

Contract MA-060-20010402
with
Teleosoft, Inc.
for
Automated Civil System

This Contract MA-060-20010402 for Automated Civil System (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Teleosoft, Inc., with a place of business at 1700 7th Avenue, Suite 150, York, PA 17403 (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – County Supplied Items and Assistance
Attachment C – Standard Product Features
Attachment D – Implementation Plan, Acceptance and Testing Procedures
Attachment E – Annual Maintenance and Support
Attachment F – Statement of Requirements
Attachment G – Cost/Compensation
Attachment H – Software Escrow Agreement

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide an Automated Civil System, as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP for an Automated Civil System; and

WHEREAS, Contractor has agreed to provide the proposed Automated Civil System as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing, attached hereto as Attachment B; and

WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract for an Automated Civil System with Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS:

- a. **Acceptance Testing:** Following the Contractor's notification to the County that the Contractor has completed any component or Deliverable identified in this Contract, at a mutually agreed scheduled time thereafter, the County shall begin testing the component or Deliverable to determine whether such component or Deliverable conforms to the applicable specifications and/or standards as set forth herein (collectively, the "Acceptance Criteria"). After the County has completed such testing or upon expiration of the agreed-upon testing period (the

"Acceptance Testing Period"), the County shall notify the Contractor in writing either that the component or Deliverable: (a) meets the Acceptance Criteria and that acceptance of such component or Deliverable has occurred ("Acceptance"); or (b) does not meet the Acceptance Criteria and the reasons therefor. If the component or Deliverable is identified as being part of a larger, integrated system being developed thereunder, then any Acceptance under the terms of this paragraph shall be understood as being conditional acceptance ("Conditional Acceptance"), and such component or Deliverable shall be subject to Final Acceptance, as described below.

- b. Annual Maintenance and Support: The term "Annual Maintenance and Support Period" shall mean the twelve (12) month consecutive period commencing on the day of the County's acceptance of the Automated Civil System. Each successive "Annual Maintenance and Support Period" shall commence at 12:00 a.m. (PT) midnight of the calendar day of the expiration of the prior period.
- c. Availability: The term "Availability" shall mean the percentage of time that a given Service or System is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or System is deemed to be equal to or better than a Designated Service Level.
- d. Base Hardware: The term "Base Hardware" shall mean the minimum internal components and exterior peripherals, including servers, needed to operate the ACS and ensure network connectivity.
- e. Base Software: The term "Base Software" shall mean the minimum programs and applications needed to operate the ACS and ensure network connectivity.
- f. Compliance Enhancement: The term "Compliance Enhancement" shall mean a response to a governing body requirement that has been implemented, impacting procedures for the use of the software (i.e., change in the rules of civil process).
- g. Cure: If the County determines that a component or Deliverable does not conform to the applicable Acceptance Criteria, the County shall deliver to the Contractor a written exception report describing the nonconformity (the "Exception Report"). Within 15 business days or a mutually agreed upon time thereafter, the Contractor shall: (a) correct such nonconformity; and (b) provide the County with a written explanation of the correction. Upon the Contractor's notice to the County that the Contractor has cured any such nonconformity, the County shall re-test the defective component or Deliverable according to the process described in Paragraphs (a) ("Acceptance Testing") and (n) ("Final Acceptance") herein.
- h. Data Migration: The term "Data Migration" shall mean the process of selecting, preparing, extracting, and transforming data and permanently transferring it from one computer storage system, i.e., the County's current ACS, to another, i.e., the ACS to be provided by Contractor herein referred to as CountySuite Sheriff.
- i. Deliverable: The term "Deliverable" shall mean tangible and intangible information or material that must be provided by the Contractor to the County under the terms of this Contract.
- j. Designated Service Level: The term "Designated Service Level" shall mean the response time for simple, medium and complex transactions/operations as is specified in this Contract.
- k. Documentation: The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such

items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.

- l. Enhancement: The term “Enhancement” shall mean an improvement made to enhance the functionality, performance or usability of the software.
- m. Environmental Enhancement: The term “Environmental Enhancement” shall mean the result from an operating system, or technology platform update to maintain currency of the server or browser used in conjunction with the software (Microsoft version change from Server 2016 to Server 2019).
- n. Final Acceptance: Upon achievement of Conditional Acceptance for all identified components or Deliverables, the County shall begin testing the System that is comprised of such components or Deliverables using the applicable test procedures and standards to determine whether such System performs as an integrated whole in accordance with the Acceptance Criteria. After the County has completed such testing or upon expiration of a mutually-agreed-upon testing period (the "Final Acceptance Testing Period"), the County shall notify the Contractor in writing that the System, and all components and Deliverables that are a part thereof: (a) meet the Acceptance Criteria and that final acceptance of the System and such components and Deliverables has occurred ("Final Acceptance"); or (b) does not meet the Acceptance Criteria and the reasons therefor. If the County determines that the Acceptance Criteria have not been so met, the process described in Paragraph (g) (“Cure”) shall be initiated, with all references to "component or Deliverable" being references to the "System," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Neither Conditional Acceptance, Acceptance nor Final Acceptance by the County shall constitute a waiver by the County of any right to assert claims based upon defects not discernible through conduct of the applicable test procedures and subsequently discovered in a component or Deliverable or the System following the County’s Final Acceptance thereof. Nothing else, including the County’s use of the System, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to the County and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code or any other law.
- o. Functional Enhancement: The term “Functional Enhancement” shall mean the result from a request from County to add a feature or function (e.g., a report or drop down) that Contractor’s product team agrees would benefit all users of the software and subsequently develops.
- p. Go Live: The term “Go Live” shall mean the event that occurs when County first uses a system and enters daily operational use for users, subsystem, interface, software, hardware, or modification for live operations. A separate Go Live may take place with respect to each system, subsystem, interface, software, hardware, and/or modification.
- q. Installation Date: The term “Installation Date” shall mean date that software and/or hardware is made ready for use. An Installation Date may either predate or align with the “Go Live” date.
- r. Production System: The term “Production System” shall mean the final tested version of software loaded and configured into the production server environment at Go Live, to be used in daily operations.
- s. Statement of Requirements: The term “Statement of Requirements” shall mean the description of the ACS to be developed, which lays out functional and non-functional requirements, and

includes a set of use cases that describe user interactions that the software must provide to the end user for perfect interaction.

- t. **Test System:** The term “Test System” shall mean the preliminary version of software loaded into the test server environment and progressively configured to be used in training, validation and verification of data and functionality prior to being deployed to production. This may be used in the future to stage updates for testing before production deployment.
- u. **Update:** The term “Update” shall mean improvements, upgrades, or enhanced versions of any software product under this Contract that are developed by the Contractor and are made available to other licensees, and which will be made available to the County at the County’s option, provided such versions are operable on the same computer hardware configuration.
- v. **Validation:** The term “Validation” shall mean the process of establishing or demonstrating that a procedure, process, or activity carried out in testing maintains the desired level of performance and functionality.
- w. **Version Update:** The term “Version Update” shall mean the process of detailing what components have been developed for release to clients into Release Notes documentation, notifying that the release is being scheduled for deployment, and a timeframe for the deployment. Contractor will work with the County for validation and verification in staging, and then the product is released to production upon acceptance.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, including all Attachments and Exhibits that are attached hereto and incorporated herein by reference, when accepted by the Contractor either in writing or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Contract. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of taxes or assessments

on deliverables. Notwithstanding, the County is obligated to withhold taxes unless Contractor provides a W9.

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to applicable specifications, drawings, samples or descriptions, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, 2) payment shall be made either in arrears after satisfactory acceptance or in advance pursuant to Attachment G, Cost/Compensation.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in Paragraph Z ("Indemnification") below, and as more fully described in Paragraph Z, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph Z ("Indemnification") below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

Except as otherwise specifically described in this Contract, including but not limited to Paragraph 31 ("Source Code Provision"), nothing in this Contract or in any subsequent course of dealing between the parties shall be interpreted as granting or conveying any right, title, or ownership interest in: (i) Contractor's Software or any improvements, modifications, enhancements, or upgrades to the Software; (ii) any source code or documentation necessary for the compilation of the source code; (iii) any current or future copyright, trade secret, patent, patent right, or other intellectual property right of Contractor, whether or not registered in any jurisdiction or with any governmental agency; or (iv) any current or future trade name, trademark, service mark, logo, depiction, or phrase used to describe the Software or any improvements, modifications, enhancements, or upgrades to the Software. Unless permitted by the express terms of this Contract or upon the prior, specific, written permission of a senior

officer of Contractor, neither the County nor any agent, employee, or representative of the County may reproduce, alter, adapt, modify, reverse engineer, or create improvements to the Software.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty (i) for cause, provided opportunity to cure has been given according to the terms of Paragraph 5 (“Breach of Contract”), or (ii) without cause, after 30 days’ written notice. To the extent Contractor has completed work in accordance with the terms of this Contract, including Attachment D (Implementation Plan, Acceptance and Testing Procedures) and Attachment G (Cost/Compensation, Section 3, Payment Terms), for which it has not been paid at the time written notice is provided, payment shall be made pursuant to the terms contained herein, including but not limited to, Paragraph F (“Acceptance Payment”), Paragraph 24 (“Termination—Orderly”), and Attachment G (“Cost/Compensation”). “Cause” shall be defined as any material breach of this Contract or any misrepresentation or fraud on the part of the Contractor, or as further described herein, including but not limited to Paragraphs O (“Insurance”) and 16 (“Disputes – Contract”). Exercise by County of its right to terminate the Contract shall relieve County of all further obligation, except as provided under Paragraph HH (“Continuing Obligations”).

In addition to any other remedies or rights it may have by law, Contractor may terminate this Contract for cause, provided, however, that Contractor has given County at least thirty (30) business days’ written notice of and the opportunity to cure the breach. Exercise by Contractor of its right to terminate the Contract shall relieve Contractor of all further obligation, except as provided under Paragraph HH.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible

for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents', employees' or subcontractors' performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policies, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within fifteen (15) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase insurance of any of the above insurance types throughout the term of this Contract which shall be mutually agreed upon. Any increase in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County. Contractor retains the right to adjust maintenance fees to compensate for a resultant increase in premiums.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within forty-five (45) days of receipt of such notice,

this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

- Q. **Change of Ownership/Name, Litigation Status, Conflict with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 5 business days of the start of the delay and Contractor avails himself of any reasonably available remedies.

- S. **Mutual Confidentiality:**

- 1) Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this

Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Contractor shall protect all County and County-related records and information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

- 2) **Contractor's Confidential Information Defined.** "Contractor's Confidential Information" shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of Contractor's software or any of its components, whether in electronic, written or verbal form, provided or developed by Contractor and provided to County under this Contract, and (ii) any and all other data or information that is clearly labeled or identified as confidential or proprietary when disclosed by Contractor to County. The following information shall not be considered Contractor's Confidential Information for the purposes of this Contract: (i) information previously known when received from Contractor; (ii) information freely available to the general public; (iii) information which now is or hereafter becomes publicly known by other than a breach hereof; (iv) information which is developed by County independently of any disclosures made by Contractor of such information; or (v) information which is disclosed by Contractor pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.
 - 3) **Standard of Care for Contractor's Confidential Information.** County shall protect all Contractor's Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
 - 4) **Restricted Disclosure.** Except as expressly permitted by the terms of this Contract, County shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any of Contractor's Confidential Information without Contractor's prior written consent.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Z ("Indemnification") below, Contractor agrees that it shall defend, indemnify and hold County and County indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, goods or other performance provided by the Contractor, its agents, subcontractors, and employees in the performance of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Contractor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the actual amount paid by an insurer as a result of any claim made under Contractor's General, Network Security & Privacy Liability and Technology Errors & Omissions liability insurance policies.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County shall immediately notify Contractor thereof. Either of the parties may treat such circumstances as an orderly termination of the Contract according to Paragraph 24 ("Termination – Orderly") herein, and the County shall pay Contractor for all services performed by Contractor (or otherwise due from the County under the Contract) prior to the date of notification to Contractor.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- EE. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Paragraph Z ("Indemnification") above, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- FF. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

GG. **County's Obligation to Notify of Infringement.** County will immediately notify Contractor of any infringement or attempted infringement of Contractor's rights in the software of which it becomes aware. County will affirmatively cooperate with Contractor in any legal or equitable action that Contractor may undertake to protect any of its rights in connection with the software.

HH. **Continuing Obligations.** The provisions of Paragraphs S ("Mutual Confidentiality") and H ("Patent/Copyright Materials/Proprietary Infringement") of this Contract shall survive the expiration, termination, or cancellation of this Contract by either party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either party under the applicable provisions of Paragraph 16 ("Disputes – Contract") below.

II. **Public Agency Participation.** It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of the solicitation resulting in this Contract. The County of Orange shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this Contract shall accept sole and full responsibility for placing of orders and making payments to the Contractor. In addition to the above, the Contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of the solicitation resulting in this Contract.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for two (2) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in Paragraph 3 ("Renewal") below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** In the event that Contractor fails to materially comply with any of the provisions, covenants, or conditions of this Contract, County shall afford Contractor written notice of the breach and at least thirty (30) business days within which to cure the breach prior to County terminating Contract pursuant to Paragraph K ("Termination"). The County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - b) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence individuals from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s Project Manager.

The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by security clearances and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor’s Expenses:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be retained by Contractor at its principal place of business for a period of three (3) years after final payment is received from the County.
13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
15. **Default – Reprourement Costs:** If County terminates for cause pursuant to Paragraph K (Termination) prior to Final Acceptance, the County may procure comparable goods and/or services from other source(s). In such event, if the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid for the comparable goods and/or services. The County may deduct the difference in costs or a portion thereof from any unpaid balance due the Contractor. The price paid by the County for comparable goods and/or services shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
16. **Disputes – Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, shall set forth in reasonable detail the reasons underlying the County's decision, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting: (i) the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K ("Termination") herein, or (ii) the right of either party to initiate legal action against the other in accordance with section A (Governing Law and Venue) herein.

17. **Drug-Free Workplace:** If the Contractor maintains a workplace in California, the Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph (b)(2) as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs,

terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Teleosoft, Inc.
2870 Eastern Boulevard
York, PA 17402
Ph: 800-585-5563
Email: contracts@teleosoft.com

County: Sheriff-Coroner Department
909 Main Street, Suite 2
Santa Ana, CA 92701
Attn: Latha Sharaschandra
Ph: 714-569-3777
Email: lsharaschandra@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Olivia Prudencio, Supervising PCS
Ph: 714-834-6687
Email: oprudencio@ocsd.org

23. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

25. **Security Requirements:**

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

E. **THE CONTRACTOR'S PERSONNEL REQUIREMENTS:**

All employees must pass the County's security clearance and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of OCSD, shall be assigned to perform work under this contract that has not received prior clearance from OCSD.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide an explanation via U.S. Mail to the individual affected.

F. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Contractor's personnel shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information, are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a

compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

26. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if this Contract is not substantially performed within the terms of the Contract, damage will be sustained by the County. Said damage includes any additional costs resulting from a material delay in scheduled time frames by the Contractor, insofar as the delay may impact the County's ability to carry out essential civil process functions through an automated system. Since it is and will be impractical and extremely difficult to determine the actual damage that the County will sustain by reason of such delay, it is therefore agreed that Contractor will pay to the County liquidated damages in a set amount of \$ 2,500 (two thousand five hundred dollars) for each business day of delay beyond the dates as set forth in this document for a fully functional ACS. The parties agree that this sum is not a penalty, but rather a reasonable measure of damages based upon the parties' experience in automated civil process and given the nature of the losses that may result from delay. In the event the liquidated damages as set forth herein are not paid by the Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this Contract. This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail. Total assessed damages shall not exceed the actual amount paid by an insurer as a result of any claim made under Contractor's General and Professional (E & O) liability insurance policies.

If this Contract is not substantially performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance. Notwithstanding, Contractor shall have the right to request an extension of time for good cause shown.

This provision shall not apply in the event of delay caused for *force majeure* reasons (as described in Paragraph R) or to the extent delay is caused by the County.

29. **Ownership of Work Product:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor, including all product, work, documents, and reports produced by the Contractor ("Work Product"). Work Product furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the Work Product shall be used by the Contractor without the express written consent of the County. Software source code and propriety information are the intellectual property of Contractor and are not Work Product for the purpose of this provision.
30. **License and Use of Software:** Subject to the terms and conditions of this Contract, Contractor grants to County a perpetual, non-exclusive, non-assignable license to install and use the Software on one (1) Server computer in Contractor's possession (the "License"). Contractor may make one (1) archival copy of the Software per computer on which its use is authorized, in non-printed, machine readable form, in whole or in part, provided that such copy is for Contractor's own use and that no more than that single copy is in use at any time. Contractor will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Contractor, and nothing in this Contract will give or convey any right, title or interest therein to County except as a licensee under the terms of this Contract.

County shall use the Software within the Sheriff Office by an unlimited number of authorized employees of County who are trained in application and use of the Software. Nothing in this Contract shall be interpreted as granting any right to County to sell, lease, sub-license, assign

or otherwise permit copying, transmittal or use of the Software by or for the benefit of any other person.

31. **Source Code Provision:** Within ninety (90) days of the installation date for any Contractor software, Contractor shall deposit in an escrow account as outlined in the Software Escrow Agreement, Attachment H, one (1) copy of all source code and all related documentation, including documentation necessary for compilation of the source code, of all Contractor application software products provided under this Contract. Contractor also guarantees that the source code for all future updates, bug fixes, new releases, etc., and all associated user, system, and source code compilation documentation shall be updated and placed in said escrow account within one hundred eighty (180) days of Licensee's installation date.

Contractor shall ensure that one (1) copy of all source code and all related documentation, including documentation necessary for compilation of the source code, of any subcontractor application software products provided under this Contract, is deposited in an escrow account as outlined in the Software Escrow Agreement, Attachment H. Contractor shall provide County documentation identifying the location of said escrow account, Attachment H. Contractor also ensures that all future updates, bug fixes, new releases, etc., and all associated user, system, and source code compilation documentation shall be updated and placed in said escrow account within one hundred eighty (180) days of their installation date.

County reserves the right to, at its sole cost, verify all deposits for their accuracy and content. Contractor understands and hereby acknowledges that failure on the part of Contractor to maintain timely and accurate escrow deposits may result in unknown and undetermined damages to County in the event Contractor subsequently discontinues support (for any reason) for the products provided under this Contract.


In the event Contractor discontinues support of the application software licensed under this Contract for any reason, County shall have access to the source code as a named Licensee under the terms of the Software Deposit Agreement Escrow # 1492, Attachment D, so that County may continue operation and maintenance of the System. County stipulates that this provision shall remain in effect only so long as County remains current as a maintenance-paying customer of the application software provided under this Contract.

Signature Page Follows-

Signature Page


The Parties hereto have executed this Contract# MA-060-20010402 for an Automated Civil System, on the dates shown opposite their respective signatures below.

Contractor*: Teleosoft, Inc.

By:  Title: PRESIDENT

Print Name LUKE T. GATCHELL Date: 1/24/2020

Contractor*: Teleosoft, Inc.

By:  Title: Secretary

Print Name Matt Gatchell Date: 1/24/2020

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name _____ Date: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by 
Deputy

Attachment A

SCOPE OF WORK

Purpose

The Orange County Sheriff-Coroner Department (OCSO) Civil Bureau seeks to replace the current, outdated Civil Automated System (CAS) with an Automated Civil System (ACS) that represents the most advanced technology and process within the operating environment. The Contractor shall configure, customize, implement and provide ongoing support and maintenance of an ACS that meets the requirements stated within this statement of work.

The Contractor shall provide the ACS as follows:

Contractor shall configure its commercial off-the-shelf (COTS) software product feature enhancements necessary to conform the application to specifically fit County requirements. The Contractor's COTS software to be used for the ACS is "CountySuite Sheriff" (sometimes referred to hereinafter as "CountySuite").

Introduction and Project Kick-Off (See Phase 1 of Implementation Plan, Attachment D)

Contractor shall set up and conduct meetings with staff from both locations of the OCSO Civil Bureau, as well as staff from OCSO Information Technology and the staff that interfaces between OCSO and the Orange County Auditor-Controller, to clarify any questions on the Statement of Requirements.

- Conduct Interviews with key personnel identifying Processes and Procedures, Accounting Details, Personnel and User Permissions, and collecting sample papers and reports
- Create final Project Plan and Project Schedule

Contractor and County shall develop a complete set of action items that encapsulate the complete Statement of Requirements.

System Orientation, Installation and Data Migration (See Phases 2 and 3 of Implementation Plan, Attachment D)

Base Hardware and Software Setup

- Set up and configure both a Test system and a Production system on Sheriff's provided hardware including Operating System, and Active Directory integration (County IT)
- Configure IIS Server(s) and SQL Server(s)
- Test hardware and network connectivity
- Install base configuration of CountySuite Sheriff on servers

Contractor shall start the configuration process, which fits CountySuite to County's unique office needs, with regular demonstrations of progress at each Project Status Meeting.

Contractor shall start the hardware configuration and server software installations, with regular demonstrations of progress at each Project Status Meeting.

- Application Settings (settings like default options and triggers, installation location details, check printer names, page and option titles, etc.)

- Users and Permissions (user logons, security groups, names and addresses for officials, etc.)
- Logos and Digital Signatures (report logos and official signatures)
- Category names and descriptions (Files, File Actions, Services, Service Actions, Costs, default text, etc.)
- Geography (Municipalities/Districts/Regions/Postal Codes/Beats)
- Accounting (Default cost amounts and Default payees)
- Default generic text (i.e. @deputy name/@ deputy time/@ service citation) used as SuiteTags™ (canned text for commonly-typed phrases and for specific actions)
- Business Rules (operating parameters specific to the county)

Contractor shall start the development of any enhancements specific to the County.

Contractor shall install TEST and TRAINING instances of the CountySuite Sheriff application on County servers.

Initial Data Migration

Contractor shall begin testing and verification of the data import process.

- County IT to provide backup on server of the current system
- Develop and test scripts to migrate all data and case information, including accounting, from the current system into the new CountySuite Sheriff system
- Perform and verify a complete migration from the current system to CountySuite Sheriff
- Provide matching Trial Balance report to verify accurate conversion (identify and correct any issues as needed)
- Walk through comparative Check Disbursement runs to verify accurate conversion (check on same parameters)
- Validate individual ledger balances, judgment balances (duplicate information, credits vs debits)

End User Training, Configuration Update, Acceptance Testing, Validation (Pre Go-Live)

(Phase 4 of the Implementation Plan, Attachment D)

Contractor shall provide the following:

- All training sessions shall include Help Documents, complete with screenshots and step-by-step details. The number of onsite sessions required for each type of training will depend on the number of County users across four County offices and shall be determined by the County. Security background clearance and/or escorted remote access is required for training personnel.
- Identify specific users who will be involved in the validation and verification of the application, and any county-specific enhancements that will be added.
- Identify specific users who will participate in “train-the-trainer” sessions in all four offices. These would cover the complete functionality of the application to allow this user to later assist in training future employees (supervisors, leads, corporals and deputies) in the same subjects.
- Initial Civil staff training will be accomplished at the location(s) specified by the County Project Team. The staff sent will be determined by County.

- Initial Deputy training will be accomplished at the location(s) specified by the County Project Team. The staff sent will be determined by management.
- Initial training for Accounting will be accomplished at the location(s) specified by the County Project Team. The staff sent will be determined by County. Training will consist of specifics to the finance staff, including but not limited to deposit verifications, void/voiding, no-sufficient funds (NSF), bank reconciling, check printing, and accounting reports.
- After completion of initial training, Contractor trainers shall be onsite to support the launch and assist all users in all civil offices and in accounting.

Contractor shall run the services parallel to the current system. Testing and training shall be done throughout the process as requested by County. The agile, iterative validation process allows for portions of the implementation to be delivered tested and verified throughout the process.

All aspects of the process shall be managed through a shared online Portal, which is initialized with every service in Attachment C, Standard Product Features. Any additional enhancement not included in the Scope of Work, Product Feature List or Statement of Requirements that are identified shall be made in writing and approved by the County prior to being added to the portal.

Contractor shall begin acceptance testing of the application per the Implementation Plan, Acceptance and Testing Procedures as detailed in Attachment D.

Go Live and Project Completion (Phase 5 of the Implementation Plan, Attachment D)

Contractor shall be onsite to complete the final data migration, including any associated acceptance testing. Once County has provided Final Acceptance pursuant to Paragraph (c) of the Definitions section of this Contract, the project shall be deemed complete and shall transition to Maintenance and Support. Contractor shall introduce its support team and processes to County.

Maintenance and Support (During and After Completion of All Phases)

As is more fully described in Attachment E, Annual Maintenance and Support, Contractor shall provide fully-staffed support coverage during normal business hours of 8:00 A.M. to 5:00 P.M. (PST). Contractor shall provide off-hour support and emergency incident for higher severity situations at no additional cost to County.

Support shall be via the following methods:

Email: support@teleosoft.com

Phone: 717-747-2980 (press #2)

800-858-5563 (press #2)

ATTACHMENT B

COUNTY SUPPLIED ITEMS AND ASSISTANCE

At County's sole discretion, County may furnish Contractor the following items and resources.

1. Project Manager to provide approval of all deliverables, Final Acceptance and any Change Orders
2. County Project team as required to support ACS implementation
3. Network and power connections within each site.

ATTACHMENT C

STANDARD PRODUCT FEATURES

Technology

- 1.1.** CountySuite Sheriff is a web-based application installed on a single server accessed via any standard web browser (Internet Explorer 11 or above is recommended)
- 1.2.** When county-hosted, Microsoft Windows Server (2012 R2 or above) and Microsoft SQL Server (2012 R2 or above) are required along with the appropriate licenses (not included).
- 1.3.** Upgrades to the application can be done remotely in cooperation with the county IT department and immediately be available to all users
- 1.4.** Browser-based interface doesn't require installs on each user machine
- 1.5.** User Security integrates with Windows Active Directory
- 1.6.** Reporting creates PDF documents for reliable printing and emailing (excel export for accounting)
- 1.7.** Auditing system tracks every change to data within the system by time and user

2. Unified System

- 2.1.** Participant information is shared between cases so names and addresses are not re-entered if they are already in the system.
- 2.2.** Each contact can have an unlimited number of addresses that can be used for mailing, serving, and keeping historical information.
- 2.3.** When addresses are added (by a deputy, for instance), all cases associated with that contact see the new information immediately
- 2.4.** Easily look up an individual and see which Cases / Files are associated with them
- 2.5.** An unlimited number of case participants (plaintiffs, defendants, attorneys, etc.) can be associated with each Case
- 2.6.** An unlimited number of Files can be associated with each Case
- 2.7.** An unlimited number of Services can be associated with each File
- 2.8.** An unlimited number of Actions can be associated with each Case, or each File, or each Service
- 2.9.** Contact details for all Services include physical characteristics (height, weight scars) and the ability to store pictures and images
- 2.10.** Reports pull from information already entered into the system, so there is no need to enter information again (like case numbers, case participants, addresses, etc.)
- 2.11.** Activities are contextual (ability to perform certain functions or access reports will be right there within the page you are already on, and where you expect them to be)

3. Home Page

- 3.1.** Search both Open and Closed Files and Returned Instructions by Case Number, File Number, Participant Name, Property Address, SSN, Check Number, and more
- 3.2.** Search results will show in list, or if only one File Number matches, take user to File immediately
 - 3.2.1.** Results show File and Service status, and additional data depending on search filter selected

- 3.3. Search for Services allows immediate jump to add Service Action for field staff (like Trip Ticket Update)
- 3.4. Notifications show for upcoming events / deadlines
- 3.5. Quick Links to:
 - 3.5.1. Receiving (where a File starts)
 - 3.5.2. Levy Receivables (taking in payments from Debtors)
 - 3.5.3. Contacts (manage global contacts, like attorneys, vendors, keepers, etc.)
 - 3.5.4. Accounts (all things financial)
 - 3.5.5. Batch Printing (for Service Packets, Proof Packets, Writ Returns, etc.)
 - 3.5.6. Assignment (manage a large office by assigning Files to staff, tracking progress)
 - 3.5.7. Reports (System and Metric Reports)

4. Receiving Process

- 4.1. Cashiering page(s) all in one page
 - 4.1.1. Handles multiple locations (but defaults to the Default location for the current user)
- 4.2. Look up existing Court Cases and/or File Numbers
 - 4.2.1. Pull in all existing participants/attorneys and the Case Title
 - 4.2.2. Add new participants if necessary
 - 4.2.3. Defaults the Requestor (Plaintiff Attorney, or just Plaintiff if pro se), but can be changed
- 4.3. Look up existing Contacts
 - 4.3.1. Not just for attorneys
 - 4.3.2. Add address information immediately (helpful to Receipts, ready to mail)
- 4.4. Add to existing File, or create a new File
 - 4.4.1. Select the Requestor from Case Participants
- 4.5. Can charge for Copies in addition to filing fees
- 4.6. Add unlimited number of Services
 - 4.6.1. Use Quantity multiplier to avoid redundant entry
 - 4.6.2. Checkbox to auto-add Notary fee
 - 4.6.3. Only show the Waiver choices that are valid for the selected Service category
 - 4.6.4. Add additional Deposit amount (can be set for a default amount for any Service)
 - 4.6.5. Auto-adds Eviction service "pairs"
 - 4.6.6. Capture Service Documents (can be required)
 - 4.6.7. Capture Waiver Documents (can be required)
 - 4.6.8. Automatically calculates expected Service Fees
- 4.7. Add payment information
 - 4.7.1. Defaults to being paid by the Requestor, but the user can choose any case participant, or enter anyone outside of the case
 - 4.7.2. Take multiple forms of payment to add up to total required (mixture of checks, cash, etc.)
 - 4.7.3. Recalculates remaining amount every time a payment is added (user can override)
- 4.8. Option to generate Receipt document now, or later
 - 4.8.1. Receipt can include cash breakdown grid, office contact information on the back
- 4.9. Capture additional documents

- 6.6.1.** DOB, Facial Hair, Scars/tattoos, vehicle description, height, weight, driver's license, XREF number, etc.
 - 6.6.2.** This includes attachment of photos
- 6.7.** Unlimited number of phone numbers
- 6.8.** Unlimited number of addresses
 - 6.8.1.** Ability to set address as invalid
 - 6.8.2.** Ability to exclude address for Services (won't show on the Trip Ticket)
- 6.9.** Easily copy entered information (for husband/wife) with the Save As New Contact option
- 6.10.** Primary bankruptcy information is connected to the Contact
 - 6.10.1.** Only need to enter it once, then affects all Services associated with the Contact
 - 6.10.2.** Easily see the list of those Services, and jump to them from this page to enter Service-specific information related to the bankruptcy
- 6.11.** Contact History button
 - 6.11.1.** Takes user to a page showing ALL files the user is associated with, including role in that File
- 6.12.** Print Mailer page
 - 6.12.1.** Print a mailer sheet for any contact/address combination right from this page

7. Manage Bankruptcies

- 7.1.** Add Filing information (filing date, received date, court, 341 meeting date, etc.)
 - 7.1.1.** Capture Bankruptcy documents
- 7.2.** Select Trustee (if applicable)
- 7.3.** Track Disposition type and date
 - 7.3.1.** Capture Disposition documents
 - 7.3.2.** Track Closed date
- 7.4.** Capture any additional correspondence documents
- 7.5.** Once the primary bankruptcy information is added, the user can view all Services associated with this contact that may need additional details added, specific to that Service
 - 7.5.1.** User can easily jump to each Service to enter service-specific information about the bankruptcy

8. Manage Service-Specific Bankruptcy Information

- 8.1.** All the general information about the bankruptcy DOES NOT have to be re-entered for each Service
- 8.2.** Since the bankruptcy is associated with the person, who is specifically a debtor on a particular levy (or eviction), ONLY that particular Service/Levy is affected by the Bankruptcy, NOT the entire File (which could have other active levies where payments can still be received and disbursed)
- 8.3.** Enter details about when the Employer/Garnishee was notified, when/if the trustee letter was sent, when the Levy was re-instated, who the Funds should be sent to, and when they were sent
- 8.4.** The Bankruptcy Notices are then printed from this page with a single click
- 8.5.** A Trustee Letter is captured from this page
- 8.6.** An Order Avoiding Lien is captured from this page

- 8.7. Quick links are provided to jump to the Levy Notices page (WG-012, etc.), and the Judgment Ledger (for holding any pending receivables)
- 8.8. A bankruptcy on an eviction will affect the Deputy Services listing, notifying the field staff to halt the eviction, until paperwork is received to allow the eviction to proceed.

9. Manage Levy Receivables (Single)

- 9.1. Type-ahead technology allows the user to enter a Court Case or File Number
- 9.2. Any associated (active) Levies associated with that File are displayed, with the Judgment amount, Garnishee Name and Debtor Name (and the entry date of the Service, to differentiate re-levies)
- 9.3. Details are brought in for the selected Levy
 - 9.3.1. File Closed, Levy Claim, Bankruptcy, Last Received Amount (and list of all past receivables), Levy Status, Levy Modification/Frequency, Judgment Expiration, Current Judgment Balance, all Comments
- 9.4. Funds Available Date defaults to county specifics
- 9.5. Paid By defaults to Employer or Garnishee, depending on whether service is EWO or EOJ
 - 9.5.1. But any case participant can be selected, or a new contact entered
- 9.6. Payment can be placed on Hold if desired
- 9.7. Payment document can be captured
- 9.8. Refund can be auto-queued up for over-payments (Levy Modification, etc.)
- 9.9. MORF (Memorandum of Returned Funds) can be generated from this page (if the check cannot be identified, or other problems exist)
- 9.10. Quick Links to jump to the associated File or Ledger for any entry

10. Manage Levy Receivables (Multiple)

- 10.1. Similar interface to above, but allows the entry of check details for a single receivable
- 10.2. Then type-ahead lookup is used to bring in specific File/Service details
- 10.3. Details are brought in for the selected Levy
 - 10.3.1. File Closed, Levy Claim, Bankruptcy, Last Received Amount (and list of all past receivables), Levy Status, Levy Modification/Frequency, Judgment Expiration, Current Judgment Balance, all Comments
- 10.4. The user then enters the amount applicable for that Levy
- 10.5. Refund can be auto-queued up for over-payments (Levy Modification, etc.)
- 10.6. The total of all entries is constantly recalculated along with the remaining amount (compared to the total check amount)
- 10.7. Once the totals match, all deposits are submitted and entered on the appropriate Judgment Ledgers

11. Memorandum of Returned Funds

- 11.1. User can enter mailing name/address, or choose from case participants
- 11.2. Capture the payment document
- 11.3. Enter check number, date and amount
- 11.4. Choose from several default reasons
 - 11.4.1. Case released/stayed, Case has been Closed, Case is fully Satisfied, Due to Employer Response, EWO Modified, Return Funds to Debtor

- 11.5. Add any other free form notes desired

12. Manage File Information

- 12.1. Track general information such as File Number, Filing Source (counter, mail, e-filed, etc.), Requestor, Received Dates
- 12.2. Badges at the top of the page inform the user of important status information (WRIT RETURNED, WRIT EXPIRED, FILE OPEN, FILE CLOSED, etc.)
- 12.3. If the File is associated with a Writ, the Writ section is visible
 - 12.3.1. Enter the writ category (execution, possession, etc.) and type (money judgment, personal property, real property, etc.)
 - 12.3.2. Enter the Writ Issued Date (expiration is auto-calculated)
 - 12.3.3. Enter judgment type (limited, unlimited, pre-judgment, etc.)
 - 12.3.4. Set whether to Hold the Writ Full Term, and whether this is a Criminal writ
- 12.4. If the File is associated with a Writ, the Judgments section is visible
 - 12.4.1. Add as many Judgments as are necessary for the Writ
 - 12.4.2. This handles Attachment 20 scenarios for Writs of Execution
 - 12.4.3. This handles a multiple-address situation for Evictions
 - 12.4.4. The Judgment section shows the date Entered, Expires (including handling NEVER), the Debtor Names, the Judgment Amount, and the current Judgment Balance
 - 12.4.5. Clicking on the row takes the user to the Judgment Page
- 12.5. Show the list of all Services (Levies) associated with that File
 - 12.5.1. Date Entered, Date Completed
 - 12.5.2. Bankruptcy Active
 - 12.5.3. Service Category
 - 12.5.4. Name and Address of Serve To (or Property Address for Real Property)
 - 12.5.5. Service Status (Successful, Unsuccessful, In Progress, Checked Out by Deputy X, etc.)
 - 12.5.6. Clicking on a Service row takes the user to the Service Page
- 12.6. Show the list of all File Actions
 - 12.6.1. This is similar to Comments in Sirron
 - 12.6.2. Each File Action row shows the Priority, Entry Date, User name, category, description, and a paperclip to easily launch any attached documents
 - 12.6.3. When a Critical comment has not expired, visiting the File page pops this text up in front of the user and forces a dismissal of the dialog
 - 12.6.4. This list can be filtered to only show entries with documents attached, or vice versa
 - 12.6.5. This list can also be filtered to hide all Accounting-related items (scanned checks, deposits received, etc.)
 - 12.6.6. Clicking on a File Action row takes the user to the File Actions page
- 12.7. The user can Close a File or Re-Open a File or Delete a File
- 12.8. The user can generate a Notice of Action Taken (or not Taken)
- 12.9. The user can generate documents for all Services associated with this File in batch
 - 12.9.1. Service Packets (Trip Tickets and Service Documents)
 - 12.9.2. Proof Packets (Proof of Service, Declaration of Diligence)
 - 12.9.3. Certified Mailers

- 12.10.** The user can generate a Writ Return (if a Writ is associated with this File)
 - 12.10.1.** Prompted to also produce Audit Report (can be defaulted per county)
 - 12.10.2.** Supports Regular and Final and Supplemental Return types
 - 12.10.3.** User can add remarks and pause interest
 - 12.10.4.** File can be auto-closed after Writ Return is generated
- 12.11.** Whenever documents are Printed, they are always attached to a File Action that is auto-created
- 12.12.** However, the user also has the option to Preview the documents, which generates them as a PDF, but does NOT create the associated File Action
- 12.13.** Quick Links to jump to the File Ledger or Judgment Ledger (only for files with Judgments)

13. Manage File Actions

- 13.1.** The user can add a File Action with a date/time and category, and then add notes and set a priority (and expiration date) for the Action
- 13.2.** The user can capture any document and associate it with the File Action
- 13.3.** When selecting a category, default text can be defined for that category to prevent redundant data entry
- 13.4.** Whenever documents are generated from a File or Service (Notice of Action Taken, Proof of Service, Levy Notices for Modification/Release, etc.) a File Action is always automatically created, and the generated document attached

14. Notice of Action Taken

- 14.1.** Allows the user to generate notices with numerous default text fields added (primarily used for Returned Instructions)
- 14.2.** This includes specific check details so that the user can search even Returned Instructions (from the main page of the application) using the check number
- 14.3.** The user can also choose to add ONLY the text that they have entered without any other text being included (and this text field is UNLIMITED)
- 14.4.** Additionally, the title of the report can be changed (allowing it to be used for just about any type of office communication), but the generic header will still be used
- 14.5.** It is also possible to include the sheriff signature at the bottom of the generated document
- 14.6.** Any case participant and address can be selected as the name/address combination for the mailer
- 14.7.** When a Notice of Action Taken is generated from within a File, a File Action is created with the generated document attached.

