JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET

MASTER AGREEMENT NUMBER **MA-2017-03**	AMENDMENT NUMBER **5**
	FEDERAL EMPLOYER ID NUMBER **870626854**

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Journal Technologies, Inc.** and the term "Judicial Council", "Establishing JBE" or "State" refers to the **Judicial Council of California**.

2. This Amendment becomes effective on **April 1, 2024.**

3. As of the effective date of this Amendment, the parties agree to amend the Master Agreement as follows:

    a) Extend the expiration date of this Master Agreement from April 1, 2024, through June 30, 2026, with a 2- year option term to extend to June 30, 2028.

    b) Revise **Exhibit 2, Background and Purpose,** Section 1.6 with the attached changes.

    c) **Exhibit 6, Statement of Work**, of the Agreement is hereby deleted and replaced in its entirety with **Exhibit 6, Statement of Work - Revision** 1 attached hereto and incorporated herein.

    d) Revise **Exhibit 8, Fees, Pricing, and Payment Terms,** Section 4.1, Transaction Based Fees, with the attached changes. However, any change in fees will only take effect as of the date this Amendment is signed by both parties.

4. Except as provided in this Amendment, all terms and conditions of the original Master Agreement, as previously amended shall remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
	CONTRACTOR'S NAME (*if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.*)
Judicial Council of California	**Journal Technologies, Inc.**
BY (*Authorized Signature*) DATE ✍ *Tracy Matthews* 06/12/2024	BY (*Authorized Signature*) DATE DocuSigned by: ✍ *Danny Hemnani* 6/11/2024 B64AEB838AEA47D...
PRINTED NAME AND TITLE OF PERSON SIGNING **Tracy Matthews** **Contracts Supervisor**	PRINTED NAME AND TITLE OF PERSON SIGNING **Danny Hemnani** **CEO**
ADDRESS **Attn: Branch Accounting and Procurement |** **Administrative Division** **2850 Gateway Oaks Drive, Suite 300** **Sacramento, CA 95833-4348**	ADDRESS **915 E 1st Street** **Los Angeles, CA 89912**

Amended Portions of MA-2017-03

Section Reference	Revisions
Exhibit 2, Background and Purpose, Section 1.6	This section is revised as follows: The proposed solution will be at no cost to the JCC or Superior Courts **if the JBE opts for Contractor to implement Contractor's out-of-the-box California baseline configuration; provided, however, that if the JBE elects for Contractor to perform any additional configuration then the implementation will be performed for a one-time Professional Services fee, based on Contractor's then-current hourly rate for such services, to be negotiated with the JBE** (i.e., the selected vendor ~~will not~~ **may** be paid **a one-time fee for Professional Services** by those Judicial Branch Entities [JBEs] for development, implementation, deployment, hosting, training, maintenance, support, etc. for the vendor portion of the solution for the duration of any resulting contract or renewal). **Additionally, in the event a JBE desires changes subsequent to Go Live, such changes will be provided pursuant to a Statement of Work under this Agreement at a cost based on Contractor's then-current hourly rate for Professional Services.**
Exhibit 6 – Statement of Work	See Attached Statement of Work (SOW) which shall replace and supersede the preexisting SOW.
Exhibit 8, Fees, Pricing, and Payment Terms, Section 4.1 Transaction-Based Fees	This section is revised as follows: Detailed below are all the transaction-based fees Contractor will charge for providing e-filing services to a Participating Entity. This identifies the entity charged, the transaction that is the basis of the charge, the amount that will be charged per transaction, and any conditions that will impact the amount that will be charged. These conditions include but are not limited to funds transfer methods and timeframes related to: • Payments from EFSPs to the EFM; • Transfer of statutory court fees from the EFM to the participating Superior Court ~~One of the following options will be used as set forth below for eFiling Fees depending upon whether eFiling has been mandated within a Participating Entity.~~ E-Filing Fees will be paid directly by members of the public utilizing the JTI eFiling System, as applicable. The Participating Entity will not be responsible for payment of eFiling Fees. Contractor may not increase the eFiling Fees without the Participating Entity's express written consent. These eFiling fees will be charged for California Electronic Court Filing Standard transactions whether the JTI EFM is used or not in courts where eCourt has been implemented for a particular case type. (The fee structure consists of fees charged for eFiling transactions where any of Contractor's eFiling components are used). A. **All Case Types: eFilings Mandatory OR Optional:** • **JTI EFM: Maximum pricing for filing using ECF XML $3.50/filing (unlimited documents)** ~~. Option 1 – All Case Types: eFilings NOT Mandatory~~ ~~Tier 1: Maximum pricing for filing using California Electronic Court Filing Standard XML $2.95/filing (unlimited documents)~~ ~~Tier 2: Maximum pricing for filing using the JTI User Interface (UI) $4.95/filing (unlimited documents)~~ ~~Add-on: Maximum add-on transaction fee for integration with a non-JTI CMS $2.00/filing. This~~

