subject to further extensions as permitted by **Section 4.3(a)(iii)**. For avoidance of doubt, Termination Assistance Services performed by Contractor ~~(A) during the Term of this Agreement shall be performed without any additional Charges, except as set forth in Section 4.3(d); (B) after the Term of this Agreement shall be performed~~ with Charges as set forth in **Exhibit 4**.

- (ii) **Notice of an Assistance Event.** OCA shall provide Contractor with written notice of an Assistance Event. Such notice shall include a description of the Services that are to be terminated or discontinued, and the anticipated effective date of the Assistance Event. OCA may modify or update any of the information provided in the initial notice of an Assistance Event from time to time by a supplemental notice from OCA to Contractor.
 - (iii) **Extension of Services.** OCA may, at any time upon ten (10) Business Days' written notice to Contractor, elect to (i) suspend the period of performance of any Termination Assistance Services (in whole or in part) and, upon fifteen (15) Business Days' written notice to Contractor, restart the period for performance of any Termination Assistance Services, or (ii) extend the period for performance of the Termination Assistance Services (in whole or in part); provided that the total of all such delays or extensions shall not cause Contractor to provide the Termination Assistance Services for more than twenty-four (24) months.
 - (iv) **Firm Commitment.** Contractor shall provide Termination Assistance Services regardless of the reason for the Assistance Event.
 - (v) **Performance.** Contractor shall perform Termination Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as the accepted industry standards of first tier providers of services that are the same as or similar to the Services. The quality and level of performance of Termination Assistance Services provided by Contractor shall continue to meet or exceed the Service Levels and shall not be degraded or deficient in any respect. Service Level Reimbursements shall be assessed for any failure to meet Service Levels during any period in which Termination Assistance Services are provided. If any period for performing any Termination Assistance Services extends beyond the expiration or the effective date of any termination of this Agreement, the provisions of this Agreement shall remain in full effect for the duration of such period.
- (b) **Scope.** As part of the Termination Assistance Services, Contractor shall timely transfer the control and responsibility for Services previously

performed by or for Contractor to OCA and/or its designee(s), and upon OCA's request, shall provide any and all information and reasonable assistance requested by OCA including (i) the Services required to continue without interruption or adverse effect, or (ii) the orderly transfer of the Services (or replacement or supplemental services) to OCA and/or its designee(s). OCA will be responsible for ensuring the cooperation of its designee(s) that are counterparties to the Termination Assistance Services.

- (c) **General Support.** As part of the Termination Assistance Services, Contractor shall (i) within thirty (30) days from receipt of notice of an Assistance Event, develop and provide OCA and/or its designee(s) with a written plan for the migration of the Services to OCA and/or its designee(s), which plan shall include capacity planning, process planning, facilities planning, human resources planning, technology planning, telecommunications planning and other planning necessary to effect the transition ("**Termination Assistance Plan**"), (ii) upon OCA's Acceptance of the applicable Termination Assistance Plan, perform all Services necessary to implement the Termination Assistance Plan, (iii) analyze and report on the space required for e-Filing Data and the Software needed to provide the Services, (iv) assist in the execution of a parallel operation, data migration and testing process until the successful completion of the transition to OCA and/or its designee(s), (v) create and provide copies of e-Filing Data in the format and on the media reasonably requested by OCA and/or its designee(s), and (vi) provide other technical and process assistance, documentation and information as requested by OCA and/or its designee(s).
- (d) **Rates and Charges.** ~~Except as provided in this Section 4.3(d),~~ Contractor shall provide ~~all~~ Termination Assistance Services in consideration for Charges as set forth in Exhibit 4 ~~at no additional charge.~~ To the extent OCA requests that Contractor perform only a portion (but not all) of the Services included in a particular Charge, the amount to be paid by OCA shall be equitably adjusted downward in proportion to the portion of the Services that Contractor shall not be providing.
- (e) **Resources.** Contractor shall maintain capability at all times during the Term to, on at least thirty (30) days' notice, deploy all necessary resources to perform any Termination Assistance Services.
- (f) **Information.** Upon receipt of written request by OCA following the occurrence of any material breach by Contractor under this Agreement or in the event that OCA elects to evaluate re-procurement of ~~all or any portions of~~ Services, Contractor shall promptly (but not less than ten-thirty (4030) Business Days following receipt of such request) deliver to OCA reports, data and information that OCA reasonably deems necessary, including all reports, data and information specified in **Section 5.3**. For the avoidance of doubt, Contractor shall deliver all such reports, data and

information regardless of whether OCA has provided notice of or otherwise declared an Assistance Event.

4.4 Change Request.

If OCA requests that Contractor perform any New Services within the scope of the RFO that are reasonably related to the Services or other services generally provided by Contractor, Contractor shall promptly prepare a Change Request for OCA's consideration in accordance with the change process outlined in the Integrated Change Management Plan developed pursuant to the Statement of Work.

4.5 Acceptance.

- (a) **Deliverables.** OCA shall determine, in its reasonable judgment, pursuant to the provisions of the Statement of Work, when a Deliverable shall be Accepted. Unless otherwise requested by OCA, each Deliverable shall be provided by Contractor and subject to OCA's "Acceptance" pursuant to the Statement of Work, or if not stated in the Statement of Work, as described below:
- (i) **Acceptance Review Period.** For determining whether to Accept or reject each Deliverable, OCA shall have either (A) the period of time set forth in the Statement of Work, or (B) if no such period is set forth, ten (10) Business Days following OCA's acknowledgement of receipt of Contractor's notification that Contractor has completed such Deliverable (any such period of time, the "**Acceptance Review Period**"). Contractor shall perform comprehensive testing (e.g., unit, string, integration, stress/performance, volume, system testing, regression, security/intrusion, user acceptance), if applicable, on each such Deliverable prior to submitting such item to OCA for Acceptance.
 - (ii) **Acceptance Review.** During the Acceptance Review Period, OCA shall review and may further test each Deliverable, individually and/or collectively, to determine whether any such item contains any type of Noncompliance. Contractor shall cooperate with such review and testing efforts, provide access to a technical environment to facilitate such review, and provide all applicable documentation that may assist in such review and testing, including the results of any testing performed by Contractor pursuant to **Section 4.5(a)(i)**.
 - (iii) **Acceptance.** Upon OCA's Acceptance of a Deliverable, OCA shall inform Contractor in writing of such Acceptance. If OCA does not Accept a Deliverable, OCA shall provide Contractor a notice of Noncompliance as described below. If OCA does not Accept or deliver a notice of Noncompliance to Contractor by the end of the

Acceptance Review Period, Contractor shall provide OCA with written notice that the Acceptance Review Period has expired, and may deliver a written request for a meeting to take place within two (2) days with OCA Information Resource Manager, or its designee, to discuss, review, and consider Acceptance of such Deliverable.

(iv) **Noncompliance.** If OCA detects any Noncompliance during the Acceptance Review Period, OCA shall promptly notify Contractor in writing and reasonably specify the nature of the failure or deficiency giving rise to such Noncompliance. Promptly after receiving such notice from OCA ~~(but not more than two (2) days from Contractor's receipt of such notice),~~ and at no charge to OCA, Contractor shall correct any such Noncompliance. Following correction of any such Noncompliance, Contractor shall resubmit the Deliverable to OCA for Acceptance and the applicable Acceptance Review Period shall begin again in accordance with **Section 4.5(a)(i)** through **(iii)**.

~~(v)~~ **Failure to Cure a Noncompliance.** If Contractor does not correct all material Noncompliance of a Deliverable within a reasonable period of time following resubmission and receipt of a second notice of such Noncompliance ~~(not to exceed five (5) Business Days),~~ then OCA may, in its sole discretion and upon written notification to Contractor, (A) provide Contractor an additional cure period to fix the Noncompliance; ~~(B) conditionally Accept the Deliverable and, at no cost to OCA, require Contractor to develop a remediation plan, subject to OCA's approval of such plan, whereby Contractor shall design and implement a workaround solution that mitigates the Noncompliance; or (CB)~~ reject the Deliverable entirely, in which case Contractor shall fully refund any Charges paid for such Deliverable; ~~(D) correct the Noncompliance itself or hire a third party to correct the Noncompliance at Contractor's reasonable expense (all such out-of-pocket expenses and costs incurred by OCA shall be subject to set-off as set forth in Section 11.2); (E) implement and use the Deliverable despite the Noncompliance and equitably reduce the Charges in an amount reasonably determined by OCA; or (F) require Contractor to pay the Deliverable Fees.~~ If OCA elects options (A) ~~or (B) above~~ and Contractor fails to cure the Noncompliance in accordance with the foregoing, OCA may thereafter also elect to pursue options ~~(CB), (D), (E) or (F).~~ The remedies above are in addition to and shall not limit OCA's other remedies, whether at Law, in equity, or under this Agreement.

~~(v)~~(vi) **Acceptance Timing.** As set forth in Section 4(e)(i), Acceptance or non-acceptance of all Deliverables must be determined by OCA prior to the go-live of the system.

~~(vi) **Previously Accepted Items.** In the event any modification or rework of a previously Accepted Deliverable or other Deliverable is required for the Acceptance of a subsequent deliverable, then Contractor shall perform such modification or rework at no Charge to OCA. Furthermore, in the event of a discovery of a latent defect in a previously Accepted Deliverable, where such latent defect would have qualified as Noncompliance at the time of Acceptance, upon notification by Contractor shall, at no additional Charge, repair or replace or otherwise correct the Noncompliance to the level of performance specified in the Agreement.~~

4.6 Knowledge Transfer.

- (a) **Implementation Service Period.** During the period following the Effective Date and prior to the Commencement Date, Contractor shall use its best efforts to acquire the practical skill, knowledge and expertise from any current contractor who is providing the Services prior to the Effective Date in relation to the delivery of the Services, including the knowledge necessary for the Contractor to perform the Services. Contractor shall accomplish such knowledge transfer, as appropriate, by interviewing the contractor currently performing the Services, interviewing the Electronic Service Providers, interviewing the court case management system providers, as well as reviewing information, records and documents related to the provision of the Services. The information to be reviewed to affect the obligations of such knowledge transfer includes (i) copies of procedures and operations manuals, (ii) relevant system, software and/or hardware information, (iii) information regarding work in progress and associated unresolved faults in progress, and (iv) any other information relevant to such knowledge transfer. Contractor shall immediately (within one (1) Business Day) notify OCA of any lack of cooperation or assistance on the part of any third party that impedes or hinders Contractor's efforts to comply with this obligation.
- (b) **Termination Service Period.** During the period when Contractor provides the Termination Assistance Services ~~or at any time during the Term,~~ Contractor shall use its best efforts to communicate and transfer the practical skill, knowledge and expertise to OCA and any new contractor who will be providing the Services after the Term in relation to the delivery of the Services, including the knowledge necessary for OCA or the new contractor to perform the Services; provided, however, that such transfer of knowledge shall not include any of Contractor's proprietary software or other intellectual property, confidential information, or trade secrets. Contractor shall accomplish such knowledge transfer, as appropriate, and at the sole expense of OCA, by providing interviews to OCA or the new contractor as well as providing information, records and documents related to the provision of the Services. The information to be provided to affect the obligations of such knowledge transfer includes (i) copies of procedures and

operations manuals, (ii) relevant system, software and/or hardware information, (iii) information regarding work in progress and associated unresolved faults in progress, (iv) information requirements necessary to support a future procurement of Services, and (v) any other information relevant to such knowledge transfer. Contractor shall as soon as reasonably practicable immediately (within ~~one-five~~ (15) Business Days) notify OCA of any lack of cooperation on the part of any third party that impedes or hinders Contractor's efforts to comply with this obligation.

5. PERFORMANCE STANDARDS

5.1 Performance and Service Levels.

Contractor will perform the Services under the Statement of Work in accordance with the applicable Service Level Requirements along with calculation methodologies and other detailed terms as detailed in the Statement of Work, the Deliverable Expectation Document, or the Service Level Agreement, as the case may be. Contractor shall provide OCA with detailed Reports on Contractor's compliance with the Statement of Work and the Service Levels upon the frequency set forth in the Statement of Work or the Service Level Agreement, as the case may be, ~~or if not specified in the Statement of Work or the Service Level Agreement, then monthly~~. In addition, any changes to the Statement of Work or the Service Levels are subject to OCA's prior written approval. In the absence of any modifications, the performance targets, Service Level Requirements, and measurement intervals in the Service Level Agreement shall apply to all Contract Years. Nothing in this **Section 5.1** shall be deemed to supersede the Service Levels set forth in the Service Level Agreement.

5.2 Reimbursements.

- (a) **Deliverable Fees.** Contractor recognizes that OCA is paying Contractor to provide certain Deliverables by the time and in the manner set forth in the Statement of Work. If Contractor fails to meet its obligations with respect to such Deliverables, then, in addition to other remedies available to OCA, Contractor shall pay to OCA the applicable Deliverable Fees set forth in the Statement of Work. Deliverable Fees are distinct from Service Level Reimbursements. Under no circumstances shall the imposition of Deliverable Fees be construed as OCA's sole or exclusive remedy for any failure to meet Contractor's agreed obligations.
- (b) **Service Level Reimbursements.** Contractor recognizes that OCA is paying Contractor to deliver the Services at specified Service Levels in the manner set forth in the Service Level Agreement. If Contractor fails to meet such Service Levels or if Contractor fails to deliver the performance monitoring Report within the timeframe set forth in the Service Level Agreement, then, in addition to other remedies available to OCA, Contractor shall pay to OCA the relevant Service Level Reimbursements in recognition

of the diminished value of the Services resulting from Contractor's failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Reimbursements be construed as OCA's sole or exclusive remedy for any failure to meet the Service Levels.

5.3 Service Problem Analysis.

- (a) **Notification of Problems.** If Contractor becomes aware of any Problem, then Contractor will ~~immediately~~ as soon as reasonably practicable inform OCA in writing of such situation and promptly (but not more than ~~two-five~~ (25) days from the time in which Contractor first becomes aware of any such situation) provide OCA with a reasonably detailed description of such acts, omissions, failures or other events and the impact or expected impact and Contractor Program Manager and OCA will meet to formulate and implement an action plan to minimize or eliminate the impact of such situation.
- (b) **Corrective Action Plan.** In the event that either (i) OCA reasonably determines that a Problem has occurred or a Problem reasonably likely could occur or (ii) Contractor has determined that a Problem has occurred or a Problem reasonably likely could occur, then OCA or Contractor, as applicable, shall promptly (but not more than ~~two-ten~~ (210) days from the time in which such Party first becomes aware of any such situation) notify the other Party of such failure or anticipated failure (a "**CAP Notice**"). Concurrently with delivery or receipt of such CAP Notice, as applicable, Contractor shall (A)(1) ~~as soon as reasonably practicable immediately~~ take steps to mitigate any harmful effects of such failure within its control, (2) upon OCA's approval, correct the problem as soon as reasonably practicable, (3) continuously, and when reasonably requested by OCA, advise OCA of the progress and status of remedial efforts being undertaken with respect to such problem, and (4) demonstrate to OCA that all reasonable action has been taken to prevent a recurrence of the immediate failure; (B) promptly upon resolution of the Problem (and in any event, within five (5) days after resolution of the Problem) perform a Root Cause Analysis, (C) report to OCA on the nature and scope of the problems identified, and (D) prepare a Corrective Action Plan to correct the source of the problems and take all actions necessary to prevent its recurrence, including providing all additional resources necessary to resolve such failure. Following delivery of a Corrective Action Plan and Acceptance of such Corrective Action Plan by OCA, Contractor shall, within the timeline set forth in the Corrective Action Plan, (x) promptly correct the source of the problems in accordance with the Corrective Action Plan, (y) advise OCA of the progress of correction efforts at stages determined by OCA, and (z) demonstrate to OCA that all reasonable action has been taken to prevent a recurrence of the failure.

~~(c) **Additional Remedies.** In the event that Contractor fails to identify and resolve any problems within its control that may impede or delay the timely delivery of the activities of the Statement of Work without prejudice to OCA's other rights and remedies under this Agreement or at law or equity, Contractor shall immediately provide, at its sole cost and expense, all such additional resources as are necessary to identify and resolve any such problems that may impede or delay the delivery of the Implementation Services or the Services, as the case may be. In addition, without prejudice to OCA's other rights and remedies under the Agreement or at law or equity, OCA may equitably reduce the Charges in an amount reasonably estimated by OCA to account for the delayed or incomplete tasks in the Statement of Work or the Services that OCA is not receiving or did not receive.~~

5.4 Satisfaction Surveys.

- (a) **OCA Conducted Surveys.** Unless otherwise set forth in the Statement of Work, OCA may, through an independent third party selected by OCA, conduct customer satisfaction index surveys of the Services to be provided under this Agreement in accordance with the schedule, scope, survey protocols and procedures specified in the Statement of Work; provided that in no event shall such satisfaction survey be conducted prior to the third anniversary of the Effective Date, and thereafter, once every other Renewal Term. ~~Contractor~~OCA shall be responsible for the expenses of all such customer satisfaction index surveys conducted pursuant to this **Section 5.4(a)**. In addition to the satisfaction surveys to be conducted pursuant to **Section 5.4(a)**, OCA may survey satisfaction with Contractor's performance in connection with and as part of broader satisfaction surveys periodically conducted by OCA, which shall also be conducted at OCA's sole expense.
- (b) **Contractor Responsibilities.** In addition to the customer satisfaction index surveys conducted by independent third parties selected by OCA pursuant to **Section 5.4(a)**, Contractor shall conduct its own surveys and as described in the Statement of Work. Throughout the Term of this Agreement, upon request by OCA, Contractor will conduct surveys and provide any other data reasonably related thereto. At OCA's reasonable request, Contractor shall cooperate and assist OCA with the formulation of the survey questions, protocols and procedures and the execution and review of any surveys conducted pursuant to this **Section 5.4**. OCA shall be responsible for the expenses of all such surveys.
- (c) **Survey Follow-up.** Following review of any surveys conducted pursuant to this **Section 5.4**, Contractor shall promptly review the survey results with OCA to identify trends and assess overall customer satisfaction. If the results of any satisfaction survey conducted pursuant to **Section 5.4(a)** or **(b)** indicate that the level of satisfaction with Contractor's performance is less than the applicable Service Level(s) specified in the Service Level Agreement, Contractor shall promptly (i) conduct a Root Cause Analysis

and identify the cause of such dissatisfaction; (ii) develop a Corrective Action Plan to address and improve the level of satisfaction; (iii) present such plan to OCA for its review, comment and approval, which approval may be withheld in OCA's sole discretion; and (iv) demonstrate to OCA that Contractor has taken action in accordance with the approved plan and as necessary to improve the level of satisfaction. Contractor shall revise and resubmit the Corrective Action Plan until approved by OCA. OCA and Contractor shall establish a schedule for completion of a Root Cause Analysis and the preparation and approval of the Corrective Action Plan which shall be reasonable and consistent with the severity and materiality of the problem; provided that the time for completion of such tasks shall not exceed fifteen (15) Business Days from the date such survey results are finalized and reported. Contractor's Corrective Action Plan developed hereunder shall specify the specific measures to be taken by Contractor and the dates by which each such action shall be completed. Upon OCA's request following the completion of the measures described in such Corrective Action Plan, Contractor shall conduct follow-up surveys with the affected OCA users and management to confirm that the cause of any dissatisfaction has been addressed and that the level of satisfaction has improved.

6. CONTRACTOR PERSONNEL

6.1 Contractor Project Manager.

Contractor shall designate a Contractor Project Manager. The Contractor Project Manager shall (i) be a full-time employee of Contractor, ~~(ii) devote his or her full time and effort to managing the Implementation Services,~~ (iii) remain in this position until Contractor completes the Implementation Services in accordance with the Statement of Work (except as the result of voluntary resignation or involuntary termination for cause, reassignment as may be deemed necessary by Contractor at Contractor's sole discretion, illness, disability, or death, or other leave of absence protected by applicable Law (e.g., the Family and Medical Leave Act)), ~~(iv) serve as the single point of accountability for the Implementation Services,~~ (v) be the single point of contact to whom all OCA communications concerning the Implementation Services and the Statement of Work may be addressed, (vi) have authority to act on behalf of Contractor in all day-to-day matters pertaining to the Implementation Services and the Statement of Work, and (vii) have day-to-day responsibility for ensuring timely delivery of all Deliverables and performance of the Implementation Services in accordance with the Statement of Work.

6.2 Contractor Program Manager.

Contractor shall designate a Contractor Program Manager. The Contractor Program Manager shall (a) be a full-time employee of Contractor, ~~(b) devote sufficient effort to manage the Services,~~ (c) remain in this position for a minimum period of one (1) year from the Commencement Date (except as a result of

voluntary resignation or involuntary termination for cause, reassignment as may be deemed necessary by Contractor at Contractor's sole discretion, death or disability, or other leave of absence protected by applicable Law (e.g., the Family and Medical Leave Act)), ~~(d) serve as the single point of accountability for the Services,~~ (ec) be the single point of contact to whom all communications from OCA concerning this Agreement or the Services may be addressed, (fd) have authority to act on behalf of Contractor in all day-to-day matters pertaining to this Agreement, (ge) have day-to-day responsibility for service delivery, billing and relationship management, and (hf) have day-to-day responsibility for ensuring customer satisfaction and attainment of all Service Levels.