15. Manage Judgment Information

- 15.1.** Enter Creditor (select from list of case participants) and Debtor(s) (select from list of case participants)
 - 15.1.1.** Note that ANY participant can be used as the Creditor or Debtor.
 - 15.1.2.** Case Participants are NOT tagged as Plaintiff/Creditor or Defendant/Debtor when they are added to the case.
 - 15.1.3.** Rather, their role as Plaintiff or Defendant remains with their association to the Case. Their role as Creditor or Debtor remains with their association to the Judgment

- 15.1.4.** This easily allows cross filings to be handled without the need to re-enter case participants with a different case participant category
- 15.2.** Enter Judgment Entered (or Renewed) Date (limited by the Writ issued Date already entered)
- 15.3.** Set whether or not this is a Sister State judgment (which will hold payments until the user captures the POS from the other office)
- 15.4.** Enter Financial Details
 - 15.4.1.** Entry fields are labeled with the California Writ line numbers
 - 15.4.2.** Entering the Daily Interest amount calculates the APR
 - 15.4.3.** User is warned if the APR exceeds the 10% limit. The application can be configured to allow for decimals above 10.00% to match county preferences
 - 15.4.4.** User is warned if the APR=0% (in case it was left blank in error)
 - 15.4.5.** User is warned if Direct Court Costs are entered (since normally they are blank)
 - 15.4.6.** The Judgment Ledger is initialized with the information entered here
- 15.5.** Enter Property Information
 - 15.5.1.** This can be used with or without the Financial Details (one or both can be entered)
 - 15.5.2.** This is where the address would be entered for an Eviction, or a real property situation
 - 15.5.3.** The user can select from addresses already associated with case participants, to avoid redundant entry
 - 15.5.4.** The user can also enter just a Property Description (and not an address) for a personal property situation
- 15.6.** Quick Links to jump to the Judgment Ledger page (very similar to the debtor ledger you are familiar with), or to add a Creditor Judgment Reduction or Costs After Judgment

16. Creditor Judgment Reduction

- 16.1.** Allows the user to enter the date received, the amount, any notes, and capture the document received
- 16.2.** This can also be used to enter a Creditor Credit Bid, which has the same effect
- 16.3.** The adjustment is added to the Judgment Ledger
- 16.4.** The user is then taken to a page listing all Levies associated with this Judgment so that Notices (WG-012, etc.) can be generated, if desired

17. Costs After Judgment

- 17.1.** Allows the user to enter the date received, the amount, any notes, and capture the document received
- 17.2.** The adjustment is added to the Judgment Ledger
- 17.3.** The user is then taken to a page listing all Levies associated with this Judgment so that Notices (WG-012, etc.) can be generated, if desired

18. Manage Judgment Ledger

- 18.1.** Provide the user visibility into all financial activity pertaining to the process of paying off a judgment
- 18.2.** As such, while it is in Ledger form, not all the rows in the ledger represent actual financial transactions

- 18.3. The grid will show things like the original judgment amounts, the accruing costs and interest, and even entries that indicate when interest was paused and resumed. Creditor Judgment reductions affect the overall judgment balance, but are not financial transactions in themselves.
- 18.4. The user can quickly see on this page the current Funds Available and the remaining Judgment Balance
- 18.5. The Daily Interest Rate is calculated and displayed at all times
- 18.6. A Notification of Account Status report can be generated to provide the debtor payoff specifics
 - 18.6.1. The system can auto-include any remaining Service fees and a final \$12 fee
- 18.7. The user can Split money out of incoming credits (to create refunds, etc.), VOID entries, Stale Date entries, Hold entries, Delete entries, and generate an NSF letter (with the appropriate permissions)
- 18.8. The user can also regenerate receipts at any time
- 18.9. When payment documents (checks, money orders, etc.) are captured during entry, they appear on the ledger as a paperclip so the user can easily view the PDF at any time
- 18.10. Clicking on a ledger row provides the user with further details about the entry, including the actual relationship between the credits and debits on the ledger, and how much money may remain in the credit. This is because our system maintains a connection between credits and debits for every amount that is disbursed.
- 18.11. The user can also edit limited information about the entry
- 18.12. The user can select only certain entries and then limit the ledger view to only the selected entries (sometimes helpful when trying to determine how credits and debits were apportioned when there was a long delay in between disbursement (maybe due to a Levy Claim, etc.)
- 18.13. The ledger grid can also be expanded to show the entire ledger (without scrolling within the limited grid window)
- 18.14. The ledger can be printed (which matches the Audit report format that prints with a Writ Return)
- 18.15. The ledger can be exported to Excel
- 18.16. All of the above capabilities can be granularly assigned based on user permissions

19. Manage File Ledger

- 19.1. Provide the user visibility into all actual financial transactions that take place on the File
- 19.2. This includes all credit and debit activity, but will NOT include non-financial entries in the way that the Judgment Ledger does
- 19.3. The user can look at the File Ledger and know exactly the current money balance on the File
- 19.4. This is similar to the Creditor Ledger in Sirron, but is not the same. There is no need to enter information on "both" ledgers in order to make things "balance". Any real money transactions will show on the File Ledger.
- 19.5. The ledger will show the "Remaining Amount" in any credits on the ledger, allow the user to easily see what is remaining in specific credit payments (like Fee for Services, Deposits, or even Levy Receivables)
- 19.6. The user can add new Credit or Debit entries to the ledger from this page (an additional Deposit from an Attorney to cover additional costs for a levy, for instance)
- 19.7. Adding a Vendor Payment (or Keeper payment) is as simple as adding the correct Debit amount and selecting the proper payee from this page

- 19.7.1.** The system can automatically find and associate the Debit with an available Credit, or the user can choose a specific Credit from the ledger and "split" out the amount they wish to pay the Vendor, or Refund the Creditor, etc.
- 19.7.2.** The payment will then become part of the next check disbursement run
- 19.8.** The user can Split money out of incoming credits (to create refunds, etc.), VOID entries, Stale Date entries, Hold entries, Delete entries, and generate an NSF letter (with the appropriate permissions)
- 19.9.** The user can also regenerate receipts at any time
- 19.10.** When payment documents (checks, money orders, etc.) are captured during entry, they appear here on the ledger as a paperclip so the user can easily view the PDF at any time
- 19.11.** Clicking on a ledger row provides the user with further details about the entry, including the actual relationship between the credits and debits on the ledger. This is because our system maintains a connection between credits and debits for every amount that is disbursed.
- 19.12.** The user can also edit limited information about the entry
- 19.13.** The user can select only certain entries and then limit the ledger view to only the selected entries (sometimes helpful when trying to determine how credits and debits were apportioned when there was a long delay in between disbursement (maybe due to a Levy Claim, etc.)
- 19.14.** The ledger grid can also be expanded to show the entire ledger (without scrolling within the limited grid window)
- 19.15.** The ledger can be printed and/or exported to Excel
- 19.16.** All of the above capabilities can be granularly assigned based on user permissions

20. Manage Services

- 20.1.** Entry fields adapt depending on whether the page is a Miscellaneous Service, Hearing Date Service, Eviction, EWO or EOJ.
- 20.2.** Serve By Dates are auto-calculated as they related to Hearing Dates
- 20.3.** Bench Warrant Courtesy letters can be generated, and Bail amounts entered
- 20.4.** Ability to select Service Documents
 - 20.4.1.** Filtered down so only those that are related to the selected Service are shown
 - 20.4.2.** And documents can now be selected in groups, making common selections easier and faster
- 20.5.** Specify the Serve To name/address combination (select from a dropdown list containing case participants)
- 20.6.** For an EWO, the Employer associated to the judgment debtor is automatically selected
- 20.7.** For an EOJ, the user can select multiple debtors for the selected Garnishee
- 20.8.** For a levy, specify additional information, such as who payments should be made to
- 20.9.** Show a list of all Service Actions on this service (attempts, final service, cancellation, etc.)
- 20.10.** Generate Service packets (Trip Tickets plus Service documents)
- 20.11.** Generate Proof of Service
- 20.12.** Capture Levy Release, Levy Modification, Garnishee Response
- 20.13.** Add Levy Claim and/or Bankruptcy Details for this Service
- 20.14.** Other reports that are generated (visible only for the correct Service type)

- 20.14.1.** Certified Mailer
- 20.14.2.** Request for Employer Return
- 20.14.3.** Request for Safe Deposit Box Fees
- 20.14.4.** Third Party Notice of Levy
- 20.14.5.** Garnishee Demand Letter
- 20.14.6.** Eviction Information Letter
- 20.14.7.** Eviction Poster
- 20.14.8.** Sister-State Bench Warrant

21. Manage Levy Claims

- 21.1.** These claims are associated with a particular Levy (Service).
- 21.2.** Several claims can be added at the same time, and they do NOT overwrite previous claim information
- 21.3.** Can choose whether this is a Claim of Exemption or Third Party Claim
- 21.4.** Allows for entry of all details (Claimant, date received, date notice to creditor mailed)
- 21.5.** Notice of Opposition due date is automatically set
- 21.6.** Once NOO is received, due date for the Notice of Hearing is set
- 21.7.** One NOH is received, then further information about the Hearing results can be captured
- 21.8.** A cover sheet, creditor notice, and third party notice can all be generated
 - 21.8.1.** For a Third Party claim, the appropriate documents are generated based on in/out of state conditions and whether an undertaking is involved.
- 21.9.** For an EWO, if the Order Determining indicates a new garnishment frequency and amount, that can be entered directly on this page

22. Manage Levy Releases

- 22.1.** Capture the document filed that initiated the release
- 22.2.** Data entry fields adapt depending on whether or not the levy is an EWO or EOJ
- 22.3.** Specify the termination date and possibly “other orders” text to generate the appropriate release notice.
- 22.4.** For an EOJ, the user can specify a date when the item can be released from Storage
- 22.5.** The appropriate Levy Release notice is generated, based on the information entered

23. Manage Levy Modifications

- 23.1.** Capture the document filed that initiated the modification
- 23.2.** Data entry fields adapt depending on whether or not the levy is an EWO or EOJ
- 23.3.** Specify the garnishment frequency and amount (if applicable for an EWO)
- 23.4.** Specify the modification date and possibly “other orders” to generate the appropriate WG-012 or EOJ form
- 23.5.** The appropriate Levy Modification notice is generated, based on the information entered
- 23.6.** Notices can be generated (for things like bankruptcy) without affecting/including any garnishment frequency/amount information
- 23.7.** Once a garnishment frequency/amount is entered here, this will affect how Levy Receivables work, and the appropriate details will be captured in a File Action, and appear on the Disbursement Verification report.

24. Manage Garnishee Response (EWO - Employer Return)

- 24.1.** Capture the document that was received, along with the date and any notes
- 24.2.** When this document was generated by our application, a barcode is included, and scanning that barcode will take the user to the Levy page in order to process the response
- 24.3.** Track if the employee is:
 - 24.3.1.** Not Employed (automatically changes Order status to Not Effective)
 - 24.3.2.** Now Employed (provide fields to specify pay period, last period earnings)
 - 24.3.3.** On a Leave of Absence, or Undetermined
- 24.4.** Specify Order status (Effective, Not Effective, Undetermined)
- 24.5.** Track Status of Other Order (if applicable)
 - 24.5.1.** Received First On (enter Date)
 - 24.5.2.** Has Higher Priority
 - 24.5.3.** Capture Copy of Other Order
- 24.6.** If Other Order not provided, enter details
 - 24.6.1.** Court Name, Address, Court Case Number
 - 24.6.2.** Levying Office Name, Address, File Number
 - 24.6.3.** Total Withheld Amount
 - 24.6.4.** Additional Comments

25. Manage Garnishee Response (EOJ – Memorandum of Garnishee))

- 25.1.** Capture the document that was received, along with the date and any notes
- 25.2.** When this document was generated by our application, a barcode is included, and scanning that barcode will take the user to the Levy page in order to process the response
- 25.3.** Options for Typical Responses (No such account, No funds available, No safe deposit box, Account closed, Nothing to report, Social Security Funds deposited directly into this account, Other party on account)
- 25.4.** If Other party on Account, the option is presented to select or add a Third Party Contact to the levy

26. Manage Service Actions

- 26.1.** (For Sirron users, this is similar to the Trip Ticket Update, but the interface has been streamlined)
- 26.2.** Enter Disposition, Date and Time of Service Action
- 26.3.** Entry fields adapt based on the type of Service (show/hide fields like Signed by (3b) Accepted by (5b) or Mailed Date).
- 26.4.** Default text is created for the Declaration of Diligence and Proof of Service information, based on the type of Service Disposition selected (Served – Personally, Served – Sub-Service, Served – Business Representative, etc.)
- 26.5.** Deputy selection defaults to the current user (if they are in the list), otherwise they can be selected from the dropdown
- 26.6.** Capture the Trip Ticket as part of the entry process (or RPS Proof of Service)
- 26.7.** Ability to charge no fee, if desired

- 26.8.** All required options and variations to support a Summons service (On behalf of, etc.) are supported
- 26.9.** For an EWO Service, can generate an Unsuccessful Attempt letter (only visible, if service was unsuccessful)

27. Manage Real Property Process

- 27.1.** Provide a Real Property Interface that guides the user through the process of managing a Real Property Levy (imported data is structured similar to the feature in Sirron so that the current state of the process is maintained)
- 27.2.** Define the sale address, legal description and parcel number(s)
- 27.3.** References are provided for CCP sections that relate to each step in the process
- 27.4.** Initial questions determine which path the user should take
 - 27.4.1.** Is the sale pursuant to a judicial foreclosure of a mortgage, deed or lien?
 - 27.4.2.** Is the debtor's interest in the real property that of a leasehold estate?
 - 27.4.3.** Is the unexpired term on the lease more or less than 2 years?
 - 27.4.4.** Is a deficiency judgment ordered or waived/prohibited?
- 27.5.** Calculate the number of Services required and auto-create the Services
 - 27.5.1.** How many debtors, record owners, and pieces of property are involved?
 - 27.5.2.** Generate the appropriate number of Services for Real Property Levy, RPL – Recorder Notice of Levy, RPL – Serve Occupant / Vacant Land and RPL – Interested Party
 - 27.5.3.** Services are automatically set to “Use Previously Deposited Funds”
 - 27.5.4.** Each Section of the Real Property process is connected to these Services so that the state of the Services (pending, out for service, completed, etc.) is automatically kept up to date (no need to redundantly check boxes for each service!)
- 27.6.** Section A
 - 27.6.1.** Adapts for Writ of Sale, Writ of Attachment, or Writ of Execution
 - 27.6.2.** Tracks the preparation, service, and recording of the Notice of Levy / Attachment
 - 27.6.3.** Generate the Return of Levy Real Estate Levy Attachment (Man 4.32)
- 27.7.** Section B
 - 27.7.1.** Tracks the preparation, service and recording of Request Letters
 - 27.7.2.** Generate the Request for Application for Order of Sale, Request Letter for Lienholder Information, Sheriff Release on Levy (with or without Transfer Tax Declaration)
- 27.8.** Section C
 - 27.8.1.** Track the individuals who appeared at the Order for Sale hearing
- 27.9.** Section D
 - 27.9.1.** Track the conditions for determining the sale date
- 27.10.** Section E
 - 27.10.1.** Schedule the date and time of the sale, defining a Minimum Bid and Total Indebtedness
 - 27.10.2.** Generate the Notice of Sheriff's Sale of Real Property (for either foreclosure or non-foreclosure sale)
- 27.11.** Section F
 - 27.11.1.** Track the response to the Lienholder Information request
 - 27.11.2.** Generate the Request Letter for Lienholder Information

27.12. Section G

- 27.12.1.** Track the response to the Lienholder Information request (for unexpired lease term of less than 2 years)
- 27.12.2.** Generate the Request Letter for Lienholder Information

27.13. Section H

- 27.13.1.** Track the response to the Lienholder Information request (for unexpired lease term of more than 2 years)
- 27.13.2.** Generate the Request Letter for Lienholder Information

27.14. Section I

- 27.14.1.** Track the response to the Lienholder Information request (when the sale IS subject to the right of redemption, and the 120 day waiting period DOES NOT apply)
- 27.14.2.** Also handle when the sale is subject to Streets & Highways 8830
- 27.14.3.** Generate the Request Letter for Lienholder Information

27.15. Section J

- 27.15.1.** Track the response to the Lienholder Information request (when the sale IS NOT subject to the right of redemption, and the 120 day waiting period DOES apply)
- 27.15.2.** Also handle when the sale is subject to Streets & Highways 8830
- 27.15.3.** Generate the Request Letter for Lienholder Information

27.16. Section K

- 27.16.1.** Handle whether a minimum bid is required on the sale notice, and the effects of a State Tax Warrant and Writ of Execution Order to Sell a Dwelling
- 27.16.2.** Also handle when the sale is subject to Streets & Highways 8832

27.17. Section L

- 27.17.1.** Schedule the date and time of the sale, defining a Minimum Bid and Total Indebtedness
- 27.17.2.** Generate the Notice of Sheriff's Sale of Real Property (for either foreclosure or non-foreclosure sale) with variations for Writ of Sale or State Tax Warrant

27.18. Section M

- 27.18.1.** Schedule the date and time of the sale, defining a Minimum Bid and Total Indebtedness
- 27.18.2.** Generate the Notice of Sheriff's Sale of Real Property (for foreclosure since the sale is subject to the right of redemption)

27.19. Section N

- 27.19.1.** Schedule the date and time of the sale, defining a Minimum Bid and Total Indebtedness
- 27.19.2.** Generate the Notice of Sheriff's Sale of Real Property (for foreclosure, but without any reference to being subject to the right of redemption)

27.20. Section O

- 27.20.1.** Track the services to all the appropriate parties (judgment debtor, creditor, lienholders, persons in item #7 of the writ, and any third parties requesting notice)
- 27.20.2.** Track the posting at all necessary locations
- 27.20.3.** Generate Request for Legal Publishing
- 27.20.4.** Track three advertising publication dates

27.21. Section P

- 27.21.1.** Track the results of the sale when sold subject to the right of redemption, with purchase amount, whether the judgment was fully satisfied, whether a judgment bid was used, and prices paid for individual parcel(s)
- 27.21.2.** Enter purchaser name and address
- 27.21.3.** Generate Certificate of Sale of Real Property (with or without Transfer Tax Declaration), Deed (with or without Transfer Tax Declaration), Certificate of Redemption (with or without Transfer Tax Declaration), Notice to Judgment Debtor of Redemption, and Return on Writ of Sale
- 27.21.4.** Track recording of the Certificate of Sale and sending of Notice to Judgment Debtor and Return on Writ of Sale, along with all costs associated (and if there is an annexed Writ)
- 27.21.5.** Track the recording of the Sheriff Deed (if requested)
- 27.21.6.** Track attempts to redeem property, redemption amount, notifications and recordings
- 27.22. Section Q**
 - 27.22.1.** Track the results of the sale when NOT sold subject to the right of redemption, with purchase amount, whether the judgment was fully satisfied, whether a judgment bid was used, and prices paid for individual parcel(s)
 - 27.22.2.** Enter purchaser name and address
 - 27.22.3.** Generate Sheriff's Deed (with or without Transfer Tax Declaration), Return on Writ of Execution – Real Property Sale, Return on Real Estate Levy, and Return on Writ of Sale
 - 27.22.4.** Track the recording of the Sheriff Deed and Preliminary Change of Ownership Report
 - 27.22.5.** Distribute the proceeds of the sale
 - 27.22.6.** Track the costs associated with the Return on Writ of Execution – Real Property Sale (Dwelling) that was generated (and if there was an annexed Writ)
 - 27.22.7.** Track the costs and activity associated with a Return on Real Estate Levy that was generated
 - 27.22.8.** Track the costs and activity associated with the Return on Writ of Sale that was generated
 - 27.22.9.** Support variations for Writ of Sale and State Tax Warrant

28. Manage Personal Property Process

- 28.1.** Provide a Personal Property Interface that guides the user through the process of managing a Personal Property Levy (there was no similar feature in Sirron)
- 28.2.** Define the primary owner, additional owners and property description
- 28.3.** Provide details for Business and Vehicle Verification
 - 28.3.1.** Verification date and capture verification document (from Board of Equalization, DMV, etc.)
 - 28.3.2.** For vehicles, enter critical information like Year, Make, Model, Color, VIN, Odometer
- 28.4.** Manage Inventory process
 - 28.4.1.** Track Start Date/Time, and Deputy and Keeper in charge
 - 28.4.2.** For vehicles, automatically load information already entered during Vehicle Verification
 - 28.4.3.** For vehicles, capture Vehicle Inventory Form

- 28.4.4.** Enter quantity, description and Minimum Bid (optional) for each inventory item
- 28.4.5.** Capture pictures (optional) for each inventory item
- 28.4.6.** Create Sale Lots by grouping inventory items (Minimum Bid for the Lot is auto-calculated)
- 28.4.7.** Capture Inventory Sheets associated with the inventory process
- 28.4.8.** Print the Property Log, listing all inventory items (with minimum bids)
- 28.5.** Schedule Sale
 - 28.5.1.** Enter Sale Date / Time, Sale Address and optional Minimum Bid
 - 28.5.2.** Generate Sale Notice (optionally include inventory items within the notice or attached as a separate sheet)
 - 28.5.3.** On the Sale Notice, optionally include Firearms, Perishable, Pharmaceutical and Alcohol Disclaimers
- 28.6.** Manage Sale Event
 - 28.6.1.** Enter Start Date / Time, and Deputy, Sergeant, Clerk and Person Conducting Sale names
 - 28.6.2.** Add Bidders (either by selecting existing case participants, or adding new ones)
 - 28.6.3.** Add License information for bidders (to qualify for bidding on firearms) and maximum bid amounts (based on verified minimum deposit amounts brought by the bidder)
 - 28.6.4.** Start Sale button sets the start time
 - 28.6.5.** As each Sale Lot is sold, easily track each bid amount (system mandates that each entered bid is higher than the last, and only allows removal of the most recent bid)
 - 28.6.6.** System keeps track of the highest bid, and the minimum deposit allowed
 - 28.6.7.** Winning Bids are tracked for each Sale Lot sold, and the user can easily generate a Certificate of Sale document and Purchaser Verification Document for signature
 - 28.6.8.** The user can easily jump from the Sale Event page to the Levy Receivables page to receive the Deposit on Sale. The application then tracks (via Notifications) whether the eventual Balance on Sale was received, and prompts the user if this did not occur

29. Manage Accounts

- 29.1.** Provides a basic view of your "checkbook" (for the escrow account you manage)
- 29.2.** View the Account entries (both debit and credit) for any date range
- 29.3.** Search and find any check(s) by name, check number, category
- 29.4.** Consolidated checks (like Civil Revenue, etc.) can be printed individually
 - 29.4.1.** Details reports can be generated for each consolidated check showing all files/services that contributed to the totals
 - 29.4.2.** Checks can be printed at any interval (usually end of month) but can be configured to "lock down" monthly, weekly, and even daily
- 29.5.** Any check can be printed individually without going through the Disbursement process (with permissions)
- 29.6.** Insert VOID entries for damaged checks
- 29.7.** For offices with multiple Locations, Accounts can be filtered by Location

30. Manage Deposit Verification

- 30.1.** Daily review of all entered money (via Receiving, Ledger, etc.)

- 30.2.** Filter by individual cashier and/or Tender Type (can be useful when approving ACH transactions)
- 30.3.** For offices with multiple Locations, Deposits can be filtered by Location
- 30.4.** Deposits can be VOIDed if they don't match the actual received payment documents, and some information can be corrected and updated prior to final approval on this page (all VOIDS require a journal entry reason)
- 30.5.** Deposits can be approved and "Posted to Accounts" at your desired interval (usually daily)
- 30.6.** Generate Deposit Ledger reports (can be exported to Excel), grouped by Tender Type or File Type
- 30.7.** Generate Account Activity (and Detail) reports for Civil Revenue, Total Receivables, and Total Disbursements, with Prior and Next Day Trial Balance numbers
- 30.8.** Receipts can be reprinted by selecting a Deposit

31. Manage Reconciliation

- 31.1.** Monthly reconciliation with Bank Statement
- 31.2.** Shows all Credit and Debit activity that is non-reconciled
- 31.3.** For offices with multiple Locations, Reconciliation can be filtered by Location
- 31.4.** Simple check-box interface
- 31.5.** Auto-calculates cleared amounts and compares to entered Statement Balance as items are checked
- 31.6.** Supports import from many banks to reconcile Checks Written (Deposits must be manually reconciled)
- 31.7.** Generate reconciliation summary
- 31.8.** Can always generate a list of Outstanding Checks

32. Manage Disbursements

- 32.1.** A list of all Disbursements can be viewed and filtered, showing the date it was Created, the Funds Available Date, the Finalized Date, the Mailed Date (entered after checks are printed), and any Notes, along with a paperclip allowing you to view the actual check PDF (or check request report) that was produced
- 32.2.** Clicking on a completed Disbursement will allow the user to see a list of all the checks created, as well as edit the Mailed Date
 - 32.2.1.** Batch VOIDS can be done from this interface in the event of printer issues
 - 32.2.2.** A Positive Pay export can be created and uploaded to your bank (several formats supported)
- 32.3.** For offices with multiple Locations, Disbursements can be filtered by Location
- 32.4.** Only one Disbursement (per location) can be In Progress at any one time
- 32.5.** A new Disbursement can be created (if none are In Progress) by defining the Funds Available Date
- 32.6.** The user then initiates the process that identifies all Pending Receivables within the system
 - 32.6.1.** The user can choose to view these credits, which are listed with the Entry Date, File Number, Funds Available Date, Category and Amount
 - 32.6.2.** Our application identifies INDIVIDUAL credits that are available, not the TOTAL amount available within a given File/Levy.

- 32.6.3.** This allows us to create Creditor Payments for each Receivable, eliminating the need for you to manually SPLIT that check later in the process to maximize the \$12 fees that you can collect
- 32.6.4.** Credits that are “blocked” (will not be used) are highlighted and the reason is defined (On Hold, Bankruptcy, Active Levy Claim, Levy Ineffective/Invalid, Levy Closed/Terminated, Judgment Expired)
- 32.6.5.** The user can choose to click on any row and be taken to the ledger for this File, where perhaps the conditions can be resolved, and then the credit can be included
- 32.6.6.** This view allows regular review of credits that may be held up so that those conditions can be addressed
- 32.7.** The user then initiates the process that creates Pending Checks for review and printing
 - 32.7.1.** This logic involves applying county-specified criteria for minimum check amounts, the ability to combine smaller credits to exceed the minimum check amount, the ability to combine smaller credits with a larger check that is already being printed from that Levy, etc. in order to maximize the number of \$12 fees that can be collected, and minimize the number of checks actually be printed
 - 32.7.2.** Additional logic can allow checks below the normal minimum to be printed if there has been no further activity on that File for 180 days (or a specified number of days)
 - 32.7.3.** Creditor Payments are created, and the associated \$12 fees are also created, and any other checks (like queued Debtor or Creditor Refunds, Vendor Payments, Keeper Payments, etc.) are all generated into a list of Pending Checks
 - 32.7.4.** During this process, and until the Disbursement process is finalized, all the credits utilized are disabled on the individual File and Judgment Ledgers to prevent any changes being made during the check processing
 - 32.7.5.** The checks in the Pending Checks list will show the File Number, Payee, Amount, Levy Modification amount, Overpayment amount, and Last Received Amount
 - 32.7.6.** Any check can be removed from the list of Pending Checks during the evaluation of the checks
 - 32.7.7.** Any check can Edited from the list of Pending Checks, which will allow the check to be Split (any number of times), a \$12 fee to be skipped, etc.
- 32.8.** The user can then work their way through the grid listing of the checks, confirming that all looks correct, and choosing to include/exclude any check from being printed (using a checkbox).
- 32.9.** Clicking on a row will open the Judgment or File Ledger in a new tab, allowing for further research.
- 32.10.** As checks are included / excluded, a count of how many checks will be printed is updated in the Print Checks button
- 32.11.** A Check Verification report can be generated which will list the details of all the checks listed in the Pending Checks grid
 - 32.11.1.** This report includes information about the checks, along with (optionally) a list of the previous 5 checks, and (optionally) any active critical File Actions or disbursement File Actions
 - 32.11.2.** Red flags on this report include things like First Check, Bad Address, Missing Address, Levy Modification details, etc.
- 32.12.** For counties that require a Vendor ID for all payees, a Pending Check will be blocked and highlighted until this condition is corrected
- 32.13.** Checks that are greater than a specified amount will automatically be skipped within the check run until approved by a Supervisor. The supervisor is shown these checks in

a list. Clicking on the check will take the user to the File for further review before approval.