~~fee will not apply to eDelivery implementations~~

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

~~Tier 1: Maximum pricing for filing using California Electronic Court Filing Standard XML $1.95/filing (unlimited documents)~~

~~Tier 2: Maximum pricing for filing using the JTI User Interface (UI) $3.95/filing (unlimited documents)~~

~~Add-on: Maximum add-on transaction fee for integration with a non-JTI CMS $1.50/filing. This fee will not apply to eDelivery implementations~~

~~C~~**B**. General eFiling Pricing Notes:

- ~~There are no additional charges for Electronic Service (eService) when combined with a filing.~~

- There are no additional charges for other case types such as complex litigation cases.

- ~~When a filing is submitted via the JTI EFSP, a credit card fee of 2.75% is passed on to the filer for all charges. For the limited purpose of collecting the Court filing fees associated with any eFiling transaction, the Court designates Contractor as the Court's agent. There is no fee for ACH fund transfers.~~

- There are no transaction charges for fee waiver cases **nor Government Code section 6103 agencies (i.e. the state or any county, city, district, or other political subdivision, or any public officer or body, acting in the public officer's or body's official capacity on behalf of the state, or any county, city, district, or other political subdivision)**.

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

~~D~~**C.** Transaction Based Examples:

- Example: **ECF XML filings accepted would be charged $3.50 per filing. Any filings using the JTI User Interface would be charged additional EFSP fees per filing.**
- ~~An eCourt installation with mandatory eFiling: California Electronic Court Filing Standard XML filings accepted would be charged $1.95 per filing. Any filings using the JTI User Interface would be charged $3.95 per filing~~
- ~~Example 2: A non-eCourt installation with mandatory eFiling: California Electronic Court Filing Standard XML filings would be charged $3.45 per filing ($1.95 + $1.50). Any filings using the JTI User Interface would be charged $5.45 per filing ($3.95 + $1.50)~~
- ~~The 2.75% credit card fee may be adjusted corresponding to the actual costs associated with credit card services~~

~~E~~**D**. Other Fees and Revenues

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

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

Judicial Council of California

Exhibit 6 - e-Filing Statement of Work - Revision 1

Overview

This Statement of Work (SOW) will outline Journal Technologies, Inc's (JTI) approach towards Superior Court implementation of JTI's eCourt Electronic File Manager (EFM) system for Courts utilizing the California Court Configuration of eCourt. For Courts not utilizing the California Court Configuration of eCourt, an SOW with similar terms will be drafted by JTI and the participating Court.

Once a court has selected JTI as its EFM e-Filing solution, our project team will begin to outline the framework for that court's implementation. Our objective towards defining, developing, and deploying will consist of several threads beginning as outlined below.

Proposed Implementation Approach and Methods

Project Planning & Preparation (Discover/Define)

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

Communication Plan

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

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

Change Control Plan

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

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

Project Plan

Based on the Project Kick-Off Meeting and with the input of the Court's team, JTI will develop a Project Plan. The Project Plan will provide a definition of the project including the project's goals and objectives. Additionally, the Plan will serve as a representation of the solution implementation strategy as currently envisioned to be executed. The project management plans defined above will be delivered concurrently with this document and are intended as supplemental material to this Plan.