6.3 Contractor Personnel Are Not State or OCA Employees.

The Parties intend to create an independent contractor relationship and nothing in this Agreement shall operate and be construed as making the State and OCA, on the one hand, and Contractor, on the other hand, partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate of, or contractor or subcontractor retained by Contractor to perform Services hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of the State or OCA for any purpose. Contractor, and not the State or OCA, has the right, power, authority and duty to supervise and direct the activities of the Contractor Personnel and to compensate such Contractor Personnel for any Services performed by them hereunder. Except as expressly provided in this Agreement, neither Contractor nor any of Contractor's employees, agents or Subcontractors may act in any sense as agents or representatives of OCA or the State. Contractor, and not the State or OCA, shall be fully responsible and therefore solely liable for all acts and omissions of Contractor Personnel in any way associated with or related to this Agreement, the Services, OCA Sites, Contractor Sites, OCA Confidential Information, or Equipment, including any and all acts and omissions constituting negligence, gross negligence, willful misconduct and/or fraud.

6.4 Responsibility for Contractor Personnel.

- (a) Contractor Personnel and Subcontractors shall be paid exclusively by Contractor for all Services performed. Contractor is responsible for and must comply with all requirements and obligations related to such employees, agents or Subcontractors under local, State or federal law, including minimum wage, social security, unemployment insurance, State and federal Income Tax and workers' compensation obligations.
- (b) Contractor assumes sole and full responsibility for its acts and the acts of the Contractor Personnel and Subcontractors relating to the performance of this Agreement. Contractor expressly agrees that OCA does not and shall not assume any liability for the actions of, or judgments rendered against the Contractor or any Contractor Personnel. OCA's liability to the Contractor

Personnel, if any, shall be governed by Chapter 101, Texas Civil Practice & Remedies Code.

- (c) Contractor agrees that any claim on behalf of any person arising out of employment, alleged employment, agency or subcontracts (including claims of discrimination against Contractor, its officers, or its agents or its Subcontractors) is the sole responsibility of Contractor and is not the responsibility of OCA. Contractor agrees that any person who alleges a claim arising out of employment, alleged employment, agency, or subcontract by Contractor (including claims of discrimination against Contractor, its officers, its agents or its Subcontractors) will not be entitled to any compensation, rights, or benefits from OCA (including tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).
- (d) Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common-law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard workers' compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements.

6.5 Qualifications of Contractor Personnel.

(a) Contractor Personnel Verification.

- (i) Contractor shall be responsible for verifying that all Contractor Personnel (A) are authorized to work in any location in which they are assigned to perform Services, (B) meet the criteria for Contractor Personnel under this Agreement, and (C) ~~have not been convicted of or accepted responsibility for a felony or a misdemeanor involving a dishonest or violent act, do not use illegal drugs and~~ are not otherwise disqualified from performing their assigned Services under applicable Laws. Contractor shall maintain, in a reasonably accessible location and format, the documentation reasonably necessary to verify the foregoing, as well as a resume and such other information about the individual as may be reasonably requested by OCA, and shall make such documentation available to OCA or OCA Auditors upon request.
- (ii) Contractor agrees to utilize and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (A) all persons employed to perform duties within Texas during the Term of the Agreement; and (B) all persons;

~~including Subcontractors~~, assigned by Contractor to perform work pursuant to the Agreement within the United States of America. ~~Contractor shall require its Subcontractors to comply with the requirements of this Section.~~ Nothing herein is intended to exclude compliance by Contractor ~~and its Subcontractors~~ with all other applicable federal immigration statutes and regulations promulgated pursuant thereto.

- (b) **Background and/or Criminal History Investigations.** Prior to the date any Contractor Personnel are assigned to OCA's account, Contractor shall have conducted, at its expense and in compliance with applicable Law, a background check, criminal history investigation, and substance abuse screening of each such member of the Contractor Personnel. Contractor Personnel background checks, criminal history investigations, and substance abuse screenings will include investigation of such matters as reasonably required by OCA, subject to the limitations of applicable Law. Contractor shall maintain, in a reasonably accessible format and location, documentation evidencing that background checks, criminal history investigations and substance abuse screenings have been completed on all Contractor Personnel, and will grant OCA access to such documentation upon reasonable request. Contractor will exercise reasonable care and diligence to ensure that Contractor does not assign individuals to the Contractor Personnel who are not legally authorized to work in the U.S. or who, based on the results of any background checks, criminal history investigations or substance abuse screenings, may present a threat to the safety or security of any person or any e-Filing Data, facilities, operations, or assets.

6.6 Removal of Contactor Personnel.

Contractor shall immediately remove (or cause to be removed) any Contractor Personnel known to be or reasonably suspected of engaging in activities that may present a threat to the safety or security of any person or any e-Filing Data, facilities, operations, or assets or upon OCA's request to remove such Contractor Personnel. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation.

6.7 Union Agreements.

Contractor shall provide OCA not less than ninety (90) days' notice of the expiration of any collective bargaining agreement with unionized Contractor Personnel if the expiration of such agreement or any resulting labor dispute could potentially interfere with or disrupt or impact the activities or operations of OCA or Contractor's ability to timely perform the Services in accordance with this Agreement.

7. CONTRACTOR RESPONSIBILITIES

7.1 Reports, Data Correction, Re-Performance.

- (a) **Reports.** In addition to any other reports required by this Agreement, Contractor shall provide OCA with (i) those reports described in the Statement of Work, and (ii) those reports described in the Service Level Agreement, ~~and (iii) such additional reports as OCA may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis~~ (all such reports, the “**Reports**”).
- (b) **Back-Up Documentation.** As part of the Services, Contractor shall retain, and provide OCA with, such documentation and other information available to Contractor (including original source documentation and data in its native format or in an alternative industry-standard format as requested by OCA) as may be reasonably requested by OCA from time to time in order to verify the accuracy of the Reports provided by Contractor. In addition, Contractor shall retain, and provide OCA with, all documentation and other information reasonably requested by OCA from time to time to verify that Contractor’s performance of the Services complies with the Service Levels and this Agreement.
- (c) **Correction of Errors.** Contractor shall promptly, but not more than ~~two-ten~~ (210) days from the time in which Contractor first becomes aware of any errors or inaccuracies with respect to the Reports, correct any such errors or inaccuracies as part of the Services and at no additional cost to OCA.
- (d) **System Documentation.** ~~Upon at least fifteen (15) Business Days’ notice from OCA (but no more than twice in a Contract Year), Contractor will meet with representatives of OCA and any of its designee to (i) explain how the Services are provided, and (ii) shall provide such training and documentation to State’s software trainers prior to Go Live, after which time any additional training services requested by the State would shall require an additional statement of work on the payment of hours fees as OCA may require for OCA to (A) provide services that interact with or interface with the Services, and (B) understand and operate the Software. Upon OCA’s request from time to time, Contractor will deliver to OCA a full description of the processes, tools and environmental configuration related to the Services.~~

7.2 Meetings.

During the Term and in addition to any meetings provided for in the Statement of Work, representatives of the Parties shall, ~~in addition to attending quarterly meetings of the Judicial Committee on Information Technology,~~ meet periodically as mutually agreed requested by OCA to discuss matters arising under this Agreement. Such meetings may include meetings with OCA, Contractor and

former contractors. ~~OCA Each Party~~ shall bear ~~its own~~ costs in connection with the attendance and participation of such ~~Party's Contractor's~~ representatives in such meetings.

7.3 Internal Controls.

- (a) **General.** Contractor shall develop and implement Quality Assurance and to the extent applicable any customized Service-specific internal control (e.g., financial and accounting controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) processes and procedures, including implementing tools and methodologies, to perform the Services in ~~an accurate and timely manner (and confirm that they are so performed and accounted for)~~ in accordance with (i) the Service Levels and other requirements of this Agreement, (ii) generally accepted accounting principles (applied in accordance with generally accepted auditing standards), (iii) accepted industry standards of first tier providers of services that are the same as or similar to the Services, (iv) the Laws applicable to OCA (without limiting the obligations of the Parties under **Section 14.10**), and (v) the industry standards, described in **Section 7.3(b)**, applicable to OCA and the performance of the Services. Such processes, procedures and controls shall include verification, checkpoint reviews, testing, acceptance and other procedures for OCA to assure ~~the quality and timeliness of~~ Contractor's performance accords with the requirements of this Agreement. Without limiting the generality of the foregoing, Contractor shall:
- (i) Maintain a strong control environment in day-to-day operations to assure that the following fundamental control objectives are met: (A) financial, billing and operational information is valid, timely, complete and accurate; (B) operations are performed ~~efficiently and achieve effective results~~, consistent with the requirements of this Agreement; (C) assets and data are safeguarded in accordance with Contractor's internal (and in all events reasonable) practices (but without expanding Contractor's obligations under **Section 12.2(b)**); and (D) actions and decisions of Contractor are in compliance with Laws (without limiting the obligation of the Parties under **Section 14.10**) and the terms of this Agreement;
 - (ii) Build the following basic control activities into work processes: (A) accountability clearly defined and understood; (B) access properly controlled; (C) adequate supervision; (D) transactions properly authorized; (E) transactions properly recorded; (F) transactions recorded in proper accounting period; (G) policies, procedures and responsibilities documented; (H) adequate training and education of Contractor Personnel; and (I) adequate separation of duties among the Parties;

- (iii) Develop and execute a process to perform (and confirm performance of) periodic control self-assessments with respect to all Services (such self-assessments to be performed at least annually unless and until OCA approves less frequent self-assessments) and provide the results of such self-assessments to OCA upon request;
- (iv) Maintain an internal audit function set forth in the change management plan developed as part of the Statement of Work to sufficiently monitor the processes, internal controls and Systems used to provide the Services in accordance with the Service Level Requirements (i.e. perform audits, track control measures, communicate status to management, drive corrective action, etc.);
- (v) Provide copies and complete and accurate summaries of any internal audit reports related to the Services to OCA;
- (vi) Conduct investigations of suspected fraudulent activities within Contractor's organization. Contractor shall promptly (but not more than ~~two-ten~~ (210) days from the time in which Contractor first becomes aware of any such situation) notify OCA of any such suspected fraudulent activity and provide OCA with a reasonable summary of the results of any such investigation as they relate to OCA and such supplemental materials as OCA may reasonably request. At Contractor's request, OCA shall provide reasonable assistance to Contractor in connection with any such investigation;
- (vii) Maintain disaster avoidance procedures designed to safeguard e-Filing Data and OCA's other Confidential Information; ~~The force majeure provision shall not limit Contractor's obligation under this subsection;~~
- (viii) Utilize a high-availability fail-over system at a data center facility in the United States that is geographically remote from the primary system on which the Services are hosted (the "**Secondary Backup Facility**"). Except for its location and housing facility, the fail-over system shall (A) be, from the Authorized User's perspective, identical in all respects to the primary system, (B) have hardware and software, network connectivity, power supplies, backup generators, and other similar equipment and services that operate independently of the primary system, (C) have current e-Filing Data stored on the primary system, and (D) have the ability to provide the Services during the performance of routine and remedial maintenance or any outage or failure of the primary system. Contractor shall operate, monitor and maintain such fail-over system so that it may be activated within ~~twotwenty-four-~~ (24) hours or less of any failure of the Services to be Available;

- (ix) Conduct contemporaneous backups of e-Filing Data and perform or cause to be performed other periodic backups of e-Filing Data and store such backup of e-Filing Data at the Secondary Backup Facility. On written notice from OCA, Contractor shall provide OCA with a copy of the backed up e-Filing Data in such machine readable format as OCA requests. No backup of e-Filing Data shall be counted in allotting or calculating any data storage actually used or permitted to be used by OCA or any associated payment or fee; and
- (x) In accordance with Texas Administrative Code, Title 13, Part 1, Chapter 6, Subchapter C, §6.94(a)(9) and the Statement of Work, provide to OCA the descriptions of its Disaster Recovery Plan. Contractor shall maintain the Disaster Recovery Plan for the Services and implement such Disaster Recovery Plan in the event of any unplanned interruption of the Services. Contractor shall actively test, review, and update the Disaster Recovery Plan ~~at least on an annual basis using industry best practices,~~ and provide at OCA's reasonable request with copies of all reports and summaries resulting from any testing of or pursuant to the Disaster Recovery Plan within ~~five-thirty (305)~~ Business Days after Contractor's receipt or preparation thereof. ~~Contractor shall provide OCA with copies of all such updates to the Disaster Recovery Plan within five (5) Business Days of its adoption.~~ If Contractor fails to reinstate the Services within the period of time set forth in the Disaster Recovery Plan, OCA may, in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default.

- (b) **Industry Standards, Certifications and Compliance.** Contractor shall comply with industry standards and certifications applicable to the Services.

7.4 Change Control.

- (a) **Prohibition on Unauthorized Changes.** Contractor shall not, without OCA's prior written approval, which approval may be withheld in OCA's sole discretion, make any change that may (i) increase OCA's total cost of receiving the Services; (ii) require material changes to, or have an adverse impact on, any Authorized User's operations, facilities, processes, systems, software, utilities, tools or equipment; (iii) require OCA or any Authorized Users to install, at its cost or expense, a new version, release, upgrade of or replacement for any Software or Equipment or to modify any Software or Equipment; (iv) have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to OCA of terminating this Agreement, in whole or in part, or on OCA's rights to in-source or use third parties; (vi) have an adverse impact on OCA's or any Authorized User's environment (including its

flexibility to deal with future changes, interoperability and its stability); (vii) introduce new technology to (A) OCA's or any Authorized User's environment or operations or (B) Contractor's environment, to the extent that such introduction has or may have an adverse impact on OCA's or any Authorized User's environment; (viii) have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of the Services; (ix) increase the risk of Contractor not being able to provide the Services in accordance with this Agreement; or (x) violate or be inconsistent with OCA Standards or applicable Laws. If Contractor desires to make such a change, it shall provide to OCA a written risk assessment and mitigation plan.

- (b) **Financial Responsibility For Changes.** Unless otherwise set forth in this Agreement or otherwise expressly approved by OCA in writing, Contractor shall bear all charges, fees and costs associated with any change desired by Contractor, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted process or associated Materials, Equipment, System or Services, and (iii) any increase in the cost to OCA or to Authorized User of operating, maintaining or supporting any impacted process or associated Materials, Equipment, System or Services.
- (c) **Scheduled Downtime.** Contractor shall notify OCA at least 24 hours in advance of all scheduled outages of the Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages shall be in accordance with the Infrastructure Services Plan. Contractor may request OCA's approval for extensions of the Scheduled Downtime, which approval may be granted in OCA's sole discretion.
- (d) **Implementation of Changes.** Contractor shall schedule and implement all changes made in accordance with this **Section 7.4** so as not to materially (i) disrupt or adversely impact the operations of OCA, (ii) degrade the Services or any other services then being received by OCA, or (iii) interfere with OCA's ability to obtain the full benefit of the Services or any other services then being received by OCA.
- (e) **Planning and Tracking.** On a monthly basis, Contractor shall prepare, with OCA's participation and approval, a rolling quarterly "look ahead" schedule for ongoing and planned changes for the next three (3) months. The status of changes shall be monitored and tracked by Contractor against the applicable schedule.

7.5 Subcontractors.

- (a) **Use of Subcontractors.** ~~Contractor shall not subcontract any of its responsibilities under this Agreement without OCA's prior written approval,~~

~~which may be withheld in OCA's sole discretion. Prior to entering into a subcontract with a third party for the Services, Contractor shall (i) deliver to OCA a copy of the proposed subcontract or, at OCA's reasonable discretion, a detailed description of scope and material terms of the proposed subcontract (other than charges thereunder, except to the extent such charges are the basis on which Charges are based), (ii) give OCA reasonable notice of the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor and the reasons for subcontracting the work in question, and (iii) obtain OCA's prior written approval of such Subcontractor. In its performance of this Agreement Contractor may from time to time engage consultants as regular staff enhancements who prefer to provide services as independent contractors rather than employees. OCA shall retain the right to, upon consideration of a staff enhancement Contractor seeks to engage, disapprove of such staff enhancement.~~

- (b) **Right to Revoke Approval.** OCA may revoke its prior approval of a Subcontractor and direct Contractor to replace any Subcontractor in accordance with this **Section 7.5(b)** at no additional cost to OCA, if (i) Contractor fails to obtain the rights set forth in **Section 7.5(c)** with respect to such Subcontractor, or (ii) in OCA's discretion, there are other reasonable grounds for removal. Contractor shall, as soon as commercially reasonable possible, remove and replace such Subcontractor. Contractor shall continue to perform its obligations under this Agreement, notwithstanding the removal of a Subcontractor. OCA shall have no responsibility for any termination charges or cancellation fees that Contractor may be obligated to pay to a Subcontractor as a result of the removal of such Subcontractor at OCA's request or the withdrawal or cancellation of the Services then performed by such Subcontractor as permitted under this Agreement.
- (c) **Contractor Responsibility.** Notwithstanding anything in this Agreement to the contrary, Contractor shall be and remain responsible and liable for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Contractor under this Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor Personnel. Without limiting the foregoing, Contractor warrants and covenants that in no event shall any provision of this Agreement, or any right or benefit of OCA provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, Charge or expense, including taxes) as a consequence of the performance of any Services by or through Subcontractors.
- (d) **Historically Underutilized Businesses.** Within ten (10) days of the Effective Date, Contractor shall provide OCA a copy of the notification provided by Contractor to all selected subcontractors identified in

Contractor's approved Historically Underutilized Business (HUB) Subcontracting Plan (HSP) as set forth in **Exhibit 5**. Within thirty (30) days of the Effective Date, Contractor shall meet with the OCA HUB Coordinator to discuss Contractor's HSP reporting requirements. During the Term, Contractor shall (i) maintain business records documenting compliance with the HSP, (ii) submit monthly HSP progress reports to the OCA HUB Coordinator, and (iii) report the amounts paid to all HUB subcontractors on the Texas Comptroller of Public Accounts' form located at: <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>. In the event the Parties agree to amend the Statement of Work, OCA will reevaluate the Statement of Work to determine the probability of additional subcontracting opportunities. Prior to making any changes to the HSP, Contractor must obtain prior written approval from the OCA HUB Coordinator. Proposed changes or subsequent subcontracting must comply with the good faith effort requirements relating to the development and submission of an HSP.

7.6 Technology Evolution.

- (a) **Obligation to Evolve.** Contractor will cause the Services, Software and other assets used to deliver the Services, as approved by OCA, to evolve and be modified, enhanced, supplemented and replaced as necessary for the Services, Software and other assets used to deliver the Services to keep current with industry best practices and a level of technology that is (i) compliant with all Laws applicable to Contractor in the performance of the Services; (ii) used by Contractors and other top-tier providers in providing services similar to the Services to other customers; and (iii) in general use within the technology industry. Any changes to the Services, Software, and other assets used to deliver the Services implemented in accordance with this Section will be deemed to be included within the scope of the Services to the same extent and in the same manner as if expressly described in this Agreement, at no additional charge to OCA, and shall not be deemed to result in New Services unless the changes meet the definition of New Services.
- (b) **Obligation to Propose Technology Evolutions.** Contractor shall, throughout the Term, routinely (i) identify and apply best practice techniques, methods and technologies in the performance of the Services, and (ii) make necessary investments to keep and maintain the Software and other assets used to deliver the Services at the level of currency defined in this Section. Subject to its non-disclosure obligation under other customer contracts, Contractor shall obtain information regarding Technology Evolution from other customer engagements and shall communicate such information to OCA on an ongoing basis.
- (c) **Contractor Briefings.** During regularly scheduled meetings with OCA, Contractor will inform OCA of (i) any investments, modifications,

enhancements, and improvements that Contractor is required, or proposes, to make to the Services, Software, and other assets used to deliver the Services; (ii) new information processing technology or business processes Contractor is developing; (iii) any pending or actual changes in Law that could reasonably be expected to affect the provision or receipt of the Services; and (iv) technology or process trends and directions of which Contractor is otherwise aware that could reasonably be expected to have an impact on OCA's information technology operations or business.

8. OCA RESPONSIBILITIES

8.1 Savings Clause.

Contractor's failure to timely or otherwise perform its responsibilities under this Agreement (including failure to meet the Service Levels) shall be excused if, and only to the extent that, such Contractor non-performance or untimely performance is caused by (i) the wrongful or tortious actions or omissions of OCA, or (ii) the failure of OCA to perform their obligations under this Agreement, but only if and to the extent that Contractor (A) within ~~three-fifteen~~ (315) Business Days of becoming aware of such an occurrence, notifies OCA of such wrongful or tortious action or failure to perform and Contractor's inability to perform under such circumstances, (B) provides OCA with reasonable opportunity to correct such wrongful or tortious action or failure to perform and thereby avoid such Contractor non-performance, (C) identifies and pursues commercially reasonable means to avoid or mitigate the impact of such wrongful or tortious action or failure to perform, (D) provides evidence to OCA of Contractor's pursuit of such means to avoid or mitigate the impact, (E) uses commercially reasonable efforts to perform notwithstanding such wrongful or tortious action or failure to perform (with OCA reimbursing Contractor for its additional reasonable out-of-pocket expenses incurred in connection with such effort; provided, however, that OCA has provided prior written approval of any such additional out-of-pocket expenses), and (F) Contractor conducts a Root Cause Analysis, to be performed at OCA's sole expense, and thereby demonstrates that such wrongful or tortious action or failure to perform is the cause of Contractor's non-performance. Contractor acknowledges and agrees that the circumstances described in this Section 8.18.1, together with Section 17.247.2, are the only circumstances in which its failure to perform its responsibilities under this Agreement or to meet the Service Levels shall be excused.