- 32.14.** For counties that have a large list of Pending Checks, a Filter field is provided to type in the File Number and find all checks that match the entered value
- 32.15.** For counties that have a large list of Pending Checks, the ability to skip a range of checks can be accomplished by entering a beginning and ending File Number. (If the starting File Number is left blank, all checks up to the ending File Number will be skipped. If the ending File Number is left blank, all checks after the starting File Number will be skipped.)
- 32.16.** When all review has been done, the Print Checks button will assign check numbers, and then present a confirmation dialog which will show the beginning/ending check numbers (which helps to retrieve the proper number of checks from the safe), and it will also generate a report of all checks about to be written (in check number order) for auditor confirmation
- 32.17.** If the user confirms that checks should be printed, the system will either generate a PDF of actual checks (using the specified county check format), or a PDF of a report called a "Check Request Report", which will list all pertinent information about the checks, and can be sent to the auditor controller (the latter is usually used when the sheriff's office does not print their own checks)
- 32.18.** If the user desires to cancel the Disbursement run, the Undo All button will remove all the Pending Checks, and the Disbursement run can even be deleted.
- 32.19.** For several counties, we have created a text/XML file formatted for upload to the auditor/controller

33. Manage Invoices

- 33.1.** For offices with multiple Locations, Invoices can be view/created per Location, or across all Locations
- 33.2.** Provides a way to simply do Court Billing (and also invoice other offices, if desired)
- 33.3.** Selecting the Waiver type (like Waiver – Bill Courts, or Waiver – Billable), and then entering a Date Range will return all of the costs that have been queued up during the selected time period
- 33.4.** The user can choose to uncheck any of the costs to exclude them from Invoice creation
- 33.5.** For Court Billing, clicking Create New Invoice(s) will create an invoice for each Court associated with the list of costs
- 33.6.** For other Billing, clicking Create new Invoice(s) will create a single invoice made up of all the listed costs, addressed to the entity associated with that Waiver category.
- 33.7.** A PDF of the Invoice(s) will also be generated which can be mailed
- 33.8.** A list view of all Invoices ever created can be filtered by All, Open, Closed
- 33.9.** Clicking on any Open invoice will display the particular costs associated with that Invoice.
 - 33.9.1.** The Invoice can be modified by checking/unchecking any of the costs in the list, and then the invoice can be regenerated
- 33.10.** When payment is received, simply click on the related Open invoice, and select the Receive Payment option
 - 33.10.1.** If the court has chosen not to pay particular costs, simply uncheck those costs in the list
 - 33.10.2.** Enter the amount of the payment

- 33.10.3.** Click the Apply Payment button, and if the payment amount equals the total of all the included costs in the list, then the appropriate deposit will be entered on each ledger to cover the costs
- 33.11.** Once payment is received and applied, the invoice is marked as closed

34. Accounting Reports

- 34.1.** For offices with multiple Locations, Reports can be run per Location, or across all Locations
- 34.2.** Reports can be run across any date range, with additional filter/grouping options
- 34.3.** All reports can be generated as PDF documents, or exported to Excel
- 34.4.** Deposits Approved & Batch Deposits (for mailing to attorneys, creditors, etc.)
- 34.5.** Deposits on Hold and Pending Refunds
- 34.6.** Receipts Received & Receipts Voided (also can be grouped by Payer)
- 34.7.** Checks Written, Checks Voided and Checks Stale Dated
- 34.8.** Disbursements grouped by Payee or by File Category
- 34.9.** Escrow (Trial Balance) grouped by Payer or by File
- 34.10.** Vendor Account activity (for 1099)
- 34.11.** File Ledgers by specific File Category, and also filtered by Open/Closed File status
- 34.12.** File Ledger activity over any date range
 - 34.12.1.** Choose any Civil Revenue categories to display (General Fund, Sheriff Trust Fund, Copies, etc.)
 - 34.12.2.** Waiver activity grouped by waiver categories, or for a specific waiver
 - 34.12.3.** Show only earned or not-yet-earned fees

35. System Reports

- 35.1.** For offices with multiple Locations, Reports can be run per Location, or across all Locations
- 35.2.** Reports can be run across any date range, with additional filter/grouping options
- 35.3.** All reports can be generated as PDF documents, and some exported to Excel
- 35.4.** Metrics and statistical reports
 - 35.4.1.** Files & Services that were Opened and Closed
 - 35.4.2.** Attempts & Completed Services
- 35.5.** Files Received
 - 35.5.1.** Group by File category and/or filtered by File Category
 - 35.5.2.** Sort by Date Received or File Number
- 35.6.** Active Services
 - 35.6.1.** Show only Expired Services
 - 35.6.2.** Filter by File and/or Service category
 - 35.6.3.** Sort by Expiration Date, File Number, Defendant Name, Service Address, Postal Code
- 35.7.** Completed Services
 - 35.7.1.** Filter by File and/or Service category
 - 35.7.2.** Sort by Served Date, File Number, Defendant Name, Service Address, Postal Code
- 35.8.** Temporary Restraining Orders

- 35.8.1.** List of all active Restraining Orders
- 35.9.** Levy Claims
 - 35.9.1.** List of all active Levy Claims (Claims of Exemption & Third Party Claims)
- 35.10.** Bankruptcy
 - 35.10.1.** List of all active Bankruptcies, with the option to also include Closed Bankruptcies
- 35.11.** Global Contacts
 - 35.11.1.** List of all system contacts (Agents, Courts, Keepers, Attorneys, Trustees, Vendors, etc.)
- 35.12.** Service Metric Reports (export to Excel)
 - 35.12.1.** List all Service metrics and Pending Service metrics across any date range
 - 35.12.2.** Group by Service category, File category, or Filing Source (counter, mail, etc.)
 - 35.12.3.** Filter by field staff
 - 35.12.4.** Show only completed Services
 - 35.12.5.** Show only Proof of Service metrics (filter by File Manager, with Assignment module)
 - 35.12.6.** Generate data for graphing trends across intervals (daily, monthly, yearly)
 - 35.12.7.** Open Services, Closed Services, Service Attempt trends
- 35.13.** File Metric Reports (export to Excel)
 - 35.13.1.** List all File metrics and Pending File metrics across any date range
 - 35.13.2.** Group by File category, or Filing Source (counter, mail, etc.)
 - 35.13.3.** Filter by File Manager (with Assignment module)
 - 35.13.4.** Show only completed Services
 - 35.13.5.** Show only Writ Return Metrics
 - 35.13.6.** Generate data for graphing trends across intervals (daily, monthly, yearly)
 - 35.13.7.** Open Files, Closed Files trends
- 35.14.** Event Trend Reports (export to Excel)
 - 35.14.1.** List event metrics across any date range with intervals (daily, monthly, yearly)
 - 35.14.2.** Filter by File Manager (with Assignment module)
 - 35.14.3.** Events include Checks Disbursed, Checks Disbursed per Category, Levy Single/Multi checks received, Memorandum of Returned Funds, Payoff Calculations sent, Returned Instructions sent, Employer Returns, Levy Modifications, Levy Releases, Bankruptcies, Levy Claims, Third Party Notices, Memorandum of Garnishees

36. Manage Batch Operations

- 36.1.** Batch Printing of Service Packets
 - 36.1.1.** Filter by File Category, Start & End Date, User, and whether to include already printed Services
 - 36.1.2.** Can individually select/deselect from results
 - 36.1.3.** Generates Trip Tickets (in one PDF) and Service Documents (if applicable, as another PDF)
- 36.2.** Batch Printing of Proof Packets
 - 36.2.1.** Filter by File Category, Start & End Date, User, and whether to include already printed Services
 - 36.2.2.** Can individually select/deselect from results

- 37.3.2.** The application allows the definition of Roles that group certain permissions that would most commonly apply to Users in those departments
- 37.3.3.** Roles can be assigned to a User, which will then assign all those permissions to that User (and then individual permissions can be removed, and other individual permissions can be added)
- 37.4.** As part of project implementation and data migration, all existing users will be migrated and configured with proper permissions

38. Manage Application Settings, Service Documents

- 38.1.** Provide an interface to set common application settings
 - 38.1.1.** Each setting provides a clear description which includes any specific options when there are multiple choices (more than just Yes/No, or a number or string value)
 - 38.1.2.** Settings such as the minimum check amount that requires approval, the minimum check amount to generate in the check disbursement process, default days of interest to add to a Bank Levy, name and address information for the civil bureau, etc.
- 38.2.** Provide an interface to manage the list of Service Documents
 - 38.2.1.** Documents names can be defined along with the number of documents that are referenced
 - 38.2.2.** Users can define which Service categories apply to a Service Document
 - 38.2.3.** Users can group Service Documents to allow for easier selection when entering Services (for instance, you may commonly receive a set of the same 5 documents all the time for Bench Warrants, so grouping them together means the user only needs to select the Group checkbox rather than clicking all 5 documents each time)
 - 38.2.4.** As part of project implementation and data migration, all existing Service Documents will be imported, and configured to only show for Service categories for which they have previously been used (this often reduces the list of Service Documents displayed on a Service significantly, showing only the categories that makes sense for that Service)

39. Document Scanning

- 39.1.** Provides a full document repository which supports scanning and attaching files from within the application
- 39.2.** Documents are captured within the context of the application (ie. Checks are captured when entering payments, Waivers are captured when receiving filings, Bankruptcy documents are captured when entering the bankruptcy details, Levy Claim documents are captured when entering a Claim of Exemption or Third Party Claim, etc.)
- 39.3.** The application can be configured to make capturing any document mandatory (or optional) at various points (some counties prefer to capture all checks received, and other counties only capture checks in certain situations)
- 39.4.** Documents are stored in a separate database repository from the application (for performance and storage flexibility) but automatically indexed to the appropriate Case / File / Service, etc.

40. Barcode Scanning

- 40.1.** Can be done from ANY page within the application

- 40.2.** Will take the user to the related Service, or to add a Service Action if the Service is not completed
- 40.3.** Within the Deputy Services module, easily allows field staff to “check out” Trip Tickets
- 40.4.** Barcodes are included on Trip Tickets, Employer Return, Garnishee Response, etc.

41. Notifications

- 41.1.** Notifications inform the user when due dates have expired (things like Writ Expiration, Levy Claim Notice of Opposition Overdue, Third Party Notice sent 15 days ago, Employer Return not received, etc.)
- 41.2.** When used in conjunction with the Assignment module, only the File Manager will be notified about events relating to their Files. Supervisors will be able to see notifications for all File Managers (and clear those notifications globally).
- 41.3.** Users can dismiss a notification, or snooze it for a period of time
- 41.4.** It will remain in the notification queue until dismissed by the user, or the conditions are resolved
- 41.5.** Clicking on the Notification will take the user to the appropriate location to resolve the issue

42. Deputy Services

- 42.1.** Auto-selects the deputy name from the dropdown list based on who is logged in (but also allow a supervisor to select any deputy name)
- 42.2.** Use barcodes to “check out” Services
 - 42.2.1.** As each Trip Ticket is scanned, the Service is added to the grid assigned to that deputy
 - 42.2.2.** A Service Action is also added to the Service showing that the paperwork is currently checked out and which Deputy has it
- 42.3.** Selecting another deputy name, and re-scanning the barcode will re-assign the paperwork to a new deputy
- 42.4.** Within the grid, the user can click on “Add Action” to be taken to the Service Action page to add an attempt / disposition for the Service.
 - 42.4.1.** However, re-scanning the trip ticket (and the end of a shift) will take the user to the Service Action page directly (and this can be done from anywhere within the application)
 - 42.4.2.** Once the Service Action is entered and saved, clicking Close will take the user back to the Deputy Services page
 - 42.4.3.** Even easier is to just scan the next trip ticket, which will refresh the Service Action page, but now within the new Service, where the next set of details can be entered (no need to go back and forth to the Deputy Services page)
- 42.5.** The grid will show live information regarding Eviction Bankruptcy (warning the deputy to hold off on the restoration, and correspondingly, instructing them to proceed if the internal staff have updated the Eviction Bankruptcy accordingly)
- 42.6.** An Export Addresses function is available to create a text file of all addresses included in the list of Services (including alternate addresses). These can be imported into routing software if desired.

43. File Assignment

- 43.1.** View the state of all Files in the system
- 43.2.** A Supervisor can filter the list by the type of Files (which can have priority orders, configured by your county), a Date range within which the Files were Received, and a Court Case or File Number
- 43.3.** From the list of Files that are returned, any or all of them can be selected, and then Assigned to a File Manager, who will “own” these Files from beginning to end
- 43.4.** The Supervisor can select the user to assign the Files to, or select the Auto-Assign option where more than one user can be selected, and the application will auto-balance the assignment across those users
 - 43.4.1.** The list of available users also shows the number of active files the user is currently managing
- 43.5.** Once assigned, files can also be unassigned or re-assigned as necessary
- 43.6.** When viewing Assigned Files, the user can filter by User name, and File Workflow and Service Workflow state
 - 43.6.1.** This view will return all Services showing whether they are in Pending, Open, Active, Closed or Rejected
 - 43.6.2.** By default, only Open Files will be included, but the user can choose to include Closed files as well
- 43.7.** A “My Files” interface allows a user to view all the Services on the Files assigned to themselves, with updated status information related to the File/Service.
 - 43.7.1.** Clicking on any row will take the user directly to the Service
- 43.8.** A File Workload dashboard allows the Supervisor to see the current list of all Files/Services assigned to each user (by Type)
 - 43.8.1.** Totals for Files/Services in each Workflow state are included
- 43.9.** Notifications can be directed only to File Managers, but Supervisors can view the Notifications for any user

44. Public Inquiry Website

- 44.1.** Users can access information by supplying the Court Case Number and associated File Number
- 44.2.** For General Services
 - 44.2.1.** Show Case information (court case number, case title, court, attorney, etc.)
 - 44.2.2.** Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)
- 44.3.** For Levy Services
 - 44.3.1.** Show Case information (court case number, case title, court, attorney, etc.)
 - 44.3.2.** Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)
 - 44.3.3.** Show Writ Information (Original Judgment Amount, Original Daily Interest, Writ & Judgment Expiration Dates, Writ Return Date)
 - 44.3.4.** Show Estimated Amount to Satisfy, Current Daily Interest, any Modification
 - 44.3.5.** Show Creditor Fees (deposited, applied, available, refunded)
 - 44.3.6.** Show Collection Information (Last Payment Date, Total Payment Received, Last Payout Date, Actual Mailed Date, Total Creditor Payout, Total Debtor Refunds)
 - 44.3.7.** Show List of Receivables (Received on Behalf of, Date, Amount,)
 - 44.3.8.** Show List of Disbursement (Paid To, Date, Amount, Check Number, Mailed Date)

45. Portal Base Module (*NOT INCLUDED IN CURRENT SCOPE OF WORK/LICENSE FEES BUT IS AN AVAILABLE OPTION AND MAY BE ADDED LATER FOR AN ADDITIONAL COST*)

- 45.1. This module becomes the primary landing page for all users to access the various E-Services available to the public. It also provides the foundation for all the additional add-on modules described below
- 45.2. This page will provide links to all publicly accessible sites, without the requirement to login
- 45.3. If the Public User Registration and Approval module is available, users will be presented with the opportunity to register as a new user, or login with existing registration information
- 45.4. Once logged in, additional sites will become available to the public user

46. Portal Public User Registration and Approval Module (*NOT INCLUDED IN CURRENT SCOPE OF WORK/LICENSE FEES BUT IS AN AVAILABLE OPTION AND MAY BE ADDED LATER FOR AN ADDITIONAL COST*)

- 46.1. This add-on module includes the ability for users to register with your public portal
- 46.2. In order to register, users must provide basic information about themselves (name, address, email) and select a username and password, along with answers to several “secret questions” (in order to later reset their password)
- 46.3. This password is stored encrypted at-rest.
- 46.4. Users must also agree to basic Terms and Conditions (as defined by your county)
- 46.5. Once registered, users will receive a confirmation email, which must be responded to before they are able to login
- 46.6. It is possible to require internal approval before access is allowed, although that is often reserved just for attorney access.
- 46.7. On the internal User Management site, internal staff have the ability to de-activate any registered user. This can allow the county to charge subscription fees, but then activate or de-activate users based on whether or not their subscription is paid in full.

47. Portal Attorney Registration and Approval Module (*NOT INCLUDED IN CURRENT SCOPE OF WORK/LICENSE FEES BUT IS AN AVAILABLE OPTION AND MAY BE ADDED LATER FOR AN ADDITIONAL COST*)

- 47.1. This add-on module includes the ability for attorneys to register with your public portal
- 47.2. In order to register, an attorney must provide basic information about themselves (name, address, email) and select a username and password, along with answers to several “secret questions” (in order to later reset their password)
- 47.3. This password is stored encrypted at-rest.
- 47.4. Additionally, an attorney must provide their State Bar Number and expiration date, along with the state they are licensed in.
- 47.5. Attorneys must also agree to basic Terms and Conditions (as defined by your county)
- 47.6. Once registered, attorneys will receive a confirmation email, which must be responded to before they are able to login
- 47.7. Generally, even after responding to the registration email, the attorney must be approved by internal staff (because they will often then have access to additional information).
- 47.8. It is also possible (and necessary) for internal staff to “map” the attorney to the internal Civil Court Contact that is used when associating this attorney to specific cases. This can later allow the attorney to submit Case Filings as themselves, and also

to access additional information (like attachments) on Cases where they are an active attorney.

- 47.9.** On the internal User Management site, internal staff have the ability to de-activate any registered attorney. This can allow the county to charge subscription fees, but then activate or de-activate attorneys based on whether or not their subscription is paid in full.

48. Portal E-Filing and Approval Module (*NOT INCLUDED IN CURRENT SCOPE OF WORK/LICENSE FEES BUT MAY BE ADDED LATER AT AN ADDITIONAL COST*)

- 48.1.** This add-on module requires the Portal base with either Public User or Attorney Registration or both.
- 48.2.** Once registered, users have the ability to submit Filings to the Sheriff's office.
- 48.3.** Registered users must create a payment profile using a credit card in order to file.
- 48.4.** Credit Card information is stored in a PCI-compliant warehouse using the Authorize.net Payment Gateway.
- 48.5.** The county may select from a number of Payment Processing vendors that work with Authorize.net
- 48.6.** Multiple Filings can be submitted at one time using a Shopping Cart.
- 48.7.** Users can see a history of their Filings and their current status.
- 48.8.** Once submitted, internal staff use an interface to approve or reject Filings after review of the attached documentation.
- 48.9.** Rejected filings generate an email to the user informing them of the reason for the rejection. Those Filings can be re-submitted for a defined period of time.
- 48.10.** Approved Filings generate an email to the user information them of successful processing, and the appropriate Case is created automatically in the internal Sheriff system, with corresponding File, Service(s) and Attachments.
- 48.11.** The county is able to define convenience fees which can be charged in addition to the standard filing fees, and any payment processing fees. Teleosoft does not add any fees for this service.

ATTACHMENT D**IMPLEMENTATION PLAN, ACCEPTANCE AND TESTING PROCEDURES**

- The Implementation Plan is to be developed jointly and agreed upon in writing by County and Contractor and shall include a high-level schedule, which is to be created and/or finalized during the Project Kick-Off. Once approved, the Implementation Plan will be deemed part of this Contract and will control the timeline for the Phases and Milestones for the Project.
- The Implementation Plan Template is as follows, but may be modified as agreed upon in writing by the County and Contractor:

Milestone	Description
Phase 1	
Introduction Call	<p>Introduction of project teams</p> <p>Schedule kick-off date</p> <p>Discuss action items to prepare for project kick-off</p>
Project Kick-Off (Project Team at Orange County)	<p>Contractor Project Team shall be on-site</p> <p>Review Project Implementation Plan and Schedule</p> <p>Meet with County's Civil Office, IT, Accounting, and other personnel as required</p> <p>Review Statement of Requirements and configuration options</p> <p>Collect any sample papers and reports unique to County</p>
Phase 2	
Base Hardware & Software Setup	<p>County to set up servers for CountySuite Sheriff</p> <p>County provides Sirron backup on server</p> <p>Contractor shall configure servers, test hardware and network connectivity</p> <p>Contractor shall install base configuration of CountySuite Sheriff</p>
Phase 3	
Initial Data Migration	<p>Contractor shall:</p> <p>Perform and verify a complete migration from current system to CountySuite Sheriff</p> <p>Provide matching Trial Balance report to verify accurate conversion</p> <p>Validate ledger balances</p> <p>Validate cases, files, services, reports, accounting, contacts</p> <p>Run as many test migrations as required to approval</p>
Phase 4	
Initial Training	<p>On-site training</p> <p>Complete end to end</p>

(Project Team at Orange County)	Help Documents for all processes
Configuration Updates	Review all the configurable options for the settings required for County
Acceptance Testing	Contractor shall begin acceptance testing
Validation	Through a provided process, including dual entry, validate county specific features, configuration, and data migration.
Final Validation & Training (Project Team at Orange County)	Final overview, accounting, and administrative training Review Go-Live plan
Phase 5	
Go Live (Project Team at Orange County)	Contractor shall be on-site Final data migration
Project Completion	Acceptance sign-off Introduction to support team and processes

ATTACHMENT E**ANNUAL MAINTENANCE AND SUPPORT**

Contractor shall provide the following Annual Maintenance and Support to County as follows:

Contractor shall have dedicated technical support available via telephone and/or online to resolve minor glitches that inhibit daily operations.

Contractor shall provide a method of tracking support requests with priority levels associated with time frames for response. Major priorities would include, but not be limited to, system-related changes, accounting issues, and interface issues with the Auditor-Controller. Minor priorities would include, but not be limited to, legislative updates and user trouble-shooting.

Contractors shall have the capability to provide twenty-four (24) hour turnaround on major issues and forty-eight (48) hour turnaround on minor issues.

Contractor shall offer updates, patches, fixes to the ACS at no additional cost to County.

Contractor shall use commercially reasonable efforts to provide modifications and/or upgrades to the ACS to retain compatibility with future Microsoft Office products.

Contractor shall utilize remote access to perform version updates to ACS. Client VPN software and Windows Remote Desktop access is required to all servers. Contractor shall communicate the enhancement update via Release Notes. Within the Release Notes, optional features are often specified which the County can choose to disable or enable.

Technical Support information:

Email: support@teleosoft.com

Phone: 717-747-2980 (press 2)
800-858-5563 (press 2)

ATTACHMENT F**STATEMENT OF REQUIREMENTS**

The Automated Civil System shall include the following requirements:

The following functional requirements are organized primarily by file category (e.g., Service of Documents, General Levies and Complex Levies) with ancillary functions as well (e.g., Accounting, Interruptions/Modifications, and Assignment). Level 1 is the macro-level view of the entire OCSD Civil Bureau process. Level 2 is a high-level view of each file category and ancillary function within the OCSD Civil Bureau. Level 3 is a micro-level view within each category, which specifies the components and capabilities of the ACS.

1.0 Service of Documents

- 1.1 File Creation
- 1.2 Service of Documents
- 1.3 Proof of Service
- 1.4 File Close

2.0 General Levies

- 2.1 File Creation
- 2.2 Service of Process/Certified Mail
- 2.3 Collection and Disbursement
- 2.4 File Close

3.0 Complex Levies

- 3.1 File Creation
- 3.2 Service of Process
- 3.3 Sale/Auction
- 3.4 File Close

4.0 Accounting

- 4.1 Accounts Management
- 4.2 Post Levy Payments
- 4.3 Balance Receipts
- 4.4 Pre-distribution Validation
- 4.5 Distribute Funds – Fees and Deposits
- 4.6 Distribute Funds – Levy Payments
- 4.7 File Close

5.0 Assignment

- 5.1 Assignment
- 5.2 Field Assignment Process

6.0 Interruptions/Modifications

- 6.1 Adjusted judgment or release
- 6.2 Bankruptcy
- 6.3 Claim of exemption
- 6.4 Non-sufficient fund (NSF) checks
- 6.5 Employer correspondence
- 6.6 Third party claim
- 6.7 Cancellation of service
- 6.8 Bankruptcy – Evictions

7.0 E-Services Overview

- 7.1 New File Registration
- 7.2 Registered User Login
- 7.3 Service of Documents/General Levy/Complex Levy Request
- 7.4 E-Payments/E-Distribution

8.0 Document Management

- 8.1 Document Management System
- 8.2 Scan and Index
- 8.3 Document Security and Administration

9.0 Non-Workflow Requirements

- 9.1 File Stages
- 9.2 Reports
- 9.3 Position Types
- 9.4 Management Information
- 9.5 Administrative and Reference Data
- 9.6 Electronic Data Interchange (EDI)
- 9.7 Data Conversion (Migration)

10.0 Non-Functional Requirements

- 10.1 Navigation
- 10.2 Security and Administration
- 10.3 Scale ability
- 10.4 Performance Requirements

11.0 Technical Requirements

- 11.1 Capacity
- 11.2 Flexibility
- 11.3 Integrity
- 11.4 Maintainability
- 11.5 Performance
- 11.6 Reliability
- 11.7 Security
- 11.8 Usability

1.0 Service of Documents

Service types categorized as “Service of Documents” include:

- Bench Warrant
- Claim and Orders
- Evictions
- Hearing Date Services
- Miscellaneous
- Orders of Examination
- Requests for Orders
- Restraining Orders
- Subpoenas
- Summons & Complaint

Functional Requirements – Service of Documents

ACS shall allow for the process flow for the service of documents which shall begin as information is provided through e-filing with the OCSD Civil Bureau or manually filed by mail or the intake window.

The application consists of a linear process of activities and events following a request for service of documents. The process structure is:

- 1.1 File Creation
- 1.2 Serving Documents
- 1.3 Proof of Service
- 1.4 File Close

Level II

1.1 File Creation

ACS shall allow new files to be created when documents are received by e-filing, at the counter, or through the mail. If a case is filed at the counter, the filing party must be able to make a payment and be given a receipt without a new file being fully created and receiving a file number. Instead, ACS must generate a transaction registration number and the remainder of the data entry and assignment of a file number occurs later.

Functional requirements for File Creation process shall include the following workflow processes:

- 1.1.1 Receive Documents
- 1.1.2 Source
- 1.1.3 Court Case Number and Filer Name
- 1.1.4 Assign Case Manager
- 1.1.5 Service Type
- 1.1.6 Documents and Instructions
- 1.1.7 Cashiering Fees
- 1.1.8 ACS File Number
- 1.1.9 Auto-Generate Trip Ticket

1.2 Service of Documents

Once a file is created, the Field Services Unit serves documents (see service types listed above) personally or by substitute service. ACS shall allow the Field Services Unit to carry out and log service attempt(s).

The system shall have data fields and allow for tracking of the following activities that occur during this process:

- Schedule (or open) a service activity
 - Log service attempt(s)
- The logging of one unsuccessful service attempt shall generate another service attempt activity
 - Substitute Service (optional)

For eviction files, the system shall have data fields and allow for tracking of the following activities that occur during this process:

- Schedule (or open) the service activity (this will create two activities: posting and eviction)
 - Log service attempt(s) for each activity (posting and eviction)
- The logging of one unsuccessful service attempt shall generate another service attempt activity

Functional requirements for the process of Service of Documents shall include the following workflow processes:

- 1.1.1 File Creation
- 1.2.1 Generate Route
- 1.2.2 Log Service Attempt
- 1.2.3 Successful
- 1.2.4 Fee Transfer to Revenue Account
- 1.2.5 Eviction Restoration Needed
- 1.2.6 Schedule Eviction w/Landlord
- 1.2.7 Final Attempt
- 1.2.8 Substitute Service

1.3 Proof of Service

Following successful/unsuccessful service, ACS shall create and process confirmation of the service through a proof of service and refund any unused fee or deposit.

The system shall have data fields and allow for tracking of the following activities that occur during this process:

- Complete Proof of Service
- Close activity

For eviction files, system shall have data fields and allow for tracking of the following activities that occur during process:

- Complete Return on Writ
- Close Activity

Functional requirements for documentation of the Proof of Service shall include the following set of workflow processes:

- 1.1 File Creation
- 1.2 Service Documents
- 1.3.1 Electronic Signature
- 1.3.2 Batch Proof of Service File
- 1.3.3 Auto Log Proof of Service Close

1.4 File Closure

Functional requirements for file closure shall include the following set of workflow processes:

- 1.1 File Creation
- 1.2 Serving Documents
- 1.3 Proof of Service
- 1.4.1 File Close List
- 1.4.2 File Close
- 1.4.3 Service Document Errors
- 1.4.4 Reopen
- 1.4.5 Archive

Level III

1.1 File Creation

1.1.1 Receive Documents

ACS must create a new file at New File initiation by an authorized user. A new file must be identified by the following:

- System-generated random alpha-numeric number with a default date and time stamp displayed in an adjacent field (not editable; prior to file creation, a new registration may be cancelled with a cancel reason; after file creation, the file can only be closed administratively by Supervisor approval following the same accounting reconciliation as for any active file – i.e., the file amounts owed, received and due must equal \$0).

File creation will be triggered by the receipt of a file by means of electronic filing (e-filing) or by mail to the OCSD Civil Bureau. The trigger will be determined by the service type and shall be managed and built by the OCSD Civil Bureau and the chosen developer during the integration-build process.

1.1.2 Source

ACS must identify the source of file creation:

- Counter (manual, user selection)
- Mail (manual, user selection)
- E-Filing (auto default for e-filing service requests)

1.1.2a E-Filing

- ACS file creation steps following an e-filing must exactly replicate manual file creation processes, except that the data and documents submitted in the e-filing must be auto-populated by ACS and be editable prior to File Creation.
- ACS must follow a separate workflow if filed over the counter. If filed over the counter, the file moves through 1.1.3 and 1.1.3a, 1.1.3b, 1.1.3c. All other files proceed to 1.1.4.

1.1.3 Court Case Number and Filer Name

ACS must enable the counter clerk to add the following into ACS:

- Court case number
- Filer name

Once the case number and filer name have been entered, ACS shall enable the counter clerk to submit the file to the clerical unit by selecting “Assign Case Manager.”

1.1.3a Maintain Table of Fees and Deposits

ACS must maintain a table of fees and deposits associated with each service/levy type. The table must be accessible from the counter and for reference at file initiation and must be used to generate the fee amounts at file creation.

1.1.3b Receipt

ACS must enable the counter clerk to print a receipt with the registration number (assigned in 1.1.1) for office documentation. The receipt for fees paid by the individual dropping off the documents at the counter must include at minimum:

- Receipt number
- Date
- Court case number
- Registration number
- Filer name
- Payment type
- Payment amount

- Payee information

ACS shall allow for the recording of all financial transactions in the accounting system and tracked against the Registration Number. See 4.2 processes for business rules related to filing fees and receipts.

1.1.3c Sticker

ACS must enable the counter clerk to print a sticker with the registration number (assigned in 1.1.1). The sticker must include at minimum:

- Registration Number
- Court Case Number

1.1.4 Assign Case Manager

ACS must randomly auto-assign a case manager/clerk to the new file, if originating at the Counter. ACS must automatically default to the case manager/clerk who initiated the file, if manual or by e-filing. See 5.1 Clerk Assignment for rules. Case manager or clerk assignment (5.1) is overseen and managed by the Civil Supervisor, although automatically generated by ACS.

ACS must enable files to be assigned and confirmed in batch or assigned and confirmed individually.

1.1.4a Re-Assignment

ACS must allow either the Supervisor to reassign or another case manager to take over assignment of a previously assigned case manager's file or batch of files in order to view and edit the files on an ad hoc basis. ACS should not permit the assigned case manager to reassign their files to another case manager.

1.1.4b Case Management Assignment

ACS must track file assignment for the purposes of active file management and for business intelligence (management information) by the most recently assigned case manager. Once a file has been assigned, ACS must place the file by Registration number or file number on the case manager's My Files list.

1.1.4c Court Case Number & ID

ACS must allow the file to be edited by the assigned case manager to add the following:

- Court case number
- Court identification (pre-determined LOV + free text field)

1.1.4d Plaintiff(s) & Defendant(s) Names & ID

ACS must enable the authorized user to identify the plaintiff(s), defendant(s) with structured datasets. ACS must force the case manager to first attempt to match any parties (plaintiff (s), defendant (s), etc.) to the case from existing parties in a separate table of Contacts, both registered and unregistered. This rule must apply to all filing methods, including e-filing. Selection of an existing party shall include a lookup match or search on all alpha and numeric data fields with the match results displayed in highest to lowest order. All party information shall include, at minimum, the following in a separate table:

Filtered list of party (ies) by organization or person

- Random, system generated Contact ID (mandatory)
- Name of party (mandatory, editable after file creation, no write over)
- If organization, type of agency or organization (e.g. government agency, company)
- If organization, contact person name(s) at agency/organization (mandatory, if agency or organization)
- Address(es) of party (one is mandatory)
- Telephone number(s) of party (one is mandatory)

- Email address of party (optional)
- Other identifying information (optional free text field, size to be determined)

If no match is found, ACS must allow the case manager to enter information for a new party. ACS must enable the above requirement at file initiation and at any time during the life of the file when party information may be added (e.g. due to re-levy) or modified. ACS must enable modifications to all Contact information without ever deleting prior data. ACS must have a two-step validation to confirm that the authorized user intends to modify party information.

1.1.5 Select Service Type

ACS must identify which type of service is being requested. A drop down menu will offer the following options, or ACS must display the service type from e-filing. The service type must be editable until file creation. After file creation, the service type may only be modified by the manual invocation of re-file by an authorized user:

- Bench Warrant
- Debtor/Creditor Claims
- Evictions
- Hearing Date Services
- Miscellaneous
- Orders of Examination
- Requests for Orders
- Restraining Orders
- Subpoenas
- Summons & Complaint
- Summons & Petition
- [free text]

ACS shall allow each option to determine the necessary documents and instructions that need to be attached and the required next steps for file management.

1.1.6 Documents and Instructions

ACS must enable the case manager to scan and attach the respective documents and instructions to the ACS file, if not yet added by means of e-filing. At ACS file number (see 1.1.8 below), the validation can only be against the naming of mandatory documents, not the actual scanned documents themselves. An index of document types to be attached with each Service of Documents type shall be provided during the design phase.

1.1.7 Cashiering Fees

ACS must have a defined fee schedule by service type. The fee schedule must be provided in an administrative tool that is easily maintained and edited by service type (see 1.1.2). ACS must permit fee collection to be confirmed in the file and transmitted to accounting staff (4.0) for processing. ACS shall not permit acceptance of partial payments. The fee amount must be displayed and indicated as:

- Paid
- Waived

If the fee amount is waived, ACS must:

- Require the user to enter a reason for waiver
- Attach document titled "Court Waiver," and
- Auto-change the amount owed to \$0.

1.1.7a Print Receipt

After confirmation and receipt of the appropriate fees, ACS must permit authorized users to print a receipt to include at minimum:

- Date
- Payment information
- Payee information

1.1.8 ACS File Number

After completion of file creation steps, ACS must automatically validate against mandatory fields and data sets and generate and assign a file number at the manual selection of Create File Number, which will be concatenated from the following data sets, each of which will be separated from the other by a dash:

- Civil Bureau ID
- File Type
- Year
- File Number starting with 0001 for each file type on January 1 of each year

ACS validation must result in system identification to the user of missing mandatory data from steps 1.1.1 through 1.1.7a. Until an ACS File Number is generated, ACS must not permit any further editing to the file, beyond file creation data.

1.1.9 Auto-Generate Trip Ticket

ACS must enable the following: Assignment of an ACS File Number must trigger the generation of a Field Services Trip Ticket. Each Service of Documents service type will require the delivery of documents. File details must be provided to Sheriff's Deputies in the form of a Trip Ticket including the following information:

- Case Title
- Recipient Name
- Recipient Address (description, if provided)
- Identification Information
- Service Type/What to Serve
- List of Relevant Documents
- Case Manager Notes/Comments
- Serve-By Date

1.1.9a Trip Ticket/Service Document

After generating a Trip Ticket, ACS must permit clerical staff to print, from a single button, the Trip Ticket and the service documents for e-filed cases from a queued list of documents automatically generated by ACS. If not e-filed, ACS must permit clerical staff to attach received documents.

1.2 Service of Documents

1.2.1 Generate Route

ACS must enable the Trip Ticket and service document to be sent to the Field Services Department for auto-assignment.

For Service of Documents to commence, ACS must auto-assign a deputy or Sheriff's Technician.

Following posting, ACS must return files from 1.2.5 to 1.2.1 if Eviction Restoration is required.

1.2.2 Log Service Attempt

At the completion of a service attempt, ACS must permit the deputy/process server to select from two options and enter the following data before moving on to the next service:

- Service Successful
 - Name of who was served
 - Type of Service (i.e. personal or subservice)

- Name of “served on behalf of” (system-generated list of Defendants)
 - If Name of person served is different from “served on behalf of,” then mandatory Reasons field with list of pre-selected values (to be determined) and a mandatory free text field for Other
- Service Unsuccessful
 - Reasons field with list of pre-selected values (to be determined) and a mandatory free text field for Other

ACS shall permit manually typed or voice-activated notes of service attempt(s) to be listed in a free text field. A “Service Complete” button shall timestamp the end of the service. ACS shall permit an incomplete service to be carried over to the Field Services unit for the following day.

1.2.2a Service Attempt Notes

ACS must provide a notes function to document “what happened.” ACS must permit the notes to be entered in a free text field via manual data entry or by voice activation, with editing enabled of the system-generated text.

1.2.2b Service Complete

ACS must enable a “Service Complete” button which must timestamp the end of the service. An incomplete service must be carried over to the Field Services unit for auto-assignment on the following day. ACS must default to the same field services officer for assignment.

1.2.3 Successful

ACS workflow must proceed to 1.2.4 for a successful service. For an unsuccessful service, the file workflow must proceed to 1.4.2.

1.2.4 Fee Transfer to Revenue Account

If service was successful, ACS must automatically transfer the fee paid for service to the revenue account, and the activity/transaction entered, and auto date and time stamped.

1.2.5 Eviction Restoration Needed

If an eviction posting is successful, ACS must prompt the file to move to 1.2.5 and 5.2. If a non-eviction case is successful, ACS must route the workflow onto 1.3.

1.2.6 Schedule Eviction with Landlord

If this is an eviction restoration, ACS must require the assigned deputy to schedule an eviction with the landlord, which the system must display on the service list for the assigned deputy only on the date and time scheduled. The process must then return to 1.2.1.

1.2.7 Final Attempt

The selection of “Unsuccessful” must trigger ACS to route the file depending on whether this is the final attempt (as allowed by the service type). Business rules for number of service attempts are defined by the Civil Bureau rules and ACS shall permit them to both be set in an administrative table by the Civil Bureau and be overridden on an ad hoc basis by the assigned Deputy or Sergeant.

If another attempt at service is allowed, ACS must reroute the file in the workflow back to enter the deputy’s/process server’s queue again for service.

1.2.8 Substitute Service (Yes/No)

If a final attempt at service has been made, ACS must then prompt the Deputy to answer whether substitute service is allowable. If Allowable (Yes), ACS must route the workflow to Automated Mailer. Business rules regarding substitute service by file type are dependent on a number of factors, but ACS must enable an editable administrative table with a simple yes/no toggle by file type for

substitute service. The yes/no shall be defaulted by business rule, but the Deputy must be able to manually override the business rule.

If substitute service is not allowable, ACS must route the workflow to Proof of Service (1.3).

1.2.8a Automated Mailer

If substitute service is allowable, ACS must generate an automated mailer of all documents to be sent to the Defendant. The mailer must aggregate required documents (see 1.1.6 above).

1.2.8b Service Documents Notification

ACS must enable the printing of the service documents and auto-generate automated mailer to be sent to the Defendant(s). ACS must enable print on demand of the report and notification by the following method:

Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

1.3 Proof of Service and Return on Writ of Possession

1.3.1 Electronic Signature

If service is successful, see 1.2.3 above, or upon return of certified proof of receipt for substitute service, ACS must require an electronic signature before submitting a Proof of Service (POS). Business rules regarding electronic signature must be editable by the Civil Bureau, using a simple Yes/No toggle by file type. If an ink signature or notary is required, the Civil Bureau will select No, and ACS will not require an electronic signature by the Deputy, who performed the service.

1.3.1a Proof of Service Notarization

ACS will mandate a checkbox to note the printing and signing of a document by the Field Services Officer, when an ink signature or notary is required.

1.3.2 Batch POS File

ACS must enable the following: All signed files must trigger a POS (or Return on Writ for eviction files) which will be batched for printing if desired.