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

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

Project Team Staffing Recommendations & Responsibilities

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

Position Title	Number	Availability
Project Manager Will function as counterpart to the JTI PM Provide input for creation of all project related documents Coordinate resources Communicate with project stakeholders Ensure project schedule and scope remain intact	1	Shared resource for the duration of the Project
Network/Infra System Administrator Maintain network structure for eCourt environments Communicate as necessary with local court IT staff to effectuate any required changes Deploy hardware and install software as necessary to individual courts	1	As needed

Business Analysts/Subject Matter Experts (SME) End User Trainers(SME) Assist with requirements development and system design. Assist with standardized configuration for each division and complete local configurations. Assist with User Acceptance Testing. Provide input for development of training material and training plan. Attend eCourt training and become certified on the system. Participate in end-user training classes in a supportive capacity. Assist end-users and help to facilitate issue resolution during post-implementations support period.	3-5	As needed to complete the tasks assigned throughout the SOW.

Responsibilities:

JTI Responsibilities

- JTI's Project Manager will provide project leadership, develop a detailed project plan, and oversee any subsequent execution of this project. In support of this initiative, JTI shall:
- Assign a single point of contact for project management and issue resolution
- Assign appropriate resources for the performance of the services outlined in this SOW
- Adhere to the policies, procedures and scheduling established by this SOW
- Establish the Project Schedule (meetings, interviews, post-assessment dialogue, etc.)
- Provide a detailed Project Plan inclusive of all technical tasks, deliverables, milestones, resource assignments, and task duration (reflected in days) and a project timeline
- Develop an agreed upon architecture for the implementation
- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction
- Support and provide representation at meetings, which will cover performance status update, schedule update, pending changes, open issues and action items
- Coordinate any change to this SOW (whether cost impacting or not) with the customer's IT Governance Committees and process them using the Project Change Request Form to be supplied by JTI.
- Meet at the conclusion of this project, to capture, discuss, and resolve any project issues that may have arisen since the start of implementation

Court Responsibilities

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

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

Project Plan/Schedule

The Project Plan will include a Project Schedule addendum which documents project tasks, deliverables, milestones, sub-dependencies (if any), durations, and responsibilities. JTI will build the Project Schedule in Microsoft (MS) Project and will deliver the document in MS Project and PDF formats. The Project Schedule is a "living" document initially written in the planning phase of the project life cycle and updated as more information is gathered (e.g., requirements, detailed design components, and risks) and as changes are approved. The Project Plan will be maintained on Court's Project Server. JTI agrees to work with the Court's Project Manager to maintain this schedule.

The Project Schedule will serve as the officially recognized document governing JTI deliverable due dates and billing milestone dates in this contract. It is agreed by all parties that after initial delivery and acceptance of the Project Schedule, any modifications to the

Project Schedule involving new JTI deliverables, JTI deliverable due date changes, JTI task duration changes, or JTI potential billing Milestone date changes must first be approved via the change management process as defined in the accepted version of the Change Control Plan.

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

EFM Gap Analysis Resolution (Define/Design/Develop)
The California 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. These differences will be documented for resolution in a Jira project board.

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

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

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

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

The Project Plan will be revised once the Gaps have been resolved and verified to reflect the necessary work more accurately. The revision of the project plan will occur throughout the project as JTI's implementation 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. JTI will work with each court to identify and resolve all local policies prior to go-live

Final Requirements Planning

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

When tasks are complete, it will be possible to assign resources and start the configuration process. Configuration resources can be JTI or Court resources on certain items depending upon the involvement the Court wishes to have. We encourage Court involvement in the Configuration tasks as it will allow the Court to become more self-sufficient going forward.

Installation of eCourt EFM Test/Production Environment

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

Configuration Planning

These tasks relate to the configuration of the EFM. Portions of this work will be done directly in eCourt and exposed to the EFM.

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

Testing (Demonstrate/Deploy)
Prepare Test Scenarios

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

Prepare Acceptance Test Use Cases

Based on the Court's Acceptance Test Scenarios, the Court will develop acceptance test use cases that will be used to ensure that the e-Filing solution performs to the Court's

expectations and requirements. JTI will review the completed acceptance test use cases with the Court and revise them as needed.