9. AUDITS AND BENCHMARKING

9.1 Audit Rights.

- (a) **Contract Records.** Contractor shall maintain complete and accurate contract records of, and supporting documentation for, all Charges, all e-Filing Data and all transactions, authorizations, changes, implementations, soft document accesses, work papers, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated,

collected, processed or stored by Contractor in the performance of its obligations under this Agreement (“**Contract Records**”). Contractor shall maintain such Contract Records in accordance with applicable Laws and the terms of this Agreement. Contractor shall retain Contract Records in a reasonably accessible format and location within the OCA environment, and in accordance with the applicable OCA record retention policy (as such policies may be modified from time to time and provided to Contractor in writing) during the Term and thereafter for a period of ~~seven~~four (74) years after the termination of the Contract or the resolution of all billing questions, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last (the “**Audit Period**”).

- (b) **Operational Audits.** During the Audit Period and upon reasonable notice to Contractor, Contractor shall provide to OCA (and to any internal and external auditors, inspectors, regulators and other representatives that OCA may designate from time to time, including customers, vendors, licensees and other third parties to the extent OCA is legally or contractually obligated to submit to audits by such Entities), the State Comptroller Claims Division and the State Auditor’s Office and any successor governmental authorities (collectively, “**OCA Auditors**”) access at reasonable hours to Contractor Personnel, the Contractor Sites at or from which Services are then being provided, and Contract Records ~~and other pertinent information~~, all to the extent relevant to the Services and Contractor’s obligations under this Agreement; provided, however, that any such OCA Auditors agree to protect Contractor’s Confidential Information subject to applicable public information Laws. All books, records, documents, and other evidence of accounting procedures and practices related to JTI’s cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the OCA’s review. Such access shall be provided for the purpose of performing audits, evaluations, and inspections to (i) verify the integrity of e-Filing Data, (ii) examine the systems that process, store, support and transmit e-Filing Data (including system capacity, performance and utilization), (iii) examine Contractor’s internal controls (e.g., financial controls, human resources controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery and back-up practices and procedures, (iv) examine Contractor’s performance of the Services, (v) verify Contractor’s reported performance against the applicable Service Levels, (vi) examine Contractor’s measurement, monitoring and management tools, and (vii) enable OCA to meet applicable legal, regulatory and contractual requirements. Contractor shall, in a commercially reasonable n-expeditious manner to facilitate the timely completion of such audit, (A) provide any assistance reasonably requested by any OCA Auditors in conducting any such audit, including installing and operating audit software on systems dedicated to the provision of the Services, and (B) make reasonably requested Contractor Personnel, records and information available to OCA Auditors. ~~If an audit~~

~~reveals a material breach of this Agreement, Contractor shall, within thirty (30) days of OCA's request, reimburse OCA for reasonable auditors' fees including any reasonable auditors' fees to perform a follow-up audit to verify that such breach has been corrected. All such audits shall be conducted at the sole expense of OCA.~~

- (c) **Cybersecurity Audits.** At least once per Contract Year, Contractor shall conduct Contractor Site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including obtaining a network-level vulnerability assessment performed by a recognized independent third-party audit firm based on recognized industry best practices. Additionally, Contractor will provide reasonable support for any cybersecurity audits or penetration testing of the System. Upon OCA's written request, Contractor shall make available to OCA for review all of the following, to the extent applicable: Contractor's latest Payment Card Industry Compliance Report, Statement on Standards for Attestation Engagements No. 18 audit reports for Reporting on Controls at a Service Organization, Service Organization Controls Type 1, 2, or 3 audit reports, and any reports relating to its ISO/IEC 27001 certification. Contractor shall promptly address any exceptions noted on the SOC reports, or other audit reports, with the development and implementation of a Corrective Action Plan by Contractor. All such audits shall be conducted at the sole expense of OCA.
- (d) **Financial Audits.** During the Audit Period and upon reasonable notice to Contractor, Contractor shall provide to OCA Auditors access at reasonable hours to Contractor Personnel and to Contract Records ~~and other pertinent information~~ to conduct financial audits necessary to verify the Charges or validate other Contractor obligations under this Agreement, including the audit work papers of Contractor's auditor to the extent applicable to the Services and obtainable by Contractor, all to the extent relevant to the performance of Contractor's obligations under this Agreement. All books, records, documents, and other evidence of accounting procedures and practices related to JTI's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the OCA's review. Such access shall be provided for the purpose of performing audits and inspections to (i) verify the accuracy and completeness of Contract Records, (ii) verify the accuracy and completeness of Charges and any out-of-pocket expenses, (iii) examine the financial controls, processes and procedures utilized by Contractor in connection with the Services, (iv) examine Contractor's performance of its other financial and accounting obligations to OCA under this Agreement, and (v) enable OCA to meet applicable legal, regulatory and contractual requirements, in each case to the extent applicable to the Services and/or the Charges for such Services. Contractor shall, in an ~~expeditious~~ commercially reasonable manner to facilitate the timely completion of such audit, (A) provide any assistance reasonably requested by OCA Auditors in conducting any such audit, and

(B) make reasonably requested Contractor Personnel, records and information available to OCA Auditors. ~~All such audits shall be conducted at the sole expense of OCA. If any such audit reveals an overcharge by Contractor, Contractor shall, either on the following month's invoice or within thirty (30) days of OCA's request, pay to OCA the amount of such determined overcharge, together with interest at the rate specified by the Texas Comptroller of Public Accounts in accordance with Section 2251.025(b), Texas Government Code, from the date of receipt by Contractor of the overcharged amount until the date of payment to OCA. In addition, if any such audit reveals an overcharge of more than five percent (5%) of the Charges in any rolling three (3) month period, Contractor shall, within thirty (30) days following OCA's request, reimburse OCA for the cost of such audit.~~

(e) **Audits by Governmental Authorities.**

- (i) Notwithstanding any other provision of this Agreement, Contractor authorizes the State Auditor's Office and the State Comptroller Claims Division, upon reasonable notice and during Contractor's business hours, —to access and examine, audit, excerpt and transcribe any books, documents, working papers and records of Contractor relating to this Agreement that, in the State Auditor's determination, are relevant to the State Auditor's investigation or audit. Contractor shall fully cooperate with and provide all assistance requested by the State Auditor's Office or the State Comptroller Claims Division in the conduct of such audits or investigations, including providing all records reasonably requested. All books, records, documents, and other evidence of accounting procedures and practices related to JTI's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the OCA's review. ~~This Agreement may be unilaterally amended by OCA upon notice to Contractor if required to bring this Agreement into compliance with any applicable Laws, rules, and procedures related to the auditing of entities that receive funds from the State.~~
- (ii) In addition to the third party audits specified in **Section 9.1(c)**, no more than once per State fiscal biennium and upon request by OCA, Contractor shall allow OCA and DIR to conduct **security vulnerability** assessments or penetration testing of the information technology and information security controls for all facilities used in complying with Contractor's obligations under this Agreement. Contractor will provide reasonable support for all such audits by OCA and DIR. All such audits shall be conducted at the sole expense of OCA.

(f) **General Procedures.**

- (i) Contractor shall obtain audit rights equivalent to those specified in this **Section 9.1** from all Subcontractors (and in all events shall obtain such audit rights from all Subcontractors as required under the Texas Government Code or other applicable Law), and shall cause such rights to extend to OCA Auditors.
- (ii) In performing audits, OCA Auditors shall endeavor to avoid unnecessary disruption of Contractor's operations and unnecessary interference with Contractor's ability to perform the Services in accordance with the Service Levels.
- (iii) OCA Auditors shall be given adequate private workspace in which to perform an audit, including access to photocopiers, telephones, Internet connectivity, facsimile machines, computer hook-ups and any other facilities or equipment needed for the performance of the audit.
- (iv) As reasonably requested by OCA, Contractor shall provide OCA Auditors access to on-line view and notification components of any measurement and monitoring tools used by Contractor in connection with its delivery of the Services.
- (v) Contractor recognizes that OCA must comply with applicable Laws respecting procurement of services in connection with any engagement of an audit firm or other consultant for conducting the audits contemplated in this **Section 9.1**. To the extent permissible under such Laws and the reasonable practice of OCA, OCA shall consult with Contractor respecting the audit firm or other consultant and appropriate criteria related thereto (including general terms of engagement) in making its selection; provided, however, that OCA reserves the right to determine, in its sole discretion, the appropriate audit firm or consultant to be engaged and the arrangement for such engagement. Any OCA Auditor engaged by OCA to conduct an audit pursuant to **Section 9.1(b)** or **Section 9.1(d)** shall (A) be independent, (B) have in OCA's reasonable judgment, verifiable, demonstrated experience in conducting such audits, and (C) execute a non-disclosure agreement.
- (vi) OCA shall provide Contractor with notice at least ~~five-thirty (530)~~ Business Days prior to any operational or financial audit by an OCA Auditor; provided that no such notice shall be required with respect to audits conducted pursuant to **Section 9.1(e)** ~~or to the extent limited due to extenuating circumstances~~. Notwithstanding the foregoing, to the extent OCA has advance notice of an audit to be

conducted pursuant to **Section 9.1(e)**, OCA shall provide reasonable notice of such audit to Contractor.

- (g) **Contractor Internal Audit.** At least once per Contract Year, Contractor shall conduct an internal audit, at its own cost and expense, to verify Contractor's adherence to the charging and payment terms of this Agreement. Within ~~two-ten~~ (210) days following each such audit, Contractor shall provide OCA with the results of each such internal financial audit. If Contractor determines as a result of its own internal audit that it has overcharged OCA, then Contractor shall, either on the following month's invoice or within thirty (30) days following OCA's request, pay to OCA the amount of such overcharge, together with interest at the rate specified by the Texas Comptroller of Public Accounts in accordance with Section 2251.025(b), Texas Government Code, from the date of receipt by Contractor of the overcharged amount until the date of payment to OCA.
- (h) **Contractor Response.** Contractor and OCA shall meet promptly upon the completion of any audit conducted pursuant to this **Section 9.1** (i.e. an exit interview) and/or issuance of an interim or final report to Contractor and OCA following such an audit. Contractor shall respond to each exit interview and/or audit report in writing within thirty (30) days, unless a shorter response time is specified in such report. Contractor and OCA shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns and/or recommendations identified in such exit interview and/or audit report. Once such action plan is approved by OCA, Contractor, at its own expense, shall complete all remedial action in accordance with such action plan and the dates specified therein to the extent necessary to comply with Contractor's obligations under this Agreement. Upon request by OCA, Contractor shall provide OCA with detailed information regarding the status of any such remedial actions undertaken by Contractor.
- (i) **Contractor Response to External Audits.** If an audit by a governmental body, standards organization or regulatory authority having jurisdiction over OCA or Contractor results in a finding that Contractor is not in compliance with any applicable Law or standard, including any generally accepted accounting principle or other audit requirement relating to the performance of its obligations under this Agreement, Contractor shall, if and to the extent such audit deficiency or finding of non-compliance results from Contractor's failure to comply with its obligations under this Agreement, at its own expense and within the time period specified by such auditor, address and resolve the deficiency(ies) identified by such governmental body, standards organization or regulatory authority, in the manner approved by OCA, to the extent necessary to comply with Contractor's obligations under this Agreement.

9.2 OCA Benchmarking Reviews.

- (a) **Charges Benchmarking Review.** During the Initial Term or any Renewal Term, OCA may, at its expense and subject to this **Section 9.2**, engage the services of an independent third party (a “**Benchmarker**”) to compare the quality and price of all or any of the Services against the quality and price of well-managed suppliers performing similar services to determine whether OCA is receiving from Contractor pricing and levels of service that are competitive with market rates and prices, given the nature, volume and type of Services and Service Levels provided by Contractor hereunder (a “**Charges Benchmarking**”). Benchmarker shall consider comparable transactions by selecting a representative sampling of OCA’s Peer Group. Benchmarker shall further consider the following factors and normalize the pricing data as and to the extent appropriate: (i) whether supplier transition, transformation, and other charges are paid by the customer as incurred or over a period of time; (ii) the extent to which supplier pricing includes the purchase of the customer’s existing assets or assumption of any agreements; (iii) the extent to which supplier pricing includes any “gain-sharing” agreements or the cost of acquiring future assets; (iv) the extent to which this Agreement calls for Contractor to provide and comply with unique OCA requirements; (v) whether taxes are included in such pricing or stated separately in supplier invoices; (vi) the restrictions related to location of the delivery of the Services; (vii) differences in the volumes of the services being compared; (viii) applicability of service levels; and (ix) material differences in terms and conditions.
- (b) **Qualifications.** Any Benchmarker engaged by OCA shall (i) be independent, (ii) have in OCA’s reasonable judgment, verifiable, demonstrated experience in benchmarking services similar to the Services, and (iii) execute a non-disclosure agreement; provided, however, that notwithstanding the terms of the non-disclosure agreement, Contractor agrees and acknowledges that such Benchmarkers shall be permitted to anonymously use and analyze data obtained in connection with any Benchmarking services performed on behalf of OCA. Contractor recognizes that OCA must comply with applicable Laws respecting procurement of services in connection with any engagement of a Benchmarker. To the extent permissible under such Laws and the reasonable practice of OCA, OCA shall consult with Contractor respecting the Benchmarker and appropriate criteria related thereto (including general terms of engagement) in making its selection; provided, however, that so long as the Benchmarker possesses the qualifications set forth in this **Section 9.2(b)**, OCA reserves the right to determine, in its sole discretion, the appropriate Benchmarker to be engaged and the arrangement for such engagement. Contractor shall cooperate fully with OCA and the Benchmarker and shall provide reasonable access to any premises, equipment, personnel or documents and provide any assistance reasonably required by the Benchmarker to conduct the Benchmarking, all at Contractor’s OCA’s cost and expense;

provided, however, that Contractor shall not be obligated to provide the Benchmarking with Contractor's internal costs or information concerning other Contractor customers.

- (c) **Contractor Review and Dispute.** Benchmarking shall provide OCA and Contractor with a copy of the Benchmarking's draft report and Contractor shall have fifteen ~~thirty~~ (15~~30~~) Business Days to review such report and provide any feedback or modifications it reasonably determines are appropriate. Benchmarking shall update the report to include such reasonable modifications requested by Contractor and shall issue its final report. If the Parties are unable to agree upon the validity of such findings, the matter shall be resolved pursuant to the dispute resolution procedures set forth in **Article 18**.
- (d) **Result of Benchmarking.** If the Benchmarking finds that the aggregate Charges that are the subject of the Benchmarking are greater than the lowest twenty-five percent (25%) of the prices charged by well-managed suppliers for work of a similar nature, type or volume, then Contractor shall, within fifteen (15) Business Days from written request, reimburse OCA for its costs associated with such Benchmarking and the Parties shall work together to eliminate any such unfavorable variance to the Charges. Under no circumstances shall Benchmarking result in any increase to the Charges. The Benchmarking shall reasonably explain its methodology, including its use of relevant comparative data in the Benchmarking's report. OCA shall instruct the Benchmarking to conduct the Benchmark so as not to unreasonably disrupt Contractor's operations under this Agreement.

10. FEES

10.1 General.

- (a) **Payment of Charges.** In consideration of Contractor's performance of the Services and in accordance with Chapter 2251, Texas Government Code, OCA shall pay the Charges to Contractor.
- (b) **No Additional Charges.** Unless expressly set forth in this Agreement or in **Exhibit 4** as a responsibility of OCA, there shall be no charges, fees, expenses or other amounts payable to Contractor for the provision of Services. Any costs incurred by Contractor prior to the Effective Date are included in the Charges and are not to be separately paid or reimbursed by OCA.
- (c) **Incidental Expenses.** Contractor acknowledges that, except as expressly provided otherwise in this Agreement, expenses that Contractor incurs in performing the Services (including management, travel and lodging, document reproduction and shipping, equipment and software required by Contractor Personnel, and long-distance telephone) are included in the

Charges as set forth in **Exhibit 4**. Accordingly, such Contractor expenses shall not be separately paid or reimbursed by OCA.

- (d) **Charges for Contract Changes.** Unless otherwise agreed, changes in the Services shall result in changes in the applicable Charges only if and to the extent (i) this Agreement expressly provides for a change in the Charges in such circumstances; (ii) the agreed upon Charges or pricing methodology expressly provides for a price change in such circumstances; or (iii) such change meets the definition of New Services and additional Charges are applicable in accordance therewith.
- (e) **Efforts to Minimize.** Throughout the Term, Contractor shall continually seek to identify methods of reducing and minimizing OCA's total cost of receiving the Services and shall notify OCA of such methods and the estimated potential savings associated with each such method.

10.2 Taxes.

Pursuant to Section 151.309, Texas Tax Code, OCA is exempt from the assessment of State taxes and, pursuant to Texas Administrative Code, Title 34, Part 1, Chapter 3, Subchapter O, §3.322(c)(4), is not required to present an exemption certificate with respect to State sales tax. In addition, OCA is exempt from federal taxes pursuant to 26 U.S.C. §§ 4253(i) and (j). Except as set forth in this **Section 10.2** or **Exhibit 4**, Contractor shall not include any taxes in the Charges. Notwithstanding the above, all excise, sales and similar taxes, if any, levied on account of payments to Contract are the responsibility of OCA. Contract shall be responsible for payment of taxes on its income. Without limiting the generality of the foregoing, Contractor's responsibilities in connection with taxes arising under or in connection with this Agreement include the following obligations:

- (a) **Income Taxes.** Contractor shall be responsible for its own Income Taxes.
- (b) **Sales, Use and Property Taxes.** Contractor shall be responsible for any sales, lease, use, personal property, real or improved property, stamp, duty or other such taxes on Equipment, Materials or property it owns or leases or licenses from a third party, including any lease or license assigned pursuant to this Agreement.
- (c) **Taxes on Goods or Services Used by Contractor.** Contractor shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by Contractor on any goods or services used or consumed by Contractor in providing the Services where the tax is imposed on Contractor's acquisition or use of such goods or services and the amount of tax is measured by Contractor's costs in acquiring or procuring such goods or services and not by OCA's cost of acquiring such goods or services from Contractor.

- (d) **Service Taxes.** Contractor shall be financially responsible for all Service Taxes. As a result of OCA's exempt status, Contractor shall not charge OCA sales tax on the Services.
- (e) **Withholding.** Any withholding tax or other tax of any kind that OCA is required by applicable Law to withhold and pay on behalf of Contractor with respect to amounts payable to Contractor under this Agreement shall be deducted from said amount prior to remittance to Contractor. OCA shall provide to Contractor reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable Contractor to claim exemption from or obtain a repayment of such withheld taxes and shall, upon request, provide Contractor with a copy of the withholding tax certificate.
- (f) **Tax Filings.** Contractor represents, warrants and covenants that it shall file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in all applicable jurisdictions. At OCA's request, Contractor shall provide OCA with (i) written confirmation that Contractor has filed all required tax forms and returns and has collected and remitted all applicable amounts, and (ii) such other information pertaining to applicable Taxes as OCA may reasonably request.

10.3 Extraordinary Events.

- (a) **Definition.** As used in this Agreement, "**Extraordinary Event**" means (1) a circumstance in which an event or discrete set of events has occurred or is planned with respect to the operations of OCA that results or shall result in a substantial change in the scope, nature, utilization or volume of the Services, or (2) a material change in the technologies and/or processes available to provide all or any portion of the Services which is outside the normal evolution of technology experienced by the Services, that was not generally available as of the Effective Date and that would materially reduce Contractor's cost of providing the Services. Examples of the kinds of events that might cause such substantial or material changes include, but are not limited to, the following:
 - (i) changes in applicable Laws; and
 - (ii) changes in OCA's policy, technology or processes.
- (b) **Consequence.** If an Extraordinary Event occurs, OCA may, at its option and upon written notice to Contractor, request more favorable pricing with respect to applicable Charges in accordance with the following:
 - (i) Contractor and OCA shall mutually determine on a reasonable basis the efficiencies, economies, savings and resource utilization reductions, if any, resulting from such Extraordinary Event and, upon OCA's approval, Contractor shall then proceed to implement such

efficiencies, economies, savings and resource utilization reductions as quickly as practicable and in accordance with the agreed upon schedule. As the efficiencies, economies, savings or resource utilization reductions are realized, the Charges in **Exhibit 4** shall be promptly and equitably adjusted to pass through to OCA the net benefit of such efficiencies, economies, savings and resource utilization reductions.

- (ii) An Extraordinary Event shall not result in Charges to OCA being higher than such Charges would have been if other rates and Charges specified in **Exhibit 4** had been applied.

If the Parties cannot agree on an equitable adjustment to the Charges in accordance with this Section within thirty (30) days after Contractor's receipt of notice of the Extraordinary Event, OCA shall have the right to terminate the Agreement, in whole or in part, by written notice to Contractor, effective as of the date set forth in such notice.

10.4 Proration.

Contractor shall compute periodic Charges under this Agreement on a quarterly basis, and shall prorate such Charges for any partial quarter on a daily basis.