ACS must enable the sending of a POS according to the following schedule:

Plaintiff/Petitioner via Email for registered eFiler (auto email form template)
via US Mail for manual filer (hardcopy with auto label and metered postage)

Court where case filed via US Mail (current mandatory requirement)
via document transfer for registered Agency

1.3.2a Proof of Service

If a POS needs to be mailed, ACS must prompt a POS individual print or batch print for mailing from a single button for all queued files. The POS/Return on Writ are pre-configured documents from active data sets on each file.

1.3.3 Auto Log POS/Return on Writ Close

ACS must enable the following: The printing of a POS must automatically close the Service activity.

1.4 File Close

1.4.1 File Close List

ACS must add all closed POS files to a File Close List which must enable the case managers to close the files in a batch process.

1.4.2 File Close

ACS must enable the following: Files can only be closed by manually clicking a “File Close” button. ACS must enable files to be closed individually or in batch. Once closed, a file cannot be edited or altered, without clicking the “Reopen” button (see below). ACS must validate against the following activities in order to close a file; and must display any validations to the user.

- Proof of Service Signature
- Distribution of Service of Documents

1.4.3 Service Document Errors

If the service document contains errors, ACS must permit the case manager to be able to reopen and edit the service information. ACS shall allow the POS to be re-signed and re-distributed per all of the above steps.

1.4.4 Reopen

ACS will enable a “Reopen” button to appear after a file has been closed. ACS shall permit only authorized users to click the Reopen button. If the Reopen button is selected, ACS must place the file on an Active list for the assigned case manager to modify the service details.

1.4.4a Reopened Reassignment

As with all active cases, ACS must allow the Supervisor to reassign or another case manager to take over assignment of a previously assigned case manager’s file or batch of files in order to view and edit the reopened files on an ad hoc basis. ACS shall not permit the assigned case manager to reassign their cases to another case manager. ACS must track file assignment for the purposes of active file management and for business intelligence (management information) by the most recently assigned case manager.

1.4.4b Reopened Workflow

ACS must enable a reopened workflow with only the following activities required to close a file:

- Signature
- Distribution of Service of Documents.

1.4.4c Reopened Case Management

ACS must track reopened file assignment for the purposes of active file management and for business intelligence (management information) by the most recently assigned case manager. Once a file has been assigned, ACS must place the file by Registration number or file number on the case manager’s My Files list.

1.4.5 Archive

ACS must make closed files separately accessible from active files.

2.0 General Levies

Service types included within “General Levies” category include:

- Registered Process Server
- Earnings Withholding Order
- Third Party/Bank Levy

Functional Requirements – General Levies

The process flow for general levies begins as information is provided when a file is e-filed with the OCSD Civil Bureau or manually filed at the OCSD Civil Bureau by mail or at the intake window.

ACS shall consist of a linear process of activities and events following a request for service of documents. The process structure is:

- 2.1 File Creation
- 2.2 Service of Process/Certified Mail
- 2.3 Collection and Disbursement
- 2.4 File Close

Level II

2.1 File Creation

ACS shall allow new files to be created when documents are received by e-filing, at the counter, or through the mail. If a file is filed at the counter, ACS must allow the filing party to make payment and be given a receipt without a new file being fully created and receiving a file number. Instead the file is given a transaction registration number and the remainder of the data entry and assignment of a file number occurs later. ACS shall allow the file to be served by a RPS or OCSD Civil Bureau personnel.

Functional requirements for General Levy File Creation shall include the following workflow processes:

- 2.1.1 Receive Documents
- 2.1.2 Counter
- 2.1.3 Court Case Number and Filer Name
- 2.1.4 Re-Levy on Same Case
- 2.1.5 Assign Case Manager
- 2.1.6 Court Case Information
- 2.1.7 Party Information Creditor/Debtor
- 2.1.8 Select Service Type
- 2.1.9 Select Levy Type
- 2.1.10 Garnishee Information
- 2.1.11 Documents and Instructions
- 2.1.12 Cashiering Fees
- 2.1.13 ACS File Number

2.2 Service of Process

For General Levies, once a file is created, ACS must allow for tracking documents personally served by a Field Services Unit member, by certified mail, or by RPS.

The system shall have data field and allow for tracking of the following activities:

- Schedule (or open) a service activity
- Log service attempt(s)
 - Logging one service attempt as unsuccessful generates another service attempt activity

Functional requirements for documentation of the Service of Process and Certified Mail shall include the following workflow processes:

- 2.1 File Creation
- 2.2.1 Registered Process Server
- 2.2.2 POS Filed w/n 5 Days of Service
- 2.2.3 Send Notice of Termination to Garnishee

- 2.2.4 Personal Service
- 2.2.5 Certified Mailer
- 2.2.6 Verified Address
- 2.2.7 Successful
- 2.2.8 Record Green Card
- 2.2.9 Auto-Generate Trip Ticket
- 2.2.10 Generate Route
- 2.2.11 Log Service Attempt
- 2.2.12 Successful
- 2.2.13 Fee Transfer to Revenue Account
- 2.2.14 Final Attempt
- 2.2.15 Hold Writ Full Term
- 2.2.16 Writ Return
- 2.2.17 Unsuccessful Service Notification
- 2.2.18 New/Mod Instructions Pre-Term
- 2.2.19 Third Party/Bank Levy
- 2.2.20 Mail Levy Docs to Debtor

2.3 Collection and Disbursement

During this stage of processing general levies, service has been completed and the case manager and accounting staff process documentation and payments.

The system shall have data fields and allow for tracking of the following activities:

- Document successful service
- Close the activity

Functional requirements for documentation for the Collection and Disbursement process shall include the following workflow processes:

- 2.1 File Creation
- 2.2 Service of Process and / or Certified Mail
- 2.3.1 Receipt of Garnishee Response
- 2.3.2 Safe Deposit Box
- 2.3.3 Effective Levy
- 2.3.4 Third Party
- 2.3.5 Notify Third Party
- 2.3.6 Third Party Claim Filed
- 2.3.7 Demand Letter to Garnishee
- 2.3.8 Deposit Payments
- 2.3.9 Judgment Satisfied/Writ Expired
- 2.3.10 Hold Writ Full Term (HWFT)
- 2.3.11 New/Mod Instructions Pre-Term
- 2.3.12 Generate and Email Writ Return

2.4 File Close

Functional requirements for documentation for closing a file shall include the following workflow processes:

- 2.1 File Creation
- 2.2 Service of Process/Certified Mail
- 2.3 Collect/Disburse
- 2.4.1 File Close List
- 2.4.2 File Close
- 2.4.3 Writ Return Errors
- 2.4.4 Reopen
- 2.4.5 Revise and Email Writ Return

2.4.6 Archive

Level III

2.1 File Creation

ACS shall allow new files to be created when documents are received by e-filing, at the counter, or through the mail. If a case is filed at the counter, the filing party must be able to make a payment and be given a receipt without a new file being fully created and receiving a file number. Instead, ACS must generate a transaction registration number and the remainder of the data entry and assignment of a file number occurs later.

2.1.1 Receive Documents

ACS must create a new file at New File initiation by an authorized user. A new file must be identified by the following:

- System-generated random alpha-numeric number with a default date and time stamp displayed in an adjacent field (not editable; prior to file creation, a new registration may be cancelled with a cancel reason; after file creation, the file can only be closed administratively by Supervisor approval, following the same accounting reconciliation as for any active file – the file amounts owed, received and due must = \$0).

ACS file creation will be triggered by the receipt of a file by means of electronic filing (e-filing) or by mail to the OCS D Civil Bureau. The trigger will be determined by the levy type and shall be managed and built by the OCS D Civil Bureau and the chosen developer during the integration build process.

ACS shall allow files received by mail to be manually entered into ACS by the case manager.

See e-filing requirements for all file creation steps following an e-filing.

2.1.1a Source

ACS must identify the source of file creation:

- Counter (manual, user selection)
- Mail (manual, user selection)
- E-Filing (auto default for e-filing service requests)

2.1.1b E-Filing

ACS file creation steps following an e-filing must exactly replicate manual file creation processes, except that the data and documents submitted in the e-filing must be auto-populated by ACS and be editable prior to File Creation, step 1.1.2a.

2.1.2 Counter

ACS must follow a separate workflow if filed over the counter. If a file is presented at the counter, the file moves through 2.1.3 and 2.1.3a, 2.1.3b. All other files proceed to 2.1.4.

2.1.3 Court Case Number and Filer Name

ACS must enable the counter clerk to add the following.

- Court case number (editable after file creation, no write over, prior edits listed)
- Filer name (editable after file creation, no write over, prior edits listed)

Once the case number and filer name have been entered, ACS shall permit the counter clerk to submit the file to the clerical unit by selecting “Assign Case Manager.”

The counter clerk shall add the court case number and filer name into ACS. This will produce a registration number. Once the file has been entered, ACS shall permit the counter clerk to submit the file to the clerical unit by selecting “Assign Case Manager.”

ACS shall automatically give a system-recorded time stamp to all files.

2.1.3a Receipt for Fees

ACS must enable the following: The counter clerk can print a receipt with the registration number (assigned in 1.1.1) for office documentation. The receipt for fees paid by the individual dropping off the documents at the counter must include at minimum:

- Receipt number (mandatory)
- Date (mandatory)
- Court case number (mandatory)
- Registration number (mandatory)
- Filer name (mandatory)
- Payment type (mandatory)
- Payment amount (mandatory)
- Payee information (mandatory)

ACS shall allow all financial transactions to be recorded in the accounting system and tracked against the Registration Number. See 4.2 processes for business rules related to filing fees and receipts.

2.1.3b Sticker

ACS must enable the counter clerk to print a sticker with the registration number (assigned in 1.1.1). The sticker must include at minimum:

- Registration Number (mandatory)
- Court Case Number (mandatory)

2.1.4 Re-Levy on Same Case?

If a re-levy on the same case, ACS must enable the user to edit the below information, but all information should already be included. For a re-levy, ACS workflow must skip to 2.1.8 (Select Service Type), although all data will be editable per the business rules. If it is not a re-levy, the file workflow moves to 2.1.5.

2.1.5 Assign Case Manager

ACS must randomly auto-assign a case manager/clerk to the new file, if originating at the Counter. ACS must automatically default to the case manager/clerk who initiated the file, if manual or by e-filing. See 5.1 Clerk Assignment for rules. Case manager, or clerk, assignment (5.1) is overseen and managed by the Clerical Supervisor, though automatically generated by ACS.

Files may be assigned and confirmed in batch or assigned and confirmed individually. Once a file has been assigned and confirmed, it is placed on the case manager’s caseload list.

2.1.5a Re-Assignment (see section 5.0)

ACS must allow the Supervisor to reassign; or must allow another case manager to take over assignment of a previously assigned case manager’s file or batch of files in order to view and edit the files on an ad hoc basis. The assigned case manager cannot reassign their files to another case manager.

2.1.5b Case Management Assignment

ACS must track file assignment for the purposes of active file management and for business intelligence (management information) by the most recently assigned case manager. Once a file has

been assigned, ACS must place the file by Registration number or file number on the case manager's My Files list.

2.1.6 Court Case Information

ACS must enable the following: The file must now be editable by the assigned case manager. This person must be required to add the following, if not yet added at e-filing:

Court case number +

Court information is taken from the Writ of Execution (California Judicial Council Form EJ-130), which is issued by the court and is the authority for the OCSD Civil Bureau to perform a levy. The information (data) that ACS must capture is from items 3-24 of the Writ:

- Item 3 – name of judgment creditor or assignee of record and that person's designation (Creditor)
- Item 4 – name, address and type of legal entity of judgment debtor (Debtor)
- Item 5 – date judgment entered
- Item 6 – date judgment renewed
- Item 7 – whether a notice of sale has been requested
- Item 8 – whether there is joint debtor information in item 23
- Item 9 – whether there is information in item 24
- Item 10 – whether the writ is issued on a sister-state judgment
- Items 11-18 – financial details of the judgment and any credits or costs accrued after judgment
- Item 19 – directions to the OCSD Civil Bureau to add daily interest and/or pay costs directly to the court
- Item 20 – whether there is an attachment 20 identifying different financial details for each debtor
- Item 21 – information about additional judgment debtors (see item 4) (Additional Debtor(s))
- Item 22 – name and address of person who has requested a notice of sale
- Item 23 – if there is a joint debtor, date the debtor was bound to the judgment and name, address and type of legal entity of joint debtor(s) (Joint Debtor(s))
- Item 24a – if a writ of possession of real property, date complaint was filed; whether Prejudgment Claim of Right to Possession was served; and if not, the daily rental value of the property and the upcoming court hearing date
- Item 24b – if a possession of personal property, whether the value of the item is acceptable as a substitute for the property
- Item 24c – whether the writ is for sale of personal property
- Item 24d – whether the writ is for sale of real property
- Item 24e – description of the property

2.1.6a Any interest calculations required by the writ must be calculated and maintained throughout the life of the case and be reflected in any transactional report done on the case at any time.

2.1.6b ACS must also track from the initiation of the file the writ expiration date according to CA law. ACS must enable a writ expiration table that can be maintained by the OCSD Civil Bureau.

2.1.7 Party Information Creditor/Debtor

ACS must enable the authorized user to identify the creditor(s), creditor (s) and any other party(ies) with structured datasets. ACS must force the case manager to first attempt to match any parties (creditor(s), debtor(s), etc.) to the case from existing parties in a separate table of Contacts, both registered and unregistered. This rule must apply to all filing methods, including e-filing. Selection of an existing party shall include a lookup match or search on all alpha and numeric data fields with the match results displayed in highest to lowest order. All Party information shall include at minimum the following in a separate table:

Filtered list of party(ies) by organization or person
 Random, system generated Contact ID (mandatory)
 Name of party (mandatory, editable after file creation, no write over)
 If organization, type of agency or organization (e.g. government agency, company)
 If organization, contact person name(s) at agency/organization (mandatory, if agency or organization)
 Address(es) of party (one is mandatory)
 Telephone number(s) of party (one is mandatory)

- Email address of party (optional)
- Other identifying information (optional free text field, size to be determined)

If no match is found, ACS must allow the case manager to enter information for a new party. ACS must enable the above requirement at file initiation and at any time during the life of the file when party information may be added (e.g. due to re-levy) or modified. ACS must enable modifications to all Contact information without ever deleting prior data. ACS must have a two-step validation to confirm that the authorized user intends to modify party information.

2.1.8 Select Service Type

ACS must identify which type of service is being requested. A drop down menu must offer the following minimum options, or ACS must display the service type from e-filing, which shall be editable by the case manager:

- Sheriff's Civil Bureau personal service
- Sheriff's Civil Bureau certified mail service
- Registered Process Server service (RPS, usu. filed by registered process server)

1.1.9 Select Levy Type

ACS system must identify which type of service is being requested. A drop-down menu will offer the following options:

- Earnings Withholding Order (EWO Levy)
- Third Party/Bank Levy (TP/B Levy)

Each option must determine the necessary documents and instructions that need to be attached and the required next steps for file management. See table in 2.1.10 Garnishee Information.

ACS must require that the case manager affirmatively record the use of Hold Writ Full Term (HWFT) for workflow rules throughout the life of the file. The selection of HWFT shall not be editable, unless the filer submits a re-levy.

2.1.10 Garnishee Information

ACS must force the case manager to first attempt to select an existing garnishee to assign to the file from a separate table of garnishees, both registered and unregistered. Selection of an existing garnishee shall include a match lookup or search on all alpha and numeric data fields with the match results displayed in highest to lowest order. All garnishee information shall include at minimum the following in a separate table:

Filtered list of party(ies) by organization or person

- Random, system generated Contact ID (mandatory)
- Random, system generated Garnishee ID (mandatory)
- Name of garnishee (mandatory, editable after file creation, no write over)
- If organization, type of agency or organization (e.g. government agency, company)
- Contact person name at garnishee (optional)

- Address(es) of garnishee (one is mandatory)
- Telephone number(s) of garnishee (one is mandatory)
- Email address of garnishee (optional)
- Other identifying information (optional free text field, size to be determined)

If no match is found, ACS must allow the case manager to enter information for a new garnishee.

2.1.11 Documents and Instructions

ACS must enable the following: For each service type, documents and instructions must be attached to the ACS file record. The case manager must scan and attach the respective documents and instructions, if not yet added by means of e-filing. At ACS file number (see 2.1.13 ACS File Number), the validation can only be against the naming of mandatory documents, not the actual scanned documents themselves.

2.1.12 Cashiering Fees

ACS must have a defined fee schedule by levy type. ACS must enable the case manager to generate a receipt for the payment of filing fees by mail or via e-filing, according to the below schedule. ACS must allow this function for all filing types, for individual files or in batch.

2.1.12a Fee Receipt

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.1.13 ACS File Number

After completion of file creation steps, ACS must automatically validate against mandatory fields and data sets and generate and assign a file number at the manual selection of Create File Number, which will be concatenated from the following data sets, each of which will be separated from the other by a dash:

- OCSD Civil Bureau ID
- File Type
- Year
- File Number starting with 0001 for each file type on January 1 of each year

ACS validation must result in system identification to the user of missing mandatory data. Until an ACS File Number is generated, ACS must not permit any further editing to the file, beyond file creation data.

2.2 Service of Process and/or Certified Mail

2.2.1 Registered Process Server

If a file is being served by a Registered Process Server (RPS), then ACS workflow must automatically move to 2.2.2 POS Filed within 5 Days of Service. If a file is being served by the Civil Bureau, ACS workflow must automatically move to 2.2.4 Personal Service.

2.2.2 POS Filed within 5 Days of Service

ACS must flag files where POS was filed more than five court days after service. If not filed within five court days, the file must be placed on a Close list, and the ACS file workflow must proceed to 2.2.3 Send Notice of Termination to Garnishee below. If the POS is filed within five court days of service, the ACS workflow file must proceed to 2.3 Collect and Distribute and 4.2 Post Levy Payments and bypasses the remainder of the 2.2 workflow.

2.2.3 Send Notice of Termination to Garnishee

ACS must enable the following: If a RPS service has exceeded the five court day limit, a Notice of Termination must be generated and delivered to the garnishee. Following this step, the file is closed (see 2.4 File Close).

2.2.3a Notice of Termination

ACS must enable print on demand of the report and notification by one of the following methods:
Email to registered parties (standard Email Correspondence template) with PDF attachment;
Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.2.4 Personal Service

ACS must enable the following: If a file is not served by a RPS and it also does not require personal service, then the ACS file workflow must automatically proceed to 2.2.5 (Certified Mailer). If the file is not being served by RPS but does require personal service, then the ACS file workflow must automatically move to Auto-Generate Trip Ticket (2.2.9).

2.2.5 Certified Mailer

ACS must enable certified mailer generation for files being handled by the Sheriff's department that do not require personal service.

2.2.5a Service of Process Notification

The certified mailer must contain all of the case filing information for service (see 2.1.6 Court Case Information). ACS must enable print on demand of the report and notification by one of the following methods:

Certified Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.2.6 Verified Address

ACS must enable the following: If the mailer is returned because the address is incorrect, the ACS file workflow must move to 2.2.15 (Hold Writ Full Term). If the address is correct, the file proceeds to the next step.

2.2.7 Successful

ACS must enable the following: If the mailer is successfully delivered (and not returned unclaimed or not received in X days) then the ACS file workflow must automatically move to the next step (2.2.8 Record Green Card). If not, the file moves to 2.2.9 (Auto Generate Trip Ticket). ACS must enable an affirmative record of successful delivery upon receipt of the certified mailer green card (see below).

2.2.8 Record Green Card

ACS must enable the following: Upon receipt of the Certified Mailer green card, the service information must be enabled and recorded by the case manager. After this step, the ACS workflow file must skip to 2.3 (Collection/Disbursement).

2.2.9 Auto-Generate Trip Ticket

ACS must enable the following: Assignment of an ACS File Number to a file that requires personal service by the Sheriff's Civil Bureau must trigger the generation of a Field Services Trip Ticket. Each General Levy service type which requires the personal delivery of documents will produce a Trip Ticket. File details must be provided to Sheriff's Deputies in the form of a Trip Ticket including the following information:

Case Title
Recipient Name
Identification Information
Recipient Address (description, if provided)
Service Type/What to Serve
List of Relevant Documents
Case Manager Notes/Comments
Serve-by Date

2.2.9a Trip Ticket/Service Document

ACS must enable the following: After generating a Trip Ticket, clerical staff must be able to print from a single button click the Trip Ticket and the service documents for e-filed cases from a queued list of documents automatically generated by ACS. If not e-filed, clerical staff will attach received documents.

2.2.10 Generate Route

ACS must electronically send the Trip Ticket to the Sergeant of the Field Services Department for assignment. For the service of the levy to commence, a deputy must be assigned.

ACS must auto-sort service assignment by individual files and by batch. Batch sorting shall auto-assemble all service activities to the same garnishee or recipient by name and address (e.g. "Schools First") for simultaneous service.

2.2.11 Log Service Attempt

ACS must enable the recording of successful or unsuccessful service by individual file or by batch files to the same garnishee or recipient. At the completion of a service attempt, the deputy/process server must select from two choices before moving on to the next service:

- Service Successful
- Name of who was served
- Type of Service (i.e. personal or subservice)
- Name of "served on behalf of" (system-generated list of Defendants)
- If Name of person served is different from "served on behalf of," then mandatory Reasons field with list of pre-selected values (to be determined) and a mandatory free text field for Other
- Service Unsuccessful
- Reasons field with list of pre-selected values (to be determined) and a mandatory free text field for Other.

ACS must also enable the following additional mandatory function to log a service attempt (size of free text field to be determined at design):

- Voice-activated record of notes of service attempt with voice recognition software conversion to free text and edit functions of the free text; or
- Manual typing of notes in free text

Only the recording deputy or supervisor may edit the free text of notes after completion of the service. A "Service Successful" selection above must timestamp the end of the service. An incomplete service must be carried over to the Field Services unit for assignment the following day.

2.2.12 Successful

ACS must require the use of a mandatory free text Reasons field for Unsuccessful Service and generate a next attempt activity when one is required.

2.2.13 Fee Transfer to Revenue Account

ACS must enable the following: If service was successful, the fee paid for service must automatically transfer to the revenue account.

2.2.14 Final Attempt

ACS must enable the following: The selection of “Unsuccessful” must trigger the system to route the file depending on whether this is the final attempt (as allowed by the service type). Business rules for number of attempts attempted are defined by the OCSD Civil Bureau rules and must both be able to be set in an administrative table by the OCSD Civil Bureau and be able to be overridden ad hoc by the assigned Deputy or Sergeant.

If another attempt at service is allowed, the file must be rerouted in the workflow back to enter the deputy’s/process server’s queue again for service.

2.2.15 Hold Writ Full Term (HWFT)

If a final attempt was made, the ACS system must advance the file based on the presence of an HWFT. If there is an HWFT, the file workflow must move to 2.2.17. If no HWFT, the file workflow must move to 2.2.16 (Send Writ Return) and then bypass the rest of the 2.2 and 2.3 workflow process and move to 2.4 File Close.

2.2.16 Send Writ Return

For e-filings and registered creditors, ACS must automatically generate and send a writ return to the creditor and Court and record the activity in the system. ACS may integrate with the courts to deliver writ returns.

2.2.16a Print Writ Return

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

ACS must allow for future electronic data interface with court(s) via web service to print Writ Returns.

2.2.17 Unsuccessful Service Notification

ACS must enable the following: If a final service attempt was unsuccessful and the file has a HWFT, then ACS must enable notification to the creditor and the file workflow must move back to 2.1.8 Select Levy Type.

2.2.17a Unsuccessful Service Letter

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.2.18 New/Mod Instructions Pre-Term

ACS must enable the following: If a levy is unsuccessful or completed and is HWFT, the writ must await further instructions for re-levy (2.1.4 Re-Levy on Same Case and on to 2.2 Service of Process). If further instructions are not received, and the HWFT deadline is reached, the file must be queued for closure (2.4 File Close). For bank levies, ACS must require the below activity (2.2.20 Mail Levy Docs to Debtor).

2.2.19 Third Party/Bank Levy

ACS must enable the following: For EWO files (not TP/B levies, the ACS file workflow must skip to 2.4 (File Close). For TP/B levies, the ACS file workflow must move on to 2.2.20 (Mail Levy Documents to Debtor).

2.2.20 Mail Levy Documents to Debtor

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.3 Collection and Disbursement**2.3.1 Receipt of Garnishee Response**

ACS must enable the following: When a response from the garnishee is received (MOG/ER scanned)

and entered by the case manager, ACS must note the receipt and progress the file to the next step.

ACS must enable the following entry for the Garnishee Response, indexed to the garnishee:

- Affirmatively received indicator
- Date and time stamp
- Attachment (scanned document)
- Notice of safe deposit box
- Notice of third party to the account
- If third party then a name is mandatory
- If third party, then an address field is mandatory
- Notice that the account may be levied (yes/no)

If no, then mandatory reasons:

- The debtor is already paying towards another levy
- The debtor is not employed by the garnishee
- The debtor is on leave of absence
- The debtor makes insufficient salary to support a garnishment
- No funds in account
- No account found
- Other (if Other, then free text field description)

2.3.1a Garnishee Response to Creditor Notification

ACS must automatically generate and mail/email the Garnishee Response (MOG) to creditors. ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.3.2 Safe Deposit Box

ACS must enable the following: If the levy is effective and the garnishee response notes the existence of a safe deposit box, the ACS file workflow must transfer to the Complex Levies workflow process (3.0). If no safe deposit box is indicated, the ACS file workflow must move to 2.3.3 Effective Levy.

2.3.3 Effective Levy

ACS must enable the following: If the garnishee response states that the debtor's assets can be levied on, ACS file workflow must progress to 2.3.5. If the assets cannot be levied on, the ACS file workflow must move to 2.3.4.

2.3.4 Third Party

ACS must enable the following: If the garnishee response includes that there is a third party (see 2.3.1 Receipt of Garnishee Response), the ACS file workflow must move to the next step, 2.3.5 Notify Third Party. If there is no third party, the ACS file workflow must skip to 2.3.7 Demand Letter to Garnishee.

2.3.5 Notify Third Party

ACS must automatically prompt the user to generate and mail a Notice to Third Party.

2.3.5a Third Party Notification

ACS must enable an option to print and mail the Notice to Third Party, a mailing label, and metered postage (optional). ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.3.6 Third Party Claim Filed

ACS must enable the following: If the notification to the third party results in the filing of a third party claim at any time during the process, the ACS file workflow must be interrupted and rerouted to Interruptions/Modifications - Third Party Claim (6.6). If no claim is filed, the ACS file workflow must automatically proceed to 2.3.7 (Demand Letter to Garnishee) and through the process. The logging of a third party claim in the ACS file must include at minimum:

- Date and time stamp of receipt of third party claim
- Attachment (scanned third party claim document)
- Confirmation of name of third party from garnishee response
- Confirmation of address of third party from garnishee response

2.3.7 Demand Letter to Garnishee

If a third party does not exist, or a claim has not been filed within N days, ACS must automatically generate and email a Demand Letter to a registered garnishee, who has agreed to receive correspondence and documentation via email. The email shall be based on a Standard Correspondence template. If a third party claim is not filed, a Demand Letter shall be generated and sent to the garnishee.

2.3.7a Garnishee Demand Letter

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.3.7b Collect and Disburse

ACS file workflow must proceed to Accounting processes and management for collection and disbursement of funds.

2.3.8 Deposit Payments

Note that 2.3.8 is the same process as 4.2 Post Levy Payments. All below steps leading to File Close are dedicated to the file management, not accounting, system. ACS must enable these functions for both accountants and case managers in the ACS file.

The flow of deposits into the system and through the Accounting Unit is shown in 4.2 Post Levy Payments through 4.6 Distribute Funds - Levy Payments.

2.3.8a Deposit Transaction Records

ACS must enable the following: A transaction record of each deposit must be able to be printed.

2.3.9 Judgment Satisfied/Writ Expired

ACS must enable the following: If the judgment has been satisfied, or the writ has expired, then the ACS file workflow must proceed to 2.3.12 (Generate and Email Writ Return). If the judgment is not satisfied or the writ has not expired, the ACS file workflow must move on to 2.3.10 (Hold Writ Full Term (HWFT)).

2.3.10 Hold Writ Full Term (HWFT)

ACS must enable the following: If the funds cannot be levied on or the judgment is not satisfied or the writ is not expired, ACS must advance the file based on the presence of a HWFT. If an HWFT has been noted on the system, the ACS file workflow must move to 2.3.11 (New/Modified Instructions Pre-Term). If an HWFT has not been noted in the system, the ACS file workflow must move to 2.3.12 (Generate and Email Writ Return).

2.3.11 New/Modified Instructions Pre-Term

ACS must enable the following: If a levy is unsuccessful or completed and is HWFT, the writ must await further instructions for re-levy (2.1.4 Re-Levy on Same Case and on to 2.2 Service of Process) (held in suspension). If further instructions are not received, the ACS file workflow must proceed to Generating and Email (future) Writ Return.

2.3.12 Generate and Email Writ Return

For e-filings and registered creditors, ACS must automatically generate and email a writ return to registered creditor(s) and court(s) as a PDF attachment and record the activity in the system. The email shall be based on a Standard Correspondence template.

2.3.12a Writ Return

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.3.12b Send Writ Return

ACS must be capable of data integration with court(s) via web service in the future to auto-send Writ Returns to them.

2.4 File Close

2.4.1 File Close List

ACS must enable the following: All satisfied judgments, expired writs, or completed levies must be added to a File Close List which will enable the Case Managers to close the files individually or in a batch process.

2.4.2 File Close

ACS must only enable the closing of all General Levy files by manually clicking a "File Close" button. This may be done by individual file or in batch. To close a file, ACS must validate that amounts to be collected or owed = \$0; and that all activities have been closed. ACS must notify the user what steps are still outstanding in order to close a file.

2.4.3 Writ Return Errors

ACS must enable the following: If the writ return contains errors, the Case Manager must be able to reopen and edit the information.

2.4.4 Reopen

ACS must enable the following: A “Reopen” button must be enabled after a file has been closed. If the Reopen button is selected, the file must be placed on an Active list for the assigned Case Manager to modify the writ return details. ACS must count, for the purposes of case management, reopened files as new files for file management.

2.4.5 Revise and Email Writ Return

ACS must enable a user to create and email an updated or revised Writ Return to the creditor(s) and the court(s), who have agreed to receive correspondence and documentation via email. The email shall be based on a Standard Correspondence template.

2.4.5a Print Revised Writ Return

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

2.4.5b Send Writ Return to Court(s)

ACS must be capable of data integration with court(s) via web service in the future to auto-send Writ Returns to them.

2.4.6 Archive

ACS must store and reference closed files in a separate database table from active files for the purposes of lookup and query.

3.0 Complex Levies

Complex levies are distinguished from general levies by the complexity of the process. Complex levies often include multiple activities occurring at specific times with notices to a variety of involved parties. There may be a complex web of options within the process. Complex levies may involve hiring vendors, such as towing and storage companies, locksmiths or keepers.

File types included within “Complex Levies” file category include:

- Book Levy
- Business Levy
- Claim and Delivery
- Keeper
- Personal Property Levy
- Real Property Levy
- Safe Deposit Box
- Till Tap
- Vehicle Levy
- Writ of Attachment

Functional Requirements – Complex Levies

The process begins as information is provided when a file is e-filed with the OCSD Civil Bureau or manually filed at the Sheriff's office by mail or at the public intake window.

The ACS application shall consist of a linear process of activities and events following a request for service of documents, with some events, including potential Interruptions/Modifications, occurring throughout the process. The process structure is:

- 3.1 File Creation
- 3.2 Service of Process
- 3.3 Sale/Auction
- 3.4 File Close

Level II

3.1 File Creation

ACS shall allow new files to be created when documents are received by e-filing, at the counter, or through the mail. If a case is filed at the counter, the filing party must be able to make a payment and be given a receipt without a new file being fully created and receiving a file number. Instead, ACS must generate a transaction registration number and the remainder of the data entry and assignment of a file number occurs later.

ACS shall allow the file to be served by an RPS or by an OCSD Civil Bureau deputy. ACS must enable the creditor to deposit funds to hire vendors when required.

Functional requirements for ACS File Creation shall include the following set of workflow processes:

- 3.1.1 Receive Documents
- 3.1.2 Source
- 3.1.3 Court Case Number, Filer Name and Fees
- 3.1.4 Re-Levy
- 3.1.5 Assign Case Manager
- 3.1.6 Court Case Information
- 3.1.7 Select Service Type
- 3.1.8 Select Levy Type
- 3.1.9 Documents and Instructions
- 3.1.10 Garnishee Information
- 3.1.11 Enforcement Amount
- 3.1.12 Cashier Fees and/or Deposits
- 3.1.13 Assigned File Number
- 3.1.14 RPS
- 3.1.15 Proof of Service Filed within 5 Court Days of Service
- 3.1.16 Send Notice of Termination to Garnishee
- 3.1.17 Auto-Generate Trip Ticket

3.2 Service of Process

Functional requirements for documentation of the Service of Process shall include the following set of workflow processes:

- 3.2.1 Ownership Verification
- 3.2.2 Notify Creditor
- 3.2.3 New or Modified Instructions Pre-Term
- 3.2.4 Hire Vendor(s)
- 3.2.5 Generate Route

- 3.2.6 Keeper
- 3.2.7 Log Service Attempt
- 3.2.8 Was Service Successful?
- 3.2.9 Final Attempt
- 3.2.10 Log Funds or Inventory Collected
- 3.2.11 Notify Creditor
- 3.2.12 Claim of Exemption
- 3.2.13 Hold Writ Full Term
- 3.2.14 New or Modified Instructions Pre-Term
- 3.2.15 Writ Return

3.3 Sale/Auction

- 3.3.1 Notify Creditor of Seizure
- 3.3.2 Scheduled Sale
- 3.3.3 Notice of Sale
- 3.3.4 Start Sale Event
- 3.3.5 Log Bidders
- 3.3.6 Log Sale Event
- 3.3.7 Stop Sale Event
- 3.3.8 Take Payment
- 3.3.9 Document the Sale
- 3.3.10 Sale Recording Documents

3.4 File Close

ACS must enable files to be closed either individually or by a batch process. Functional requirements for closing a file shall include the following set of workflow processes:

- 3.4.1 File Close List
- 3.4.2 File Close
- 3.4.3 Writ Return Errors
- 3.4.4 Reopen File
- 3.4.5 Revise and Email Writ Return
- 3.4.6 Archive File
- 3.4.7 Records Purge

Level III

3.1 File Creation

ACS shall allow new files to be created when documents are received by e-filing, at the counter, or through the mail. If a case is filed at the counter, the filing party must be able to make a payment and be given a receipt without a new file being fully created and receiving a file number. Instead ACS must generate a transaction registration number and the remainder of the data entry and assignment of a file number occurs later.

3.1.1 Receive Documents

ACS must create a new file at New File initiation by an authorized user. A new file must be identified by the following:

- System-generated random alpha-numeric number (not editable); prior to file creation, a new registration may be cancelled with a cancel reason; after file creation, the file can only be closed administratively by Supervisor approval, following the same accounting

reconciliation as for any active file: all activities closed; and the file amounts owed, received and due must = \$0.

- Default date and time stamp

ACS file creation must be triggered by the receipt of a file by means of either electronic filing (e-filing), by mail, or at the public counter at the OCSD Civil Bureau. The trigger shall be determined by the file type and shall be managed and built by the OCSD Civil Bureau and the chosen developer during the integration build process.

E-filing files shall be entered into ACS by the filing party via the Internet. Files received by mail and over the counter will be initially entered into ACS by the case manager.

ACS shall enable files to automatically be given a system-recorded time stamp.

See e-filing requirements for all file creation steps following an e-filing.

3.1.2 Source

ACS must identify the source of file creation:

- Counter (manual, user selection)
- Mail (manual, user selection)
- E-Filing (auto default for e-filing service requests)

3.1.2a E-Filing

ACS must enable the following: File creation steps following an e-filing must exactly replicate manual file creation processes, except that the data and documents submitted in the e-filing must be auto-populated by ACS and be editable prior to File Creation, step 3.1.6 – 3.1.10.