Conduct Acceptance Test

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

While testing the system it is possible that some issues may result from new and/or changed requirements that could potentially result in the development of Change 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")

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

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

Example:

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

Complete End-User Training (Court)

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

Pre-Deployment

Complete System Preparation (Court)

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

Production Cut-Over

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

Production Acceptance Test

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

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

If each 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

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

JTI will provide post-implementation support. During this period, JTI will provide support if needed and continued training for the end- users. The implementation will be completed with an administrative closeout meeting between JTI and the county Teams.

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

Management of Deployment Risks

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

The SM/PM will:
- Develop a risk management plan, including how to approach, plan, and execute the

risk management activities for the project

- Identify risk by determining which risks might affect the project and documenting their characteristics on the standard Risk Log document
- Perform qualitative risk analysis by prioritizing risks for subsequent further analysis or action by assessing and combining their probability of occurrence and impact
- Perform quantitative risk analysis by numerically analyzing the effect on overall project objectives of identified risks
- Develop a risk response plan that includes options and actions to enhance opportunities and to reduce threats to project objectives
- Monitor project risk by continually tracking identified risks, identifying new risks, executing risk response plans, and evaluating their effectiveness throughout the project life cycle

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

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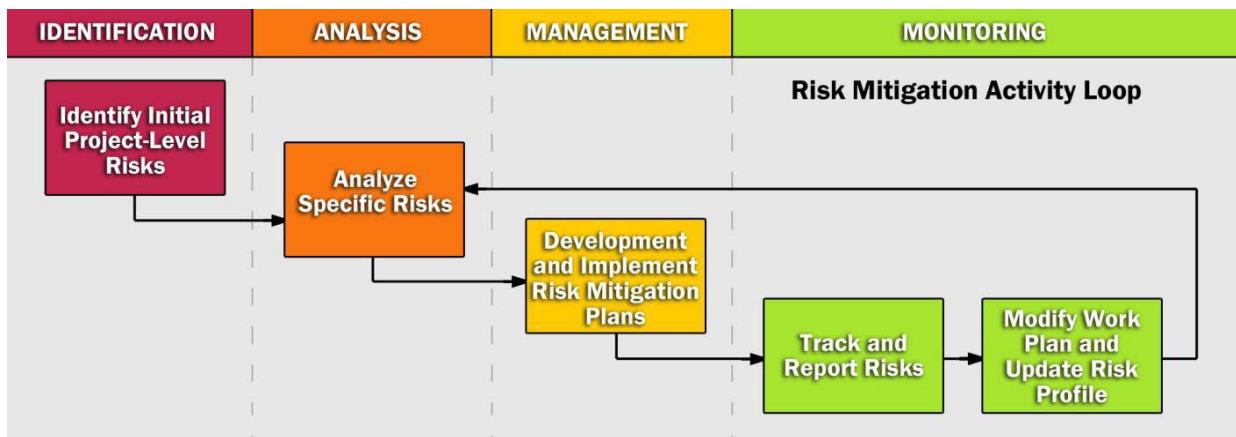
Continuous Risk Management Model

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

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

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

Activity 1: Identify Initial Project-Level Risks

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

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

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

Activity 2: Analyze Specific Risks and Impact

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

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

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

Activity 3: Develop and Implement Risk Mitigation Plans

Risk mitigation plans help to identify cost-effective risk management activities that can be used to reduce, contain, and otherwise control project risk. Risk management has both tangible and intangible costs. The PM and team leaders must weigh the cost of the potential risk management actions against the anticipated impact. There are two types of corrective risk action:

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

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

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

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

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

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

Activity 4: Track and Report Risks

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

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

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

Monitoring Risk Using the Risk Matrix

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

Consequence. Consequence (high, medium, or low) is the impact upon the project or agency. Consequence may be measured in dollars or by a consensus from Project leadership.

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

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

Risk Matrix

The SM/PM will use this technique and it will provide an excellent means for agency leadership to identify, classify, and manage the risks for the project.
In addition to the Risk Matrix, the SM/PM will prepare a risk profile for each of the risks we identify. The profile includes the following information:

Assessment Rating. A total score based on the determination of the Consequence (impact) X and Likelihood (probability) Y that the event may occur.
Risk Trigger. The event, measurement, scenario, or occurrence that causes a risk to become a problem.
Potential Impacts. The likely outcomes should a risk occur.
Preventive Actions. Activities that mitigate or avoid the risk.
Contingency Actions. Additional activities to be taken should the risk occur.