10.5 Pricing Commitment.

- (a) Contractor's Charges to OCA for Services to be provided under this Agreement shall be in accordance with the terms set forth in **Exhibit 4**. at least as low as Contractor's lowest fees, under agreements entered into directly between Contractor and other State governmental entities or agencies, for the same or substantially similar services provided at similar volumes.
- ~~(b) Twelve (12) months prior to the end of the Initial Term, Contractor shall conduct a competitive price assessment. The assessment shall first identify whether there are any agreements between Contractor and other entities meeting the criteria in **Section 10.5(a)** above and then, assuming there are such agreements, shall proceed to assess the price competitiveness of this Agreement with up to three (3) such agreements selected by OCA from a list of candidates presented by Contractor, taking into account the type of normalization factors referenced in **Section 10.5(a)** to ensure a like-for-like comparison. At the conclusion of the assessment, either (i) Contractor shall verify that the assessment has been completed and no adjustment is required for the Charges to be brought in line with lower fees or (ii) Contractor shall identify any relevant variance, offer a plan to enable Contractor to reduce the Charges so that they are brought in line with the lower fees, and reduce such Charges prospectively from the date of verification of the relevant variance. OCA shall be allowed to review and~~

~~approve such plan, and in all events Contractor shall implement the relevant Charges reductions no later than thirty (30) days from the date of OCA's approval of such plan. The provisions of Section 9.1 shall not apply to the assessment conducted in accordance with this Section 10.5.~~

~~(c) If at any time OCA becomes aware of any agreement that it believes would appropriately be subject to the assessment described in this Section 10.5, OCA may call such agreement to Contractor's attention, and the Parties shall discuss in good faith whether a competitive price assessment in accordance with Section 10.5(b) is appropriate in the circumstances.~~

11. INVOICING AND PAYMENT

11.1 Invoicing.

- (a) **Invoice for Implementation Services.** Contractor shall invoice OCA for Accepted Deliverables. The invoice shall include (i) OCA's purchase order number, (ii) the vendor identification number, (iii) the name of the Deliverable and each outcome of the Deliverable for which payment is requested, (iv) the pricing set forth in the Statement of Work for such Deliverable, and (v) supporting information as identified in the Statement of Work, or other support as OCA may require. No payment shall be made without the submission of detailed, correct invoices. Contractor shall submit invoice after Acceptance of the Deliverable by OCA. Invoices for Implementation Services provided by Subcontractors shall be paid by the Contractor, then invoiced to OCA.
- (b) **Invoice for Production Services.** Following the Commencement Date, Contractor shall invoice OCA for Production Services no sooner than 30 days following the completion of each OCA Fiscal Quarter. Thereafter, Contractor shall present OCA with the quarterly invoice for the preceding OCA Fiscal Quarter (the "**Quarterly Invoice**"). Contractor shall not invoice OCA for taxes or any backdated Charges that Contractor failed to invoice to OCA within four (4) invoice cycles following the month in which the Charges were incurred. To the extent that any Charges included in the Quarterly Invoice are disputed by OCA, such dispute shall be resolved in accordance with Section 11.3. Until Implementation Services are complete, Contractor shall invoice only at an amount of 25% of the Quarterly Invoice.
- (c) **Form and Data.** Each invoice provided by Contractor to OCA under this Agreement shall be submitted electronically to accountspayable@txcourts.gov, or by hard copy to The Office of Court Administration, ATTN: Accounts Payable, P.O. Box 12066, Austin, Texas 7871-2066, and shall (i) comply with all applicable legal, regulatory and accounting requirements, including Chapter 2251, Texas Government Code, (ii) allow OCA to validate the Charges, and (iii) comply with OCA's accounting and billing requirements, including providing sufficient detail for

OCA to allocate costs to all federal and State programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of OCA (if any).

- (d) **Reimbursements.** To the extent a Service Level Reimbursement, Deliverable Fee or other reimbursements or fees may be due to OCA pursuant to this Agreement, OCA shall invoice Contractor with the appropriate amounts then due and owing.
- (e) **Time Limitation.** Unless otherwise requested by Contractor in advance and agreed by OCA in its sole discretion, if Contractor fails to provide an invoice to OCA for any amount within four (4) invoice cycles of the month in which the Services in question are rendered or the expense incurred, Contractor shall waive any right it may otherwise have to invoice for and collect such amount.

11.2 Set Off.

OCA may set off against any and all amounts to be paid or reimbursed by OCA any amount that Contractor is obligated to pay OCA hereunder, provided that OCA notifies Contractor in writing of the amounts of, and the basis for, such set off.

11.3 Disputed Charges.

- (a) **Disputed Amounts.** OCA may withhold any amount of any invoice in dispute as provided in and in accordance with Chapter 2251, Texas Government Code. OCA shall comply with Chapter 2251, Texas Government Code, with respect to timely notice of such disputed amounts.
- (b) **Interest.** For invoice amounts that have been paid by OCA that become the subject of a dispute which is resolved in favor of OCA, in addition to any amounts that Contractor may subsequently reimburse to OCA arising from resolution of such dispute, Contractor shall include interest on the amounts to be reimbursed, accrued monthly at the rate specified by the Texas Comptroller of Public Accounts in accordance with Section 2251.025(b), Texas Government Code, calculated from the ninetieth (90th) day following the date of OCA's dispute.
- (c) **No Waiver.** Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right OCA may otherwise have to dispute any Charge or amount or recover any amount previously paid.
- (d) **Prompt Resolution.** In the event OCA initiates a dispute related to an invoice, Contractor shall promptly (but not more than ~~two-ten~~ (210) Business Days from the time OCA initiated such dispute) respond to the issue raised in such dispute, which response shall include a written explanation of the charges that are the subject of such dispute, as well as any supporting

documentation necessary to support Contractor's position. ~~If, within ten (10) days of the date on which OCA notifies Contractor of the dispute, Contractor has either (i) failed to respond to OCA with sufficient details or (ii) failed to provide documentation or other evidence as to the validity of the charges, then such dispute will be deemed resolved in favor of OCA, the appropriate credits against the unpaid invoice will be withheld and the matter closed.~~

12. E-FILING DATA AND OTHER CONFIDENTIAL INFORMATION.

12.1 Confidentiality.

- (a) **Confidential Information.** Contractor and OCA each acknowledge that the other possesses and shall continue to possess information that has been developed or received by it, has commercial, proprietary or other value in its or its constituents' or customers' activities or operations and is not generally available to the public, subject, however to the applicability of Rule 12 of the Rules of Judicial Administration and other applicable Law.
- (b) **Disclosure of Confidential Information.**
- (i) During the Term and at all times thereafter as specified in **Section 12.5**, each Receiving Party (A) shall hold Confidential Information received from a Disclosing Party in confidence and shall use such Confidential Information only for the purposes of fulfilling its obligations or exercising its rights under this Agreement and for no other purposes, (B) shall follow all applicable security requirements, protocols, and procedures for accessing and handling such Confidential Information, and (C) shall not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party, unless expressly permitted by **Sections 12.1(b)(ii)** and **12.1(b)(iii)** below or elsewhere in this Agreement. Subject to the requirements of **Section 12.2(b)**, as applicable, each Receiving Party shall use at least the same degree of care to prevent disclosure, dissemination, and misuse of the Disclosing Party's Confidential Information to third parties as the Receiving Party employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.
- (ii) The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, directors, attorneys, financial advisors, contractors and agents (including OCA Auditors in the case of OCA) provided that (A) such person or Entity has a need to know the Confidential Information for purposes of performing his or her obligations under or with respect to this Agreement or as otherwise

naturally occurs in such person's scope of responsibility, (B) such disclosure is made pursuant to an obligation of confidentiality upon such person or Entity that is no less stringent than that set forth in this **Section 12.1**, and (C) such disclosure is not in violation of Law or applicable OCA Standards. The Receiving Party assumes full responsibility for the acts or omissions of any person or Entity to whom it discloses Confidential Information of the Disclosing Party regarding their use of such Confidential Information and must take commercially reasonable measures to protect the Confidential Information from disclosure or use in contravention of this Agreement.

- (iii) The Receiving Party may disclose Confidential Information of the Disclosing Party as required to satisfy any legal requirement of a competent government body, provided that, promptly upon receiving any such request (but not more than two (2) days from receipt of such request), the Receiving Party, to the extent it may legally do so, gives notice to the Disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that the Disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The Receiving Party shall use reasonable efforts to cooperate with the Disclosing Party in its efforts to seek a protective order or other appropriate remedy or, in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information.
- (iv) Unless expressly permitted by this Agreement, neither Party shall (A) make or use any copies of the Confidential Information of the other Party except as expressly contemplated by this Agreement, (B) possess or acquire any right in or assert any lien against the Confidential Information of the other Party, (C) sell, assign, transfer, lease, encumber or otherwise dispose of or disclose the Confidential Information of the other Party to third parties or commercially exploit, or permit a third party to commercially exploit, such information, or (D) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Confidential Information (including any copies thereof) to the other Party if requested to do so.
- (v) Notwithstanding the provisions of this **Section 12.1(b)**, OCA may disclose Confidential Information relating to the financial or operational terms of this Agreement and/or Contractor's performance hereunder (e.g., applicable Service Levels and

measurements of Contractor's performance with respect to such Service Levels) in connection with a Benchmarking or the solicitation of proposals for or the procurement of the same. To the extent allowed by applicable Law, OCA shall promptly provide Contractor written notice of any such disclosure.

- (vi) Each Party shall take all necessary steps to cause its employees, contractors and subcontractors to comply with the provisions of **Article 12**.
- (c) **Exclusions.** Notwithstanding the above, **Section 12.1(b)** shall not apply to any particular information which the Receiving Party can demonstrate (i) is, at the time of disclosure to it, generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations; (ii) after disclosure to it, is published by the Disclosing Party or otherwise becomes generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations or through a third party or a party affiliated with the Receiving Party who obtained the information from the Receiving Party; (iii) was lawfully in the possession of the Receiving Party immediately prior to the time of disclosure to it by Disclosing Party; (iv) is received from a third party that is not restricted from disclosing such information by law, contract, fiduciary duty, or otherwise; or (v) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
- (d) **Loss of Confidential Information.** Each Party shall (i) immediately notify the other Party of any possession, use, knowledge, disclosure, or loss of such other Party's Confidential Information in contravention of this Agreement, (ii) promptly furnish to the other Party all known details and assist such other Party in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss, (iii) cooperate with the other Party in any investigation or litigation deemed necessary by such other Party to protect its rights, and (iv) promptly use appropriate efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in contravention of this Agreement. Each Party shall bear any costs it incurs in complying with this **Section 12.1(d)**.
- (e) **No Implied Rights.** Nothing contained in this **Section 12.1** shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to any Confidential Information of the other Party.
- (f) **Return or Destruction of Confidential Information.** Each Party shall securely store the other Party's Confidential Information until such Confidential Information, other than e-Filing Data, is returned or destroyed

as described in this **Section 12.1(f)**, or in the case of e-Filing Data, destroyed in accordance with **Section 12.2(c)**. Except as limited by applicable Laws and as provided below with respect to Contract Records, each Party shall destroy all other documentation in any medium that contains, refers to or relates to the other Party's Confidential Information and any copies thereof in such Party's control or possession (or the portion of such Confidential Information specified by the other Party) within fifteen (15) Business Days of the expiration or termination of this Agreement and completion of each Party's obligations hereunder, including, with respect to Contractor, all periods of Termination Assistance Services requested by OCA. Upon written request, the Party returning or destroying the other Party's Confidential Information shall deliver to the other Party written certification of its compliance with this paragraph signed by an authorized representative of such Party. Notwithstanding the foregoing, either Party may retain one copy of the other Party's Confidential Information, other than e-Filing Data, in its legal department as and to the extent required to comply with applicable Laws or enforce its rights under this Agreement; provided that such Confidential Information shall be returned or destroyed in accordance with this provision upon the expiration of the period specified in the applicable Law, the expiration of the applicable statute of limitations or the final resolution of any pending dispute, as applicable. Contract Records shall be retained by Contractor for the duration of the Audit Period unless and to the extent Contractor is directed by OCA to deliver such Contract Records to OCA prior to the expiration of the Audit Period. In no event shall a party withhold any Confidential Information of the other party as a means of resolving any dispute.

- (g) **Transfer of OCA Confidential Information.** Contractor shall not transfer OCA Confidential Information to any other locations, nor change the locations for storage and processing of such OCA Confidential Information, except with the express written consent of OCA, which OCA may withhold in its sole discretion.

12.2 e-Filing Data.

Nothing in this **Section 12.212-2** is intended to limit the obligations of Contractor under **Section 12.142-1** of this Agreement with respect to the Confidential Information addressed in such Section.

- (a) **e-Filing Data.** Except solely for the purpose of performing its obligations under this Agreement, Contractor shall not use, sell, license, assign, lease, transfer, distribute, or encumber e-Filing Data. Contractor shall not disclose to, or allow access by, third parties to e-Filing Data, unless expressly provided for in this Agreement or upon prior written consent of OCA. Contractor shall not directly or indirectly commercially exploit, or permit a third party to commercially exploit, e-Filing Data on behalf of Contractor or any other person or Entity. Upon OCA's request, and in the form and format

as reasonably requested by OCA, Contractor shall make e-Filing Data available to OCA. Contractor agrees that Contractor shall not, and shall cause Contractor Personnel to not, use any e-Filing Data for any purpose other than the fulfillment of the terms and conditions of this Agreement.

(b) **Safeguarding of e-Filing Data.**

- (i) Contractor shall implement and maintain throughout the Term a written, comprehensive data security program, which shall (A) include reasonable and appropriate technical, organizational and security measures and safeguards to protect e-Filing Data from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse, or damage, (B) be no less rigorous than those maintained (or required to be maintained) by OCA, (C) be no less rigorous than those maintained by Contractor for its own information of a similar nature, (D) be no less rigorous than best security standards in the industry (e.g., Texas Administrative Code, Title 1, Part 10, Chapter 202), but without limiting Contractor's obligations respecting Technology Evolution, and (~~ED~~) comply (without limiting the Parties' obligations under **Section 14.10**) with all applicable OCA Standards, including the requirements of OCA's then-current privacy, security and records retention policies, including OCA's Information Security Policy Manual, the Internal Revenue Service guidelines contained within IRS Publication 1075 (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>), viewed at least annually. Contractor shall permit OCA or its designee(s) and OCA Auditors to review such documentation and/or to inspect Contractor's compliance with these provisions in accordance with **Section 9.1**. All e-Filing Data shall reside on Systems within the United States of America at all times.
- (ii) Under no circumstances shall Contractor make any changes that materially weaken any technical, organizational or security measures in place to safeguard e-Filing Data, or result in Contractor's failure to meet any of the minimum standards set forth above without OCA's prior approval. Under no circumstances shall Contractor or Contractor Personnel use, access, attempt to use or access, or permit use of or access to, e-Filing Data except as may be required for the performance of Contractor's obligations or otherwise permitted under this Agreement.
- (iii) To the extent Contractor removes e-Filing Data from any media that is taken out of service that is under Contractor's control, Contractor shall destroy or securely erase such media. Under no circumstances shall Contractor use or re-use media on which e-Filing Data has been stored to store data of any other customer of Contractor or to deliver data to a third party, including another Contractor customer.

- (c) **Destruction of e-Filing Data.** Contractor shall securely store e-Filing Data until such e-Filing Data is returned or destroyed as described in this **Section 12.2(c)**. Except as limited by applicable Laws, Contractor shall return then permanently delete or destroy all e-Filing Data and all other documentation in any medium as requested by OCA that contains, refers to or relates to the e-Filing Data and any copies thereof in Contractor’s control or possession within fifteen (15) Business Days of the expiration or termination of this Agreement and completion of each Party’s obligations hereunder, including all periods of Termination Assistance Services requested by OCA. Contractor shall deliver to OCA written certification of its compliance with this paragraph signed by an authorized representative.

- (d) **Contractor Personnel.** Contractor shall take appropriate action to cause any Contractor Personnel who have access to e-Filing Data pursuant to this Agreement to be (i) advised of, and comply with, the terms and conditions of this **Section 12.2**; and (ii) trained regarding their handling of such e-Filing Data. Contractor shall be responsible for any failure of Contractor Personnel to comply with the terms and conditions regarding e-Filing Data set forth in this **Section 12.2**. Contractor agrees to maintain a disciplinary process to address any unauthorized access, use or disclosure of e-Filing Data by any Contractor Personnel.

12.3 Cardholder Data.

To the extent applicable to the Services, Contractor shall comply with the Payment Card Industry Data Security Standard with respect to Cardholder Data as defined therein.

12.4 Security Incident.

- (a) **Procedures.** In the event Contractor discovers or is notified of, or should have known of, a Security Incident or potential Security Incident, Contractor shall ~~immediately as soon as reasonably practicable~~ notify OCA of such Security Incident or potential Security Incident. Following such notice, Contractor shall fully cooperate in OCA’s handling of such Security Incident or potential Security Incident and, at Contractor’s own cost and expense, shall (i) investigate such Security Incident or potential Security Incident, facilitating interviews with Contractor Personnel and others involved in the matter, and making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Laws, regulations, industry standards or as otherwise reasonably required by OCA, (ii) perform a risk assessment, Root Cause Analysis and Corrective Action Plan thereon in accordance with **Section 5.3(b)**, (iii) provide a ~~detailed written~~ report to OCA of such risk assessment, Root Cause Analysis and Corrective Action Plan, (iv) ~~upon OCA’s approval,~~ remediate the effects of such Security Incident or potential Security Incident as soon as practicable or assist in the coordination of such remediation if Contractor does not have responsibility

for the matters which are the source of the breach or potential breach, (v) provide OCA with reasonable assurances that such Security Incident or potential Security Incident shall not recur, and (vi) cooperate with OCA in providing any notices regarding impermissible disclosures caused by such Security Incident which OCA deems appropriate, and (vii) cooperate in any litigation, investigation, or other action deemed necessary by OCA to protect its rights relating to the use, disclosure, protection and maintenance of e-Filing Data. Following any Security Incident, Contractor shall continuously use its best efforts to prevent a recurrence of any such Security Incident.

- (b) **Security Incident Involving e-Filing Personal Data.** To the extent a Security Incident involves e-Filing Personal Data and is attributable to the negligence or willful misconduct of a breach by Contractor or Contractor Personnel ~~of Contractor's obligations under this Agreement~~, Contractor shall bear the costs incurred by Contractor in complying with its legal obligations relating to such Security Incident ~~and, in addition to any other damages for which Contractor may be liable under this Agreement, Contractor shall reimburse OCA for all actual costs incurred in providing (i) notice to affected individuals, (ii) such affected individuals with credit monitoring services for thirty six (36) months (where such Security Incident results in the potential for exposure of Highly Sensitive Personal Information), (iii) such affected individuals with \$50,000 of identity theft insurance, (iv) call center support for such affected individuals for thirty (30) days, (v) any related governmental fees or fines assessed against OCA, (vi) any Losses for which Contractor would be liable under Section 16.1, and (vii) any other services that OCA deems necessary to protect such affected individuals in light of the risks posed by such Security Incident.~~
- (c) **Third Party Notices.** Contractor agrees that it shall not inform any third party of any Security Incident without first obtaining OCA's prior written consent, other than to inform a complainant that the matter has been forwarded to OCA's legal counsel. Further, Contractor agrees that OCA shall have the right to determine (i) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in OCA's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- (d) **Ongoing Obligations.** Contractor agrees to maintain and preserve all documents, records and other data related to any Security Incident.
- (e) **FTI Compliance.** To the extent applicable to the Services, Contractor shall comply with all applicable state and federal requirements and regulations, including ITS Publication 1075.

12.5 Survival.

Notwithstanding the expiration or any termination of this Agreement, (i) the limitations on use and disclosure by Contractor under this Article with respect to e-Filing Data shall survive the expiration or any termination of this Agreement and shall be perpetual and (ii) other than the foregoing with respect to the survival of e-Filing Data, each Party's confidentiality obligations under this Agreement shall continue for any period required by applicable Law or, in the absence of a required period, perpetually until such time as the Confidential Information is publicly known and made generally available through no action or inaction of the Receiving Party or any agent, employee or Affiliate thereof.

12.6 Requirements for Information in Legal Proceedings.

- (a) **Preservation of Legal Privilege.** If OCA notifies Contractor, or Contractor is or becomes otherwise aware, that particular OCA Confidential Information may be within OCA attorney-client or work-product privileges of OCA, then regardless of any applicable exclusions, Contractor (i) shall not disclose such OCA Confidential Information or take any other action that would result in waiver of such privileges and (ii) shall instruct all Contractor Personnel who may have access to such communications to maintain privileged material as strictly confidential and otherwise protect OCA privileges.
- (b) **Contractor Responsibility for OCA Confidential Information.** To the extent requested by OCA, Contractor shall comply with OCA's litigation response plan, including policies and procedures to prepare for and respond to discovery requests, subpoenas, investigatory demands, and other requirements for information related to legal and regulatory proceedings, as such plan may be revised from time to time, including preparing for and complying with requirements for preservation and production of data in connection with legal and regulatory proceedings and government investigations. Within one (1) Business Day following receipt of any request, demand, notice, subpoena, order or other legal information request relating to legal proceedings or investigations by third parties relating to any Materials, Deliverables, Work Product, OCA Confidential Information or related Systems in Contractor's possession, Contractor shall notify OCA and provide OCA with a copy of all documentation of such legal information request, to the extent Contractor legally may do so and shall cooperate with OCA in responding to such request, demand, notice, subpoena, order or other legal information request.
- (c) **Cost of Compliance.** Contractor's cost of complying with this **Section 12.612.6** shall be at no additional charge to OCA.