3.1.2b Counter

ACS must follow a separate workflow if filed over the counter. If a file is presented at the public counter, the fees are taken and a registration number shall be assigned before all new file information is entered.

3.1.3 Court Case Number, Filer Name and Fees

ACS must enable the following: The counter clerk shall add the following into ACS.

- Court case number (editable after file creation, no write over, prior edits listed)
- Filer name (editable after file creation, no write over, prior edits listed)
- Date and time stamp (system recorded)

Once the case number and filer name have been entered, ACS shall permit the counter clerk to submit the file to the clerical unit by selecting “Assign Case Manager.”

3.1.3a Receipt for Fees

ACS must enable the counter clerk to print a receipt with the registration number (assigned in 3.1.1) for office documentation. The receipt for fees paid by the individual dropping off the documents at the counter must include at minimum:

- Receipt number (mandatory)
- Date (mandatory)
- Court case number (mandatory)
- Registration number (mandatory)
- Filer name (mandatory)
- Payment type (mandatory)
- Payment amount (mandatory)
- Payee information (mandatory)

ACS must allow all financial transactions to be recorded in the accounting system and tracked against the Registration Number. See 4.3 processes for business rules related to filing fees and receipts.

3.1.3b Sticker

ACS must enable the counter clerk to print a sticker with the registration number (assigned in 1.1.1). The sticker must include at minimum:

- Registration Number (mandatory)
- Court Case Number (mandatory)

3.1.4 Re-Levy on Same Case?

If a re-levy on the same case, ACS must enable the user to edit the below information, but all information should already be included. For a re-levy, ACS workflow must skip to 3.1.8 (Select Service Type), although all data will be editable per the business rules. If it is not a re-levy, the file workflow moves to 3.1.5.

3.1.5 Assign Case Manager

ACS must randomly auto-assign a case manager/clerk to the new file, if originating at the Counter. ACS must automatically default to the case manager/clerk who initiated the file, if manual or by e-filing. See 5.1 Clerk Assignment for rules. Case manager, or clerk, assignment (5.1) is overseen and managed by the Civil Supervisor, though automatically generated by ACS.

ACS must enable a case manager or supervisor to manually reassign files individually and in batch. Once a file has been assigned and confirmed, ACS must place the file on the case manager's caseload list (My Files).

3.1.6 Court Case Information

ACS must enable the following: The file must now be editable by the assigned case manager. This person must be required to add the following, if not yet added at e-filing:

- Court case number

Court information is taken from the Writ of Execution (California Judicial Council Form EJ-130), which is issued by the court and is the authority for the OCSD Civil Bureau to perform a levy. ACS must capture the information (data) from items 3-24 of the Writ:

- Item 3 – name of judgment creditor or assignee of record and that person's designation (Creditor)
- Item 4 – name, address and type of legal entity of judgment debtor (Debtor)
- Item 5 – date judgment entered
- Item 6 – date judgment renewed
- Item 7 – whether a notice of sale has been requested
- Item 8 – whether there is joint debtor information in item 23
- Item 9 – whether there is information in item 24
- Item 10 – whether the writ is issued on a sister-state judgment
- Items 11-18 – financial details of the judgment and any credits or costs accrued after judgment (entered as data in currency amounts)
- Item 19 – directions to the Civil Bureau to add daily interest and/or pay costs directly to the court
- Item 20 – whether there is an attachment 20 identifying different financial details for each debtor
- Item 21 – information about additional judgment debtors (see item 4) (Additional Debtor(s))
- Item 22 – name and address of person who has requested a notice of sale

- Item 23 – if there is a joint debtor, date the debtor was bound to the judgment and name, address and type of legal entity of joint debtor(s) (Joint Debtor(s))
- Item 24a – if a writ of possession of real property, date complaint was filed; whether Prejudgment Claim of Right to Possession was served; and if not, the daily rental value of the property and the upcoming court hearing date
- Item 24b – if a possession of personal property, whether the value of the item is acceptable as a substitute for the property
- Item 24c – whether the writ is for sale of personal property
- Item 24d – whether the writ is for sale of real property
- Item 24e – description of the property
- Court Filing Fee Waived checkbox (yes/no)
- Civil Service Fee Waived checkbox (yes/no)

If any interest calculation is required by the writ, ACS must calculate and maintain the interest throughout the life of the case and reflect it in any transactional report done on the case at any time.

ACS must also track from the initiation of the file the writ expiration date according to California law. ACS must enable a writ expiration table that can be maintained by the OCSD Civil Bureau.

3.1.7 Select Service Type

ACS must identify which type of service is being requested. A drop down menu must offer the following minimum options, or ACS must display the service type from eFiling, which shall be editable by the case manager:

- OCSD's Civil Bureau personal service
- OCSD's Civil Bureau certified mail service
- RPS

3.1.8 Select Levy Type

ACS system must identify which type of service is being requested. ACS must enable the counter clerk or the e-filer to select the type of levy from a drop down menu which must include, at minimum (the list below represents current service types, but new ones may be added by function of law):

- Bank Levy
- Book Levy
- Business Levy
- Claim and Delivery
- Earnings Withholding Order
- Keeper
- Personal Property Levy
- Real Property Levy
- Safe Deposit Box
- Till Tap
- Vehicle Levy
- Writ of Attachment
- Writ of Possession

ACS shall determine the necessary documents and instructions that need to be attached and the required next steps for file management. ACS must also enable the OCSD Civil Bureau to maintain a table of necessary documents (e.g. Letter of Instructions) that must be attached to create a file. ACS must only validate against the use of the document name, not the actual scanned document.

ACS must require that the case manager affirmatively record the use of Hold Writ Full Term (HWFT) for workflow rules throughout the life of the file. The selection of HWFT shall not be editable.

3.1.9 Documents and Instructions

ACS must enable the following: For each service type, documents and instructions must be attached to the ACS file. The case manager must be able to scan and attach the respective documents and instructions, if not yet added by means of e-filing. The validation can only be against the naming of mandatory documents, not the actual scanned documents themselves.

ACS system must include an administrative table of levy types and mandatory associated documents to be maintained and edited by the OCS D Civil Bureau; and must ensure that the associated documentation is validated at File Number creation.

3.1.10 Garnishee Information

ACS must force the case manager to first attempt to select an existing garnishee to assign to the file from a separate table of garnishees, both registered and unregistered. Selection of an existing garnishee shall include a match lookup or search on all alpha and numeric data fields with the match results displayed in highest to lowest order. All garnishee information shall include at minimum the following in a separate table:

- Random, system generated garnishee ID (mandatory)
- Name of garnishee (mandatory, editable after file creation, no write over)
- Contact person name at garnishee (optional) (note that Contact persons for a garnishee must be separately entered from Party data below)
- Address(es) of garnishee (one is mandatory)
- Telephone number(s) of garnishee optional
- Email address of garnishee (optional)
- Other identifying information (optional free text field, size to be determined)

If no match is found, ACS must allow the case manager to enter information for a new garnishee.

3.1.10a Party Information

ACS must force the case manager to first attempt to match any parties (plaintiffs, defendants, etc.) to the case from existing parties in a separate table of Contacts, both registered and unregistered. This rule must apply to all filing methods, including e-filing. Selection of an existing party shall include a lookup match or search on all alpha and numeric data fields with the match results displayed in highest to lowest order. All Contact information shall include at minimum the following in a separate table:

- Random, system generated Contact ID (mandatory)
- Name of party (mandatory, editable after file creation, no write over)
- Contact person name at party (optional)
- Address(es) of party (one is mandatory)
- Telephone number(s) of party (optional)
- Email address of party (optional)
- Other identifying information (optional free text field, size to be determined)

If no match is found, ACS must allow the case manager to enter information for a new party. ACS must enable the above requirement at file initiation and at any time during the life of the file when party information may be added (e.g. due to re-levy) or modified. ACS must enable modifications to all contact information without ever deleting prior data. ACS must have a two-step validation to confirm that the authorized user intends to modify contact information.

3.1.11 Enforcement Amount

ACS must enable the case manager at any time to be able to have ACS determine the exact amount owed on the judgment, including interest that has accrued as described in 3.1.6.

3.1.11a Notification of Account Status (Payoff Sheet)

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.1.12 Cashier Fees and/or Deposits

ACS must have a defined fee schedule by levy type. ACS must enable the case manager to generate a receipt for the payment of filing fees by mail or via efilings, according to the below schedule. ACS must allow this function for all filing types, for individual files or in batch. See 3.1.3a above for data sets and business rules.

For all levy types, when a payment is incorrectly submitted, ACS must follow the business rules outlined in 4.3 below. Fee collection must be confirmed in the file and transmitted to accounting staff (4.4 Balance Receipts) for processing.

3.1.12a Fee Receipt

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.1.13 Assigned File Number

ACS must enable the following: If a number is already assigned (e.g. a HWFT file returning from workflow 2.4), the ACS file workflow skips 3.1.13a and moves on to 3.1.14. If the file does not yet have a file number, the ACS file workflow proceeds to 3.1.13a.

3.1.13a Assign File Number

After completion of file creation steps, ACS must automatically validate against mandatory fields and data sets and generate and assign a file number at the manual selection of Create File Number, which will be concatenated from the following data sets, each of which will be separated from the other by a dash:

- Civil Bureau ID
- File Type
- Year
- File Number starting with 0001 for each file type on January 1 of each year

ACS validation must result in system identification to the user of missing mandatory data from steps 1.1.1 through 1.1.9a. Until an ACS File Number is generated, ACS must not permit any further editing to the file, beyond file creation data.

3.1.14 Registered Process Server

If a file is being served by a RPS, then ACS workflow must automatically move to 2.2.2. If a file is being served by the OCSD Civil Bureau, ACS workflow must automatically move to 3.1.17.

3.1.15 POS Filed Within 5 Court Days of Service

ACS must flag files where POS was filed more than five court days after service. If not filed within five court days, the file must be placed on a Close list, and the ACS file workflow must proceed to 3.1.16 Send Notice of Termination to Garnishee below. If the POS is filed within five court days of service, the file must proceed to 4.6 Distribute Funds - Levy Payments and bypasses the remainder of the 3.1 workflow.

3.1.16 Send Notice of Termination to Garnishee

ACS must enable the following: If a RPS service has exceeded the five court day limit, a Notice of Termination must be generated and delivered to the garnishee. Following this step, the service is closed.

3.1.16a Notice of Termination

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.1.17 Auto-Generate Trip Ticket

ACS must enable the following: Assignment of a File Number triggers the generation of a Field Services Trip Ticket for personally served files. Each Complex Levy file type must produce a Trip Ticket. File details must be provided to Sheriff's Deputies in the form of a Trip Ticket including the following information:

- Case Title
- Recipient Name
- Recipient Address (description, if provided)
- Identification Information
- Service Type/What to Serve
- List of Relevant Documents
- Case Manager Notes/Comments
- Serve-by Date

3.1.17a Trip Ticket/Service Documents

ACS must enable the following: After generating a Trip Ticket, clerical staff or deputies must be able to print from a single button click the Trip Ticket and the service documents for e-filed cases from a queued list of documents automatically generated by ACS.

3.2 Service of Process

3.2.1 Ownership Verification

ACS must provide a Property tool to enter data into a property table and to capture file-specific data associated with the property:

- Ownership verified (yes/no) (mandatory)
- Inventory (see 3.2.10 Log Funds or Inventory Collected below)

ACS must provide a property table for each property within each file. The property table shall include the following data sets at minimum:

- Property ID
- Type of property (list of values for nominal types)
 - ✓ Real Property (real estate)
 - ✓ Business
 - ✓ Vehicle
 - ✓ Other Personal Property
- Description of property (free text) (mandatory)
- Primary owner name (from Debtor list) (mandatory)
- Other owners' names (optional)

3.2.1a Verified

ACS must enable the following: Is the debtor the owner of the property? If not, the file moves to 3.2.1b HWFT. If ownership is verified, file moves to 3.2.4 Hire Vendor(s).

3.2.1b Hold Writ Full Term (HWFT)

ACS must enable the following: If ownership cannot be verified, and if the judgment is not satisfied or the writ is not expired, ACS must advance the file workflow based on the presence of a HWFT. If not, the ACS file workflow must move to 4.5 Distribute Funds – Fees and Deposits.

3.2.2 Notify Creditor of Debtor Non-Ownership and Termination of Service

ACS must enable notification of creditors of debtor non-ownership of property and termination of service, including the auto-compilation of ACS data into a report.

3.2.2a Debtor Non-Ownership and Termination of Service

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.2.3 New or Modified Instructions Pre-Term

ACS must enable the following: If new instructions are not received, the ACS file workflow must move to 4.5 Distribute Funds – Fees and Deposits. If instructions are received, the ACS file workflow must go to 3.1.4 Re-levy.

3.2.4 Hire Vendor(s)

ACS must include a Vendor table to maintain and track vendors; and must enable a case manager to track the assignment of vendors to files. The table must include at minimum the following:

- Vendor Type (list of values to include at minimum)
 - ✓ Keeper
 - ✓ Storage
 - ✓ Publisher
 - ✓ Other + free text field (mandatory)
- Vendor Name
- Vendor ID (input manually)
- Vendor Address
- Vendor Contact Name(s)
- Vendor Contact Telephone Number(s)
- Vendor Contact Email Address(es)
- Vendor Social Security Number (SSN) or Taxpayer Identification Number (TIN)

3.2.4a Vendor File Specific Information

ACS must enable a case manager to lookup a vendor by type or name and assign them to a file. File specific information must include:

- Type of vendor service (list of values + other with free text field)
- Instructions about vendor service (free text)
- Link to property (from property table)
- Link to address(es) of property to be seized or stored
- Assignment date
- Date of service
- Hours of service

3.2.4b Vendor Service Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered vendors (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered vendors (standard Mail Correspondence template)

- Electronic data interface with registered vendors (future, not in contract)

3.2.5 Generate Route

ACS must electronically send the Trip Ticket to the Sergeant of the Field Services Department for assignment.

ACS must auto-sort service assignment by individual files and by batch (algorithm to be provided in design, but typically by zip code). Batch sorting shall auto-assemble all service activities to the same garnishee or recipient by name and address (e.g. "Schools First") for simultaneous service.

3.2.6 Keeper

ACS must enable the following: If this is a keeper levy, the ACS file workflow must move to 3.2.6a Schedule Keeper. If not, the ACS file workflow must proceed to 3.2.7 Log Service Attempt. A Keeper is a type of service.

3.2.6a Schedule Keeper

ACS must enable a keeper to be scheduled by the deputy. See 3.2.4a above.

3.2.6b Install Keeper

ACS must enable a deputy to log the placement of a keeper in the business and the end of service, when he/she relieves the keeper at the end of the shift. See 3.2.7 Log Service Attempt below for these requirements.

3.2.7 Log Service Attempt

ACS must also enable the recording of successful or unsuccessful service by individual file or by batch files to the same garnishee or recipient. At the completion of a service attempt, the deputy must select from two choices before moving on to the next service:

- Service Successful
 - Date of service
 - Start and stop time of service
 - Name of who was served
 - Type of Service (i.e. personal, subservice, seizure, or keeper)
 - Name of "served on behalf of" (system-generated list of Defendants)
 - If Name of person served is different from "served on behalf of," then mandatory Reasons field with list of pre-selected values (to be determined) and a mandatory free text field for Other
- Service Unsuccessful
 - Reasons field with list of pre-selected values (to be determined) and a mandatory free text field for Other

ACS must also enable the following additional mandatory function to log a service attempt (size of free text field to be determined at design):

- Voice-activated record of notes of service attempt with voice recognition software conversion to free text and edit functions of the free text; (future)
- Manual typing of notes in free text

Only the recording deputy, clerk or supervisor may edit the free text of notes after completion of the service. A "Service Successful" selection above must timestamp the end of the service. An incomplete service must be carried over to the Field Services unit for assignment the following day.

3.2.8 Was Service Successful?

ACS must require the use of a mandatory free text Reasons field for Unsuccessful Service and generate a next attempt activity when one is required (see below for rules). Unsuccessful must

require a drop-down menu of commonly-used reasons with a free text field for other comments, such as at minimum:

- Debtor/respondent not home
- Debtor/respondent not at work
- Debtor/respondent does not reside at stated address
- Debtor/respondent no longer employed at stated business
- Other + free text field mandatory

3.2.8a Automatic Transfer

ACS must enable if service was successful, the fee paid for service must automatically transfer to the revenue account.

3.2.9 Final Attempt

ACS must enable the following: The selection of “Unsuccessful” must trigger the system to route the file depending on whether this is the final attempt (as allowed by the service type). Business rules for number of attempts attempted are defined by the Civil Bureau rules and must both be able to be set in an administrative table by the Civil Bureau and be able to be overridden ad hoc by the assigned Deputy or Sergeant.

If another attempt at service is allowed, the file must be rerouted in the workflow back to enter the deputy’s queue again for service. If this is the final attempt, the case progresses depending on the presence of a HWFT (3.2.13).

3.2.10 Log Funds or Inventory Collected

ACS must provide a tool to log funds or inventory collected at a property. ACS must provide an inventory log that is organized by the following three categories, with separate entries for each item logged:

- Civil Bureau Registration No. (system generated by button click)
- Civil Bureau File No. (system generated by button click)
- Property ID (selected from list of properties in file)
- Owner Name
- Contact Name
- Property Address
- Telephone Number (optional)
- Email Address (optional)
- Date of Inventory/Collection (system generated by button click)
- Start Time (system generated by button click)
- End Time (system generate by button click)

Cash and financial instruments

- Log time for each
- Type
- Amount
- Total

Vehicle(s)

- Type and make
- Estimated year (age)
- Condition: Ranked by 1-5 categories
- Serial number
- Markings and other breakage noted:
 - ✓ Digital photograph index

- ✓ Digital photographs (uploaded from SD card)
- ✓ Date, time, title (data entry) and description of each photo
- Other conditions noted: free text

Personal property

- Log time for each item
- Item ID (system generated sequential number)
- Type
- Quantity
- Description
 - ✓ Digital photograph index
 - ✓ Digital photographs (uploaded from SD card)
 - ✓ Date, time, title (data entry) and description of each photo
- Other conditions noted: free text

3.2.10a Property Log Report

ACS must enable the OCSD Civil Bureau to print on demand and issue by mail or email a summary report of property seized by owner name. The report shall include at minimum any of the fields listed in 3.2.10. In addition, the report shall include photographs or other document evidence of each property item as a printout upon demand.

3.2.10b Property Inventory Web Application

ACS must be enabled to include a web application for use on a tablet computer to provide field inventories. The tablet computer is required to function both on and off line; if offline, to later synch with the ACS. The web application must be able to be accessed and to integrate with ACS via VPN username and password security.

3.2.11 Notify Creditor of Property Seizure

For creditors, ACS must generate and mail/email a creditor notification as a PDF attachment and record the activity in the system.

3.2.11a Property Seizure Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.2.12 Claim of Exemption

ACS must enable the following: At any time, a Claim of Exemption may be filed by the debtor and logged into the system as correspondence on a file. The Claim of Exemption must immediately interrupt the workflow. If so, move to 6.3 Interruptions/Modifications.

3.2.13 Hold Writ Full Term (HWFT)

ACS must enable the following: If a final attempt at serving a levy is performed, the system must advance the file based on the presence of a HWFT. If there is a HWFT, a return letter must be sent to the creditor. If not, the file moves to 4.5 – Distribute Funds – Fees and Deposits.

3.2.14 New or Modified Instructions Pre-Term

ACS must enable the following: If a levy is unsuccessful or completed and is HWFT, the writ must await further instructions for a Re-levy (3.1.4). If further instructions are not received, the file goes to 4.5 Distribute Funds – Fees & Deposits.

3.2.15 Writ Return

If a final service attempt was unsuccessful and the file has a HWFT, then ACS must enable the case manager to generate and send an email or letter that service was unsuccessful. See 3.2.11 above. The notification must include required Writ Return documentation.

3.2.15a Writ Return (Unsuccessful Service Notification)

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment.

3.3 Sale/Auction

3.3.1 Notify Creditor of Seizure

ACS must provide a mandatory activity to notify the creditor of seizure. The activity must include the option to select notification by phone, email or text. If by phone, ACS must display the creditor phone number and enable the clerk/accountant to log the call (date and time stamp). If email or text is chosen, ACS must enable the below function, 3.3.1a.

3.3.1a Creditor Seizure Notification

ACS must enable an authorized user to generate and send a creditor seizure notification utilizing the following functions:

- SMS (text) to registered Creditors (Standard SMS Correspondence template)
- Email to registered Creditors (Standard Email Correspondence template)

3.3.2 Schedule Sale

ACS must enable the case manager or other authorized user to enter the scheduled sale date and time in ACS.

3.3.3 Notice of Sale

ACS must compile necessary data to produce a Notice of Sale from a form template to be sent to newspapers and/or posted in public places.

3.3.3a Notice of Sale

ACS must enable the printing of Notices of Sale to be manually posted in public places. ACS must enable the following notification functions to newspapers:

- Mail – to non-registered newspapers
- Email – to registered newspapers that permit email posting requests with mandatory return confirmation email.

3.3.4 Start Sale Event

ACS must provide a calendar or docket for a sale event with a list of files and drilldown list of items for sale under each file, including the following key data sets:

- Civil Bureau file number
- Assigned deputy
- Assigned case manager
- List of items for sale (ID, description, quantity)

ACS must enable the documentation of a sale event utilizing the sequence of events from 3.3.4 – 3.3.10:

- Logging of sale event on ACS Civil Bureau calendar
- Logging of sale event on assigned case manager, deputy and sergeant calendars
- Reminder of event via activity notification on assigned case manager, deputy and sergeant home pages starting one week in advance
- Start event button
- Date and time stamp for Start of Sale Event

3.3.5 Log Bidders

ACS must enable authorized users to take Bidders attendance – enter the following Bidders information in a log:

- Name of Bidder(s) (mandatory)
- Name of Bidder(s) company (mandatory)
- Bidder address(es) (mandatory)
- Bidder telephone number(s) (optional)
- Bidder email address(es) (optional)

3.3.6 Log Sale Event

ACS must enable an authorized user activity to log a sale (Sale Log) event that, at minimum:

- Lists the item(s) for sale
- Lists the minimum bid amount (default to \$0)
- Documents “no bid” items
- Selects name of highest Bidder (from Bidders list)
- Lists the highest bid for each (currency field, default blank)
- Lists the 10% amount for the highest bid (system generated)
- Notes the amount paid (default blank)
- Payment type (e.g. cash, check)
- Records the ID of the check

3.3.6a Sale Event Notes (Minutes)

ACS must provide a large free text field for any notes taken by the staff at the sale; and must generate a compiled report of the logged events and notes, including attendance.

3.3.7 Stop Sale Event

ACS must provide a button indicates the sale event has ended, including:

- Date and time stamp

ACS must require that a minimum ten (10) percent payment is logged from successful Bidders for each item at the time of the sale. ACS must prohibit the closing of the sale activity without a logged ten (10) percent payment or the cancellation of a sale for each item.

3.3.8 Take Payment

ACS must enable the continued editing of the sale activity, beyond the actual sale event, including modifications to the notes, items sold and amounts. ACS must log, by date, any change by list without overwriting previous data or notes; including the editor. No prior entries may be deleted or altered after the Stop Sale Event has been triggered.

ACS must allow payments to be received after the sale event is concluded.

3.3.8a Sale Receipt

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered Bidders (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.3.9 Document the Sale <Recording Documents>

ACS must enable the compilation of data to a report (documents) to be prepared for the Department of Motor Vehicles (DMV) and the Orange County Recorder’s Office to document transfer of ownership or certificate of sale.

3.3.10 Sale Recording Documents

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

3.4 File Close

3.4.1 File Close List

ACS must add all satisfied judgments, expired writs, or completed levies to a File Close List which must enable the case managers to close the files in a batch process or individually.

3.4.2 File Close

ACS must only enable the closing of all Complex Levy files by manually clicking a “File Close” button. This may be done by individual file or in batch. To close a file, ACS must validate that amounts to be collected or owed = \$0; and that all activities have been closed. ACS must notify the user what steps are still outstanding in order to close a file.

3.4.3 Writ Return Errors

ACS must enable the following: If any writ returns contain errors, the case manager must be able to reopen and edit the information.

3.4.4 Reopen

ACS must enable the following: A “Reopen” button must be enabled after a file has been closed. If the Reopen button is selected, the file must be placed on an Active list for the assigned case manager to modify the service details. ACS must count, for the purposes of file management, reopened files as new files.

3.4.5 Revise and Email Writ Return

ACS must enable a user to create and generate a revised Writ Return as a report using compile ACS data.

3.4.5a Revised Writ Return

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)
- Send via data integration to court (s) (future, not in scope)

3.4.6 Archive

ACS must store and reference closed files in a separate database table from active files for the purposes of lookup and query.

4.0 Accounting

Accounting processes encompass all activities pertaining to the collection, disbursement, reconciliation and auditing of funds.

Functional Requirements - Accounting

Account processes include receiving and disbursing funds, auditing accounting transactions and behind-the-scenes activities such as determining the distribution of funds and the interest accrued on ongoing levies. ACS must be divided for the purposes of processing files into a File Management Module and Accounting Module.

The ACS application must consist of a process of activities and events following the receipt of funds.
The process structure is:

- 4.1 Accounts Management
- 4.2 Post Levy Payments
- 4.3 Balance Receipts
- 4.4 Pre-distribution Validation
- 4.5 Distribute Funds – Fees and Deposits
- 4.6 Distribute Funds – Levy Payments
- 4.7 File Close

Level II

4.1 Accounts Management

- 4.1.1 Manage Garnishee Accounts
- 4.1.2 Manage Vendor Accounts

4.2 Post Levy Payments

ACS shall allow the OCSB Civil Bureau to post funds received from a levy on wages, other funds or property sales.

Functional requirements for posting payments received from garnishees after a successful levy are defined by the following set of workflow processes:

- 4.2.1 Receive Funds
- 4.2.2 Log Checks as Received
- 4.2.3 Verify File Identification
- 4.2.4 Correct File
- 4.2.5 Return Payment
- 4.2.6 Return Payment Letter
- 4.2.7 Log Checks Returned
- 4.2.8 Correct Problem with Garnishee
- 4.2.9 File in Suspense/Released
- 4.2.10 Approve, Post and Update
- 4.2.11 Update Cashier and Transaction Journals
- 4.2.12 Balance Receipts

4.3 Balance Receipts

Functional requirements for verifying receipts are defined by the following set of workflow processes:

- 4.3.1 Balancing Report
- 4.3.2 Verify Data Elements
- 4.3.3 Correct File
- 4.3.4 Can be Corrected
- 4.3.5 Single Check
- 4.3.6 Process Refund
- 4.3.7 Return Payment
- 4.3.8 Return Payment Letter
- 4.3.9 Log Checks Returned
- 4.3.10 Make Correction
- 4.3.11 Prepare Deposit
- 4.3.12 Prepare Invoice to Court on Restraining Order

4.4 Pre-distribution Validation

ACS shall allow funds received from levies to be disbursed to the judgment creditor, with excess refunded to the debtor. Deposits received for levy expenses are paid to the appropriate vendor, with any excess refunded to the creditor. Before distribution, ACS shall permit transactions to be reviewed by accounting staff for accuracy. Transactions that must be audited include:

- Manual transactions
- Exceptions/anomalies
- Receipts over a certain threshold amount, including credit sales
- Vendor payments
- Payments more than 180 days since the last posting

Functional requirements for auditing transactions before payments are disbursed are defined by the following set of workflow processes:

- 4.4.1 Disbursement Exception Report
- 4.4.2 Clerk Verify Transaction
- 4.4.3 Supervisor and/or Manager Required
- 4.4.4 Verified
- 4.4.5 Correct Errors
- 4.4.6 Authorize Distribution
- 4.4.7 Distribute Funds –Fees and Deposits
- 4.4.8 Distribute Funds – Levy Payments

4.5 Distribute Funds – Fees and Deposits

ACS shall allow the funds and deposits referenced in 4.4 to be disbursed/paid with excesses refunded.

Functional requirements for disbursing these funds are defined by the following set of workflow processes:

- 4.5.1 Track Vendor Payments
- 4.5.2 Vendor Payment Report
- 4.5.3 Disbursement to Vendor (s)
- 4.5.4 Disbursement
- 4.5.5 Hold Payment until Service Complete
- 4.5.6 Funds Remaining
- 4.5.7 HWFT
- 4.5.8 Writ Expired
- 4.5.9 Levy
- 4.5.10 Refund Deposit to Creditor
- 4.5.11 Print Check
- 4.5.12 Distribution of Fees and Deposits Complete

4.6 Distribute Funds – Levy Payments

ACS shall allow the funds disbursed from levy payments to include payments to the creditor, payments to the court, and refunds to the debtor. Interruptions or modifications will suspend or modify payments to the creditor. Functional requirements for disbursing funds received as levy payments are defined by the following set of workflow processes:

- 4.6.1 Order of Distribution
- 4.6.2 Recovery of Waived Fees
- 4.6.3 Fees Owed to Court
- 4.6.4 Payment to Court
- 4.6.5 <\$13 Remaining

- 4.6.6 Subsequent Payments Expected
- 4.6.7 Hold until \$13 in Account or 180 Days, whichever occurs first
- 4.6.8 180 Days and Still <\$13
- 4.6.9 Debtor Assessment Charge to Revenue Account
- 4.6.10 Balance Greater than Modified Payment
- 4.6.11 Balance Greater than Judgment
- 4.6.12 Refund to Debtor
- 4.6.13 Funds to Creditor
- 4.6.14 Subsequent Payment Expected
- 4.6.15 Earnings Withholding Order
- 4.6.16 Judgment Balance Equal to \$0
- 4.6.17 Costs and Interest Owed Less than \$20
- 4.6.18 Writ Return

4.7 File Close

ACS shall allow files to be closed either individually or by a batch process. Functional requirements for closing a file are defined by the following set of workflow processes:

- 4.7.1 File Close List
- 4.7.2 File Close
- 4.7.3 Accounting Errors
- 4.7.4 Reopen File
- 4.7.5 Archive File

Level III

4.1 Accounts Management

4.1.1 Manage Garnishee Accounts

ACS must maintain a chart of Garnishee Accounts. Each account shall be linked to the identifying information for the Garnishee (see 2.1.10 and 3.1.10 above). A Garnishee account shall provide the following filterable list of information tracked chronologically for that Garnishee:

- Transaction dates and times
- Transaction amount
- File number
- Court case number
- Debtor name
- Creditor name
- Total amount garnished for each file number
- Total amount garnished for each case number
- Total amount garnished for active month
- Total amount garnished for active year
- Total amount garnished
- Total amount garnished for any ad hoc time period

4.1.1a Garnishee Account Report

- ACS must enable authorized users to generate and print a report illustrating the filtered results of the information displayed in 4.1.1.

4.1.2 Manage Vendor Accounts

ACS must maintain a chart of Vendor Accounts. Each account shall be linked to the identifying information for the Vendor (see 3.2.4 above). A Vendor account shall provide the following filterable list of information tracked chronologically for that Vendor:

- Transaction dates and times

- Transaction amount
- File number
- Court case number
- Debtor name
- Creditor name
- Total amount paid to vendor for each file number
- Total amount paid to vendor for each case number
- Total amount paid to vendor for active month
- Total amount paid to vendor for active year
- Total amount paid to vendor
- Total amount paid to vendor for any ad hoc time period

4.1.2a Vendor Account Report

ACS must enable authorized users to generate and print a report illustrating the filtered results of the information displayed in 4.1.2.

4.2 Post Levy Payments

4.2.1 Receive Funds

ACS must auto-log or enable authorized users, at this juncture, to log the receipt of payments from the debtor/garnishee. Payments must be logged (entered) as deposits per the following minimum fields indexed to each file:

- Date and time stamp
- Amount
- Received from name and ID (select from garnishee/party ID# in system)
- Type of payment:
 - ✓ Cash (manual selection)
 - ✓ Check (manual selection)
 - ✓ Credit card (automatic)
 - ✓ Electronic funds transfer (automatic)
- Check no, if a Check (constrained mandatory)

4.2.2 Log Checks as they are received

ACS must require staff receiving checks to scan ALL checks received into a digital file that shall serve as a log of checks received.

4.2.3 Verify File ID

ACS must enable the user to compare identifying information accompanying payment to the existing file record to confirm the payment is applied to the correct file. ACS must provide configurable data sets for comparison, with the ability to establish priorities and numbers of elements which must match in order to verify payment is applied correctly. Design methodologies must not include reentering of all the below data; but may include a checklist of yes/no matches to the below data sets. A single mismatch must place the payment in an “unverified” review status. Examples of data sets include at minimum:

- file number
- court case number
- debtor’s name
- garnishee’s name and
- specific levy amount (see 2.1.6 and 3.1.6)

4.2.3a Verified?

ACS must automatically change the status of the payment to “verified,” if all data items match with the existing file record. The ACS file workflow must proceed to entering the amount received

(10.1.10). If any data items do not match, the ACS file workflow must be manually verified to determine if the payment is correctly applied.

4.2.3b Manual Verification

ACS must enable staff to review the file information to determine if the file is correctly identified; edit any incorrect data (e.g. in the original court information); and manually change the status to “verified.”

4.2.4 Correct File

If staff determines the file is correctly identified, the ACS file workflow must proceed to 4.2.8, correct problem with Garnishee. If the file is not correctly identified, ACS must require that the payment is returned to the sender.

4.2.5 Return Payment

ACS must enable the prompting of the user to return the payment if the status of the payment is “unverified.” The activity must be mandatory in the file workflow.

4.2.6 Return Payment Letter

ACS must enable an authorized user to approve or remove a check or EFT request via Orange County Auditor and <Return Payment Letter>, explaining the return, as attachments to garnishee(s) and other payer(s) utilizing the following functions:

4.2.7 Log Checks Returned

ACS must maintain a separate log of checks returned to the sender. The log includes the following minimum information, which shall be entered or system generated at check printing and issuance:

- Issuer name (system generated)
- check number (auto generated)
- amount of check (data entry)
- date of check(auto generated)
- address check mailed to(auto generated from garnishee or party ID, with manual data entry permitted)
- why the check was returned(free text)
- the date it was returned (auto-generate with data entry override)

4.2.8 Correct Problem with Garnishee

ACS must enable the user to edit the file following an “unverified” payment status, If the file was not automatically verified because of an identification problem that can be corrected and subsequent funds are expected, the clerk contacts the garnishee to make the correction (analog) so that any future payments are automatically verified.

4.2.9 File in Suspense/Released

ACS must enable the following: If the file is in suspense due to bankruptcy or filing of a Claim of Exemption, or the levy has been released, the ACS file workflow must proceed to 4.2.5. If not, the ACS file workflow must proceed to 4.2.10.

4.2.10 Approve Payment

ACS must enable the following: If the payment is correctly attributed to a file, the system must at minimum:

- approve payment
- post the payment amount to the ledger and
- update the file record

ACS must enable authorized users to approve payments individually by file or in batch.

4.2.11 Update Cashier/Transaction Journals

ACS must update journals of all cashier transactions and all office transactions with the payment information.

4.2.12 Balance Receipts

The ACS workflow file must proceed to Balance Receipts.

4.3 Balance Receipts**4.3.1 Balancing Report**

ACS must enable the following: After funds are received and posted, a balancing report, listing all transactions, must be generated for each day. The report must include the following data sets:

- Cashier(system)
- file number(system)
- check number(data entry)
- payee name(data entry, except EFT, by sender)
- amount paid (data entry, except EFT, by sender)
- One check for multiple files (yes/no) (auto/data entry, except EFT, by sender)
- Status (auto-generated)

Completion of logging of a payment must result in a workflow status Payment State Model. ACS must uniquely track payment status for every payment on every file. See below for workflow. Only Payment Verified may be manually overridden. ACS must trigger all other states by the completion of activities:

- ✓ Payment Logged
- ✓ Payment Auto-Verified
- ✓ Payment Unverified
- ✓ Payment Verified
- ✓ Payment Returned

4.3.2 Verify Data Elements

ACS must enable the following: To confirm the payment has been posted to the correct file, the system must compare specified file data sets with the balancing report. The data sets for verification must be configurable, and shall at minimum include:

- file number
- court case number
- debtor's name
- garnishee's name and
- specific payment amount (see 2.1.6 and 3.1.6)

4.3.2a Verified

ACS must verify against the above data elements. If the data elements are correct, the ACS file is "payment auto-verified," and the file workflow must update the cashier and transaction journals (4.3.11). If the data elements are not correct, the ACS workflow file must be placed on an exception report for staff to manually review the file information.