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

Sample Project Schedule (California Court Configuration Clients) *:

California Court Configuration eFiling Project Plan (Sample)

			Assigned	Estimated Duration	Start Date	Due Date
Project Preparation tasks and starting steps				1 Week		
	1	eFiling Kick-off Meeting: 　a. Go live date Discussion 　　Note: Minimum 45 days from Go live-EFSP access to fully configured and initially tested system. 　b. Mandatory or Permissive eFIling? 　c. Onboarding and Testing schedule 　d. Environment worksheet/VPN Tunnel setup 　e. eFiling Demo	JTI			
	2	Provide eFiling team access to eCourt environments/VPN	Court			
Onboarding				3 Weeks		
	1	Provide Doc Def Excel Spreadsheet	JTI			
	2	Fill out Doc Def Efile Metadata Worksheet	Court			
	3	Identify Additional Features that should be enabled/setup 　a. Judge assignment in EFM Clerk Review 　b. Set hearing in EFM Clerk review 　c. Zip Code Routing	Court			
	4	Work Queue setup	Court			
Setup Production Environments				3 Weeks		
	1	Setup Production EFM and EFSP with JTI Ops	JTI			
	2	Setup VPN Tunnel between EFM and court hosted CMS	JTI/Court			
	3	Hook-up Production EFM to Stage CMS 　a. Verify VPN tunnel connection	JTI			
System Configuration				2 Weeks		
	1	System Properties	JTI			
	2	documents in EFM and CMS 　Setup: Metadata, Form groups, Case types, Case Categories, Workflow attributes, Fees	JTI			
	3	Import Change lists for eFiling into eCourt staging environment	JTI			
	4	Setup Till groups	JTI			

	5	Import Organization Directory	JTI			
	6	Import court accounts	JTI			
	7	Stamp Setup	JTI			
	8	Holidays imported into EFM	JTI			
	9	Form updates and header view updates need to be brought into Test CMS a. Party view update to show FA fee and FW fields	JTI			
	10	First Appearance assessment group mapping setup in eCourt	JTI			
Court Training and Testing				5 Weeks		
	1	Training of EFM for Court	JTI			
	2	Provide test scripts to Court	JTI			
	3	Establish Ticketing and Escalation Process	JTI/Court			
	4	Environment Testing	Court			
EFSP Setup and Verification				6 Weeks		
	1	Whitelist EFSP Stage Addresses to EFM	JTI			

	2	Setup EFSP Accounts
		    a. EFSP Attributes
		    b. Court Specific Directory code
			JTI			

	3	Assign and send out Verification Scripts	JTI			
	4	Complete verifications at least 2 weeks before go-live	JTI			
	5	Provide List of all Whitelisted Vendors to Court	JTI			
	6	Publish Vendor list on Court Website	Court			
Setup Accounting				2 Weeks		
	1	Provide ACH Agreement to Court	JTI			
	2	Provide Example nightly accounting report for eFiling	JTI			
	3	Provide list of emails for Accounting reports	Court			
	4	Deliver signed ACH agreement	Court			
Production Cut over				1 Week		
	1	Copy Production (Used for testing) EFM and EFSP databases over to Aux environments.	JTI			
	2	Wipe Production EFM and EFSP databases.	JTI			
	3	Config Merge eFiling changes lists into Production CMS	JTI			
	4	Whitelist Production EFSP IP addresses	JTI/Court			

	5	Verify Production EFM to Production CMS Connection	JTI			
	6	Run Test Transaction	JTI/Court			
	7	Set to Maintenance Mode Until Go live	JTI			
Additional Court Responsibilities						
	1	Training clerks after the initial training with JTI	Court			
	2	any/all communication to filers and attorney's regarding eFiling go live dates and the publication of an FAQ.	Court			
Go-live						
Total Time				23 Weeks		

* Note: The project schedule for Courts not using the California Court Configuration (i.e. Courts using a Custom Configuration) may differ from the above sample.