13. LICENSE GRANT AND MATERIALS

13.1 Contractor Owned and Licensed Materials.

- (a) **Ownership of Contractor Owned Materials.** As between the Parties, Contractor shall be the sole and exclusive owner of the (i) Materials and other intellectual property lawfully owned by it or its Affiliates prior to the Effective Date, (ii) Materials and other intellectual property acquired by Contractor or its Affiliates on or after the Effective Date other than Materials and other intellectual property obtained by Contractor or its Affiliates from third parties for or on behalf of OCA, and (iii) Materials and other intellectual property that are developed by or on behalf of Contractor pursuant to this Agreement or otherwise paid for by OCA under this Agreement (collectively, “**Contractor Owned Materials**”), including all Intellectual Property Rights in the Contractor Owned Materials.
- (b) **License to Contractor Owned Materials.** As of the Effective Date, Contractor hereby grants to OCA during the Term, at no additional charge, a ~~world-wide, non-exclusive, irrevocable (provided that Contractor Owned Materials are used in accordance with the terms hereof), royalty-free~~ right and license to use, with the right to allow an unlimited number of Authorized Users to use the Services, the Contractor Owned Materials (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto), including to (i) receive the full benefit of the Services, (ii) perform or have performed services of the nature of the Services, including in-scope processes and services, (iii) monitor, access, interface with or use the Materials then being used in the performance of the Services, and (iv) perform or have performed ancillary services and functions, including related information technology services and functions. Contractor Owned Materials shall remain the property of Contractor. OCA shall not (A) reverse engineer, decompile, or disassemble the source code of all or any portion of the Contractor Owned Materials or (B) use the Contractor Owned Materials for the benefit of any Third Party. To the extent any provision of this Agreement creates an ambiguity or a conflict with any terms or conditions of any agreement or license (by “click-through” or written acceptance) by the Courts and Authorized Users, the provisions of this Agreement shall control.
- (c) **License to Contractor Third Party Materials.** As of the Effective Date, and subject to Contractor having obtained any Required Consents, Contractor hereby grants to OCA during the Term, at no additional charge, a ~~world-wide, non-exclusive, irrevocable (provided that the Third Party Materials are used in accordance with the terms hereof), royalty-free~~ right and license to use, with the right to grant sublicenses to third parties to use for the benefit of OCA and its Authorized Users, the Third Party Materials for which Contractor holds the license or for which Contractor is financially

responsible under this Agreement (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto) for the benefit of OCA, including to (i) receive the full benefit of the Services, (ii) perform or have performed services of the nature of the Services, including in-scope processes and Services, (iii) monitor, access, interface with or use the Materials then being used in the performance of the Services, and (iv) perform or have performed ancillary services and functions, including related information technology services and functions. To the extent any provision of this Agreement creates an ambiguity or a conflict with any terms or conditions of any agreement covering Third Party Materials of or provided by Contractor relating to the Services, the provisions of this Agreement shall control.

- (d) **Embedded and Dependent Materials.** Contractor hereby grants to OCA a ~~world-wide, non-exclusive, perpetual, irrevocable, royalty-free~~ right and license to use by OCA or any Authorized Users any embedded Contractor Owned Materials or Third Party Materials (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto). ~~Following the expiration or any termination of this Agreement and the termination of the Service(s) for which such Contractor Owned Materials were used, Contractor shall, at OCA's request, provide upgrades, maintenance, support and other services for such Contractor Owned Materials or Third Party Materials.~~
- (e) **Source Code Escrow for Contractor Owned Materials.** Upon OCA's request and provided that Contractor has not previously delivered current versions of source code and related documentation to OCA for certain specified Contractor Owned Materials, Contractor shall deposit in escrow, with an escrow agent selected by OCA, source code and related documentation for specified Contractor Owned Materials ("**Source Code Deposit Materials**"). In the event that any of the following occur (each a "**Release Event**"), such Source Code Deposit Materials shall be released:
- (i) in the case that Contractor is the named debtor in any bankruptcy or insolvency proceeding; or
 - (ii) in the case that Contractor has made a general assignment for the benefit of its creditors.
- (f) **Escrow License Grant.** Contractor hereby grants OCA a non-exclusive, royalty-free, irrevocable, transferable, and sublicensable, right and license to possess, control, and use the source code and object code, and to reverse engineer, disassemble, decompile, decode, adapt, develop, modify, and maintain the Services (including source code and object code) and make any related modifications to the Specifications, and use all resulting

corrections, repairs, translations, enhancements, and other derivative works and improvements for and in connection with OCA's performance of the Services, in each case solely upon and after the occurrence of a Release Event.

13.2 Work Product; Other Materials.

All strictly custom Work Product specifically and solely developed for the purposes of providing services under this Agreement that does not incorporate any of JTI's proprietary software or intellectual property shall be owned by OCA. OCA shall have all right, title and interest in and to ~~the such~~ Work Product and all copies made therefrom. This Agreement grants OCA no title or rights of ownership in JTI's proprietary software or intellectual property in existence prior to the effective date of this Agreement or developed independently after the effective date of this Agreement. OCA hereby grants to Contract 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 OCA pursuant to this Section 13.2 for the purpose of incorporating such work product and intellectual property into products Contractor prepares for other customers. ~~To the extent any Work Product is not deemed a "work made for hire" by operation of law, Contractor hereby irrevocably assigns, transfers and conveys, and shall cause its employees, contractors and agents to assign, transfer and convey, to OCA without further consideration all of its and their right, title and interest in and to such Work Product, including all rights of copyright, trade secret, moral rights and other similar rights in such materials. Contractor acknowledges, and shall cause its employees, contractors and agents to acknowledge, that OCA and the successors and permitted assigns of OCA shall have the right to obtain and hold in their own name any such intellectual property rights in and to such Work Product. Contractor agrees to execute, and shall cause its employees, contractors and agents to execute, any documents or take any other actions as may reasonably be necessary, or as OCA may reasonably request, to perfect OCA's ownership of any such Work Product. This Agreement shall not confer upon either Party intellectual property rights in Materials of the other Party (to the extent not covered by this Article 13) unless otherwise so provided elsewhere in this Agreement.~~

13.3 General Rights.

- (a) **Copyright Legends.** Each Party agrees to reproduce copyright legends which appear on any portion of the Materials which may be owned by the other Party or third parties.
- (b) **No Implied Licenses.** Except as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to one Party, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any Materials owned by the other Party or its Affiliates.

- (c) **Incorporated Materials.** Without limiting the provisions of **Section 13.1(d)**, should either Party incorporate into Developed Materials any Intellectual Property Rights, any ownership or license rights granted herein with respect to such Materials shall be limited by and subject to any such Intellectual Property Rights; provided that, prior to incorporating any such intellectual property in any Materials, the Party incorporating such intellectual property in the Materials shall have disclosed this fact to the other Party and obtained the prior approval of the other Party.

14. REPRESENTATIONS, WARRANTIES AND COVENANTS

14.1 Work Standards.

Contractor represents, warrants and covenants that (i) the Services shall be rendered with promptness, due care, skill and diligence; (ii) the Services shall be executed in a professional and workmanlike manner, in accordance with the Service Levels and accepted industry standards of first tier providers of services that are the same as or similar to the Services; (iii) Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services; (iv) Contractor shall provide such individuals with training as to new products and services prior to the implementation of such products and services in OCA's environment; and (v) Contractor shall have the resources, capacity, expertise and ability in terms of Equipment, Materials, know-how and personnel to provide the Services.

14.2 Maintenance.

Contractor represents, warrants and covenants that, unless otherwise agreed and to the extent it has operational responsibility under this Agreement, it shall maintain the ~~Equipment and~~ Software so that they-it operates substantially in accordance with the Service Levels and their Specifications, including (i) ~~maintaining Equipment in good operating condition, subject to normal wear and tear,~~ (ii) ~~undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations and requirements,~~ and (iii) performing Software maintenance in accordance with the applicable Software supplier's documentation, recommendations and requirements.

14.3 Efficiency and Cost Effectiveness.

Contractor represents, warrants and covenants that it shall use commercially reasonable efforts to provide the Services in a cost-effective and efficient manner consistent with the required level of quality and performance set forth in the Service Level Agreement.

14.4 Intellectual Property.

- (a) **Ownership and Use.** Contractor represents, warrants and covenants that it is either the owner of or is authorized to use, and possesses sufficient

rights to grant the rights and licenses contained in this Agreement to, any and all Materials, Equipment, Systems and other resources or items provided by Contractor. As to any such Materials, Equipment, Systems, resources or items that Contractor does not own, Contractor shall advise OCA as to the ownership and extent of Contractor's rights with regard to such Materials, Equipment, Systems, resources or items to the extent any limitation in such rights would materially impair Contractor's performance of its obligations under this Agreement or the right and licenses granted by Contractor under this Agreement.

- (b) **Performance.** Contractor represents, warrants and covenants that any Contractor Owned Materials consisting of Software and any Equipment provided by Contractor shall comply in all material respects with their applicable documentation and Specifications and shall provide the functions and features and operate in the manner described therein during the Warranty Period.
- (c) **Developed Materials Compliance.** Contractor warrants and covenants that Developed Materials shall, at all times during the Warranty Period, (i) be free from material errors in operation and performance, (ii) comply in all material respects with the applicable documentation and Specifications, and (iii) provide the functions and features and operate in the manner described in the Statement of Work or otherwise agreed by the Parties. During such Warranty Period, Contractor shall correct any failure to materially Comply at no additional charge to OCA and shall use commercially reasonable efforts to do so as expeditiously as possible. ~~In the event that Contractor fails or is unable to repair or replace such nonconforming Developed Materials, OCA shall, in addition to any and all other remedies available to it hereunder, be entitled to obtain from Contractor a copy of the source code and/or object code and/or other applicable documentation to such Developed Materials.~~
- (d) **Nonconformity of Contractor Owned Software.** In the event that the Contractor Owned Materials consisting of Software do not comply with their applicable documentation and Specifications and/or materially adversely affect the Services provided hereunder, Contractor shall, at its sole cost and expense and without any charge to OCA, expeditiously repair such Software, or replace such Software with conforming Software.

14.5 Non-Infringement.

Except as otherwise provided in this Agreement, Contractor represents, warrants and covenants that it shall perform its obligations and responsibilities under this Agreement in a manner that does not infringe or misappropriate, or constitute an infringement or misappropriation of, any Intellectual Property Rights; provided, however, that the Contractor shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by OCA

without the approval of the Contractor, (ii) OCA's combination of the Contractor's work product or Materials with items not furnished, specified, recommended, or approved in writing by Contractor or contemplated by this Agreement, (iii) the failure of OCA to use corrections or modifications provided by the Contractor offering equivalent features and functionality (provided Contractor notifies OCA that the corrections or modifications provided address the possibility of infringement or misappropriation if and to the extent it knows or reasonably should know of such possibility), (iv) adherence to detailed specifications provided by OCA that Contractor is required to comply with (provided Contractor notifies OCA of the possibility of infringement or misappropriation if and to the extent it knows or reasonably should know of such possibility), or (v) Third Party Materials, except to the extent that such infringement or misappropriation arises from the failure of Contractor to obtain the necessary licenses or Required Consents or to abide by the limitations of the applicable Third Party Materials licenses.

14.6 General.

(a) **Contractor.** Contractor represents, warrants and covenants to OCA that:

- (i) Contractor is a business Entity duly formed, validly existing and in good standing under the Laws of its state of formation;
- (ii) Contractor has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (iii) Contractor has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable federal, state or local Laws and under all applicable rules and regulations of all authorities having jurisdiction over the Services, including under all applicable Laws of the State with the exception of those permits, licenses, and rights that OCA is obligated to provide pursuant to this Agreement;
- (iv) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of Contractor;
- (v) The individual executing this Agreement and the documents made part of this Agreement is authorized to sign such documents on behalf of the Contractor and to bind the Contractor to any contract that may result from this Agreement;
- (vi) When executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of Contractor enforceable in accordance with its terms;

- (vii) The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which Contractor or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
- (viii) As of the Effective Date, to the best of Contractor's knowledge, there is no pending claim, suit or proceeding or, to the best of Contractor's knowledge, any threatened claim, suit or proceeding, against or affecting Contractor or any of its Affiliates or Subcontractors that could reasonably be expected to adversely affect Contractor's ability to perform and fulfill its obligations under this Agreement including actions pertaining to the proprietary rights described in **Sections 14.4** and **14.5**. ~~Contractor shall notify OCA within ten (10) Business Days of Contractor's knowledge of any such claim, suit or proceeding. Without limiting the terms of **Section 12.1(b)(iii)**, Contractor shall notify OCA, within two (2) days, if process is served on Contractor in connection with this Agreement where such matter may reasonably affect the Services or a Party's rights, including any subpoena for Contractor's records, and shall send a written notice of the service together with a copy of the same to OCA within five (5) Business Days of such service.~~

(b) **OCA.** OCA represents, warrants and covenants to Contractor that:

- (i) OCA has statutory authority to enter into this Agreement and to perform its obligations hereunder;
- (ii) The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
- (iii) When executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of OCA enforceable in accordance with its terms.

14.7 Certifications.

Contractor, for itself and on behalf of its Subcontractors, certifies that:

- (a) It has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement;

- (b) Under Section 231.006 of the Texas Family Code, the Contractor certifies that it is not ineligible to receive the payments under this Agreement, and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate;
- (c) Neither it, nor anyone acting for it, has violated the antitrust Laws of the United States nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (d) Neither it, nor anyone acting for it, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Agreement to any competitor or any other person engaged in the same line of business as the Contractor;
- (e) It has not received payment from OCA or any of OCA's employees for participating in the preparation of the Agreement;
- (f) Under Sections 2155.004, 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, it is not ineligible to receive this specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate;
- (g) There are no suits or proceedings pending or, to the best of its knowledge, threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under this Agreement;
- (h) It is not, and its principals are not, suspended or debarred from doing business with the State or the federal government as listed in the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration;
- (i) As of the Effective Date, it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (j) It agrees that any payments due under this Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas;
- (k) In accordance with Section 669.003 of the Texas Government Code relating to contracting with an executive head of a state agency, it is not (1) the executive head of OCA, (2) a person who at any time during the four years

before the date of this Agreement was the executive head of OCA, or (3) a person who employs a current or former executive head of OCA;

- (l) It does not have any knowledge that any Contractor Personnel or any employee of a Subcontractor performing Services under this Agreement is, or is a relative of, any current or former State employee, within three (3) degrees of consanguinity, and if these facts change during the Term, any failure by Contractor to disclose to OCA the existence of any such employee relationship known to Contractor shall give rise to a right by OCA to terminate this Agreement, in whole or in part, immediately for cause or exercise any other remedy under Applicable Law;
- (m) The provision of Deliverables or Services or other performance under this Agreement shall not constitute an actual or potential conflict of interest and certifies that it shall not create the appearance of impropriety, and, if these facts change during the course of the Agreement, Contractor certifies it shall disclose for itself and on behalf of Subcontractors, the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;
- (n) OCA's payment to Contractor and Contractor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or 556.008, Texas Government Code;
- (o) It will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;
- (p) It shall comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program;
- (q) It shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("**IIRIRA**"), and the Immigration Act of 1990 (8 U.S.C. § 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of IIRIRA, who shall perform any labor or services under this Agreement. Nothing herein is intended to exclude compliance by Contractor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto;
- (r) It is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; and

- (s) It is compliant with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

During the Term, Contractor shall, for itself and on behalf of its Subcontractors, promptly disclose to OCA all changes that occur to the foregoing certifications, representations and warranties. Contractor covenants to cooperate with OCA in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

14.8 Inducements; OCA Code of Ethics.

In addition to these provisions applying to Contractor, Contractor shall impose the provisions of this **Section 14.8** in each of its subcontracts and each such representation, warranty and covenant shall be fully applicable with respect to Contractor and each Subcontractor:

- (a) **Reliance.** In executing this Agreement, OCA relies on Contractor's representations, warranties and covenants regarding the following: (i) Contractor regularly provides the types of Services described in the RFO to other public or private entities; (ii) Contractor has the skills, qualifications, expertise, financial resources and experience necessary to perform the Services described in this Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar Services for other public or private entities; (iii) Contractor has thoroughly reviewed, analyzed, and understood the RFO, has timely raised all questions or objections to the RFO, and has had the opportunity to review and fully understand the current program, operating environment for the Services, this Agreement and the needs and requirements of OCA and the State during the Term; (iv) Contractor has had the opportunity to review and understand the State's stated objectives in entering into this Agreement and, based on such review and understanding, Contractor has the ability and capacity to perform the Services for the Term in accordance with the terms and conditions of this Agreement; (v) Contractor also has reviewed and accepts the risks associated with the Services as described in the Agreement, including the risk of non-appropriation of funds; (vi) Contractor shall at all times be capable of, and legally authorized to, provide the Services; and (vii) the Charges assessed to OCA shall be true and correct.
- (b) **Inducements.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee has given or will give commissions, payments, kickbacks, lavish or extensive entertainment or other inducements of more than minimal value to any employee or agent of OCA in connection with this Agreement. Contractor also represents, warrants and covenants that, to the best of its knowledge, neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee has given any such

payments, gifts, entertainment or other thing of value to any employee or agent of OCA. Contractor also acknowledges that the giving of any such payment, gift, entertainment or other thing of value is strictly in violation of OCA policy on conflicts of interest, and may result in the cancellation of this Agreement and other existing and future contracts between the Parties.

- (c) **OCA Code of Ethics.** Contractor represents, warrants and covenants that, in the performance of the Services and its other contractual obligations hereunder, it shall comply with all applicable provisions of OCA Code of Ethics, as modified from time to time.
- (d) **No Interest.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee has acquired or will acquire any contractual, financial, business or other interest or advantage, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to OCA under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement; and Contractor shall promptly (but not more than two (2) days from the time in which Contractor first becomes aware of any such interest) inform OCA of any such interest that may be incompatible with the interests of OCA.
- (e) **No Abuse of Authority for Financial Gain.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has used or shall use the authority provided or to be provided under this Agreement to improperly obtain financial gain, advantage or benefit for Contractor, any of its Affiliates, any of their employees or any member of the immediate family of any such employee.
- (f) **No Use of Information for Financial Gain.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has used or shall use any OCA Confidential Information to obtain financial gain, advantage or benefit for Contractor, any of its Affiliates, any of their employees, nor any member of the immediate family of any such employee.
- (g) **Independent Judgment.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has accepted or shall accept another OCA contract that would impair the independent judgment of Contractor in the performance of this Agreement.
- (h) **No Influence.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has accepted or shall accept anything of value, or an inducement that would provide a financial gain, advantage or benefit, based on an understanding that the

actions of Contractor, any such Affiliates or any such employees on behalf of OCA would be influenced thereby; and neither Contractor nor any of its Affiliates shall attempt to influence any OCA employee by the direct or indirect offer of anything of value.

- (i) **No Payment Tied to Award.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has paid or agreed to pay any person or Entity, other than bona fide employees working solely for Contractor or such Affiliates or any Subcontractors, any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or resulting from the award or execution of this Agreement.
- (j) **No Collusion.** Contractor represents, warrants and covenants that the prices presented in the Response were arrived at independently, without consultation, communication or agreement with any other proposer for the purpose of restricting competition, the prices quoted were not knowingly disclosed by Contractor to any other proposer and no attempt was made by Contractor to induce any other person or Entity to submit or not to submit a proposal for the purpose of restricting competition.

14.9 Malicious Code.

- (a) **Malicious Code.** Contractor represents, warrants and covenants that Contractor shall not insert, and shall take all commercially reasonable actions and precautions to prevent the introduction and proliferation of, any Malicious Code into OCA's environment or any System used to provide the Services. Contractor further represents, warrants and covenants that, with respect to any disabling code that may be part of the Software, Contractor shall not invoke or cause to be invoked such Malicious Code at any time, including upon expiration or any termination of this Agreement, without OCA's prior written consent. Contractor also represents, warrants and covenants that it shall use commercially reasonable efforts to not use Third Party Materials consisting of Software containing Malicious Code without the prior approval of OCA. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed Malicious Code, provided that Contractor shall use commercially reasonable efforts to learn from third parties whether such code is included in third party products and shall notify OCA accordingly and obtain OCA's approval prior to installing such code in any Software, Equipment or System.
- (b) **Recovery Services.** At all times during the Term, Contractor shall maintain written plans and procedures designed to prevent the introduction of Malicious Code into OCA's environment or any System used to provide the Services, which such measures shall include plans to notify and update

OCA of such introduction and to mitigate the effects thereof. Contractor shall notify OCA expeditiously of any Malicious Code in any such environment or System of which it becomes aware and mitigate the effects in accordance with such written plans and procedures. Without limiting Contractor's other obligations under this Agreement, in the event Malicious Code is found in Equipment, Software or Systems managed or supported by Contractor or used by Contractor to provide the Services, Contractor shall, except as expressly set forth below, at no additional charge to OCA, eliminate or permanently quarantine such Malicious Code and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of operational efficiency or loss of data, mitigate such losses and restore such data with generally accepted data restoration techniques ("**Malicious Code Recovery Services**"). Contractor shall provide all Malicious Code Recovery Services at no additional Charge. The Parties anticipate that Malicious Code Recovery Services requested by OCA shall be provided by Contractor without adversely affecting Contractor's ability to meet its performance obligations.

14.10 Compliance with Laws.

- (a) **Compliance by Contractor.** Contractor represents, warrants and covenants that, with respect to the provision of the Services and the performance of any of Contractor's other legal and contractual obligations hereunder, Contractor and the Services are and shall be in compliance in all material respects with all applicable Laws and shall remain in compliance with such applicable Laws during the Term, including any Privacy Laws. If Contractor becomes aware that it is out of compliance with such applicable Laws, Contractor shall, at its sole cost, promptly (but not more than thirty (30) days from the time in which Contractor first becomes aware of such non-compliance) comply with such applicable Laws.
- (b) **Compliance Data and Reports.** At no additional charge, Contractor shall provide OCA with data reasonably necessary for OCA to comply with all Laws applicable to the use of the Services.
- (c) **Materials, Equipment and Systems Compliance.** Contractor represents, warrants and covenants that the Materials, Equipment and Systems used in connection with providing the Services are in compliance with all applicable Laws and shall remain in compliance with such Laws during the Term.
- (d) **e-Filing Data.** Contractor represents, warrants and covenants that any collection, receipt, access, use, storage, disposal and disclosure of any e-Filing Data by Contractor shall comply with all applicable Laws, including federal and state Privacy Laws, as well as all other applicable regulations and directives.