4.3.2b Further Verification Required

ACS must enable staff to review "payment unverified" file information to determine if the file is correctly identified and to make any necessary edits or take action to confirm payment to the creditor.

4.3.3 Correct File

ACS must enable the following: If staff determines the file is correctly identified, the ACS file workflow must proceed to 4.3.11. Prepare Deposit. If the file is not correctly identified, the ACS file workflow must continue to 4.3.4.

4.3.4 Can the Information be Corrected

If the ACS file information is edited and correctly matches the file (see 4.3.2 above), the ACS file auto-changes status to “Payment Verified” and the ACS file workflow must proceed to 4.3.10 Make Correction.

4.3.5 Single Check

ACS must enable the following: If the garnishee(s) or other payer(s) check was written for just one case, the ACS file workflow must proceed to 4.3.7 Return Payment. If not, the ACS file workflow must continue to 4.3.6.

4.3.6 Process Refund

ACS must enable the following: If the check was for payment on multiple files, and any file associated with the check is “payment unverified,” the single file payment (part of a garnishee or payer check) must post to a suspense account.

4.3.7 Return Payment (Single Check)

ACS must enable the user to return the payment to the payer.

4.3.8 Return Payment Letter

ACS must enable an authorized user to approve or remove a check or EFT request via Orange County Auditor and <Return Payment Letter>, explaining the return, as attachments to garnishee(s) and other payer(s) utilizing the following functions:

4.3.9 Log Checks Returned

ACS must maintain a separate log of checks returned to the sender. See 4.2.7 above.

4.3.10 Make Correction

ACS must enable staff to review “payment unverified” file information to determine if the file is correctly identified and to make any necessary edits or take action to confirm payment to the creditor. ACS must enable users to manually change the payment status to “Payment Verified.” Alternatively, if all data is validated, ACS must convert the status to “Payment Auto-Verified.”

4.3.11 Prepare Deposit

Prepare funds for deposit. The deposit is manually entered in the Orange County Auditor’s system. (Not currently an ACS function.)

4.3.12 Invoice Court on Restraining Order Cases

ACS must enable an authorized user to invoice the Orange County Court for payment of filing fees on restraining order cases, primarily for service of documents (see Section 1.0 above).

4.3.12a Restraining Order Invoice to Court

ACS must enable the preparation, printing and mailing of an invoice for outstanding amounts owed for filing fees on service of documents for restraining order cases.

4.4 Pre-distribution Validation

ACS must enable staff to review “unverified” file information to determine if the file is correctly identified and to make any necessary edits or take action to confirm payment to the creditor.

4.4.1 Disbursement Exception Report

ACS must generate a report on demand that lists all deposit payments that fall into the following categories for review by assigned case managers, accountants or a supervisor:

- Manual transactions (non-EFTs)
- Exceptions/anomalies (files with “unverified payment” status)
- Payments over a stated threshold (e.g. \$5,000)
- Vendor payments
- Payments received over 180 days from last posting
- Less than 15 days since levy was performed

ACS must maintain an administrative table to configure criteria for review prior to disbursement. The disbursement criteria administrative table must be configurable for logical types (categories) by the OCSD Civil Bureau. Minimum criteria must include at minimum:

- Status of payment verification
- Type of transaction
- Payment amount thresholds
- Type of payment
- Timing of payment after prior posting

ACS must not track disbursements by status. The status is keyed to payments and deposits. If payments and deposits are correct, the disbursement activity must auto-generate.

4.4.1a Print Disbursement Exception Report

ACS must enable authorized users to generate and print the Disbursement Exception Report on demand.

4.4.2 Clerk Verify Transaction

ACS must enable clerks and staff to verify a transaction and change the status to “payment verified.”

4.4.3 Supervisor and/or Manager Required

ACS must require supervisor and/or manager approval for selected types of transactions or criteria (configurable). A criterion is payments over a threshold amount. ACS must enable approval methodology to include:

- Electronic signature (password verification)

4.4.4 Verified?

ACS must enable the following: If the information is correct, the supervisor or the clerk may authorize disbursement. ACS’s authorizing methodology must be enabled by changing of the status of the payment to “payment verified.” If payment is not verified, the file must remain on the “Disbursement Exception Report and logged in a separate criteria labeled:

- Additional Review Required

4.4.5 Correct Errors

ACS must enable editing and correction of the file and transactions and authorization of the payment (“payment verified”).

4.4.6 Authorize Distribution

ACS must enable authorized users to approve distribution of the funds by individual case or in batch (all files with “payment verified” status. ACS methodologies are described below.

4.4.7 Distribute Funds – Fees and Deposits

ACS must enable the following: After distribution is authorized, fees and deposits distribution proceeds to Distribute Funds – Fees and Deposits (4.5).

4.4.8 Distribute Funds – Levy Payments

ACS must enable the following: After distribution is authorized, levy payments distribution proceeds to Distribute Funds – Levy Payments (4.6).

4.5 Distribute Funds – Fees and Deposits

4.5.1 Track Vendor Payments

ACS must enable the OCSD Civil Bureau to track vendor payments by vendor and issue reports summarizing payments by vendor ID, vendor name, date, case number and amount for any chosen period. The vendor payments report must be accessible from the contacts database by vendor ID (see 2.1.7 and 3.1.10a above) and from individual files on which a vendor payment has been issued.

4.5.2 Vendor Payment Report

ACS must enable an authorized user to print and/or transmit by hardcopy or email a vendor payment report, including, at minimum, the following fields:

- Date of report
- Period of report (ad hoc, monthly, quarterly, annual, total history)
- Vendor ID
- Vendor name
- Vendor contact
- Address
- Telephone number (optional)
- Email address (optional)
- List of transactions (invoices and payments) by date
- Total amount of payments issued

4.5.3 Disbursement to Vendor(s)

ACS must enable the following: If the OCSD Civil Bureau has received deposits to pay for expenses on levies, once an invoice is received, payment must be made to the appropriate vendors, either by electronic funds transfer to the vendor's bank account or by printing and mailing a check.

4.5.4 Disbursement

ACS must enable an authorized user to approve or remove a check or EFT request and <Vendor Receipt>, utilizing the following functions. ACS must enable an authorized user to set up EFT or check disbursements for a file and individual creditor on the file, in order to auto-trigger the function throughout the life of the file (TP/B or EWO levy):

- ACS will generate a check request file according to a format given by the Auditor-Controller.
- The file will be transmitted via scheduling on related servers.

4.5.5 Hold Payment until Service Complete

ACS must hold any excess funds (designated by instruction at fee payment for services) and not refund them until all service activities are complete or a re-levy or modified instructions have been issued by the creditor. ACS must verify fee deposit refunds against any open service activity.

4.5.6 Funds Remaining

ACS must enable the following: If after fees are transferred to the OCSD Civil Bureau general revenue account (see 3.1.3a and 3.1.12a) and any deposits were paid to vendors and no open service remains, there are funds remaining in the account, the ACS file workflow must continue to 4.5.7. If there are no funds remaining, the ACS file workflow must proceed to 4.5.9.

4.5.7 HWFT

If the writ is held full term, the ACS file workflow must move forward based on whether the writ is still valid (HWFT is checked). If it is not held full term (HWFT is not checked at file initiation), ACS must require the immediate refund of any excess deposits to the creditor. ACS must include the flagging of a file to an exception report for the assigned case manager/accountant and supervisor.

4.5.8 Writ Expired

ACS must enable the following: If the writ has not expired, the ACS file workflow must return to 2.1.4 to await new instructions (Re-levy). If the writ has expired, ACS must refund any excess deposits to the creditor (see 4.5.7 above). At writ expiration (date established on calendar at file initiation, see above), ACS must auto-change the file status to “Writ Expired,” and require the final payment of any remaining service fee or vendor invoice accounts payable and the refund of any remaining fees and deposits to the creditor (4.5.10).

4.5.9 Levy

ACS must enable the following: If the case is a TP/B levy, the ACS file workflow must move forward based on whether service was valid (4.5.9a). If not a TP/B levy, distribution of fees and deposits is complete (“Fee and Deposit Payments Complete”).

4.5.9a Valid Service

ACS must enable the following: If the case was not a levy and service was valid (Service activities are complete and closed), the case must move to 10.5 Distribute Funds – Levy Payments. If service was not valid (service activities are not complete and closed), ACS must hold the case based on the presence of an HWFT (4.5.7).

4.5.10 Refund Any Deposit to Creditor

ACS must require that funds remaining after service fees and vendor invoices are paid are refunded to the creditor via electronic funds transfer or by printing and mailing a check.

4.5.11 Print Check

ACS must require that funds remaining after service fees and vendor invoices are paid are refunded to the creditor via the transactional method set up on the file for the creditor. See 4.5.4 above.

4.5.12 Distribution of Fees and Deposits Complete

ACS must enable the following: When no funds are remaining, the distribution of fees and deposits is complete (zero balance). Levy payments may still be held by the Civil Bureau. The ACS file workflow must continue or proceed to 4.6 Distribute Funds - Levy Payments. Note that service fees and deposits may be incurred, paid and reimbursed simultaneous to distribution of funds from levy payments.

4.6 Distribute Funds – Levy Payments

4.6.1 Order of Distribution

ACS must enable the order of distribution of any levy payments according to the following prioritized schedule:

1. Waived Fees for the OCSD Civil Bureau (revenue account) (see 4.6.2 below)
2. Court Fees (see 4.6.3 below)
3. DAC –Debtor Assessment Charge (if funds exceed \$25.00) (see 4.6.9 below)
4. Creditor Service Fees and Deposits + Creditor Judgment and Interest (note that all of these amounts collected from the debtor are aggregated for payment to the creditor) (see 2.1.6 and 3.1.6 above)

4.6.2 Recovery of Waived Fees

If Civil Service fees are waived by the court (see 2.1.6 and 3.1.6 above), ACS must still require the collection of service fees from the debtor. Waived fees for the OCSD Civil Bureau must be transferred into the OCSD Civil Bureau revenue account.

4.6.3 Fees Owed to Court

ACS must enable the following: If the court waived its filing fees (see 2.1.6 and 3.1.6 above), ACS must forego any distribution of Court fees (2nd priority).

4.6.4 Payment to Court

ACS must enable the following: The court fees are paid after the OCSD Civil Bureau waived service fee and before any funds are distributed to the creditor (see 4.6.1, order of distribution above). ACS must enable that any payment amounts for Court fees must be transferred to the court's bank account electronically or by printing and mailing a check.

4.6.4a Court Disbursement

ACS must enable the following: See 4.5.4 above.

4.6.5 Less than \$13 remaining

ACS must enable the following: After the OCSD Civil Bureau fee and court fees have been paid, if there is less than \$X (currently \$13) remaining in the OCSD Civil Bureau possession ACS must not assess the Debtor Assessment Charge (DAC). ACS must provide an administrative table to enable an authorized user to maintain and modify the threshold amount.

4.6.6 Subsequent Payments Expected

ACS must enable the following: If additional payments are expected, the funds must be held until more funds are received. If additional payments are not expected, the amount less than \$13 must be distributed to the creditor without taking the DAC.

4.6.7 Hold until \$13 in Account or 180 Days, Whichever Occurs First

ACS must enable the following: If additional payments are expected, the amount less than \$13 must be held either until more funds are added that bring the balance to \$13 or greater, or 180 days has passed, whichever occurs first.

4.6.8 180 Days and Less than \$13

ACS must enable the following: If 180 days pass and the account still has less than \$13, the funds must be distributed to the creditor without taking the DAC.

4.6.9 Debtor Assessment Charge to Revenue Account

ACS must enable the following: If after disbursing service and court fees there is \$13 or more remaining in the OCSD Civil Bureau possession, the DAC must be transferred to a revenue account. ACS must charge a DAC for each check or EFT received, except for the exceptions noted above.

4.6.10 Balance Greater than Modified Payment

ACS must enable the following: If the payment amount has been modified by a Claim of Exemption, Creditor Modification or Adjusted Judgment and the amount collected is greater than that amount, the ACS file workflow must proceed to 4.6.12 Refund to Debtor. If not, the ACS file workflow must continue to 4.6.11.

4.6.11 Balance Exceeds Judgment

ACS must enable the following: If the remaining balance is greater than the judgment amount owed to the creditor, any excess must be refunded to the debtor.

4.6.12 Refund to Debtor

ACS must enable the following: Any funds over the amount of the judgment owed to the creditor or over the amount of the payment amount that has been modified by a Claim of Exemption, Creditor Instruction or Adjusted Judgment must be refunded to the debtor, either by electronic funds transfer or by printing and mailing a check.

4.6.13 Funds to Creditor

ACS must enable the following: Any remaining funds must be disbursed to the creditor, either by electronic funds transfer or by printing and mailing a check. ACS must allow a funds transaction to be made for each check or EFT received.

4.6.14 Subsequent Payment Expected

ACS must enable the following: Payments may be received on an ongoing basis from a wage garnishment, or additional funds may be expected from a bank levy. ACS must enable a user to set up a payment schedule two ways:

1. No Term Payments. Specified amount received according to a specified calendar schedule, until judgment is satisfied (no term). If the payment amount is altered or delayed; ACS must auto-calculate interest adjustments and payment amounts; or enable an authorized user to manually adjust the payment schedule.
2. Term Payments. Specified amount received for a specified number of payments (term), according to a specified calendar schedule. If the payment amount is altered or delayed; ACS must auto-calculate interest adjustments and payment amounts; or enable an authorized user to manually adjust the payment schedule.

If this occurs, the process shall return to 4.2 Post Levy Payments.

4.6.15 Earnings Withholding Order

ACS must enable the following: If the case is not an EWO, the ACS file workflow must go to 4.6.15a to validate Hold Writ Full Term. If the case is an EWO, the ACS file workflow must skip to 4.6.16.

4.6.15a Hold Writ Full Term

If this is a HWFT, ACS must hold the writ for further instructions. Note that further instructions may be received at any time during the life of the file. Not all result in a re-levy. Re-levies must return to 3.1.7 Select File Type. If it is not HWFT, the ACS file workflow must proceed to 4.6.18 Writ Return

4.6.16 Judgment balance Equal to \$0

ACS must enable the following: If the remaining principal of the original judgment is equal to \$0.00, even if post-judgment accruals are still owing, the account may be closed under certain conditions.

4.6.17 Costs and Interest Owed Less than \$20

ACS must enable the following: If the judgment balance is \$0.00 and the amount owing for costs and interest is less than \$20, the account may be closed and anything owing waived. The file must appear on an Exception Report for staff review, and the ACS file workflow must proceed to 4.6.17a Manual Verification.

4.6.17a Manual Verification

ACS must enable the following: If the judgment balance is \$0.00 and the amount owing for costs and interest is less than \$20, the file must be reviewed by a staff person to determine if the account may be closed. If the file may not be closed, file must remain in Collect/Disburse status. If the file may be closed, must enable an authorized user to change the file to Judgment Satisfied status by trigger of an activity.

4.6.18 Writ Return

ACS must enable the following: When the levy is completed, ACS must change the status to the following types, all of which precede File Close:

Writ Return Status

- ✓ Judgment Satisfied (entire judgment amount has been collected)
- ✓ Writ Expired (by pre-set date)
- ✓ Levy Released (by creditor instruction)
- ✓ Levy Expired (no activity for 180 days (or 1 year if support garnishment or employee is on leave of absence))

ACS shall require that an authorized user prepare a Writ Return to transmit to the court(s) and creditor(s).

4.6.18a Print and Transmit Writ Return

ACS must enable an authorized user to print and transmit a <Writ Return> as attachments to the court(s) and creditor(s) on a single file utilizing the following functions:

- Email to registered court(s) and creditor(s) (Standard Email Correspondence template) or
- Mail to unregistered court(s) and creditor(s) (Standard Letter Correspondence template)

4.7 File Close**4.7.1 File Close List**

ACS must generate a report of all files ready to close at the change of file status to File Close List for review by an assigned accountant/case manager/supervisor.

4.7.2 File Close

ACS must enable staff to close files on the list individually or in batch, by the clicking of a File Close button. ACS must convert file status to File Closed. ACS must lock a file for editing at File Closed status, unless the file is reopened (see 4.7.4 below).

4.7.3 Accounting Errors

ACS must enable the authorized reviewer to note errors discovered in a file:

- ✓ File error checkbox,
- ✓ data set list with checkbox next to sets with errors,
- ✓ free text comments field

ACS must require that a supervisor reopen the file to make corrections and conduct the above review process (4.7.3)

4.7.4 Reopen File

ACS must enable an authorized user to reopen a file if corrections are required after the file is closed. ACS must classify a reopened file status as "Reopened." Reopened files must not follow the workflow of a TC/B or EWO levy. ACS must permit re-levies on the same file after File Closed and Reopened. ACS must severely restrict edits to Reopened files per rules determined during the design process.

4.7.5 Archive File

ACS must auto-archive files after N days (months) on File Closed status. Auto-archive is the removal of the file from the active file list and placement on an archived file list. File archival must not affect management information or business intelligence data retrieval or mapping.

ACS must enable authorized staff to reopen archived files. ACS must place reopened files on a Reopened File List, not Active File List.

5.0 Assignment

Functional Requirements—Assignment

The assignment process begins as information is provided when a file is e-filed with the OCSD Civil Bureau or manually filed at the OCSD Civil Bureau by mail or at the public intake window. After a registration number (1.1.3) is assigned each file is assigned to a case manager. The process occurs for all file categories.

The ACS application must consist of a linear process of activities and events following a new filing. The process structure includes:

- 5.1 Assignment
- 5.2 Field Assignment Process

Level II

5.1 Assignment

Functional requirements for Assignment shall include the following workflow processes:

- 5.1.1 Active File List
- 5.1.2 Assignment by File Category
- 5.1.3 Case Manger Read/Write Permissions
- 5.1.4 Random Assignment
- 5.1.5 Attendance Calendar
- 5.1.6 All Files
- 5.1.7 All Activities
- 5.1.8 My Files
- 5.1.9 High Priority Activities
- 5.1.10 File Lists Filters
- 5.1.11 File Lists Sort
- 5.1.12 Reassigned Files and Activities
- 5.1.13 Audit Trails of Field Level Edits
- 5.1.14 My Files and My Activities Load Balancing and Management Information
- 5.1.15 Accountants Assignment

5.2 Field Assignment Process

The assignment process begins when a case is filed with the OCSD Civil Bureau and information is sent to the Field Services Unit as a trip ticket. The process occurs within all service types as an extension of the Generate Route function.

The ACS application shall consist of a linear process of activities and events following a request for service. The functional requirement for Field Assignment Process shall include the following workflow process:

- 5.2.1 Log Trip Tickets/Active Service List
- 5.2.2 Sheriff's Technicians by Case Type
- 5.2.3 Zip Code Assignment
- 5.2.4 Each List Prioritized by Case Type
- 5.2.5 Customize/Re-Order List
- 5.2.6 Schedule/Calendar Service

- 5.2.7 Reassign From/To Master List
- 5.2.8 Accept Reassignment
- 5.2.9 Accepted
- 5.2.10 Add to Assignment
- 5.2.11 Premise History
- 5.2.12 Maintain Active Service List

Level III

5.1 Assignment

5.1.1 Active File List

ACS must place all new files on an Active File List. The Active File List must include a structured set of key data for each file type and must be viewable in both list and form (individual file) view. Clicking on a file number in the list will expose the file view. In list view, the form for each highlighted file must be displayed. The form view must be the “working/edit view” for the file.

5.1.2 Assignment by File Category

ACS must assign cases to case managers. The primary division must be according to file category:

- Service of Process and General Levies
- Complex Levies

5.1.3 Case Manager Read/Write Permissions

ACS must enable case managers to have full read/write permissions for the File Management module. ACS must enable case managers to view the Accounting Module, without write permissions; but with the ability to select and print designated reports. ACS must enable the OCSD Civil Bureau administrative users to edit read/write permissions.

5.1.3a Account Clerk Read/Write Permissions

ACS must enable account clerks to have full read/write permissions for the Accounting module. ACS must enable account clerks to view the File Management module, without write permissions; but with the ability to select and print designated reports. ACS must enable the OCSD Civil Bureau administrative users to edit read/write permissions.

5.1.3b Supervisor/Manager File Read/Write Permissions

ACS must provide supervisors/managers with the ability to review/edit all file and activity lists below, by individual manager, and in All Files and All Activities modes for both file management and accounting modules. ACS must track in the Audit Trail any edits made by a supervisor/manager.

5.1.4 Random Assignment

ACS must randomly assign files within each file category to ensure load balancing file distribution to each case manager. Load balancing must take into account an attendance calendar and ad hoc redistribution of individual or batch files.

5.1.5 Attendance Calendar

ACS must provide an attendance calendar in which case manager planned and ad hoc absences easily may be blocked by day or week, as data entry or in a graphical calendar view. Business rules are at minimum:

- ✓ No case may be assigned to a case manager on a day on which they are absent;
- ✓ On planned absences (one day or block of days), a supervisor may reassign an entire assigned set of cases from one individual case manager to another case manager, or equally redistribute them across all other case managers – called full reassignment; or
- ✓ Order individual or full file reassignment and then automatically return the same set of cases to the originally assigned case manager with one choice;

- ✓ On unplanned absent days, a supervisor/manager may reassign cases individually or in batch to another case manager or order full reassignment;
- ✓ Load balancing must count supervisor/manager reassignments.

5.1.6 All Files

ACS must provide an unfiltered list of All Files for each case manager, for files assigned to all case managers within each file category.

5.1.7 All Activities

ACS must provide an unfiltered list of All Activities for all case managers, for all files within each file category. All case managers must have read/edit rights on all files within both file categories; except with the following business rule:

- ✓ No General Levy case manager may edit a Complex Levy file without the activity approved by a supervisor/manager or a Complex Levy case manager.

5.1.8 My Files

ACS must provide a filtered list of My Files for each case manager, for files assigned to that case manager.

5.1.8a My Activities

ACS must provide a filtered list of My Activities for each case manager, for pending workload activities on files assigned to that case manager. Workload activities must be sortable by file type, activity type, file status and activity status. Case managers must be able to work with My Activities views as a list and each file as a working form view side by side. As each activity is selected, the appropriate file edit view is displayed.

5.1.9 High Priority Activities

ACS must enable pending workload activities for files with closure and full term deadlines to be separately classified as “high priority.” Each case manager must be able to set their advance notice number of days = N Days Advance Notice for high priority activities.

5.1.10 File Lists Filters

ACS must enable each authorized user to filter My Files, My Activities, High Priority Activities, All Files and All Activities lists by file type and all other basic file data fields except free text fields. ACS must include the case manager capability of exposing basic file data (non-activity) fields and displaying them in a preferred order or sequence in a list view. Form views must be inclusive and not display-editable. ACS must enable all editable fields to be editable in both list and form views.

5.1.10a File Lists Filters by Case Manager

ACS must enable each authorized user to easily filter All Files and All Activities list by assigned case manager. This function is critical. In lieu of full or individual reassignment, a supervisor/manager may simply request that a case manager manage/edit the files/activities assigned to another case manager. ACS must enable an authorized user to be able to easily filter All Files and All Activities lists to see and manage the files and activities assigned to another case manager.

5.1.11 File Lists Sort

ACS must enable each authorized user to sequentially sort My Files, My Activities, High Priority Activities, All Files and All Activities lists by file type and all other basic data fields, especially date fields, except free text fields.

5.1.12 Reassigned Files and Activities

ACS must provide a real time notification to case managers of reassigned files and activities individually or in batch as a separate initial list for one day.

5.1.12a Re-Assignment

ACS must allow the supervisor to reassign or must allow another case manager to take over assignment of a previously assigned case manager's file or batch of files in order to view and edit the files on an ad hoc basis. The assigned case manager cannot reassign their files to another case manager.

5.1.12b Case Management Assignment

ACS must track file assignment for the purposes of active file management and for business intelligence (management information) by the most recently assigned case manager. Once a file has been assigned, ACS must place the file by Registration number or file number on the case manager's My Files list.

5.1.13 Audit Trails of Field Level Edits

ACS must enable accessibility to Audit Trails at the authorized user level at all times. ACS must track all field level edits in the audit trail by at minimum:

- File number
- Object
- Dataset
- User
- Date and time

5.1.13a Audit Trail Degradation of Performance

ACS must be configured to continue to meet performance specifications regardless of the accumulation of data in audit trails.

5.1.14 My Files and My Activities Load Balancing and Management Information

For the purposes of load balancing and management information, ACS must count case manager file assignments by the active assignment at load balancing or when the data is extracted for reports. If, for example, a set of files are temporarily reassigned to another case manager during a planned absence, the load balancer and management information reports count those files as belonging to the assigned case manager.

The result will be that the ACS load balancer and management information reports must reflect reassignment fluctuations, as files are reassigned back to the original case manager upon their return from an absence.

5.1.15 Accountants Assignment

ACS must enable accountant staff to be tracked as separate ad hoc users for all files by all file types. Accountant staff must have the same views and read/write permissions as a supervisor/manager, solely for the Accounting Module.

5.2 Field Assignment Process**5.2.1 Log Trip Tickets/Active Service List**

ACS must enable the following: The Field Service Unit must receive and log trip tickets and documents from the clerical unit in ACS as a service of process after file creation and maintain an active service list for the following three service types:

- Service of Documents
- General Levies
- Complex Levies

5.2.2 Sheriff's Technicians by Case Type

ACS must enable the following: After receipt of the trip ticket and documents, the system must assign cases to the sheriff's technicians according to set zip codes and the attendance calendar.

5.2.2a Sheriff's Deputies by Case Type

ACS must enable the following: After receipt of the trip ticket and documents, the system must assign cases to sheriff's deputies according to set zip codes and attendance calendar.

5.2.2b Sergeant All Sales Service Types

ACS must enable the following: Cases assigned to the Sergeant are not included in the zip code distribution. These services are limited to Complex Levy sales.

5.2.3 Zip Code Assignment

ACS must enable the following: sheriff's technicians and deputy assignments must be managed by zip codes set by the Field Services Unit.

5.2.4 Each List Prioritized by Casetype

ACS must enable the following: A Field Services staff member now has a list of assigned cases. ACS must pull the cases from their master list that can be served that day. From there, ACS must prioritize the day's cases in order to later create a route. Priorities include:

- Cases that are nearing expiration (expiration date will be visible on list)
Case Type priorities shall be configurable. Examples:
 - Postings
 - Evictions
 - Restraining Orders
 - Bench Warrants
 - Hearing Dates

5.2.5 Customize/Re-Order List

ACS must enable the following: Between 5.2.5 and 5.2.10, priorities, calendars, and assignment must be able to be managed and revised.

If the sheriff's technician or deputy is not satisfied with the system-generated priorities, ACS must enable him/her to override the system and customize the list. The list must also be able to be customized throughout the day.

5.2.6 Schedule/Calendar Service

ACS must enable the following: At this time, cases have been divided and assigned to each Field Services staff member. Cases from the previous day must also have been carried over and included in the active case list. Staff members, as well as the Sergeant, must now have the opportunity to customize assignment based on staff schedule/calendar. This option allows for overriding the system and for customizing single case assignment or a particular staff member's assignments in case he/she is out sick or on leave. This process must be subject to supervisor oversight and/or approval.

5.2.7 Reassign From/To Master List

ACS must enable the following: If the sheriff's technician, deputy, supervisor, and/or Sergeant is not satisfied with the system-generated assignment, he/she can override the system and reassign from and to the master list. Assignment can also be customized throughout the day and must be subject to supervisor approval.

5.2.8 Accept Reassignment

ACS must enable the following: The Field Services officer must receive notice of reassignment and must be prompted by the system to accept or decline assignment.

5.2.9 Accepted

ACS must enable the following: If the officer accepts the assignment, the file must move to the next step in the process. If assignment is not accepted, the file must return to 12.2.7 (Reassign From/To Master List) for reassignment.

5.2.10 Add to Assignment

ACS must enable the following: After reassignment is accepted, the file must be added to the Field Service officer's assignment list.

5.2.11 Premise History

Following route generation, ACS shall allow the file to be returned to the service of documents/process according to case type (1.2, 2.2, 3.2).

5.2.12 Maintain Active Service List

ACS must enable the following: Field Service officers must be able to maintain their own active case list.

6.0 Interruptions/Modifications

Functional Requirements – Interruption/Modifications

Each set of requirements in this section is independent of the others. These interruptions or modifications can occur at various times in various combinations throughout the workflow of Service of Documents, General Levies and Complex Levies.

Interruptions and modifications are events which interfere with the normal flow of a case process. They include:

- 6.1 Adjusted judgment or release
- 6.2 Bankruptcy
- 6.3 Claim of exemption
- 6.4 Non-sufficient fund (NSF) checks
- 6.5 Employer correspondence
- 6.6 Third Party Claim
- 6.7 Cancellation of service
- 6.8 Bankruptcy - Evictions

Level II

6.1 Adjusted Judgment or Release

Creditors may inform the OCSD Civil Bureau that they have received payment directly from the debtor and so are reducing the amount to be collected or releasing the file as the judgment has been satisfied. This Interruption-Modification can occur within General Levies and Complex Levies.

Functional requirements for adjusted or releasing a judgment are defined by the following set of workflow processes:

- 6.1.1 Receive Creditor's Judgment Modification or Release
- 6.2.1 Expecting Payment from Garnishee
- 6.2.2 Notify the Garnishee
- 6.2.3 Judgment Modification or Release Notification
- 6.2.4 One-time Change
- 6.2.5 Change Payment Amount
- 6.2.6 Release
- 6.2.7 Adjust Judgment

6.2 Bankruptcy

If a debtor files for bankruptcy, the OCSD Civil Bureau ceases to collect funds and holds what funds are in its possession until the bankruptcy proceedings are completed. This Interruption-Modification can occur within General Levies and Complex Levies.

Functional requirements for modifying a file based on a bankruptcy filing are defined by the following set of workflow processes:

- 6.2.1 Bankruptcy Notification
- 6.2.2 Eviction
- 6.2.3 Suspend the Account
- 6.2.4 Bank/Third Party Levy
- 6.2.5 Might Bank be Holding Property
- 6.2.6 Earnings Withholding Order
- 6.2.7 Are Funds Held
- 6.2.8 Notify Creditor and Debtor
- 6.2.9 Receive Dismissal of Bankruptcy
- 6.2.10 Send Garnishee Notice to Proceed
- 6.2.11 Discharge of Bankruptcy
- 6.2.12 Within 2 years
- 6.2.13 Release from Creditor or Court Order
- 6.2.14 Disburse to Creditor, Release to Garnishee
- 6.2.15 Order Avoiding Lien
- 6.2.16 Disburse to Debtor
- 6.2.17 Disburse per Release
- 6.2.18 Trustee Requests Funds
- 6.2.19 Disburse to Trustee
- 6.2.20 Trustee Not Interested in Funds
- 6.2.21 Within two years
- 6.2.22 Two Years Pass Without Action

6.3 Claim of Exemption

A debtor can claim that all or part of the funds or property being levied upon should be exempt from garnishment. The OCSD Civil Bureau holds any funds collected until the claim is resolved. The creditor can oppose the claim, in which case the court decides how the funds or property should be distributed; or the creditor can let the claim stand, in which case the funds or property are distributed per the debtor's claim. This Interruption-Modification can occur within General Levies or Complex Levies.

Functional requirements processing a claim of exemption filed by a debtor are defined by the following set of workflow processes:

- 6.3.1 Receive Claim of Exemption
- 6.3.2 Stay Distribution
- 6.3.3 Notify Creditor
- 6.3.4 Opposition to Claim of Exemption and Notice of Hearing
- 6.3.5 Opposition
- 6.3.6 Court Orders
- 6.3.7 Levy Modified
- 6.3.8 Modify Levy
- 6.3.9 Distribute Funds – Levy Payments
- 6.3.10 Release

6.4 Non-Sufficient Fund (NSF) Checks

If a check is returned from the bank for non-sufficient funds, the County Treasurer sends the check to the OCSD Civil Bureau Accounting Unit. If the process paid for has not yet been completed, the file is suspended (e.g., if the check was for service of a document and the document has not been served). A fee for processing the NSF check is added to the amount owed. This Interruption-Modification can occur in any file category: Service of Documents, General Levies and Complex Levies.

Functional requirements for processing NSF Checks are defined by the following set of workflow processes:

- 6.4.1 Receive Returned Check
- 6.4.2 Void Transaction in ACS
- 6.4.3 Suspend File
- 6.4.4 Notify Check Writer
- 6.4.5 Was the Check Paid?
- 6.4.6 Collect Transaction Amount and NSF Fee

6.5 Employer Correspondence

An employer who is paying on an Earnings Withholding Order (EWO) may notify the OCSD Civil Bureau of any changes to the employee's circumstances. Examples are the employee has been terminated or is on leave, or an intervening levy with higher priority has been received. The OCSD Civil Bureau distributes any funds in its possession, then places the file in suspense for up to two years, depending on the circumstances, in case the employee returns to work or the EWO is otherwise revived. This Interruption-Modification is applicable to EWOs (within General Levies).

Functional requirements for processing Employer Correspondence are defined by the following set of workflow processes:

- 6.5.1 Employer Correspondence
- 6.5.2 Funds Disbursement
- 6.5.3 Termination/Leave
- 6.5.4 Intervening Levy
- 6.5.5 Suspend File 180 Days
- 6.5.6 Suspend File 2 Years
- 6.5.7 Reactivated

6.6 Third Party Claim

A third party (someone other than the creditor or debtor) may claim an interest in property levied upon by the OCSD Civil Bureau. The third party can make a claim for the property and post an undertaking to support the claim. If the creditor objects and files a counter-undertaking, the distribution of the property is determined by the court. If the creditor does not object, the funds or property are released back to from whom taken.

Functional requirements for processing a Third Party Claim are defined by the following set of workflow processes:

- 6.6.1 Third Party Claim Filed
- 6.6.2 Notice to Creditor and Debtor that Claim was Filed
- 6.6.3 Third Party Undertaking Filed
- 6.6.4 Notice to Creditor and Debtor that Undertaking was Filed by Third Party
- 6.6.5 Creditor and Debtor Undertaking Filed
- 6.6.6 Notice to 3rd Party that Creditor Filed Undertaking
- 6.6.7 Original Documents to Court

6.6.8 Court Order

6.7 Cancellation of Service

At any time before a document or levy is served, the requesting party can cancel the service. If the deputy or sheriff's technician has not made any attempt at service, the cancellation fee is charged. This Interruption-Modification can occur within all three file categories: Service of Documents, General Levies and Complex Levies.

Functional requirements for cancelling service at the plaintiff's request are defined by the following set of workflow processes:

6.7.1 Receive Written Notice of Cancellation

6.7.2 Service Performed

6.7.3 Cancel Service

6.7.4 Refund Excess to Plaintiff

6.8 Bankruptcy – Eviction

If a debtor files for bankruptcy on an eviction case, the OCSD Civil Bureau stays the eviction until orders are received from the bankruptcy court.

6.8.1 Bankruptcy Notification Received by OCSD Civil Bureau

6.8.2 Stay Eviction

6.8.3 Writ of Possession- Notification

6.8.4 Relief of Stay Order from Bankruptcy Court

6.8.5 Order after Hearing

6.8.6 Creditors Instructions, Docket from Bankruptcy Court

6.8.7 Proceed with Eviction

Level III

6.1 Adjusted Judgment or Release

6.1.1 Receive Judgment Modification or Release

ACS must enable the following: A judgment creditor can ask to have a judgment amount reduced or increased, a payment amount reduced, or can release a garnishment. Hard-copy documents received shall be scanned and the image attached to the file record.

6.2.1 Expecting Payment from Garnishee

ACS must enable the following: If payment is expected from the garnishee, continue to 6.2.2. If not, proceed to 6.2.4.

6.2.2 Notify Garnishee

ACS must enable the following: If there is indication the garnishee will submit payment (e.g., an ongoing EWO, a bank has not returned a MOG), ACS shall send notification of the modification or release to the garnishee.