- (e) **Notice of Laws.** ~~Contractor OCA~~ shall notify ~~OCA Contractor~~ of any Laws and changes in Laws applicable to the Services that would reasonably be expected to affect Contractor's obligations under this Agreement or OCA's use of the Services.
- (f) **Implementation of Changes in Laws.** Upon a change in applicable Laws affecting use of the Services, ~~the parties may OCA reserves the right, in its sole discretion, to unilaterally~~ amend this Agreement to incorporate any modifications necessary for OCA's compliance. Without modifying the Parties' respective financial obligations under **Exhibit 4**, Contractor shall bear the costs associated with compliance with changes in Laws unless the change(s) required for compliance meets the definition of New Services, in which case it shall be treated as such and subject to payment of fees for such New Services.
- (g) **Termination.** In the event that any change(s) in Laws results in an increase of ten percent (10%) or more in the estimated average Quarterly Charges, then OCA may, within one hundred eighty (180) days of such aggregate increase being attained and upon at least ninety (90) days prior notice to Contractor, terminate this Agreement in its entirety ~~or the impacted Services~~ as of the termination date specified in the notice.
- (h) **Responsibility.** Contractor shall be responsible for any Losses imposed on Contractor or OCA resulting from any failure of Contractor or any third party engaged by Contractor to comply with applicable Laws or respond in a timely manner to changes in such Laws.

14.11 Equal Opportunity Compliance.

Contractor represents, warrants and covenants that it shall abide by all applicable Laws pertaining to equal employment opportunity, including state and federal Laws. In accordance with such Laws, Contractor agrees that no individual in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, or disability, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed by Contractor under this Agreement. If Contractor is found to be in non-compliance with these requirements, Contractor agrees to take appropriate steps to correct such noncompliance. Upon request, Contractor shall furnish to OCA information regarding Contractor's nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

14.12 Information Furnished to OCA.

Contractor represents that all written information made a part of this Agreement is current, complete, true and accurate. This Agreement contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading. Contractor hereby agrees to provide OCA with notice within two (2) days in the event it discovers that any information that has been provided to OCA is or becomes untrue and incorrect. Such notice shall identify the information incorrectly provided and shall set forth the true and correct information.

14.13 Previous Contracts.

Other than as specifically disclosed by Contractor in writing, Contractor represents that neither it, nor any of its Affiliates or Subcontractors, is in default or breach of any other contract or agreement related to information systems facilities, equipment or services that it or they may have with OCA, the State or any other State related Entity. Contractor further represents that neither it, nor any of its Affiliates or Subcontractors, has been a party to any contract for information system facilities, equipment or services with OCA, the State or any other State-related Entity that was finally terminated within the previous five (5) years for the reason that Contractor or such Affiliate or Subcontractor failed to perform or otherwise breached an obligation of such contract. Contractor hereby certifies that it has provided disclosure of all pending, resolved, or completed litigation, mediation, arbitration or other alternate dispute resolution procedure involving Contractor, its Affiliates or its Subcontractors that could reasonably be expected to materially adversely affect Contractor's ability to perform and fulfill its obligations under this Agreement.

14.14 Completeness of Due Diligence Activities.

Contractor acknowledges that it has been provided with sufficient access to OCA information and personnel, and has had sufficient time in which to conduct and perform a thorough due diligence of OCA's operations and business requirements and assets currently used by OCA in providing the Services. Accordingly, Contractor shall not seek any adjustment in the Charges based on any incorrect assumptions made by Contractor in arriving at the Charges.

14.15 Interoperability.

Contractor represents, warrants and covenants that the Software, Equipment and Systems that are owned, developed, implemented or used by Contractor in connection with providing the Services shall be interoperable with the Software, Equipment and systems used by OCA to the extent necessary for OCA to receive the full benefit of the Services.

14.16 Prohibition on Contracts with Companies Boycotting Israel.

As required by Texas Government Code Section 2270.002, by executing this Agreement, Contractor represents and warrants that it does not, and will not during the Term, boycott Israel. Contractor further represents and warrants that no Subcontractor of the Contractor boycotts Israel or will boycott Israel during the Term. Contractor agrees to take all necessary steps to ensure this representation and warranty remains true during the Term.

14.17 Financial Condition.

During the Term, Contractor shall promptly provide, but no later than one hundred twenty (120) days after the end of the Contractor's fiscal year, its year-end financial statements as of the end of such fiscal year, all in reasonable detail, and an audit reported by a nationally recognized independent certified public accountant (without a "going concern" or like qualification or exception as to the scope of such audit) to the effect that the financial statements present fairly the financial condition and results of operation of the Contractor.

15. INSURANCE AND RISK OF LOSS

Contractor shall at all times during the Term of this Agreement carry and maintain at its sole cost and expense the following insurance coverage in each case issued by an insurer having an A. M. Best Company financial strength rating of A or greater and a financial size category ranking of class IX or higher, licensed in the state of Texas, and authorized to provide the corresponding coverage: (a) Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract and endorsed with a waiver of subrogation against the State, OCA, counties, and courts, and their respective officers and employees, for bodily injury (including death), property damage or any other loss; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 minimum per each occurrence and \$2,000,000 in the aggregate; (c) Professional Liability (Errors and Omissions Liability) with limits of at least \$2,000,000 each occurrence limit; (d) Cybersecurity Insurance in an amount not less than \$3,000,000 minimum per each occurrence and \$5,000,000 in the aggregate, protecting against the loss arising out of a Security Incident, including (i) network security and privacy liability, (ii) notification and other breach response costs, (iii) fines and penalties, and (iv) cyber extortion; and (e) Umbrella Insurance in an amount of no less than \$10,000,000. Contractor shall provide at least thirty (30) days written notice prior to any cancellation of policies listed under this section. Contractor shall maintain the above insurance coverage during the Term of this Agreement, and shall include OCA and its directors, officers, and employees as additional insureds, include a waiver of subrogation in favor of OCA and its directors, officers, and employees, and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by OCA and shall provide OCA with an executed copy of the policies immediately upon request.

16. INDEMNITIES

16.1 General Indemnity by Contractor.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, OCA AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES (COLLECTIVELY, "OCA INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, ACTION, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY STATEMENT OF WORK OR PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH LIABILITY, ACTION, CLAIM, DEMAND OR SUIT WAS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE OCA OR ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING REASONABLE ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, CONTRACTOR WILL REIMBURSE OCA AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OCA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF OCA IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, OCA WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF OCA'S COUNSEL.

16.2 Intellectual Property Indemnity.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OCA AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) OCA'S AND/OR CONTRACTOR'S USE OF OR

ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OCA BY CONTRACTOR OR OTHERWISE TO WHICH OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT EXTEND TO DAMAGES THAT ARISE OUT OF OCA'S MODIFICATION OR UNAUTHORIZED USE OF ANY SOFTWARE PROVIDED BY CONTRACTOR TO OCA UNDER THIS AGREEMENT. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, CONTRACTOR WILL REIMBURSE OCA AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OCA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF OCA IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, OCA WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF OCA'S COUNSEL.

16.3 No Double Recovery.

No provision of this Agreement shall be construed to provide indemnity for any amounts for which OCA has been fully compensated under any other agreement or action at law or equity; provided, however, that OCA shall not be required to exhaust any or all remedies available under other agreements or at law or equity before recovering indemnification amounts pursuant to Section 16.1.

16.4 ~~Comparative Fault~~Intentionally Omitted.

~~THE PARTIES AGREE THAT THE INDEMNITIES ABOVE SHALL CONTINUE IN EFFECT EVEN IN THE CASE WHERE A PORTION OF THE DAMAGE IS CAUSED BY THE ACTS OR OMISSIONS (INCLUDING NEGLIGENCE) OF OCA. HOWEVER, THE PARTIES FURTHER AGREE THAT CONTRACTOR IN NO WAY WAIVES ANY DEFENSE OTHERWISE AVAILABLE TO IT IN ANY SUCH EVENT, INCLUDING THE RIGHT TO ASSERT COMPARATIVE FAULT OF OCA.~~

16.5 Infringement and Mitigation.

In the event that (i) Contractor receives or otherwise learns of any threat, warning, or notice alleging that all, or any component or feature of the Services violates a Intellectual Property Right, or (ii) OCA's continued use of Deliverables, Work Product, Developed Materials, Contractor Owned Material, or Services is enjoined;

then, in each case, Contractor shall, in addition to defending, indemnifying and holding harmless OCA as provided in **Section 16.1** and to the other rights OCA may have under this Agreement, promptly and at its own option, cost and expense and in such a manner as to minimize the disturbance to OCA's operations and activities, do one of the following:

- (a) **Obtain Rights.** Obtain for OCA the right to continue using and receiving the benefits of such Deliverables, Work Product, Developed Materials, Contractor Owned Material, or Services.
- (b) **Modification.** Modify the item(s) in question so that it is no longer infringing or enjoined (provided that such modification does not degrade the performance or quality of the Services or adversely affect OCA's intended use as contemplated by this Agreement).
- (c) **Replacement.** Replace such item(s) with a non-infringing or non-enjoined, as applicable, functional and qualitative equivalent acceptable to OCA.
- (d) **Discontinued Use.** If, despite Contractor's commercially reasonable efforts to effect the alternatives set forth in **Sections 16.5(a), (b), and (c)** above, the Parties determine that none of such alternatives are feasible, Contractor may discontinue its use of such infringing, potentially infringing or enjoined Deliverables, Work Product, Developed Materials, Contractor Owned Material, or Services; provided, however, that neither such right nor such discontinuation shall limit or expand OCA's rights or Contractor's obligations under this Agreement; nor shall such right or such discontinuation excuse any breach by Contractor of its obligation to provide the Services in a non-infringing and non-enjoined manner.

16.6 Indemnification Procedures.

With respect to claims which are subject to indemnification under this Agreement, the following procedures shall apply:

- (a) **Notice.** Promptly after receipt by any person or Entity entitled to indemnification under this Agreement of notice of the commencement or threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a claim in respect of which the OCA Indemnitee may seek indemnification hereunder, the OCA Indemnitee shall notify Contractor of such claim. No delay or failure to so notify Contractor shall relieve Contractor of its obligations under this Agreement except to the extent that Contractor has suffered actual prejudice by such delay or failure. Within fifteen (15) Business Days following receipt of notice from the indemnitee relating to any claim, but no later than five (5) Business Days before the date on which any response to a complaint or summons is due, Contractor may notify the indemnitee that Contractor elects to assume

control of the defense and investigation of that claim (a “**Notice of Election**”).

- (b) **Procedure Following Notice of Election.** If Contractor delivers a Notice of Election within the required notice period, Contractor shall immediately take control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to OCA to handle and defend the same, at Contractor’s sole cost and expense; provided, however, THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- (c) **Procedure Where No Notice of Election Is Delivered.** If Contractor does not deliver a Notice of Election relating to any claim within the required notice period, the OCA Indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. Contractor shall promptly reimburse the OCA Indemnitee for all such reasonable costs and expenses incurred by the OCA Indemnitee, including reasonable attorneys’ fees.

16.7 Subrogation.

In the event that Contractor shall be obligated to indemnify an indemnitee pursuant to any provision of this Agreement, Contractor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates.

17. LIABILITY

17.1 General Intent.

Subject to the specific provisions and limitations of this [Article 17.17](#), and to the extent allowed by applicable Laws, it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred as a result of the breaching Party’s failure to perform its obligations in the manner required by this Agreement.

17.2 Force Majeure.

- (a) **General.** Subject to [Section 17.2\(b\)17.2\(c\)](#), no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, wars, riots, [labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays](#), civil disorders, rebellions or revolutions, acts of terrorism,

epidemics, pandemics, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of prudent planning, alternate sources, incident response plans, workaroud plans or other means (“**Force Majeure Event**”). ~~A strike, lockout or labor dispute involving Contractor Personnel shall not excuse Contractor from its obligations hereunder.~~ Notwithstanding anything to the contrary in this **Section 17.2**, Contractor shall remain obligated to perform its obligations contained in **Section 7.3(a)**.

~~(b) **Substitute Services; Termination.** If any Force Majeure Event has substantially prevented, hindered or delayed or is reasonably expected to substantially prevent, hinder or delay the performance by Contractor of Services necessary for the performance of critical OCA functions for longer than the recovery period specified in the applicable Disaster Recovery Plan or, if there is no such specified recovery period, twenty four (24) hours, Contractor shall, unless and until otherwise directed by OCA, use commercially reasonable efforts to procure such Services from an alternate source at Contractor’s expense for so long as the delay in performance shall continue, up to the Charges actually paid to Contractor for the Services with respect to the period of non-performance. In addition, if any Force Majeure Event substantially prevents, hinders or delays the performance by Contractor of Services necessary for the performance of critical OCA functions for more than five (5) Business Days, then OCA may, upon notice to Contractor, terminate this Agreement in its entirety or any portion of the Services so affected (including portions that are no longer required if the impacted portion is terminated) as of the termination date specified in the notice.~~

(e)(b) Disaster Recovery. Upon the occurrence of a Force Majeure Event that prohibits the ability of OCA to provide critical business functions for some predetermined period of time, or any other event that is designated as a “Disaster” under the applicable Disaster Recovery Plan, Contractor shall promptly implement, as appropriate, the applicable business continuity and Disaster Recovery Plan and provide business continuity and Disaster Recovery Services, as described in the Disaster Recovery Plan.

~~(d)(c) **Payment Obligation.** If Contractor fails to provide Services in accordance with this Agreement due to the occurrence of a Force Majeure Event, all amounts payable to Contractor hereunder shall be equitably adjusted downward so that OCA is not required to pay any amounts for Services that OCA is not receiving, whether from Contractor or from an alternate source at Contractor’s expense pursuant to **Section 17.2(b)**.~~ Contractor shall not have the right to additional payments or increased usage charges as a result of any force majeure occurrence affecting Contractor’s ability to perform.

17.3 Limitation of Liability.

(a) **Exclusions from Limitations.** EXCEPT AS PROVIDED IN THIS **SECTION 17.3**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Liability Cap.** Except as limited by applicable Laws (including those provisions applying to governmental agencies under the constitution of the State), the total aggregate liability of either Party, for all claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, shall not exceed, in the aggregate, the greater amount of (i) Charges paid and payable by OCA to Contractor during the first three (3) years of the Agreement term ~~twenty-four (24) months preceding the date upon which the cause of action accrues hereunder~~ or (ii) \$20,000,000. ~~The foregoing shall not include any claims made to the applicable insurance policies set forth herein.~~

~~(c) **Items Not Considered Damages.** The following shall not be considered damages subject to, and shall not be counted toward the liability exclusion or cap specified in, Sections 17.3(a) or 17.3(b):~~

~~(i) **Service Level Reimbursements or Deliverable Fees** assessed against Contractor.~~

~~(ii) **Amounts withheld by OCA in accordance with this Agreement due to incorrect Charges or Services not provided.**~~

~~(iii) **Amounts paid by OCA but subsequently recovered from Contractor due to incorrect Charges or Services not provided.**~~

~~(iv) **Invoiced Charges and other amounts that are due and owing to Contractor for Services under this Agreement.**~~

~~(d)~~**(c) Acknowledged Direct Damages.** For the avoidance of doubt, the following shall be considered direct damages and neither Party shall assert that the following are indirect, incidental, collateral, consequential or special damages or lost profits to the extent they result directly from the breaching Party's failure to perform in accordance with this Agreement:

(i) Costs and expenses of restoring, reloading, or notifying of any lost, stolen or damaged e-Filing Data.

(ii) Costs and expenses of implementing a work around in respect of a failure to provide the Services or any part thereof.

~~(iii) Cover damages, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source in excess of the Charges that would have been paid Contractor for such Services.~~

~~(iv)(iii)~~ Fines, penalties, sanctions, interest or other monetary remedies incurred as a result of a failure to comply with applicable Laws.

~~(v)(iv) Service Level Reimbursements or Deliverable Fees assessed against Contractor.~~

~~(vi)(v)~~ Lost discounts, late fees and/or interest charges incurred by OCA resulting from Contractor's breach of its obligations.

The absence of direct damages listed in this ~~Section 17.3(c)~~17.3(d) shall not be construed or interpreted as an agreement to exclude it as a direct damage under this Agreement.

~~(e) **Waiver of Liability Cap.** If, at any time, the total aggregate liability of Contractor for claims asserted by OCA under or in connection with this Agreement exceeds sixty percent (60%) of the applicable liability cap specified in Section 17.3(b) and, upon receipt of the request of OCA, Contractor refuses to waive such cap and/or increase the available cap to an amount at least equal to the original liability cap, then OCA may, upon notice, terminate this Agreement in its entirety as of the termination date specified in the notice.~~

18. DISPUTE RESOLUTION

18.1 Informal Dispute Resolution.

Subject to compliance with Chapter 2260, Texas Government Code, prior to the initiation of formal dispute resolution procedures with respect to any dispute, other than as provided in ~~Section 18.1(e)~~18.1(e), the Parties shall first attempt to resolve such dispute informally, as follows:

(a) **Initial Effort.** The Parties agree that, following receipt of written notice by any of the Parties, the OCA Information Resources Manager and/or the OCA Project Manager, the Contractor Program Manager and/or the Contractor Project Manager, as applicable, shall attempt in good faith to resolve all disputes (other than those described in Section 18.1(e) or 19.7). Upon the earlier to occur of (i) the OCA Information Resources Manager or the Contractor Program Manager concluding in good faith that amicable resolution through continued negotiation of a dispute does not appear likely and (ii) the fifteenth (15th) day following the date of the notice of dispute, either Party may refer the dispute for resolution to the senior executives specified in Section 18.1(b) upon notice to the other Party.

- (b) **Escalation.** Within ~~five~~fifteen (15) Business Days of a notice under **Section 18.1(a)** referring a dispute for resolution to senior executives, the OCA Information Resources Manager and/or the OCA Project Manager, the Contractor Program Manager and/or the Contractor Project Manager, as applicable, shall each prepare and provide to the designated senior executives of Contractor and OCA, respectively, summaries of the non-privileged relevant information and background of the dispute, along with any appropriate non-privileged supporting documentation, for their review. The designated senior executives of each Party shall confer as often as they deem reasonably necessary in order to gather and furnish to the other all non-privileged information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The designated senior executives of each Party shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions shall be left to the discretion of the designated senior executives of OCA, but may include the preparation of agreed-upon statements of fact or written statements of position.
- (c) **Provision of Information.** During the course of negotiations under **Section 18.1(a)** or **(b)** above, all reasonable requests made by one Party to another for non-privileged information reasonably related to the dispute shall be honored in order that each of the Parties may be fully advised of the other's position. All negotiations shall be strictly confidential and used solely for the purposes of settlement or resolution. Any materials prepared by one Party for these proceedings shall not be used as evidence by the other Party in any subsequent arbitration or litigation; provided, however, that the underlying facts supporting such materials may be subject to discovery.
- (d) **Prerequisite to Formal Proceedings.** Upon the earlier to occur of (i) the designated senior executives under **Section 18.1(b)** concluding in good faith that amicable resolution through continued negotiation of a dispute does not appear likely and (ii) the fifteenth (15th) day following the date of the notice provided under **Section 18.1(a)** referring the dispute to senior executives, then the Parties shall be entitled to discontinue negotiations and to seek to resolve the dispute through the dispute resolution process provided for in Chapter 2260, Texas Government Code.
- (e) **Equitable Remedies.** Notwithstanding the provisions and time periods specified in this **Section 18.1**, the Parties at any time may use formal proceedings pursuant to the process set forth in Chapter 2260, Texas Government Code, in order to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, (iii) address a claim arising out of the breach of a Party's obligations under **Article 12**, or (iv) pursue claims for injunctive relief with respect to a Party's obligations to the extent resulting in irreparable injury.

18.2 Jurisdiction.

Except as otherwise expressly provided in this **Article 1848** or unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to OCA, each Party irrevocably agrees that any legal action, suit or proceeding brought by such Party in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Western District of Texas, Austin Division, or in the state courts of the State of Texas located in Travis County, Texas, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party; provided, however, that this Section shall not prevent a Party against whom any legal action, suit or proceeding is brought by the other Party in the state courts of the State of Texas from seeking to remove such legal action, suit or proceeding, pursuant to applicable federal Law, to the United States District Court for the Western District of Texas, Austin Division, and in the event an action is so removed each Party irrevocably accepts and submits to the jurisdiction of the aforesaid district court.

18.3 Continued Performance.

- (a) **General.** Each Party agrees that it shall, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided that this provision shall not operate or be construed as extending the Term of this Agreement or prohibiting or delaying a Party's exercise of any right it may have to terminate this Agreement as expressly provided herein. For purposes of clarification, e-Filing Data may not be withheld by Contractor pending the resolution of any dispute.
- (b) **Non-Interruption of Services.** Contractor acknowledges and agrees that any interruption to the Services may cause irreparable harm to OCA and may adversely impact the ability of the State to carry out vital public safety and other governmental functions (including homeland security matters), in which case an adequate remedy at Law would not be available. Except to the extent expressly permitted under Chapter 2251, Texas Government Code, Contractor expressly acknowledges and agrees that at all times, including pending resolution of any dispute or controversy, it shall continue to perform under this Agreement and not directly or indirectly engage in any act or omission that may have a detrimental effect on provision of the Services to OCA under this Agreement.

18.4 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. Nothing in this Agreement shall be construed to waive the State's sovereign immunity.

19. TERMINATION

19.1 Termination for Cause.

- (a) **By OCA.** OCA may, upon written notice to Contractor, terminate this Agreement or the Statement of Work, in whole or in part, at any time, effective upon the termination date set forth in such termination notice, if Contractor:
 - (i) commits a material breach of its obligations with respect to Deliverables or Services under the Statement of Work(s) and such breach is not cured, or is not capable of being cured, within the applicable timeframe for cure provided for herein or if not provided, within thirty (30) days after receipt of written notice of such breach from OCA;
 - (ii) signs this Agreement with a false statement or commits a material breach of any provision of this Agreement, including the violation of any of the representations, warranties, guarantees, certifications, affirmations, or covenants contained herein;
 - (iii) commits numerous breaches of its duties or obligations which collectively constitute a material breach of this Agreement and Contractor fails to do both of the following: (A) cure each such breach within thirty (30) days of initial notice thereof; and (B) develop within ten (10) Business Days following initial written notice of breach from OCA a complete plan reasonably acceptable to OCA for curing the breach and correcting the deficiencies causing such breaches on a permanent basis; provided, however, that this **Section 19.1(a)(iii)** shall in no manner limit (A) OCA's right of termination pursuant to any other provision of **Section 19.1(a)**, or (B) Contractor's obligation to cure individual nonmaterial breaches of this Agreement;
 - (iv) commits a material breach of **Section 14.8** of this Agreement;
 - (v) (1) files for bankruptcy, (2) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, or insolvency, (3) passes a resolution for its voluntary liquidation, (4) has a receiver or manager appointed over all or substantially all of its assets, (5) makes an assignment for the benefit of its creditors, or (6) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations;
 - (vi) fails to communicate with OCA as required by this Agreement; or

- (vii) breaches its obligations under this Agreement with respect to e-Filing Data or OCA Confidential Information.
- (b) **By Contractor.** In the event that OCA fails to pay Contractor amounts due and owing in accordance with Chapter 2251, Texas Government Code that, in the aggregate, exceed three (3) Quarterly Charges by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, upon further notice to OCA specifying Contractor's intention to terminate this Agreement in accordance with this provision following an additional thirty (30) days, terminate this Agreement in its entirety as of the termination date specified in the further notice (provided that OCA has not cured the default prior to the effective date of termination). Contractor acknowledges and agrees that this **Section 19.1(b)** describes Contractor's sole right to terminate this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement.

19.2 Termination for Convenience.

OCA may (without incurring any liabilities) terminate this Agreement or the Statement of Work, for any reason or no reason, in whole or in part, (a) if it is in the best interest of the State of Texas to do so, or (b) upon at least ninety (90) days' prior notice to Contractor, effective as of the termination date specified in such notice; provided, however, if OCA elects to terminate this Agreement or the Statement of Work pursuant to this **Section 19.2** within six (6) months following the Effective Date, OCA shall pay to Contractor a Termination Charge.

~~**19.3 Termination Upon Contractor Change of Control Intentionally Omitted.**~~

~~In the event there is a change in control of Contractor (or that portion of Contractor providing all or any portion of the Services under this Agreement), or Contractor (or that portion of Contractor providing all or any portion of the Services under this Agreement) is merged with or into another Entity, then Contractor shall immediately provide OCA with written notice of such change in control. At any time within twelve (12) months following receipt of such written notice, OCA may terminate this Agreement, in whole or in part, upon at least ten (10) Business Days' prior notice to Contractor, effective as of the termination date specified in such notice. As used in this Agreement, "change in control" means (a) a sale of substantially all of the assets of Contractor, (b) a change in a majority of the management team, such as the board of directors, or (c) a direct or indirect change in beneficial ownership of 25% or more of the equity interest in Contractor.~~

19.4 OCA Rights Upon Contractor's Bankruptcy.

- (a) **General Rights.** In the event of Contractor's bankruptcy or of the filing of any petition under bankruptcy Laws affecting the rights of Contractor which is not stayed or dismissed within thirty (30) days of filing, in addition to the

other rights and remedies set forth herein, to the maximum extent permitted by Law, OCA shall have the immediate right to retain and take possession for safekeeping all e-Filing Data, OCA Confidential Information, OCA licensed Third Party Materials, OCA owned Materials, OCA owned Developed Materials and all other Materials, Equipment or Systems to which OCA is or would be entitled during the Term or upon the expiration or any termination of this Agreement. Contractor shall cooperate fully with OCA and assist OCA in identifying and taking possession of the items listed in the preceding sentence. OCA shall have the right to hold such e-Filing Data, Confidential Information, Materials, Equipment and Systems until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to OCA that they shall be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. Contractor and OCA agree that without this material provision, OCA would not have entered into this Agreement or provided any right to the possession or use of e-Filing Data, OCA Confidential Information or OCA Materials, Equipment and Systems covered by this Agreement.

- (b) **OCA Rights in Event of Bankruptcy Rejection.** Notwithstanding any other provision of this Agreement to the contrary and to the maximum extent permitted by applicable Laws, in the event that Contractor becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the “**Bankruptcy Code**”)) and rejects this Agreement pursuant to Section 365 of the Bankruptcy Code (a “**Bankruptcy Rejection**”), then (i) any and all of the licensee and sublicensee rights of OCA arising under or otherwise set forth in this Agreement, including the rights of OCA referred to in **Section 13.1(f)**, shall be deemed fully retained by and vested in OCA as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Contractor is the debtor; (ii) OCA shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any rights of OCA which arise after the expiration or any termination of this Agreement are determined by a bankruptcy court not to be “intellectual property rights” for purposes of Section 365(n) of the Bankruptcy Code, all of such rights shall remain vested in and fully retained by OCA after any Bankruptcy Rejection as though this Agreement were terminated or expired. OCA shall under no circumstances be required to terminate this Agreement, in whole or in part, after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this Agreement, including any of the rights of OCA set forth in **Section 13.1(f)**, unless and to the extent required by applicable Laws.

19.5 ~~Intentionally Omitted Termination for Adverse Change in Contractor's Financial Condition.~~

~~If (i) Contractor receives a "going concern" explanation or qualification from its external auditor, (ii) Moody's Investors Service lowers Contractor's long term credit rating to Ba2 or lower, or (iii) Standard & Poor's lowers Contractor's long term credit rating to BB or lower and, in each case, in the reasonable opinion of OCA such change in the financial condition of Contractor may impair or otherwise compromise the ability of Contractor to perform its obligations under this Agreement, then OCA may, in its sole discretion, terminate this Agreement by giving Contractor at least thirty (30) days' prior notice. With respect to the events described in (ii) or (iii) above, prior to exercising its right to terminate, OCA shall meet with Contractor within ten (10) Business Days following notification (or awareness) of such event and permit Contractor to submit to OCA a plan that comprehensively addresses OCA's concerns related to Contractor's ability to perform its obligations under this Agreement. If OCA, in its sole discretion, determines that the plan does not adequately address its concerns, OCA shall have the right to terminate this Agreement as described above.~~

19.6 Step-In Rights.

Without limiting OCA's rights under **Section 19.149-1**, if Contractor commits a material breach that has a significant impact on the ability of OCA to conduct a critical aspect of its operations, and Contractor is unable to cure such breach within ~~five-thirty (530)~~ Business Days, OCA may, in addition to its other remedies at Law and in equity, obtain from a third party, at OCA's sole expense, or provide for itself comparable services that shall allow OCA to conduct its operations until Contractor has cured the breach or this Agreement is terminated. ~~Contractor shall reimburse OCA for all reasonable costs and expenses of obtaining or providing such services during such period of non-performance. The express inclusion of this remedy in this Section 19.6 does not limit OCA's right to use a similar remedy for other breaches by Contractor of this Agreement or limit OCA from any other remedy afforded to it under this Agreement.~~

19.7 Absolute Right.

If Contractor becomes (i) listed on the prohibited vendors list authorized by Executive Order Number 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control, or (ii) suspended or debarred from doing business with the State or federal government as listed in the State of Texas Debarred Vendor List or the Excluded Parties List System maintained by the General Services Administration, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or, to the extent possible under applicable Law, in part, as of the termination date specified in the notice.

19.8 Lack of Sufficient Funds or Statutory Authority.

If funding for OCA's obligations under this Agreement is reduced by Law or funds sufficient to pay Contractor for the Services provided hereunder are not appropriated by applicable governing bodies or otherwise made available by Law, ~~then parties may agree OCA may, upon at least thirty (30) days' prior notice to Contractor,~~ decrease the amount and types of the Services in such manner and for such periods of time as the parties may mutually agree. Upon agreement of the parties OCA may elect. ~~In such event,~~ (i) the Charges ~~shall~~ may be adjusted downward in proportion to the portion of the Services that Contractor shall not be providing, and (ii) the Parties ~~shall~~ may negotiate equitable adjustments to the Service Levels if and to the extent that any resulting reductions in scope or volume of Services directly affects Contractor's ability to meet the Service Levels, provided that Contractor notifies OCA the extent to which it shall not be able to meet such Service Levels and uses commercially reasonable efforts to meet the Service Levels notwithstanding such reductions. OCA shall promptly notify Contractor if OCA believes that the necessary funding or authorizations shall not be obtained. If partial funding sufficient only for a portion of the Services shall be made available, the Parties may agree to perform their respective obligations relative to such Services, and this Agreement ~~shall~~ may be amended accordingly. OCA is a State agency whose authority is subject to the actions of the State legislature. If funds sufficient to pay OCA's obligations under this Agreement are not appropriated by applicable governmental authorities or if OCA's statutory authority to enter into this Agreement is repealed by the State legislature or ruled unconstitutional by a court of competent jurisdiction, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice without penalty or charges to OCA; provided, however, that OCA shall pay Contractor for work and services performed or delivered in a reasonably satisfactory manner prior to termination, whether nor not completed or accepted at the time of termination, and for which Charges are owed for. If OCA and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would (a) render the continued provision of the Services impossible or unnecessary, (b) render this Agreement invalid, illegal or otherwise unenforceable, (c) substantially decrease the amount and types of the Services or (d) terminate the appropriations for this Agreement, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice, without penalty to OCA.

19.9 General Termination Rights.

- (a) **Partial Terminations.** If OCA ~~chooses-wishes~~ to terminate only a portion of this Agreement, upon mutual agreement of the parties the Charges ~~shall~~ may be equitably adjusted downward in proportion to the portion of the Services that Contractor shall not be providing.

- (b) **Other Terminations.** In addition to the provisions of this Article, OCA may terminate this Agreement as expressly provided in this Agreement or under Law.

19.10 Effect of Termination.

Following termination of this Agreement, in whole or in part, upon OCA's request, Contractor shall provide Termination Assistance Services directly to OCA, its successors or assigns and any of their designee(s) in accordance with **Section 4.3**. Except as specified in **Section 19.2**, termination of this Agreement shall not result in the payment of a Termination Charge or any other penalties, fees or charges, nor shall OCA incur any liabilities in connection with termination of the Agreement.

20. GENERAL

20.1 No Waiver of Sovereign Immunity.

The Parties expressly agree that no provision of this Agreement shall be construed as or constitute a waiver by OCA or the State of any immunities from suit or from liability that OCA or the State have by operation of law (whether constitutional or statutory, whether State or federal).

20.2 RFO Errors and/or Omissions.

Contractor shall not take advantage of or exploit any errors and/or omissions in the RFO or the resulting Agreement. Contractor must promptly (but not more than two (2) days from the time in which Contractor first becomes aware of any such situation) notify OCA of any such errors and/or omissions that are discovered and reasonably agree to modifications consistent with the intent of the Parties as of the Effective Date of this Agreement.

20.3 Abandonment or Default.

If Contractor abandons the Agreement, OCA reserves the right to cancel the Agreement without notice and either re-solicit and re-award the Agreement or take such further action or no action in the best interest of the State, and Contractor shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of Services, unless the specifications or scope of work significantly changes.

20.4 Place of Performance.

Unless otherwise agreed to in writing, all Services performed by Contractor, its Subcontractors and agents must be performed in the United States.

20.5 ~~Buy Texas.~~Intentionally Omitted

~~In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of the Services, it shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside this State.~~

20.6 Binding Nature and Assignment.

- (a) **Binding Nature.** This Agreement shall be binding on the Parties and their respective successors, permitted assigns, transferees, and delegates. Except in the instance of an assignment or transfer by OCA of all or any portion of this Agreement pursuant to **Section 20.6(b)**, the assigning Party shall remain liable for the performance of any assigned or transferred obligations hereunder.
- (b) **Assignment.** Contractor may not assign all or any portion of its rights under or interests in this Agreement (including by operation of law) or delegate, in whole or in part, any of its duties without the prior written consent of OCA, which consent may be withheld in OCA's sole discretion. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment by the assignee, in a form acceptable to OCA in its sole discretion. Except where otherwise specifically agreed in writing by OCA, OCA's acceptance of any assignment or delegation does not release Contractor from its obligations pursuant to this Agreement. OCA may, without the approval of Contractor, assign or transfer its rights or obligations under this Agreement, in whole or in part, to any other State agency as directed by the State legislature or as otherwise required under Law. The consent of a Party to any assignment of this Agreement shall not constitute such Party's consent to further assignment. Each party to whom an assignment or transfer is made must assume all or any part of Contractor's or OCA's interests in this Agreement, the Services, and any documents executed with respect to this Agreement, including its obligation for all or any portion of the payments due hereunder.
- (c) **Impermissible Assignment.** Any attempted assignment that does not comply with the terms of this Section shall be null and void *ab initio*; provided, however, that if Contractor assigns this Agreement in contravention of this Section by operation of Law, such assignment shall be voidable at the option of OCA.

20.7 Entire Agreement; Amendment.

This Agreement, including any Exhibits and Attachments referred to herein or attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants,

commitments or undertakings other than those expressly set forth herein. This Agreement supersedes the RFO and all prior agreements, representations, warranties, promises, covenants, commitments, or undertakings, whether written or oral, with respect to the subject matter contained in this Agreement. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver or discharge is sought to be enforced.

20.8 Notices.

- (a) **Primary Notices.** Any notice, notification, request, demand or determination provided by a Party under this Agreement shall be in writing and shall be delivered in hard copy using one of the following methods and shall be deemed delivered upon receipt: (i) by hand, (ii) by an express courier with a reliable system for tracking delivery or (iii) by registered or certified mail, return receipt requested, postage prepaid. Unless otherwise notified, the foregoing notices shall be delivered as follows:

In the case of OCA:

Office of Court Administration
 205 W. 14th St., Suite 600
 Austin, TX 78701
 Attention: Casey Kennedy, Director of Information Services

Office of Court Administration
 205 W. 14th St., Suite 600
 Austin, TX 78701
 Attention: Mena Ramon, General Counsel

In the case of Contractor:

[]
 []

With a copy to:

[]
 []

ATTN: [], General Counsel

- (b) **Written Complaints.** In addition to other remedies contained in this Agreement, Contractor may direct its written complaints regarding OCA to the following office:

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: David Slayton, Administrative Director

With a copy to the following which does not constitute notice:

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: Casey Kennedy, Director of Information Services

Office of Court Administration
205 W. 14th St., Suite 600
Austin, TX 78701
Attention: Mena Ramon, General Counsel

Jackson Walker
100 Congress Avenue, Suite 1100
Austin, TX 78701
Attention: Jonathan Lass, Outside Counsel

- (c) **Notice of Change.** A Party may from time to time change its address or designee for notification purposes by giving the other Party prior notice of the new address or designee and the date upon which it shall become effective.

20.9 Counterparts.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

20.10 Headings.

The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

20.11 Relationship of Parties.

Contractor, in furnishing Services hereunder, is acting as an independent contractor, and Contractor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Contractor under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. Contractor is not an agent of OCA and has no right, power or authority, expressly or impliedly, to represent or bind OCA as to any matters.

20.12 Severability.

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or portion thereof) to any person, Entity or circumstance is held to be invalid, illegal or otherwise unenforceable in any respect by a final judgment, order of the State Office of Administrative Hearings or a court of competent jurisdiction, such provision shall be deemed to be void and unenforceable, and the invalid or unenforceable provision shall be replaced by a provision, which, being valid and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable provision. Notwithstanding the preceding sentence, the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. By entering into this Agreement, OCA makes no representations or warranties regarding the enforceability of the terms of this Agreement and OCA does not waive any applicable Law that conflicts with the terms of this Agreement.

20.13 Consents and Approval.

Except where expressly provided as being in the sole discretion of a Party, where any agreement, approval, acceptance, consent, confirmation, determination, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

20.14 Waiver of Default; Cumulative Remedies.

- (a) **Waiver of Default.** A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All waivers must be in writing and signed by the Party waiving its rights.
- (b) **Cumulative Remedies.** Except as expressly set forth herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at Law, in equity or otherwise. The election by a Party of any remedy provided for in this Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at Law, in equity, by contract or otherwise.

20.15 Survival.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

20.16 Publicity.

- (a) Except as provided in **Section 20.16(b)**, Contractor shall not use the name of OCA or the State, or refer to OCA directly or indirectly in any media release or public announcement, relating to this Agreement or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to OCA, an administrative agency of the State, or the federal government).
- (b) Except with prior written consent of OCA, Contractor shall not publish any media release or public announcement relating to this Agreement or its subject matter, including but not limited to, in any promotional or marketing materials, customer lists, business presentations (other than as required by OCA under this Agreement or by applicable law), or results of Contractor's performance under this Agreement. Contractor shall provide OCA a copy of any such pre-approved publication not less than five (5) Business Days prior to its intended public release. Contractor shall provide additional copies at the request of OCA.

20.17 Service Marks.

Contractor agrees that it shall not, without OCA's prior written consent, use any of the names, service marks or trademarks of OCA in any of its advertising or marketing materials.

20.18 Export.

The Parties acknowledge that certain Equipment, Materials and technical data to be provided hereunder and certain transactions hereunder may be subject to export controls under the Laws of the United States, the European Union, the United Nations and other jurisdictions. Without limiting the Parties' obligations under **Section 14.1014.19**, no Party shall export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such Laws and, to the extent within Contractor's control, Contractor shall be responsible for, and shall coordinate and oversee, compliance with such export Laws in respect of such items exported or imported hereunder.

20.19 No Third Party Beneficiaries.

This Agreement is entered into solely between, and may be enforced only by, OCA and Contractor and shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

20.20 Covenant Against Pledging.

Contractor agrees that, without the prior written consent of OCA, it shall not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from OCA under this Agreement for any reason whatsoever. To the extent OCA permits Contractor to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from OCA under this Agreement, (i) Contractor shall continue to be OCA's sole point of contact with respect to this Agreement, including with respect to payment, and (ii) the person or Entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered shall not be considered a third party beneficiary under this Agreement and shall not have any rights or causes of action against OCA.

20.21 Solicitation and Hiring of Employees.

Subject to applicable laws, and except as expressly set forth herein, during the Term and for a period of twelve (12) months thereafter, Contractor shall not directly or indirectly recruit for employment in a position involved in the performance of Contractor's obligations under this Agreement, any employees of OCA without the prior approval of OCA. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

20.22 Further Assurances.

Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

20.23 Liens.

Contractor shall not file, or by its action or inaction permit one of the Contractor Personnel to file, any liens on or against property or realty of OCA. In the event that any such liens arise as a result of Contractor's action or inaction, Contractor shall obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so, OCA may, in its sole discretion, pay the amount of such lien, and/or deduct such amounts from payments due to the Contractor.

20.24 Covenant of Good Faith, Commercially Reasonable Efforts.

Each Party agrees that, in its performance of, and in its respective dealings with the other Party under or in connection with this Agreement, it shall at all times (i) act in good faith, and (ii) use commercially reasonable efforts (except where a higher standard is set forth in this Agreement).

20.25 Acknowledgment.

The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, with the assistance of legal counsel, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

20.26 References.

Unless otherwise directed by OCA, Contractor shall name OCA as a reference no less than five (5) times per Contract Year for those prospective Contractor customers who are governmental agencies within the United States. Notwithstanding [Section 12.112.4](#), but subject to appropriate confidentiality arrangements and applicable Law, Contractor acknowledges and agrees that OCA may freely discuss all aspects of Contractor's performance and OCA's satisfaction with such performance with prospective Contractor customers. Contractor shall provide such prospective Contractor customers with appropriate OCA contact information.

20.27 Guaranty.

As a material condition to the effectiveness of this Agreement, Contractor shall within ~~ten~~ thirty (~~10~~30) Business Days after the execution of this Agreement, either execute or cause to be executed and delivered to OCA a guaranty or a parent guaranty in the form set forth in [Exhibit 6](#).