6.2.3 Judgment Modification or Release Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.2.4 One-time Change

ACS must enable the following: If this change is one-time only, continue to 6.2.6. If this is a permanent change to the judgment or an ongoing change to the payment amount, proceed to 6.2.5.

6.2.5 Change Payment Amount

ACS must enable the following: If the request is to reduce the amount to be garnished from the employer or third party, the payment amount is reduced for all future payments. The Accounting system is updated to reflect the new payment information.

6.2.6 Release

ACS must enable the following: If the garnishment is released, any funds held are distributed and the file closed. If the garnishment is not released, the system shall adjust the amount owed on the judgment and continue the garnishment process. See 4.6 Distribute Funds – Levy Payments.

6.2.7 Adjust Judgment

ACS must enable the following: If instructions are received from the creditor to reduce the judgment due to funds received elsewhere or costs have been added per court order, update the judgment information in the accounting system. Return to 2.3 Collect and Disburse.

6.2 Bankruptcy

6.2.1 Bankruptcy Notification

ACS must enable the following: Receive notice of bankruptcy. If not received electronically, the document must be scanned and the image attached to the file record

ACS must require all bankruptcy data to be entered into ACS:

- Bankruptcy number
- Dates filed and received
- Chapter
- Court
- 341 meeting date
- Trustee's name (select from dropdown menu or add new trustee)
- Trustee address, phone and email address
- Dismissal, discharge and close dates

6.2.2 Eviction

ACS must enable the following: If the case is an eviction, go to 6.8 Bankruptcy – Eviction.

6.2.3 Suspend Account

ACS must enable the following: The account must be automatically suspended so no funds are collected or distributed. ACS must allow authorized users to override the automatic suspensions.

6.2.4 Is this a Bank or Third Party Levy

ACS must enable the following: If yes, proceed to 6.2.5. If not, the levy is an EWO (6.2.6).

6.2.5 Might Bank be Holding Property

ACS must enable the following: If it is possible the bank or third party is holding property, send the bank or third party a stay if required. If not, proceed to 6.2.7.

6.2.5a Send Stay to Bank, Third Party or Employer

ACS must enable the following: Send notice to the bank or third party or to the employer that bankruptcy has been filed and the release of property may be required.

6.2.5b Bankruptcy Stay Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered external parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.2.6 Earnings Withholding Order

ACS must enable the following: If the levy is not a bank or third party levy, it is an earnings withholding order.

6.2.7 Any funds held

ACS must enable the following: If funds are held by the OCSD Civil Bureau, the trustee, creditor and debtor shall be notified (6.2.8a). If not, proceed to 6.2.8. (Not an ACS function.)

6.2.8 Notify Creditor and Debtor

ACS must enable the following: If funds will not be held, notify only the creditor and debtor by email if possible.

6.2.8a Notify Trustee, Creditor and Debtor

ACS must enable the following: Send notification to the trustee, creditor and debtor by email if possible that a notice of bankruptcy has been received, the account is in suspense, and that funds are being held or the bank may be holding funds.

6.2.9 Dismissal of Bankruptcy

ACS must enable the following: Receive dismissal of bankruptcy documents from the bankruptcy court. If not received electronically, scan the documents and attach the images to the file record

6.2.10 Send Garnishee Notice to Proceed

ACS must enable the following: Send a notice to the garnishee to proceed with the levy. Proceed to 4.2 Post Levy Payments.

6.2.10a Garnishee Notice to Proceed

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.2.11 Discharge of Bankruptcy

ACS must enable the following: Receive discharge of bankruptcy documents from the bankruptcy court. If not received electronically, scan the documents and attach the images to the file record

6.2.12 Within Two Years

ACS must enable the following: If the discharge was received within two years of the issuance of the writ, continue to 6.2.13. If not, proceed to 6.2.16.

6.2.13 Release Filed

ACS must enable the following: If a release was filed by the creditor, continue to 6.2.16. If not, proceed to 6.2.14.

6.2.14 Disburse to Creditor, Release to Garnishee

ACS must enable the following: If no release was filed by the creditor, disburse any funds held to the creditor and inform the garnishee the file is terminated. See 4.6 Distribute Funds – Levy Payments.

6.2.14a Release Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.2.15 Order Avoiding Lien

ACS must enable the following: If the bankruptcy court issues an order avoiding lien, the judicial lien is voided.

6.2.16 Disburse to Debtor

ACS must enable the following: After an Order Avoiding Lien is filed, all funds held must be refunded to the debtor and the file closed. See 4.6 Distribute Funds – Levy Payments.

6.2.17 Disburse per Release

ACS must enable the following: If the creditor filed a release or a court order releases funds, the funds shall be disbursed per the instructions in the release. See 4.6 Distribute Funds – Levy Payments.

6.2.18 Trustee Requests Funds

ACS must enable the following: If the trustee requests any funds held, disburse the funds to the trustee. See 4.6 Distribute Funds – Levy Payments.

6.2.19 Disburse to Trustee

ACS must enable the following: Disburse funds to the trustee. See 4.6 Distribute Funds – Levy Payments.

6.2.20 Trustee not interested in Funds

ACS must enable indication of the following: The trustee indicates he/she has no interest in any funds held.

6.2.21 Within Two Years

ACS must enable the following: If trustee indicated no interest and the creditor released the funds, they are disbursed to the debtor. If the creditor has not released the funds, select from 6.2.9, 6.2.11 or 6.2.15. See 4.6 Distribute Funds – Levy Payments.

6.2.22 Two Years Pass without Action

ACS must enable the following: If two years from the date of issuance of the writ has passed and there has been no filing of documents from the bankruptcy court or trustee, go to 6.2.22a.

6.2.22a Check Bankruptcy Status

ACS must enable the following: After two years with no activity, select from 6.2.9, 6.2.11 or 6.2.15.

6.3 Claim of Exemption

6.3.1 Receipt of Claim of Exemption

ACS must enable the following: A Claim of Exemption must have an original signature and is therefore filed by regular mail or over the counter rather than by e-filing. The clerk must be able to scan the document, which will be stored as an electronic image attached to the file record.

6.3.2 Stay Distribution

ACS must enable the following: The file shall be placed in suspension and any funds collected must be held until resolution of the claim.

6.3.3 Notify Creditor

ACS must enable the following: A notice must be sent to the creditor with a copy of the Claim of Exemption that a Claim of Exemption has been filed with the OCSD Civil Bureau.

6.3.3a Claim of Exemption Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.3.4 Opposition to Claim of Exemption and Notice of Hearing

ACS must enable the following: The creditor may file an Opposition to Claim of Exemption and a Notice of Hearing. The clerk shall scan the document, which will be stored as an electronic image attached to the file record.

6.3.5 Opposition

ACS must enable the following: If the creditor files an Opposition to Claim of Exemption, send the Opposition of Claim of Exemption and original Claim of Exemption to the court; a copy of the Notice of Hearing to the debtor.

6.3.5a Claim of Exemption Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to Court (standard Mail Correspondence template)

6.3.6 Court orders

ACS must enable the following: After the court hearing, receive orders from the court stating the outcome of the hearing.

6.3.7 Levy Modified

ACS must enable the following: If the court orders that the Claim of Exemption is denied and the levy remains the same, proceed to 4.6 Distribute Funds – Levy Payment to distribute any funds held. If the court orders the Claim of Exemption granted in whole or in part, proceed to 6.3.8 Modify Levy.

6.3.8 Modify Levy

ACS must enable the following: If the court orders that the levy payment be reduced, the garnishment amount is modified for all future payments.

6.3.8a Levy Modification Notification

ACS must enable print on demand of the report and notification to the garnishee by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.3.9 Distribute Funds – Levy Payments

ACS must enable the following: Funds held by the OCSD Civil Bureau must be distributed according to the orders of the court. See 4.6 Distribute Funds – Levy Payments.

6.3.10 Release

ACS must enable the tracking of “garnishment released”: If the court orders the garnishment released, the garnishment will be released. If the court does not order the garnishment released, the file returns to 4.6 Post Levy Payments to continue the garnishment process.

6.4 Non-Sufficient Fund (NSF) Checks

6.4.1 Receive Returned Check

ACS must enable the following: Receive the returned check from the County Treasurer’s Office.

6.4.2 Void Transaction in ACS

ACS must enable the following: Void the transaction in ACS.

6.4.3 Suspend File

ACS must enable the following: The file must be placed in suspension.

6.4.4 Notify Check Writer

ACS must enable the following: The check writer must be notified of the NSF check and the steps to submit payment.

6.4.4a NSF Check Notification

The check writer can be notified with a phone call, an email, and/or a printed notice delivered by mail. ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.4.5 Was the Check Paid?

ACS must enable the following: For a service of documents file on which a proof of service has already been filed with the court, contact court regarding fees not paid and requester bounced check. See 1.2 Service of Documents.

6.4.6 Collect Transaction Amount and NSF Fee

ACS must enable the following: If the check is paid, collect the original transaction fee plus the NSF check fee. The NSF check fee is not added to the judgment.

6.5 Employer Correspondence

6.5.1 Employer Correspondence

ACS must enable the following: Receive correspondence from a garnishee employer, stating something has changed with the debtor’s employment – for example, debtor is no longer employed or is on leave, or the employee has receive another levy that takes precedence. If the letter is not e-filed, the clerk will scan it and the image will be attached to the file record.

6.5.1a Notification of Employer Correspondence

ACS must enable print on demand of the report and notification of creditor by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.5.2 Funds disbursement

ACS must enable the following: If there are funds being held, proceed to 10.5 Distribute Funds – Levy Payments to distribute the funds. If there are no funds to distribute, the file shall be placed in suspense.

6.5.2a Distribute Funds – Levy Payment

ACS must enable the following: Distribute funds.

6.5.3 Termination /Leave

ACS must enable the following: Termination/Leave and Intervening Levy are equivalent choices of the reason for the employer's correspondence.

6.5.4 Intervening Levy

ACS must enable the following: Termination/Leave and Intervening Levy are equivalent choices of the reason for the employer's correspondence.

6.5.5 Suspend File 180 Days

ACS must enable the following: If the employee was terminated, the file shall be placed in suspense for 180 days or until the employee is reinstated, whichever occurs first. ACS must enable an authorized user to remove a file from suspense.

6.5.6 Suspend File Two Years

ACS must enable the following: If the levy was stopped because of an intervening levy or the employee is on leave of absence, the file shall be placed in suspense for 2 years or until the intervening levy is completed or the employee returns from leave, whichever occurs first.

6.5.7 File Reactivated

ACS must enable the following: If the file is reactivated before the suspense has expired, the levy continues. If the suspense expires without reactivating, the file must be placed on a "File Close" list.

6.6 Third Party Claim**6.6.1 Third Party Claim Filed**

ACS must enable the following: If the third party files a claim to the property before distribution of any property or funds, the OCSD Civil Bureau will serve it on the creditor.

6.6.2 Notice to Creditor & Debtor that Claim Filed

ACS must enable the following: The creditor and debtor shall be notified that a third party has filed a claim. Notice shall be by email or by printing and mailing a notice.

6.6.2a Third Party Claim Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.6.3 Third Party Undertaking Filed

ACS must enable the following: If the third party files an undertaking, continue to 6.6.4.

6.6.4 Notice to Creditor & Debtor that Undertaking Filed by Third Party

ACS must enable the following: The creditor and debtor shall be notified that a third party has filed an undertaking. Notice shall be by email or by printing and mailing a notice.

6.6.4a Third Party Undertaking Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.6.5 Creditor or Debtor Undertaking Filed

ACS must enable the following: If the creditor or debtor files an undertaking, continue to 6.6.6. If not, release the property to the garnishee (6.6.8a).

6.6.6 Notice to Third Party that Undertaking Filed by Creditor

ACS must enable the following: The third party must be notified that the creditor has filed an undertaking. Notice shall be by email or by printing and mailing a notice.

6.6.6a Creditor or Debtor Undertaking Notification ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.6.7 Send Original Documents to Court

ACS must enable the following: If a hearing is scheduled, send original claim and undertaking to the court.

6.6.7a Creditor or Debtor Undertaking Notification to Court

ACS must enable print on demand of the report and notification by one of the following methods:

- Mail + Address Label + Metered Postage to Court (standard Mail Correspondence template)

6.6.8 Court Order

ACS must enable the following: If the court rules in favor of the third party, the property is released back to the garnishee. If the court rules in favor of the creditor or debtor, the OCSD Civil Bureau releases property according to the order.

6.6.8a Release Property to Garnishee

ACS must enable the following: If the court rules for the third party, property is released back to the garnishee. See 4.6 Distribute Funds – Levy Payments.

6.6.8b Execute Instructions of the Court

ACS must enable the following: Distribute the property as ordered by the court at the hearing. See 4.6 Distribute Funds – Levy Payments.

6.7 Cancellation of Service**6.7.1 Receive Written Notice of Cancellation**

ACS must enable the following: Receive a written request from the creditor to cancel service. The request must have an original signature.

6.7.2 Service Performed

ACS must enable the following: If service has been performed, the file must be placed on a “File Close” list.

6.7.3 Cancel service

ACS must enable the following: Cancel service that has not yet been completed.

6.7.3a Service Fee Greater than \$35?

ACS must enable the following: If the service has not been performed and the fee was more than \$35, continue to 14.7.5. If the fee was \$35 or less, the file must be placed on a “File Close” list.

6.7.4 Refund Excess to Plaintiff

ACS must enable the following: Any money over the \$35 cancellation fee shall be refunded to the plaintiff. See 4.6 Distribute Funds – Levy Payments.

6.8 Bankruptcy – Eviction

6.8.1 Bankruptcy Notification

ACS must enable the following: Receive notice of bankruptcy. If not received electronically, the document shall be scanned and the image attached to the file record.

6.8.2 Stay Eviction

ACS must enable the following: The eviction is stayed until appropriate notice is received from the Bankruptcy Court.

6.8.3 Writ of Possession –Notification

ACS must enable print on demand of the report and notification by one of the following methods:

- Email to registered parties (standard Email Correspondence template) with PDF attachment;
- Mail + Address Label + Metered Postage to unregistered parties (standard Mail Correspondence template)

6.8.4 Relief of Stay Order

ACS must enable the following: The creditor files a Relief of Stay Order from the Bankruptcy Court. Proceed with the eviction.

6.8.5 Order After Hearing

ACS must enable the following: The creditor receives an order from the Bankruptcy Court after all objections are filed and there has been a court hearing and provides either a hard or electronic copy to the OCSD Civil Bureau. The creditor receives a dismissal or a discharge and provides either a hard or electronic copy to the OCSD Civil Bureau. Proceed with the eviction.

6.8.6 Creditor’s Instructions, Docket from Bankruptcy Court

ACS must enable the following: The creditor files instructions and a certified copy of the docket from the Bankruptcy Court showing further certification was not received from the debtor within the 30 day period after filing of bankruptcy (the 30 day waiting period does not apply if the debtor did not deposit rent with the court). Proceed with the eviction.

6.8.7 Proceed with Eviction

ACS must enable the following: When the appropriate documents have been received, the OCSD Civil Bureau proceeds with the eviction.

7.0 E-Services for Automated Civil System (ACS) - (NOT TO BE ADDED AT THIS TIME)

A web-based e-services module of the ACS is key to the development of a new enterprise system and is a core deliverable for the first phase of implementation. A web-based e-services module includes considerably more scope than e-filing. Process improvements and other objectives that will be achieved by the development of web-based e-services for Service of Documents, General and Complex Levies include:

1. Provide 24/7 online tools to the public, lawyers and companies to access and file civil service of documents, evictions, general and complex levies; both as single file and batch file requests;
2. Provide 24/7 online tools to the public, lawyers and companies to access and file supplemental or modified instructions; requests; garnishee letters; or to update information on their existing civil files;
3. Improve and increase efficiency at file creation by intake clerks after a filing request, by the reduction of key file data entry to validation and quality control functions;
4. Provide electronic online payment of filing fees for service of documents, evictions and levies; service (deposits) fees for levies; and automated electronic withholdings and garnishments and other types of deposits;
5. Provide electronic online disbursements of deposits to plaintiffs and creditors; to service providers; and refunds or other payments as required for reconciliation (e.g. to the debtor);
6. Enable registered users to see docket and calendar information about their cases in a data-rich environment; and
7. Create e-services functionality in the new ACS, in a user friendly environment.

ACS e-services web application shall be designed to have a high impact on efficiency, communication and outcomes in the file management process (see objective 3 above). ACS e-services application will enable litigants, companies that are litigants and lawyers to submit file requests (complaints) and subsequent updates and instructions on existing files. ACS e-services application shall also access information on all existing cases in the OCSD Civil Bureau current system. In other words, at minimum, existing active cases shall be viewable and managed by registered users in the new e-services application. They must be migrated from the existing CAS to the new ACS.

ACS e-services application will be implemented in multiple steps, in conjunction with Phase 1 development of web services. This approach requires strong and effective project management from the OCSD Civil Bureau and the County to manage expectations and mitigate stress of long-term development.

Implementation Step 1	External interface specification, system and web design
Implementation Step 2	Pilot e-services and update for service of documents and fee payments
Implementation Step 3	Design and build e-services for general and complex levies, fee payments, deposits and disbursements (especially for future electronic funds transfers (EFTs))

Agencies and End Users

All agencies, departments and end-users of e-services will be the same and mapped to the ACS. End user *Position Types* for registered users include the following. User security, access and permissions will be determined during the design process.

Registered Users

Public Individual

Companies (includes company filers, garnishees (e.g. employers and banks), and service providers)

Attorney Offices

Manager/Supervisor

Attorney

Clerical

Functional Requirements – E-Services

The process flow for the e-services application starts with the OCSD Civil Bureau web portal; and ends for file requests and instructions/requests/update submissions with the clerk/case manager service requests list (queue) and file creation or instructions/requests/information updates. Other important functionalities require pushing active case data from ACS to the e-services application for authorized viewing by public, attorney and company users.

ACS application shall consist of a multi-layered process of activities and events, leading to a number of outcomes for a public, lawyer or company user (users), based on a two-tiered structure of access with functionalities for OCSD Civil Bureau and case manager or clerk review and acceptance:

- 7.0 E-services Overview
- 7.1 New File Registration
- 7.2 Registered User Login
- 7.3 Clerk Users
- 7.4 E-Payments and E-Distribution

Level II

7.0 E-services Overview (*NOT TO BE ADDED AT THIS TIME*)

The e-services application may be embedded in the ACS application as a unified system, or it may be a separate application that is integrated into ACS from a different application platform. The two must be merged for administrative and management purposes and the management of e-services shall be seamless from ACS.

Functional requirements for e-services are defined by the below set of workflow processes:

7.1 New File Registration

- 7.1.1 Public Case Inquiry
- 7.1.2 Select Service/File Parameters
- 7.1.3 Registration
- 7.1.4 Person Registration
- 7.1.5 Organization Registration
- 7.1.6 Attorney Registration

7.2 Registered User Login

- 7.2.1 Successful?

7.3 Service of Documents/General Levy/Complex Levy Request

- 7.3.1 File Request
- 7.3.2 Help Text
- 7.3.3 Terms and Conditions
- 7.3.4 Accept?
- 7.3.5 Update Profile
- 7.3.6 Attorney Update Profile
- 7.3.7 Additional Plaintiffs/Creditors
- 7.3.8 Additional Plaintiffs/Creditors Datasets
- 7.3.9 Add Power of Attorney
- 7.3.10 Defendants/Debtors/Other Parties
- 7.3.11 Court Case Information
- 7.3.12 Select Service/Levy Type
- 7.3.13 Attachments/Instructions

- 7.3.14 Letter of Instructions Report
- 7.3.15 E-Payment?
- 7.3.16 E-Payment Warning
- 7.3.17 Service of Process Instructions
- 7.3.18 Confirmation/Submit Display
- 7.3.19 Conformed/Submit
- 7.3.20 Email/SMS Notification
- 7.3.21 Template One Fee Payment
- 7.3.22 Template Two No Fee Payment
- 7.3.23 Civil Bureau Acceptance/File Creation
- 7.3.24 Service Request List
- 7.3.25 Fees Paid?
- 7.3.26 N Days Elapsed?
- 7.3.27 Intake Clerk/Case Manager Review
- 7.3.28 Filing Incomplete Email (Revision Required)
- 7.3.29 Process E-Payment or Counter Payment
- 7.3.30 Register File
- 7.3.31 Registered File Emailed/SMS Notification

7.4 E-Payments/E-Distribution

- 7.4.1 E-Payment Option (Future)
- 7.4.2 Accepted Yes/No
- 7.4.3 Payment by Plaintiff/Creditor
- 7.4.4 If No, Confirm Power of Attorney
- 7.4.5 Enter Payer Identity
- 7.4.6 Choose Type of Payment
- 7.4.7 Direct
- 7.4.8 Submit Transaction Block
- 7.4.9 Approve
- 7.4.10 If No Allow 2 Attempts to use other transaction source
- 7.4.11 Bring Fee Payment to OCSD Civil Bureau
- 7.4.12 Acknowledgement
- 7.4.13 E-Payment/E-Distribution email receipt (Future)

Level III

7.1 New File Registration

7.1.1 Public Case Inquiry

ACS must enable all anonymous users visiting the OCSD Civil Bureau e-services web portal to have as a first-tier choice, "Public Case inquiry." Note that the users of this function must be considered non-registered, even if they can correctly identify a party name and the OCSD Civil Bureau case number or OCSD Civil Bureau file number. ACS must not permit an anonymous user to submit a new or update an existing file from this function.

7.1.2 Select Service/File Parameters

ACS must display the following parameters (fields with pick lists):

- Name of Plaintiff/Creditor or Defendant/Debtor (mandatory last name)
+ either of the following numbers
- Court case number (one mandatory); or
- OCSD Civil Bureau file number (one mandatory)

After selecting mandatory fields an anonymous user may click "Search," which will display a list of matching OCSD Civil Bureau files to the search.

7.1.2aFile List View

ACS must display a file list that will include

- OCSD Civil Bureau file number,
- Court case number
- Names of primary plaintiff and defendant,
- Filing date,
- Current file stage and status, and
- Financial status (amounts deposited; amounts disbursed; remaining judgment amount to satisfy; + other data as required by the OCSD Civil Bureau, existing in ACS).

7.1.2b More Info Drill Down

ACS must enable the following: Double clicking on the case number will display a case summary report of docket and calendar information, including documents that are available to one of the parties. The document list will be clickable to open the document in the browser or a PDF reader.

7.1.3 Registration

ACS must present the user at the e-services web portal, with Username and Password login fields with a Registration option geographically nearby. The Registration option will include a Person, Attorney, and Company registration, immediately below. Only the sub-categories will be clickable. An anonymous user that attempts to login without registering (acquiring a username and password) will be returned to the top tier screen in the web portal in order to register.

All registration screens in ACS must include a FAQs, Help, Contact and Home Links that will open in separate windows.

- FAQs shall take the user to a pop-up window of common questions and answers;
- Help shall take the user to a pop-up window of help information, including how to contact the OCSD Civil Bureau to get technical assistance;
- Contact shall provide the user with standard contact information, including the addresses of the OCSD Civil Bureau and help contact information;
- Home shall take the user back to the Web Portal, after warning the user that all Registration data will be lost.

7.1.4 Person Registration

Upon selection of the Person Registration, ACS must take the user through a process that will discourage/prevent the user from registering multiple accounts. System validation for multiple accounts must prohibit the use of the same email address, username, password, or credential ID for more than one account.

7.1.4a First Time

On the same screen as Terms and Conditions, ACS must remind the User that they are not permitted to register multiple accounts. If they have a registered account and username and password, they are instructed to click on a displayed Back button to return to the web portal for login.

7.1.4b Terms and Conditions

ACS must display standard terms and conditions for all new users attempting to register. The user must be required to scroll through the entire set of terms and conditions in order to reach an Accept button. The terms and conditions may not be constrained by the two screen geography maximum.

7.1.4c Accept

ACS must enable the following: At the bottom of the Terms and Conditions screen, the Accept button must be clickable. Not clicking the button and attempting to click the Back button or to leave the Person Registration must warn the user that all Registration information will be lost. Clicking on any of the links at the top of the Terms and Conditions screen must open separate windows and not affect the navigation of Terms and Conditions.

7.1.4d User Profile

ACS must not store any user profile/My Account information as primary file data in ACS. The data for e-services must at all times be kept separate from the Contacts/party data for OCSD Civil Bureau files. Only an OCSD Civil Bureau supervisor, clerk or case manager can accept (convert and transfer) online account information to file information.

7.1.4e User Identity

ACS must immediately take the user to a User Identity screen after accepting the terms and conditions. The user must be reminded that any information they fill out on the webpage will become their registered Account, will need to be up to date and accurate, and will be used by the e-services system as default plaintiff/creditor data for a file request, unless they are third party filer with power of attorney or the attorney for the plaintiff/creditor (see below). Minimum data sets include:

- Parsed name information (mandatory family name);
- Alias(es), note the system must store prior names, after name edits or changes as past names or aliases (also known as) (not mandatory);
- Address(es), note that the system must store all current and past addresses (mandatory one address);
- Credential ID, (optional credentials with alpha numeric fields, options include: driver's license, passport, other;
- Email address (note that this is mandatory for e-services registration);
- Cellphone number (not mandatory, but required for SMS notifications);
- Attorney name (not mandatory) from a pre-selected list of registered attorneys or free text field; and
- Other information (free text field).

7.1.4f Secret Questions

ACS must provide the user with a list of secret questions to be used as password reminders. The pre-set list of minimum six different questions will include a free text field to fill in the answer. Correct answers will not be case sensitive.

7.1.4g Username and Password

ACS must enable the following: User must enter a username and password based on prescribed alpha-numeric, upper lower case, symbols and size to be provided at design. Rules must be illustrated immediately adjacent to the field. Password must be successfully entered twice. User must have option to see or not see the password during data entry.

7.1.4h Account Registration Summary

ACS must display an account registration summary after completion of all information and clicking Submit. The user must be able to save a PDF copy of the summary.

ACS must enable the user to print and download a copy of the Account Registration Summary in PDF format. The Account Registration Summary must include all mandatory data entered in the registration process, except the username and password.

7.1.4i Submit

ACS must require the user to click on "Submit," at the completion of the user identity and username and password process, with written instructions to check their email inbox within two to up to ten minutes for an email with a Confirmation Key provided by the OCSD Civil Bureau (auto-generated by ACS), needed in order to Register. User must be warned to write their password on a piece of paper in order to remember it.

7.1.4j Auto Email with PIN (Confirmation Key)

ACS must auto-return an email to the user with a randomly generated confirmation key. The password must not be included in the email. The email must include information provided by the OCSD Civil Bureau and a link back to the registration login page (not the primary login page). The link must be an easy to duplicate masked link with a unique URL.

7.1.4k Registered Login Screen

ACS must require the user to fill in a Registered Login screen accessible only from the email web link. Login must include username, password (x2), and confirmation key from the email.

7.1.5 Organization Registration

ACS must enable the following: Selection of the Organization Registration must take the user to a screen that must discourage/prevent the user from registering multiple company accounts. A company account must be identified as a single company with a company license and Federal EIN. System validation for multiple company accounts must prohibit the use of the same email address, username, password, or company license and Federal EIN for more than one account.

7.1.5a First Time

ACS must remind a user on the same screen as Terms and Conditions that they are not permitted to register multiple accounts. If they have a registered account and username and password, they must be required to click on a displayed Back button to return to the web portal for login.

7.1.5b Multiple Organization Representatives

ACS must notify a company user that first time registrations of a company as a OCSD Civil Bureau user will require that the authorized person either submit a scanned copy of a certified authorization of their status as an officer of the company, legally authorized to represent to company; or to physically go to the OCSD Civil Bureau to complete the Registration.

7.1.5c Terms and Conditions

ACS must display standard terms and conditions for persons attempting to register as new users. The user must be required to scroll through the entire set of terms and conditions in order to reach an Accept button. The terms and conditions must not be constrained by the two screen geography maximum.

7.1.5d Accept

ACS must enable the following: At the bottom of the Terms and Conditions screen, the Accept button must be clickable. Not clicking the button and attempting to click the Back button or to leave the Company Registration must warn the user that all Registration information will be lost. Clicking on any of the links at the top of the Terms and Conditions screen must open separate windows and not affect the navigation of Terms and Conditions.

7.1.5e Organization Registration Separate from File Contact Data

ACS must not store any user profile/My Company Account information as case data in ACS. The data for e-services must at all times be kept separate from the person's data for cases. Only a clerk, case manager, or supervisor/manager can accept (convert and transfer) online account information to case information.

7.1.5f Organization Types

ACS must enable the required identification of company types and subtypes, primarily for the enabling of electronic funds transactions (EFTs); and for future electronic data interfaces (EDIs):

- Court
- Company (note that banks and employers must also be asked to self-identify as a garnishee)

- Registered Process Server

7.1.5g Organization Identity

ACS must enable the following: Accepting the terms and conditions must immediately take the user to a Company Identity screen. The user must be reminded that any information they fill out on the webpage will become their registered Account, will need to be up to date and accurate, and will be used by the e-services system as plaintiff data for a case request. Data sets must include at minimum:

- Company name (mandatory);
- AKA(s), note the system must store prior names, after name edits or changes as past names or aliases (also known as) (not mandatory);
- Names of Subsidiaries, wholly owned by the company (not mandatory);
- Address(es) of all office, branches, or subsidiaries wholly owned by the company (mandatory one address);
- Company State Commercial License ID, (mandatory);
- Federal EIN (mandatory);
- Attorney name(s) (not mandatory) from a pre-selected list of registered attorneys or free text field; and
- Other information (free text field).

7.1.5h Authorized Company Representatives Identity(ies)

ACS must remind the user that any information they fill out on the webpage for authorized users will become part of the registered Account, will need to be up to date and accurate, and will be used by the e-services system as plaintiff data for a case request. Data sets by authorized user must include at minimum:

- Parsed name(s) information (mandatory family name);
- Company title (mandatory);
- Alias(es), note the system must store prior names, after name edits or changes as past names or aliases (also known as) (not mandatory);
- Address(es), note that the system must store all current and past addresses (mandatory one address);
- Credential ID, (mandatory one credential with one alpha numeric field, options include: driver's license, passport, social security number, voter ID card, other;
- Email address (note that this is mandatory for e-services registration);
- Cellphone number (not mandatory, but required for SMS notifications); and
- Other information (free text field).

7.1.5i Attorney(s) Registration

ACS must enable a user to be able to select from a pre-stored list of attorney offices and attorneys or enter new attorney information. If an attorney is selected from the list, the below data sets must automatically be populated, and the user must be asked to confirm that this is the correct attorney.

Data sets by attorney include:

- Name of law office;
- Parsed name(s) information (mandatory family name);
- License number;
- Address(es), note that the system needs only to store all current registered addresses (mandatory one address);
- Email address (not mandatory);
- Cellphone number (not mandatory, but required for SMS notifications); and
- Other information (free text field).

7.1.5j Company License

ACS must require users to attach a copy of the company's commercial license.

7.1.5k Certified Authorization

ACS must require users to attach a certified copy of authorization to legally represent the organization.

7.1.5l Username and Password

ACS must enable the following: For companies, authorized users must have unique usernames and passwords. Each of the authorized users listed at registration must be provided with a system-derived, randomly-generated username and password, although only the registering user will be provided with the additional usernames and passwords. Additional users must be required to login, but will not receive their randomly generated username and password. At first time login, they will be asked to create a new username and password, confirm their email address, select secret questions; and an email with a confirmation key will be sent to them at Submit (see below).

User must enter a username and password based on prescribed alpha-numeric, upper lower case, symbols, and size to be provided at design. Rules must be illustrated immediately adjacent to the field. Password must be successfully entered twice. User must have option to see or not see the password during data entry.

7.1.5m Secret Questions

ACS must provide a user with a list of secret questions to be used as password reminders. The pre-set list of minimum six different questions will include a free text field to fill in the answer. Correct answers must not be case sensitive.

7.1.5n Submit

ACS must require a user at the completion of the user identity and username and password to click on "Submit," with written instructions to check their email inbox within two to up to ten minutes for an email with a Confirmation Key provided by the OCSD Civil Bureau, needed in order to register. User must be warned to write their password on a piece of paper in order to remember it.

7.1.5o Account Registration Summary

ACS must display an account registration summary after completion of all information and clicking Submit. The user must be able to save and print a PDF copy of the summary.

ACS must enable the user to print and download a copy of the Account Registration Summary in PDF format. The Account Registration Summary must include all mandatory data entered in the registration process, except the username and password.

7.1.5p Auto Email with PIN (Confirmation Key)

ACS must auto-return an email to the user with a randomly generated confirmation key. The password must not be included in the email. The email must include information provided by the OCSD Civil Bureau and a link back to the registration login page (not the primary login page). The link must be an easy to duplicate masked link with a unique URL.

The user will be required to fill in a Registered Login screen accessible only from the email web link. Login will include username, password (x2) and confirmation key from the email.

7.1.6 Attorney Registration

ACS must require that individual attorneys be requested to submit all pertinent information for authorized users to the OCSD Civil Bureau for direct insertion in the e-services application database.

Pre-registered attorneys will all receive randomly assigned usernames and passwords and a URL at which they will be asked to change their password (username will default to email address) in order to be provided with a confirmation key to complete registration.

The registration process below is designed for county, domestic, and foreign attorneys, who seek to submit a file in the OCSD Civil Bureau on behalf of a plaintiff/creditor, or to update a case or set up an electronic funds transfer (EFT) on behalf of a garnishee or defendant. The attorney registration tool cannot be used for registering attorney companies or groups of attorneys, in large part because lawyer licenses and registrations are by individual attorney.

7.1.6a First Time

ACS, on the same screen as Terms and Conditions, shall remind the User that they are not permitted to register multiple accounts. If they have a registered account and username and password, they are to click on a displayed Back button to return to the web portal for login.

7.1.6b Multiple Accounts

ACS must discourage/prohibit attorney users from registering multiple attorney accounts. System validation for multiple attorney accounts must prohibit the use of the same email address, username, password, or attorney license ID or other credential ID for more than one account.

7.1.6c Terms and Conditions

ACS must display standard terms and conditions for all new users attempting to register. The user must be required to scroll through the entire set of terms and conditions in order to reach an Accept button. The terms and conditions must not be constrained by the two screen geography maximum.

7.1.6d Accept?

ACS must enable the following: At the bottom of the Terms and Conditions screen, the Accept button must be clickable. Not clicking the button and attempting to click the Back button or to leave the Person Registration must warn the user that all Registration information will be lost. Clicking on any of the links at the top of the Terms and Conditions screen must open separate windows and not affect the navigation of Terms and Conditions.

7.1.6e Attorney Registration Separate from File Contact Data

ACS must not store any user profile/Attorney Account information as case data in ACS. The data for e-services must at all times be kept separate from the person's data for cases. Only a clerk, case manager, or supervisor/manager can accept (convert and transfer) online account information to case information.

7.1.6f Attorney Types

ACS must enable the identification of attorney types and subtypes, primarily for the enabling of electronic funds transactions (EFTs) and for future electronic data interfaces (EDIs):

- Domestic (Orange County registered) attorney
- Foreign Domestic (Non Orange County, CA registered) attorney
- Foreign attorney (non-California registered attorney)

7.1.6g Attorney Identity

ACS must immediately take the user to an Attorney Identity screen after accepting the terms. The user must be reminded that any information they fill out on the webpage will become their registered Account, will need to be up to date and accurate. The data must NOT be used by the e-services system as plaintiff data for a file request. Required data sets include:

- Attorney name parsed (first and family name mandatory);
- AKA(s) (also known as), note the system must store prior names, after name edits or changes as past names or aliases (not mandatory);
- Address(es) of all offices at which the attorney works (mandatory one address);
- Attorney License ID, (mandatory);

- Registration date;
- Expiration date;
- States in which attorney is licensed to practice (one state mandatory);
- Email address (mandatory);
- Cellphone number (not mandatory, but required for SMS notification; and
- Other information (free text field).

7.1.6h Attorney License

ACS must require attorney users to attach a copy of their attorney license.