[Signature Page to Follow]

Authority to Execute.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

Texas Office of Court Administration (on
behalf of the State of Texas)

[_____]

David Slayton
Administrative Director

[_____]

Date

Date



Exhibit 1 - Definitions

Master Services Agreement

OCA Contract No. 212-20-0385

Between

Texas Office of Court Administration (OCA)

and

Contractor

| Term | Definition |
|---------------------------------|--|
| Accept, Acceptance, or Accepted | Means OCA's written acceptance of any Deliverable, which may be given or withheld in accordance with the Agreement. |
| Acceptance Review Period | Has the meaning given in <u>Section 4.5(a)(i)4.5(a)(i)</u> of the Agreement. |
| Affiliate | Means with respect to an Entity, any other Entity that directly or indirectly controls, is controlled by, or is under common control with that Entity at the time in question. |
| Agreement | Means the final version of the Master Services Agreement between OCA and Contractor relating to the subject matter of the RFO, to which this Exhibit 1 is attached. |
| Assistance Event | Means (i) any termination (in whole or in part) under, or the expiration of, the Agreement, or (ii) the discontinuance of the provision of the Services (in whole or in part) in respect of OCA. |
| Audit Period | Has the meaning given in <u>Section 9.1(a)9.1(a)</u> of the Agreement. |
| Authorized User(s) | Means, unless otherwise indicated, all Courts and any individual, system or Entity authorized to access, use or file Documents and use the Services provided by Contractor under the Agreement. |
| Available | Means the Services are available and operable for access and use by its Authorized Users over the Internet in full conformity with the Specifications. |
| Bankruptcy Code | Has the meaning given in <u>Section 19.4(b)19.4(b)</u> of the Agreement. |
| Bankruptcy Rejection | Has the meaning given in <u>Section 19.4(b)19.4(b)</u> of the Agreement. |
| Baseline Schedule | Means the approved version of a project schedule set forth in the Statement of Work that can be changed only through formal change control procedures and is used as a basis for comparison to actual results. |
| Benchmark | Has the meaning given in <u>Section 9.2(a)</u> of the Agreement. |
| Business Day | Means each day from Monday through Friday 7:00 a.m. through 6:00 p.m. (Central Time), excluding national holidays as defined by Tex. Gov't Code § 662.003(a). |

| Term | Definition |
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| CAP Notice | Has the meaning set forth in <u>Section 5.3(b)5.3(b)</u> of the Agreement. |
| Cardholder Data | Means any personally identifiable information associated with the holder of a credit or debit card. |
| Change Request | Means a written instrument in a form approved by OCA that states a change in or an addition to any Contractor's obligation under the Agreement. |
| Charges | Means the fixed charges and fees for Contractor's provision of the Services and the charges and fees for the Deliverables. |
| Charges Benchmarking | Has the meaning set forth in <u>Section 9.2(a)9.2(a)</u> of the Agreement. |
| Commencement Date | Means 12:00 a.m., Central Time, on the day following the date of the first site deployed into production, or such other date as the Parties may agree upon in writing. |
| Confidential Information | Means (i) all information marked confidential, restricted or proprietary by either Party, (ii) any certain non-public, sealed or redacted e-Filing Data and (iii) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked. Contractor's Confidential Information shall not include Confidential Information of OCA; provided, however, that characterization of information as Confidential Information of Contractor shall not limit or restrict the rights of OCA to exercise its rights (including rights related to auditing and benchmarking) provided for under the Agreement. |
| Contract Records | Has the meaning given in <u>Section 9.1(a)9.1(a)</u> of the Agreement. |
| Contract Year | Means each OCA Fiscal Year comprising of a twelve (12) month period commencing on the Commencement Date and each twelve (12) month period thereafter during the Term. If any Contract Year is less than twelve (12) months, the rights and obligations under the Agreement that are calculated on a Contract Year basis will be proportionately adjusted for such shorter period. |
| Contractor | Has the meaning set forth in the preamble to the Agreement. |
| Contractor Laws | Has the meaning given in <u>Section 14.10(e)</u> of the Agreement. |

| Term | Definition |
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| Contractor Owned Materials | Has the meaning given in <u>Section 13.1(a)</u> 13.1(a) of the Agreement. |
| Contractor Personnel | Means those employees, representatives, contractors, Subcontractors, and agents of Contractor assigned to provide Services under the Agreement. |
| Contractor Program Manager | Means the Contractor representative, designated by Contractor in accordance with <u>Section 6.2</u> , responsible for both the day-to-day relationship with OCA as well as the delivery of all Services to OCA. |
| Contractor Project Manager | Means the Contractor representative, designated by Contractor in accordance with <u>Section 6.1</u> of the Agreement to manage the Implementation Services. |
| Contractor Sites | Means, individually and collectively, the facilities owned or leased by Contractor (or its Affiliates or Subcontractors) from which Contractor (or its Affiliates or Subcontractors) provides any Services. |
| Corrective Action Plan | Means a written action plan prepared by Contractor that (i) clearly identifies the applicable problem or failure, (ii) describes the desired situation going forward, and (iii) sets forth the specific steps that shall be taken to solve the identified problem or correct the identified failure. |
| Courts | Has the meaning given in the recitals to the Agreement. |
| Deliverable | Means any Material, Software, or System that constitutes a pay point and is developed for, on behalf of, or provided to OCA in the course of Contractor's performance of the Statement of Work or a Change Request. |
| Deliverable Expectation Document | Means the Deliverable Expectation Document provided by Contractor to OCA that defines the approach and criteria for satisfactory completion and approval of all Deliverables. |
| Deliverable Fee(s) | Means the amounts specified in <u>Exhibit 2</u> , to be paid or credited to OCA by Contractor in recognition of the diminished value of the Services resulting from Contractor's failure to meet the agreed upon obligations, and not as a penalty. |
| Developed Materials | Means any Materials or any modifications, enhancements, improvements, upgrades or derivative works of Materials that are developed pursuant to the Agreement or otherwise paid for by OCA under the Agreement. |

| Term | Definition |
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| DIR | Means the Department of Information Resources. |
| Disaster Recovery Plan | Means the Disaster Recovery & Business Continuity Plan, as attached to the Statement of Work in Exhibit 2 to the Agreement. |
| Disclosing Party | Means a Party disclosing Confidential Information to the Receiving Party as permitted under the Agreement. |
| Effective Date | Has the meaning given in the preamble of the Agreement. |
| eFileTexas | Has the meaning given in the recitals to the Agreement. |
| eFileTexas 2.0 | Has the meaning given in the recitals to the Agreement. |
| e-Filing Data | Means any data, metadata or information of or regarding either OCA or any Authorized User that is provided to or obtained by Contractor in connection with the performance of Contractor's obligations under the Agreement. e-Filing Data includes Cardholder Data and any data and information with respect to the constituency of any Authorized User. e-Filing Data also includes (i) any data filed or used in connection with the Services, including any complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, and petitions, (ii) any and all other legal documents filed with, processed through, or used in or with the Services, (iii) any data that resides in or is accessed through Software, Equipment or Systems provided, operated, supported, or used by Contractor in connection with the Services, as well as information derived from this data and information, or (iv) any metadata in connection with the provision of the Services. |
| e-Filing Personal Data | Means that portion of e-Filing Data (including such data that pertains to Authorized Users) that (i) is subject to any Privacy Laws (including, but not limited to, information which OCA discloses that consists of personal Confidential Information); (ii) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (iii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, answers to security questions, or other personal identifiers). |

| Term | Definition |
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| Entity or Entities | Means a governmental body, agency, unit or division, corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association, or other organization or entity. |
| Equipment | Means the computer, telecommunications, and facility-related hardware, equipment, and peripherals (and all modifications, replacements, upgrades, enhancements, documentation, materials, and media related thereto) that are used in connection with the Services by Contractor. |
| Extraordinary Event | Has the meaning given in <u>Section 10.3(a)</u> 10.3(a) of the Agreement. |
| Fiscal Quarter | OCA Fiscal Quarters end on November 30, February 28 or 29, May 31 and August 31. |
| Fiscal Year | OCA Fiscal Year commences on September 1 and ends on August 31. |
| Force Majeure Event | Has the meaning given in <u>Section 17.2(a)</u> of the Agreement. |
| Highly-Sensitive Personal Information | Means an individual's (i) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); or (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account. |
| Historically Underutilized Business(es) | Shall have the meaning given to such term by the Texas Comptroller of Public Accounts. |
| Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (" <u>IIRIRA</u> ") | Has the meaning given in <u>Section 14.7(q)</u> of the Agreement. |
| Implementation Failure Event | Has the meaning set forth in <u>Section 4.1(e)(ii)</u> of the Agreement. |

| Term | Definition |
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| Implementation Services | Means the transition activities, functions and Deliverables described in the Statement of Work, and such other tasks as are necessary to enable Contractor to provide the Services. |
| Income Tax | Means any tax on or measured by the net income of a Party (including taxes on capital, net worth or revenue that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax, or franchise tax for the privilege of doing business. |
| Initial Term | Has the meaning given in <u>Section 3.1(a)</u> of the Agreement. |
| Intellectual Property Right | Means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, privacy, proprietary, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. |
| IRS | Means the Internal Revenue Service, a division of the U.S. Treasury Department responsible for collecting taxes. |
| ITIL | Means the "Information Technology Infrastructure Library," a world-wide recognized best-practice framework for the management and delivery of IT services throughout their full life-cycle. |
| Laws | Means all federal, state and local laws, statutes, ordinances, regulations, rules, executive or court orders, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof. References in the Agreement to any Law shall be to such Law in changed or amended form or to a newly adopted Law replacing a prior Law. |
| Losses | Means all costs, losses, liabilities, damages (including punitive and exemplary damages), fees (including attorneys' fees), fines, penalties, settlements, judgments, interest and claims (including taxes), in each case that a court may award to a Party or Third Party or which are otherwise included in the amount payable to a Party or Third Party and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties), as incurred. |

| Term | Definition |
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| Major Release | Means a new version of Software that includes changes to the architecture and/or adds new features and functionality in addition to the original functional characteristics of the preceding Software release. These releases are usually identified by full integer changes in the numbering, such as from “7.0” to “8.0,” but may be identified by the industry as a major release without the accompanying integer change. |
| Malicious Code | Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent the normal security of the Software or the system containing the code. |
| Malicious Code Recovery Services | Has the meaning given in <u>Section 14.9</u> of the Agreement. |
| Materials | Means all reports, management plan, issue management plan, project deployment plan, project schedule, configuration plan, stakeholder outreach, communication plan, any other plans, artifacts, formulae, algorithms, processes, process improvements, procedures, designs, concepts, methodologies, trade secrets, technology, Software (in both object and source code form), databases, Specifications and all records thereof, including documentation, design documents and analyses, interface documentation, studies, tools, plans, models, flow charts, reports and drawings. |
| Minor Release | Means a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include “Maintenance Releases” which are supplemental to and made available between Major Releases and other Minor Releases, issued and provided under specific Contractor Service Level or maintenance obligations, and contain only accumulated resolutions or mandated changes. These releases are usually identified by a change in the decimal numbering of a release, such as “7.12” to “7.13.” |
| New Services | Means services requested by OCA or required by applicable Laws (without limiting the obligation of the Parties under <u>Section 4.44.4</u> of the Agreement) that are within the scope of the RFO and (i) that are different from the Services, (ii) that require materially different levels of effort or resources from Contractor to provide the Services, and (iii) |

| Term | Definition |
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| | which are not required for Contractor to meet the Service Levels. For the avoidance of doubt, New Services shall not include (a) increases in the volume of Services, or (b) the disaggregation of an existing service from the Statement of Work. |
| Noncompliance | Means each instance that a Deliverable fails to meet its Acceptance criteria, or fails to fulfill the requirements of the Specifications or the Agreement. |
| Notice of Election | Has the meaning given in <u>Section 16.6(a)</u> 16.6(a) of the Agreement. |
| OAG | Means the Office of the Texas Attorney General. |
| Office of Court Administration (“OCA”) | Has the meaning given in the preamble to the Agreement. |
| OCA Auditors | Has the meaning given in <u>Section 9.1(b)</u> 9.1(b) of the Agreement. |
| OCA Code of Ethics | Means OCA’s ethics code and policies, including the conflicts of interest and sanctions rules and policies. |
| OCA Confidential Information | Means Confidential Information of OCA, and includes Developed Materials, e-Filing Data, Work Product, attorney-client privileged materials, attorney work product, research information, information that contains trade secrets, human resources and personnel information, or other information or data obtained, observed, received, transmitted, processed, stored, archived or maintained by Contractor under the Agreement. |
| OCA Contractor(s) | Means any third party providing services to OCA (including the former or future outsourcing service provider). |
| OCA Indemnitees | Has the meaning given in <u>Section 16.116.1</u> of the Agreement. |
| OCA Information Resources Manager | Means the individual to whom all Contractor communications concerning this Agreement may be addressed, designated by OCA. |
| OCA Site(s) | Means the facilities that are provided by OCA for use by Contractor to the extent necessary to provide the Services as well as those OCA and |

| Term | Definition |
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| | OCA Contractor locations at or to which Contractor is to provide the Services. |
| OCA Standard(s) | Means (A) the standards, policies, practices, processes, procedures and controls to be adhered to and enforced by Contractor in the performance of the Services, including those identified in the Agreement, and (B) the associated IT technologies architectures, standards, products and systems to be provided, operated, managed, supported and/or used by Contractor in connection therewith. |
| Party and Parties | Has the meaning given in the recitals to the Agreement. |
| Peer or Peer Group | Means a representative sampling of other outsourced arrangements that share substantially similar attributes to OCA with respect to size, scope and nature of overall services or components of the services, geographic scope of overall services or components of the services, quality standards and service levels, technology, contract terms (to the extent available to the Benchmarker) and payment and service level credit structure for the applicable Services under the Agreement. Each such sample within the Peer Group is deemed a "Peer". |
| Privacy Laws | Means Laws relating to data privacy or data protection. |
| Problem | Means any material problem, including any (i) Security Incident, (ii) failure to deliver any Services, (iii) failure to deliver any Service Levels, (iv) situation that has negatively impacted or reasonably could negatively impact the maintenance of OCA's internal controls or compliance with OCA's physical or information security, operations, and any policies, procedures, or services described in this Agreement, the Statement of Work or work authorization, or applicable Laws; (v) situation that has had or reasonably could have any adverse impact on the Services (including, but not limited to any failure by Contractor to comply with its obligations under this Agreement, any delay in delivery or performance, change in control or change in legal form of the Contractor, or infringement of third-party rights or any claim made by a third-party in respect of such rights); or (vi) other act, omission or development which would be important for OCA to be aware of in order to take precautions to prevent an adverse effect to its businesses or reputation. |
| Production Services | Means all Services in connection with hosting, operating, administrating, supporting, maintaining and providing OCA and Authorized Users with access to an electronic filing System, an electronic filing System, a document access System, a redaction System, a forms assembly System, and other services as may be |

| Term | Definition |
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| | specified in the Statement of Work or by OCA through any Accepted Change Requests. |
| Quality Assurance | Means the actions, planned and performed, to provide confidence that all processes, Systems, Equipment, Software, and components that influence the quality of the Services are working as expected individually and collectively. |
| Quarterly Charges | Means Charges due and owing in any quarter during the Term, including, to the extent applicable, payments for Services. |
| Quarterly Invoice | Has the meaning given in Section 11.1(b) of the Agreement. |
| Receiving Party | Means a Party receiving Confidential Information of the other Party. |
| Release Event | Has the meaning given in Section 13.1(e) of the Agreement. |
| Renewal Term | Has the meaning given in Section 3.1(b) of the Agreement. |
| Reports | Has the meaning given in Section 7.1(a) of the Agreement. |
| Request for Offer (“RFO”) | Has the meaning given in the recitals of the Agreement. |
| Required Consents | Means the consents (if any) required to be obtained (i) to assign or transfer to Contractor OCA licensed Third Party Materials, Third Party contracts, Equipment leases or acquired assets (including related warranties); (ii) to grant Contractor the right to use and/or access the OCA licensed Third Party Materials or Third Party contracts; (iii) to grant OCA and/or its designee(s) the right to use and/or access the Contractor Owned Materials, Third Party Materials and Equipment acquired, operated, supported, used, or required to be used by Contractor in connection with providing the Services; (iv) to assign or transfer to OCA and/or its designee(s) any Developed Materials to the extent provided in the Agreement; (v) to assign or transfer to OCA and/or its designee(s) Contractor Owned Materials, Third Party Materials, Third Party contracts, Equipment leases or other rights following the Term to the extent provided in the Agreement; and (vi) all other consents required from third parties in connection with Contractor’s provision of, and OCA’s receipt and use of, the Services and Contractor’s performance of its obligations under the Agreement. |
| Response | Has the meaning given in the recitals of the Agreement. |

| Term | Definition |
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| Root Cause Analysis | Means the formal process to be used by Contractor and approved by OCA to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken. |
| Scheduled Downtime | Has the meaning given in <u>Section 7.4(c)</u> of the Agreement. |
| Secondary Backup Facility | Has the meaning given in <u>Section 7.3(a)(viii)</u> of the Agreement. |
| Security Incident | Means (i) any act or omission that compromises either the security, confidentiality, or integrity of e-Filing Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor, or by OCA in the event Contractor has access to OCA's Systems, that relate to the protection of the security, confidentiality or integrity of e-Filing Data, including any unauthorized access to or disclosure of e-Filing Data, or (ii) any actual or alleged breach of the Agreement relating to such privacy and data security practices. |
| Service Level Agreement | Means the Service Level Agreement set forth in <u>Exhibit 3</u> to the Agreement, and its related attachments, including the Service Level Requirements. |
| Service Level Reimbursements | Means the monetary amounts that the Contractor shall be obligated to pay to OCA, as more detailed in in the Service Level Agreement. |
| Service Level Requirements | Means the Service Level Requirements set forth in the Service Level Requirements spreadsheet attached to the Service Level Agreement. |
| Service Levels | Means, individually and collectively, any of the following: the quantitative and qualitative performance standards for the Services, the error severity levels and corresponding required service level responses, response times, resolution, and resolution times as set forth in the Service Level Agreement and the Service Level Requirements set forth therein. |
| Service Taxes | Means all sales, use, excise, and other similar taxes that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by OCA from Contractor, excluding Income Taxes. |
| Services | Means all services, functions and responsibilities to be performed by Contractor under the Agreement and the Statement(s) of Work, including, but not limited to, all services in connection with developing, operating, maintaining and transitioning an electronic filing System, a |

| Term | Definition |
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| | document access System, a redaction System, a forms assembly System, all Production Services, Implementation Services, Disaster Recovery Services, any New Services, and Termination Assistance Services. |
| Software | Means all Materials consisting of Software programs and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto), including antivirus software, application software, development tools and system software. |
| Source Code Deposit Materials | Has the meaning given in <u>Section 13.1(e)</u> of the Agreement. |
| Specifications | Means the technical, design and/or functional specifications in OCA's description of any Services, or otherwise agreed upon in writing by the Parties. |
| State | Means the State of Texas, unless expressly stated otherwise. |
| Statement of Work | Means the statement of work, as amended, modified, or supplemented by any Change Requests that have been Accepted pursuant to the terms of the Agreement, including the initial statement of work set forth in <u>Exhibit 2</u> to the Agreement and its related attachments. |
| Subcontractors | Means subcontractors (of any tier) of Contractor, including Affiliates of Contractor, performing Services under the Agreement pursuant to <u>Section 7.5</u> of the Agreement. |
| System | Means an interconnected grouping of manual or electronic processes, including Equipment, Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, upgrades or enhancements to such System. Systems shall include all Systems in use or required to be used as of the Commencement Date, all additions, modifications, substitutions, upgrades, or enhancements to such Systems and all Systems installed or developed by or for OCA or Contractor during the Term. |
| Technology Evolution | Means any improvement, upgrade, addition, modification, replacement, or enhancement to the standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, equipment, Software, systems, tools, products, transport systems, interfaces and personnel skills available to provide the Services in line with the best practices of first tier leading |

| Term | Definition |
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| | providers of services that are the same as or similar to the Services. Technology Evolution includes, as relating to such items for such purpose: higher capacity, further scaling and commercializing of processes, more efficient and scalable processes, new versions and types of applications and systems/network Software, new operational or IT Infrastructure processes, and new types of hardware and communications equipment that shall enable Contractor to perform the Services more efficiently and effectively as well as enable OCA to meet and support its operational requirements and strategies. |
| Term | Has the meaning set forth in Section 3.1(b) of the Agreement. |
| Termination Assistance Plan | Has the meaning set forth in Section 4.3(c)4.3(e) of the Agreement. |
| Termination Assistance Services | Means (i) the Services (including the terminated, in-sourced, resourced or expired Services, the Services described in Section 4.34.3 of the Agreement, and any replacements thereof or supplements thereto), to the extent OCA requests such Services during a Termination Assistance Services period; (ii) Contractor's cooperation with OCA and its designee(s) in the orderly transfer of the Services (or replacement or supplemental services) to OCA and its designee(s); (iii) Contractor's cooperation with OCA and its designee(s) in providing data as requested to define requirements for a new procurement; (iv) Knowledge transfer requested by OCA for replacement services; and (v) any New Services requested by OCA in order to facilitate the transfer of the Services (or replacement or supplemental services) to OCA and its designee(s). |
| Termination Charge | Means the sum of (i) amounts due and owing for completed Deliverables in Exhibit 4 plus (ii) for each incomplete Deliverable listed in Exhibit 4 , the product of the percentage completed of such incomplete Deliverable multiplied by the amount set forth in Exhibit 4 for such completed Deliverable. |
| Third Party | Means, whether or not capitalized, a legal Entity, company, or person(s) that is not a Party to the Agreement, and is not an Affiliate of a Party. |
| Third Party Materials | Means Materials that are owned by Third Parties, including any Subcontractors that are Third Parties, and provided under license or lease to Contractor or OCA and that (i) have been or will be used to provide or receive the Services, (ii) are in use or required to be used as of the Commencement Date, or (iii) constitute programs or |

| Term | Definition |
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| | programming licensed and/or leased to OCA or Contractor during the Term. |
| Third Party Software | Means Software owned by a Third Party that is used by Contractor in the performance of Services. |
| Warranty Period | Means the period commencing on the Effective Date and continuing until the date that is one hundred twenty (120) days after the end of the Term. |
| Work Product | Means (i) all reports and plans, including business requirements documents, design documents, manuals, training and knowledge transfer materials and documentation, and (ii) any literary works and other works of authorship created under the Agreement that express, embody or execute or perform a function, method or process that is specific to the business of OCA. Work Product includes customized reports, manuals and forms, but not the original unmodified versions used by Contractor as a starting point for creating the customized version. |