7.1.6i Submission of Attorney Entry on Case/Plaintiff Identity

ACS must require attorney to identify the plaintiff whom they represent. The identification of a plaintiff must initiate a client list or database for the attorney. ACS must enable attorneys to submit client names for subsequent filings by selecting from the client list. Adding a client must utilize the same interface as this process, 7.1.3i, although without requiring the attorney to pre-register. Plaintiff data must be identical to the datasets in 7.1.1d.

7.1.6j Username and Password

ACS must enable the following: A new user must enter a username and password based on prescribed alpha-numeric, upper lower case, symbols and size to be provided at design. Rules must be illustrated immediately adjacent to the field on the screen. Password must be successfully entered twice. User must have option to see or not see the password during data entry.

7.1.6k Secret Questions

ACS must provide the user with a list of secret questions to be used as password reminders. The pre-set list of minimum six different questions must include a free text field to fill in the answer. Correct answers must not be case sensitive.

7.1.6l Submit

ACS must enable the user to click on “Submit” at the completion of the user identity and username and password, with written instructions to check their email inbox within two to ten minutes for an email with a confirmation key provided by the OCSD Civil Bureau, needed in order to complete registration. User must be warned to write their password on a piece of paper in order to remember it.

7.1.6m Account Registration Summary

ACS must display an account registration summary, including all of the above registration information except for username and password, after completion of all information and clicking Submit. The user must be able to save a PDF copy of the summary.

7.1.6n Print Account Registration Summary

ACS must enable the user to print a copy of the Account Registration Summary.

7.1.6o Confirmation Key Auto Email with PIN

ACS e-services application must auto-return an email to the user with a randomly generated confirmation key. The password must not be included in the email. The email must include information provided by the OCSD Civil Bureau and a link back to the registration login page (not the primary login page).

7.2 Registered User Login

ACS must require the user to fill in a Registered Login screen accessible only from the email web link. Login must include username, password (x2) and confirmation key from the email.

7.2.1 Successful? No

If the login is unsuccessful, ACS must parse the username, password, and confirmation key (first time only). If the confirmation key is incorrect the system must not prompt the user for password reminders, but will simply deny access and direct the user to contact the OCSD Civil Bureau (see Help information). If the username or password is incorrect, the system must only ask if the user cannot remember password, and do they want password reminder prompt.

7.2.1a Successful? Yes

If the Login is successful, ACS must immediately direct to 7.2.1c Registered Case View of prior registered files, if this is not the first time they have registered a file online (note that only after successfully registering a file once must a login result in seeing other files that belong to a party or an attorney).

In addition to a Registered File List, ACS must provide the user with clickable choices to initiate a file registration for 7.3 Service of Documents, General Levies or Complex Levies.

7.2.1b Password Reminders

If yes, ACS must display a pop-up window with one or more secret questions. The user must be required to correctly answer.

If answered correctly, the ACS system must notify the user that an email will be sent with the username and a randomly generated password, and the user will try again. Use of a system-generated password must always result in a login that requires the user to change their password and enter it twice.

7.2.1c Registered Case View

In addition to a Registered Case List, ACS must provide the user with clickable choices to initiate a file registration for 7.3 Service of Documents/General Levy/Complex Levy Request.

7.2.1d Registered File View

ACS must enable the registered file list only available to registered users, who have received their first file. The below process is for first time logins that have not yet received a file number for a file.

7.2.1e Identity Confirmed

ACS must return a File List empty, if the user has not registered prior files, or has not received a file number for an active file request.

7.2.1f Instructions

ACS must provide instructions to the user to complete the file registration; access to their file list must be provided after they receive a file number. If the user does not want to request a new file, and only seeks to register in order to see their file list, must advise them to go to the OCSD Civil Bureau to have their identity confirmed.

7.2.1g Identity Confirmed by OCSD Civil Bureau Authorized Staff

If the user proceeds to the OCSD Civil Bureau to confirm their identity, ACS must enable authorized staff with user access permissions to be able to check and confirm a user's identification and toggle a checkbox to confirm identity (see administrative requirements below).

7.2.1h Identity Auto-Confirmed

ACS must automatically confirm the identity of users that request a file after a file number has been issued. Note that this precautionary measure is designed to keep a malicious user from establishing a false online identity for the purposes of finding out all the files listed under a single litigant. The workflow is predicated on the principle that most files require filing fees and the use of a credit card to confirm identity. In addition, the user assumes greater legal liability for abuse of process, if a file is filed maliciously.

7.3 Service of Documents/General Levy/Complex Levy Request

ACS must enable the following requirements common for all three service/file categories and types.

7.3.1 File Request

ACS must enable the following: Selecting a Service of Documents Request exposes a sequence of e-services screens very similar to the functionality for General and Complex Levies. The key differences include the titles and names on each screen, which shall display uniquely by service/file type; the lists of values (pick lists) for service/file types and other unique content by category; help text; and workflow, especially at the OCSD Civil Bureau side, intake clerks.

7.3.2 Help Text

ACS must provide significant help text, coordinated and edited by the OCSD Civil Bureau, using a number of methodologies, to help the user understand which service/file type to consider. Help text must include the role and purpose of each service/file type, the types of OCSD Civil Bureau cases/judgments that can be filed for each service/file, and other information.

ACS must provide help text in FAQs, detailed documentation available as PDFs from a menu, references to laws and statutes and summaries available in pop-up windows on mouse-over of each category/service and file type.

7.3.3 Terms and Conditions

ACS must display for new users standard terms and conditions for persons attempting to submit a service/file request. The user must be required to scroll through the entire set of terms and conditions in order to reach an Accept button. The terms and conditions must not be constrained by the two screen geography maximum.

7.3.3a Terms and Conditions Content

ACS terms and conditions content must be developed and provided by the OCSD Civil Bureau, working with legal counsel. ACS must enable the content for terms and conditions to be able to be easily administered and modified by system administrators on an ad hoc basis.

7.3.4 Accept?

ACS must enable the following: At the bottom of the Terms and Conditions screen, the Accept button must be clickable. Not clicking the button and attempting to click the Back button or to leave the Person Registration must warn the user that all Registration information will be lost. Clicking on any of the links at the top of the Terms and Conditions screen must open separate windows and not affect the navigation of Terms and Conditions.

7.3.5 Update Profile

ACS must include all account information for the plaintiff at an update profile screen. See 7.1.1d User Identity, for data sets associated with the plaintiff. For person and organization filers, the profile of the registered user must be referred to as My Account. ACS must request in associated help text to ensure that the profile information is accurate and up-to-date; it will be used as the plaintiff information.

At the completion of update or new client (plaintiff/creditor), the user must be required to click a Submit button at the top of the screen. The ACS system must validate missing mandatory fields.

7.3.6 Attorney Update Profile

For attorneys, ACS must include a selection list at the top to identify the plaintiff from a list of clients, and the update profile screen will display their biographical and identifying information. The attorney will also have a New button to create a new client (plaintiff/creditor). The new client (plaintiff/creditor) will display a set of profile attributes, identical to the update profile screen, with no information filled in.

7.3.6a Update Profile Availability

ACS must enable the following: Update profile for person and organization users must be available to edit at any time during a login session. Update profile for an attorney will also take him/her to the My Account page, but not to the plaintiff profile page.

7.3.7 Additional Plaintiffs/Creditors

ACS must enable an additional plaintiffs/creditors user interface to include a description of the role of other plaintiffs, who must have standing in the case/judgment. Including other plaintiffs/creditors on the list must not prevent them from withdrawing their name from the file.

7.3.8 Additional Plaintiffs/Creditors Datasets

ACS must present a list to which new plaintiffs/creditors may be added. Data entry for new plaintiffs/creditors may be done in the list or by double clicking on the list, in a forms tool. Data sets for additional plaintiffs/creditors must be consistent with plaintiff data sets, at minimum with exceptions:

- Parsed name information (mandatory family name);
- Alias(es), note the system must store prior names, after name edits or changes as past names or aliases (also known as) (optional);
- Address(es), note that the system must store all current and past addresses (mandatory one address);
- Credential ID, (optional, one credential with one alpha numeric field, options include: driver's license, passport, other;
- Email address (optional);
- Cellphone number (optional, but required for SMS notifications);
- Attorney name (optional) from a pre-selected list of registered attorneys or free text field; and
- Other information (optional, free text field).

7.3.9 Add Power of Attorney

ACS must enable the following: If an attorney or 3rd party submitting a file is acting as a guardian ad litem, guardian or other authorized representative of a minor or incapacitated person, they must submit and attach a document authorizing them as power of attorney. A person, who is not an attorney, but is acting on behalf of another party, must add the person as a plaintiff/creditor on the file.

7.3.10 Defendant(s)/Debtors and Other Parties

ACS must enable the following: Defendants/debtors user interface must include a description of the role of Defendants/debtors, who must have standing in the dispute as the opposite party (ies). ACS must present the interface as a list to which Defendants may be added. Data entry for Defendants may be done in the list or by double clicking on the list, in a forms tool. Data sets for defendants must include at minimum:

- Parsed name information (mandatory family name);
- Alias(es), note the system must store prior names, after name edits or changes as past names or aliases (also known as) (optional);

- Address(es), note that the system must store all current and past addresses (mandatory one address);
- Credential ID, (optional, one credential with one alpha numeric field, options include: driver's license, passport, social security number, voter ID card, other;
- Email address (optional);
- Cellphone number (optional, but required for SMS notifications);
- Attorney name (optional) from a pre-selected list of registered attorneys or free text field; and
- Other information (optional, free text field).

7.3.11 Court Case Information

See 1.1.4c; 2.1.6, 3.1.6 for a description of the court case information requirements that ACS must enable for e-filers.

7.3.12 Select Service/Levy type

ACS must display only the service/levy types constrained by category (service of documents, general levy, and complex levy) for selection by the plaintiff/creditor. ACS must include a mouse-over description of each file/levy type, its purpose, and jurisdictional limitations for the OCSD Civil Bureau and file/levy type; a link to FAQs about file/levy types and other Help information for assistance where warranted or permissible. Additional information must be provided on this screen informing the filer that selected file/levy types will require additional documentation and instructions.

7.3.13 Attachments/Instructions

ACS e-services must include a tool to attach necessary documents for a service or levy request. The document attachments must be constrained by service/levy type (see master data). The instructions must be a forms tool that will be built from pre-entered fields and from a list of instruction types and free-text fields available to the user. The plaintiff/creditor/attorney must be required to attach documents in PDF form, either from scans or from document conversions.

7.3.14 Letter of Instructions Report

Once the instructions fields are completed, ACS must enable the user to be able to generate a report, Letter of Instructions, formatted for compliance with California rules.

7.3.15 E-Payment?

ACS must present the filer with an option to pay the filing fee online or to proceed to the OCSD Civil Bureau to pay. Paying online will be enabled with the following choices:

- Person filer: credit card or EFT from bank account
- Company filer: credit card or EFT from pre-set escrow or bank account
- Attorney filer: credit card or EFT from pre-set escrow or bank account

If the filer chooses to pay the filing fee online, they must be directed to an E-Payment process. At E-Payment the final calculation of the filing fee must include the assessment of additional charges for service of process on the complaint, if they choose to use OCSD Civil Bureau service.

7.3.16 E-Payment Warning

ASC must warn the filer that additional fees may be charged by 3rd party credit card handling companies and banks for the convenience of using online payment channels. The exact text for these advisories must be provided by Orange County counsel.

7.3.17 Service of Process Instructions

ACS must advise the filer that, if they have paid the filing fees online, they will be required to either utilize OCSD Civil Bureau service or private process servers. Instructions about where to go and what to do shall be made available at this step.

7.3.18 Confirmation/Submit Display

ACS must display a summary of the entire e-service, all data fields and information, for the filer to review and to confirm that all information is correct. If they wish to modify any information, they will be advised to return to the appropriate screen to edit the information by use of a sequential, tabbed navigation link. No fields should be editable on the e-services summary screen.

7.3.19 Confirm/Submit

ACS must ask the filer that chooses to confirm the information on the e-services request to “Confirm” and then “Submit” the service request. ACS must lock the service request for editing, unless the OCSD Civil Bureau asks them to amend the service request. Clicking “Submit” must lock the service request for editing, but must not lock the My Account (user profile) details.

At the clicking of “Submit,” the Service Request stage must change from “In Process” to “Submitted.”

7.3.19a View/Print Service Request Summary

ACS must permit the filer to download and/or print the e-services Summary from a PDF file.

7.3.20 Email/SMS Notification

ACS must send an auto-email to the filer from the OCSD Civil Bureau informing him/her that the service request has been received. ACS email templates must be configured for each category and service/levy type and for service requests with and without fee payments.

7.3.21 Template 1 Fee Payment

If E-Payment has been successfully submitted, advisory to wait for N hours or N days for review by the OCSD Civil Bureau and the creation of a OCSD Civil Bureau file. If any problems or errors are noted by the clerk/case manager, they will advise the filer via email and change the stage of the e-services request to Amendment Required.

7.3.22 Template 2 No Fee Payment

If E-Payment has not been chosen or successfully processed, ACS must advise to proceed to the OCSD Civil Bureau to complete file registration; to be prepared to pay a filing fee; and information about where to go and a limitation on how long the filer has to complete file registration at the OCSD Civil Bureau.

7.3.23 Civil Bureau Acceptance/File Creation

ACS must enable the following: The e-service requests must be placed in a separate “Service Request” list of submitted files within the ACS application, depending on the category and file/levy type chosen in the e-services request. The Acceptance/File Creation process is designed for the OCSD Civil Bureau intake clerks or case managers.

7.3.24 Service Request List

The ACS Service Request (ACS SRs) list must include new filings and new/modified instructions/requests/ updates from existing files. These must be clearly identified and filterable by query.

7.3.25 Fees Paid?

If fees are not paid in the e-services, the ACS SRs must remain in the queue until the filer appears at the intake counter. Selected files, such as temporary restraining orders, do not require filing fees, and the system must validate that no payment is required and the clerk may proceed with case registration. The intake clerk or case manager may open the filing, but they must not be able to edit, accept or register any files without a paid filing fee, where required, by system validation.

If filing fees have been electronically paid, the clerk may proceed to register a new service/file. See 7.3.27 below.

7.3.26 N Days Elapsed?

After a pre-determined number of days without the appearance of the filer at the OCSD Civil Bureau, an ACS SR with unpaid filing fees must be changed to “Expired,” and a notification sent to the filer that their request has expired. The status change simply enables the clerk to filter out these types of requests, although the clerk/case manager must be required to reopen the service request when the filer appears at OCSD Civil Bureau.

7.3.26a Registration Lapse

ACS must close any e-services for which the filer has allowed their online account to lapse or expire; and will not be able to be reopened without renewal of the online account.

7.3.27 Intake Clerk/Case Manager Review

ACS must enable the following operations:

- ✓ Intake clerk/case manager review of the service request
- ✓ Link the parties on the case to ACS database parties only. This operation must be performed in a temporary user interface on the e-service itself.

7.3.28 Filing Incomplete Email (Revision Required)

ACS must enable the following: If the e-service is not complete or requires amendment, the clerk/case manager must be able to notify the filer via email and an easy-to-use checkbox of pre-set, common errors + a free text field to describe what might need to be done to amend the service request. Common errors include the attachment of an incorrect document with the correct document type or subtype.

7.3.29 Process E-Payment or Counter Payment

ACS must enable the clerk/case manager to confirm the successful processing of an E-Payment for filing fees, or, at this juncture, may process a filing fee at the counter, using the service request, when the filer appears at the OCSD Civil Bureau. ACS process interface must include the ability to conduct a point of sale transaction by credit card using a touch-screen monitor made available to the filer with a POS credit card swipe machine. Alternatively, the filer may pay by cash or check, and a receipt issued.

7.3.30 Register File

ACS must enable file registration to be completed in the e-services OCSD Civil Bureau module of the application, using a Create File button from a temporary user interface with the other parties linked to the correct database parties, where already included in the ACS database. Matching of parties must be by a sequential list of likely matches, typically by name, in descending order by level of matching criteria.

7.3.31 Registered File Email/SMS Notification

Once a file has been registered, ACS must send the filer an email notification with the file number, assigned case manager, additional advice about serving other parties and other needed information, regardless of whether they completed filing online or at the counter.

7.4 E-Payment/E-Distribution

ACS must provide an online e-payment and distribution solution for credit card and electronic funds transfer transactions for all OCSD Civil Bureau payment types, including but not limited to the following:

- Filing fees for service and levy requests
- Deposits for associated services

- Levy payments from garnishees
- Distribution of payments to vendors for services
- Distribution of refunds to garnishees and other depositors

7.4.1 E-Payment Option (future)

ACS must offer the choice of e-payment for any online transaction following OCSD Civil Bureau registration of a user.

7.4.2 Accepted Yes/No

ACS service request workflow must go to 7.4.2b, Display User Profile, if the user accepts e-payment or distribution.

7.4.2a If No, Bring Fee Payment to OCSD Civil Bureau

ACS must direct the user to make payment at, or to set up distributions by contacting, the OCSD Civil Bureau, if they choose not to utilize e-payments and distributions.

7.4.2b If Yes, Display User Profile Information

ACS must launch the User Profile from the registration screen to re-confirm their identity.

7.4.3 Payment by Plaintiff/Creditor

ACS must enable a registered user who is not the plaintiff or creditor to make payment as a third party with power of attorney, or as the assigned attorney to the plaintiff/creditor.

7.4.4 If No, Confirm Power of Attorney

ACS must require confirmation by authorization of a registered user who is not the plaintiff/creditor for e-payments of filing fees and deposits and for all other transaction types.

7.4.5 Enter Payer Identity

ACS must collect payment information for the user:

- Name on card/account
- Address
- Telephone number
- Other information required by the SA County merchant

7.4.6 Choose Type of Payment

ACS must require the user to select the type of payment/distribution requested. See 24.1 above; and to choose whether a credit card transaction will utilize the county merchant or a third party merchant.

7.4.7 Direct

ACS must assure the user of the security of all information for county merchant transactions; that all identifying or financial information will be highly confidential and secure.

7.4.7a If No, Interface with 3rd Party (e.g. Paypal)

ACS must provide a link and merchant EDI for 3rd party financial agents, such as Paypal.

7.4.7b If Yes, Collect/Utilize Credit Card/Bank Transfer Data

ACS must provide an easy to use interface that collects credit card and bank account information from users, including full data requirements from an EDI with the Orange County merchant account for credit card and EFT transactions. ACS must comply with any specifications provided by the Orange County merchant financial transaction providers.

7.4.8 Submit Transaction Block

ACS must enable the blocking of credit card and banking funds without completing the transaction until Accepted by the OCSD Civil Bureau. Non-acceptance must expire after 30 days of inaction and the block reversed.

7.4.9 Approve

ACS must continue the e-filing/e-update service request if the credit card or EFT transaction is approved.

7.4.10 If No Allow Two Attempts to Use Other Transaction Source

ACS must enable up to two additional attempts at the usage of another credit card or the correction of bank account information, if the funds transaction is not approved.

7.4.11 Bring Fee Payment to OCSD Civil Bureau

ACS must notify the user that they must pay at the OCSD Civil Bureau of the e-payment or bank account information is not approved.

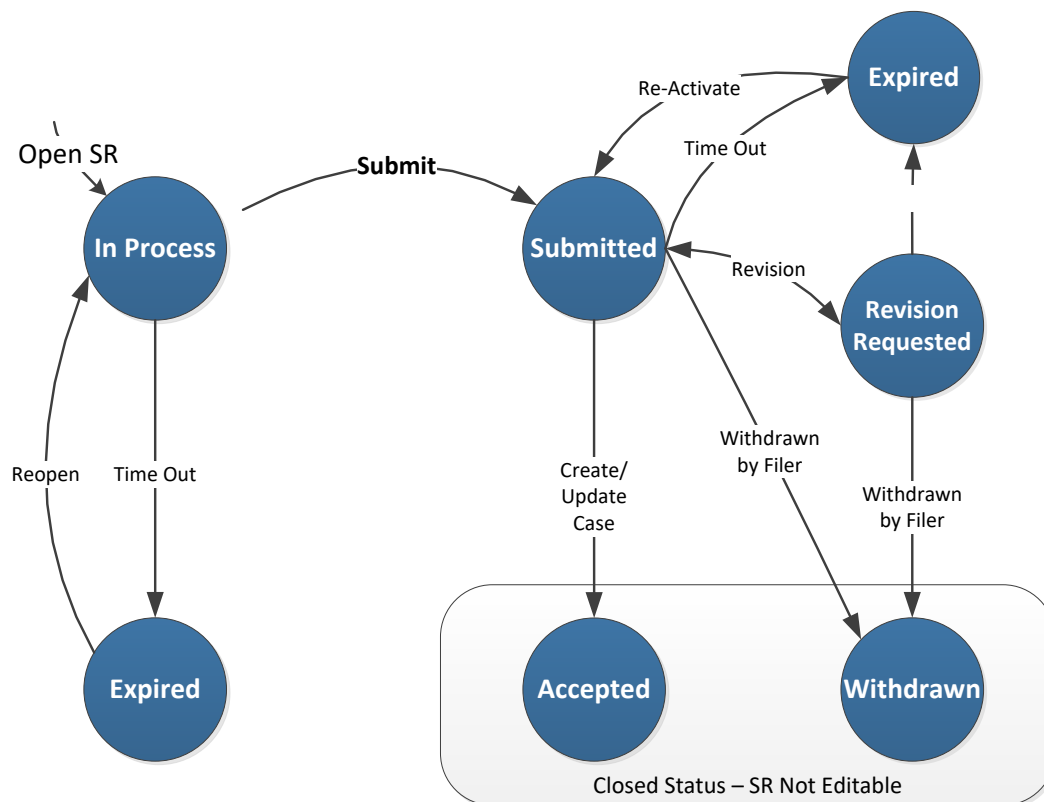
7.4.12 Acknowledgement

ACS must send an email at the conclusion of e-payment notifying the user of the status of the transaction. The email must be separate from the SR email template.

7.4.13 E-Payment/E-Distribution Email Receipt (future)

ACS must provide a compiled report in an email template to the user following an e-payment transaction that will function as the receipt.

E-Services State Model



Stage 1 In Process

ACS must indicate “In Process” for all newly initiated Service Requests (SRs) by a filer. An uncompleted SR not submitted, must always be “In Process”, unless expired. No SR, after submission, may be returned back to “In Process.”

Stage 2 Submitted

ACS must indicate “Submitted” for all SRs submitted by a filer. Submitted SRs must include a numeric field identifying the number of days since submission, prior to review by an authorized user. ACS must place any Submitted SRs, older than N hours, on an exception list for review by a supervisor.

Stage 3 Revision Requested

ACS must indicate “Revision Requested” for all SRs returned by an ACS authorized user to a filer for revisions. Revisions requested must always include a separate email transmission.

Stage 4 Accepted

ACS must indicate “Accepted” when an ACS authorized user accepts the SR for the purposes of creating or updating a file. ACS must consider “Accepted” as a closed status on the SR; after which no further editing is enabled.

Stage 5 Expired

ACS must indicate “Expired” for all “In Process” or “Revision Requested” SRs that have had no editing or have not been submitted for N days; or for all “Submitted” SRs without fee payment for N days.

Stage 6 Withdrawn

ACS must indicate “Withdrawn” for all SRs that are cancelled by the filer prior to, or after, submission. No SR may be withdrawn after acceptance by an authorized ACS user. ACS must consider “Withdrawn” as a closed status on the SR; after which no further editing is enabled.

8.0 ACS Document Management

Functional Requirements—Document Management

Level I and Level II

The functional requirements for Document Management shall include the following workflow processes:

8.1 Document Management

- 8.1.1 Document Management System
- 8.1.2 Document List/Index
- 8.1.3 Document Sub-Lists
- 8.1.4 Document View/Retrieval
- 8.1.5 File Format
- 8.1.6 Document search ability
- 8.1.7 Document Name
- 8.1.8 Document Source
- 8.1.9 Document Type
- 8.1.10 Document Sub-Type
- 8.1.11 Check out Documents
- 8.1.12 Save documents to desktop
- 8.1.13 De-activate documents
- 8.1.14 Relate ACS documents
- 8.1.15 Merge ACS documents
- 8.1.16 Search ACS documents

8.2 Scan and Index

- 8.2.1 Scan Documents
- 8.2.2 Optical Character Recognition

8.3 Document Security and Administration

- 8.3.1 Security
- 8.3.2 User Access and Permissions
- 8.3.3 Audit Trail
- 8.3.4 Scalable workloads
- 8.3.5 System Availability

Level III

8.1 Document Management

8.1.1 Document Management System

ACS must enable the capture and storage of documents in the automated civil system by one of the following procedures:

- Auto-stored from e-filing submission;
- Retrieved (copy/save) from the desktop;
- Saved from a compiled report with electronic signature stored procedure; or
- Scanned from a pop-up application.

Following the introduction of e-filing functionalities, many more documents will be received by the OCSD Civil Bureau in electronic format, without the need for scanning. In addition, ACS must enable reports configurable and compiled from system data and information, input by authorized users to be auto-stored in the system as data “snapshots”.

8.1.2 Document List/Index

ACS shall enable a List of documents for each file that can be sorted and filtered by at minimum the following attributes:

- Document name
- Document source
- Document type
- Document subtype
- Document size (Kb or Mb)
- Date and time stamp (default list from most recent to oldest document)

8.1.3 Document Sub-Lists

ACS must enable document storage at logical intervals in file creation and file activities, with sub-lists for each file stage or activity. Attributes must correlate to the Document List/Index in 8.1.2 above.

8.1.4 Document View or Retrieval

ACS shall enable document retrieval and printing for all authorized users from the document list or sub-list.

8.1.5 File Format

ACS must enable the storage of all electronic documents, compiled, scanned or copied in locked, secure, un-editable PDF format. Any documents received through e-filing or data integration must be auto-converted to PDF format. All documents retrieved from the user’s desktop must be converted to PDF format. Any document converted to PDF by an external user, or by an ACS user, from a native application, or any document that includes typed text and is scanned by an OCR reader-capable scanner, shall be converted into a searchable PDF document.

8.1.6 Document Search ability

ACS must enable search ability of all PDF documents utilizing OCR reader-capable scanning.

8.1.7 Document Name

ACS must auto-generate all document names in a sequential series from the document subtype, regardless of a document name from the native source. ACS must not permit two documents to have the same name in the same file. ACS must not permit the editing of document names. As an example, the first document with the name Writ Return must be named Writ Return (1). The second issuance of a Writ Return must be named Writ Return (2).

8.1.8 Document Source

ACS must enable the identification of a document source. ACS initiated documents must be auto-sourced to the OCSD Civil Bureau. Document sources must be at minimum the following:

- OCSD Civil Bureau
- Party (name and party type selected from file party list)
- Court (name of court from file list)
- Garnishee (name and type from file list)
- Vendor (name and type from file list)
- Registered Process Server (name and type from file list)
- Other (free text field description)

8.1.9 Document Type

ACS must enable the identification of the following minimum document types:

- File Creation Documents (auto-generated at file stage = File Creation)
- Service Documents (auto-generated at stage = Service of Documents)
- Levy Documents (file documents auto-generated at stage = Collect and Disburse)
- Accounting Documents (accounting documents at any stage)
- File Close Documents (writ return and associated documents to close a file)

8.1.10 Document Subtype

ACS must enable the identification of a document subtype from a granular, constrained list of documents to be provided during the design process. Document subtypes must be constrained by document types. As an example, a file creation document must include a Letter of Instruction as a document subtype. A Letter of Instruction must be scanned and saved to the Document Management System, in addition to the transfer of data from the Letter of Instruction to the ACS system to create the file.

8.1.11 Check Out Documents

ACS must enable an authorized user to download (check out) an ACS document from the database repository. Downloading a document must not remove the document from the database, but shall enable the user to see and print the document.

8.1.12 Save Documents to Desktop

ACS must allow authorized users to save the document to their desktop. Users who have downloaded a document are not required to check in the document. The ACS document management system must return audit trail data to ACS upon query about the users who have downloaded documents. In addition, document lists must display from a pop up a list of download events, date and time, and user ID for each document.

8.1.13 De-Activate Documents

The ACS document management system must de-activate a document that has been cancelled by an ACS user. De-activation must not delete a document, and will still enable retrieval by authorized users, but will end any updates to document attributes. Document attributes themselves will always remain locked, except for indexing attributes associated with research and other indexes.

8.1.14 Relate ACS Documents

ACS must enable parent-child relationships between ACS documents as defined by ACS.

8.1.15 Merge ACS Documents

ACS must enable authorized users to merge ACS documents into a single PDF document from the ACS user interface. The resulting single PDF document will become the parent document of the ACS documents merged.

8.1.16 Search ACS Documents

ACS must enable authorized user to search and find documents using all of the above attributes, as well as search by Keywords on searchable PDF documents.

8.2 Scan and Index

8.2.1 Scan Documents

ACS must enable the scanning of documents and automated file indexing of documents associated with each file directly from ACS with minimal keystrokes, utilizing a built-in or peripheral document storage and management system. Document scanning must be provided as a seamless shared service from within ACS with a customized interface to manage the scan and document physical attributes. All attributes associated with the document must be managed by the ACS system

itself. In addition to the document attributes associated with the file (see above), editable document attributes must include at minimum:

- Image Size (all documents must default to 8 ½ x 11 size)
- Discard Blank
- Resolution (pre-set)
- Portrait/landscape (pre-set portrait)
- Flip
- Crop
- Scroll Left/Right
- Go to First/Last Page
- N of (N) Pages (select page number)
- Remove Current Image (large button)
- Remove All Images (large button)
- Click Cancel Button (prominent, large, but NOT adjacent), if the image or Scan is incorrect and the user wishes to start over.

8.2.2 Optical Character Recognition

ACS shall provide optical character recognition (OCR) functions automatically built-in for indexing and Keyword searches on searchable PDF documents.

8.3 Document Security and Administration

8.3.1 Security

ACS authorized users must not be prompted to enter any username and passwords to store and retrieve ACS documents.

8.3.2 User Access and Permissions

ACS user interface UI must provide security matrix and functionality available for end users. The logged on ACS user's permissions will determine the functionality available. Depending on the access rights, ACS users will be granted access to the following functionality which are mutually exclusive:

- Viewing documents via ACS viewer
- Document creation
- Document updates
- Print documents
- Merge documents
- View audit information

ACS document management solution design must provide a robust security model (groups, users, access and permissions) to support the above functionality.

8.3.3 Audit Trail

ACS must enable auditing for ACS stored documents; and must enable authorized end users to view important audit information. Below is a minimum list of events that must be logged and audited:

- Creation/uploading of document/s
- Reading/viewing documents
- Updates to documents
- De-activation of documents
- Printing documents

8.3.4 Scalable Workloads

ACS must provide a scalable solution to handle growth in number of ACS users, ACS document, file sizes, and document operations.

8.3.5 System Availability

ACS system must provide standard high availability configurations enabled and tested.

9.0 Non-Workflow Requirements**Requirements—Non-Workflow Requirements****Level I and Level II**

The Non-Workflow Requirements shall include the following:

9.1 File Stages

- 9.1.1 File Status
- 9.1.2 Management of Workflow by File Status

9.2 Reports

- 9.2.1 Configurable Reports
- 9.2.2 Launching Reports
- 9.2.3 Reports Structure
- 9.2.4 Reports Format
- 9.2.5 Existing Reports Conversion
- 9.2.6 Reports Download, Print
- 9.2.7 Reports Scan
- 9.2.8 Pre-Configured Data Extract Reports
- 9.2.9 Ad Hoc Data Extract Reports
- 9.2.10 Management Reports

9.3 Position Types

- 9.3.1 Level 0 - Management
- 9.3.2 Level 1 – Top Supervisor
- 9.3.3 Level 2 – Supervisor
- 9.3.4 Level 3 - Journey-Level Positions
- 9.3.5 Level 4 – IT Technical Administrator
- 9.3.6 Level 5 –IT Technical Maintenance

9.4 Management Information

- 9.4.1 Management Information File Type Sequence
- 9.4.2 General Dashboard Requirements
- 9.4.3 MR1 Filings COUNT
- 9.4.4 MR2 Dispositions (closure – POS or Writ Returns) COUNT
- 9.4.5 MR3 Clearance Rate (dispositions - POS/filings)
- 9.4.6 TR1 Filings Trends
- 9.4.7 TR2 Dispositions Trends
- 9.4.8 MR4 Service Requests COUNT
- 9.4.9 MR5 Proof of Service/Writ Returns COUNT
- 9.4.10 MR6 Service (service requests) Clearance Rate (dispositions - POS/filings)
- 9.4.11 MR7 Active Pending Files COUNT
- 9.4.12 TR3 Service of Documents Trends
- 9.4.13 TR4 Service Clearance Rate Trends
- 9.4.14 TR5 Filings and Dispositions Trends
- 9.4.15 MR8 Average Time to Disposition (time from filing to closure)
- 9.4.16 MR9 90th Percentile Time to Disposition (time from filing to closure)
- 9.4.17 MR10 Service Time (start to completion)

- 9.4.18 TR6 Time to Disposition Trends
- 9.4.19 TR7 Service Time Trends
- 9.4.20 MR11 Average No of Service Attempts per Service of Documents Type
- 9.4.21 MR12 90th Percentile per No of Service attempts per Service Type
- 9.4.22 TR8 Average Service Attempts per File Trends
- 9.4.23 E-Services Dashboard
- 9.4.24 E-Service SRs
- 9.4.25 E-Service SR Amendments
- 9.4.26 E-Service SR E-Payments
- 9.4.27 E-Services Duration
- 9.4.28 Ad Hoc Reporting
- 9.4.29 Illustrations

9.5 Administrative and Reference Data

- 9.5.1 Administrative Users
- 9.5.2 Users Management
- 9.5.3 Registered External Users Management
- 9.5.4 Virtual Private Network (VPN)
- 9.5.5 Reference Data
- 9.5.6 Customization and Management of Workflow

9.6 Electronic Data Interchange (EDI) *(NOT TO BE ADDED AT THIS TIME)*

- 9.6.1 Web Services
- 9.6.2 Third Party Credit Card Merchants
- 9.6.3 Third Party Banking EFT Merchant
- 9.6.4 Account Management
- 9.6.5 Transaction Management
- 9.6.6 Point of Sale Transactions

9.7 Data Conversion

- 9.7.1 Current Active File Data Conversion
- 9.7.2 On Demand File Data Conversion
- 9.7.3 Mapping

Level III

9.1 File Stages

ACS must maintain basic file stages that are automatically managed and triggered by user activities and actions. ACS must not permit users to directly change file stages. Basic file stages must be designed, but will be predicated on uniform phases of every file:

Service of Documents

Registration
Service of Documents
Proof of Service
Closed

Complex and General Levies

Registration
Service of Documents
Collect and Disburse
Collection Complete HWFT
Closed

9.1.1 File Status

ACS must maintain a state model of detailed file status that are automatically managed and triggered by user activities and actions. ACS must not permit users to directly change file status. Basic file status must be designed, but will be predicated on the full range of sequential actions that may occur by every file type. The following is an example:

Service of Documents (Example Only)

New File

Reopened

Service Attempt N

Service Mailer

Proof of Service

Eviction (eviction cases only)

Closed

9.1.2 Management of Workflow by File Status

ACS must enable the maintenance and modification of file workflow by File Status or its equivalent. A table of actions or activities must be organized by sequential workflow. Each table of actions or activities must include users by user type that have permissions to edit or perform the activity or action + the sequence of activities or actions (file status) that trigger each file status and the file status and activities and actions that are triggered by each file status.

9.2 Reports

9.2.1 Configurable Reports

ACS must enable reports configurable and compiled from system data and information, input by authorized users. See indexed list of compiled reports in separate attachment.

9.2.2 Launching Reports

ACS must enable users to launch reports from buttons associated with source activities and data sets. Report buttons must be configurable and exposed only to authorized users and in logical workflow sequences (e.g. a report cannot be launched for a data set that does not yet exist).

9.2.3 Reports Structure

ACS must display reports in PDF format which must not be editable from the compiled report view.

9.2.4 Reports Format

ACS must default all reports to 8½" x 11", unless noted otherwise. Receipts must be configured in the smallest paper size permissible and technically feasible for the dataset, printer and hardware available.

9.2.5 Existing Reports Conversion

ACS must replicate and convert all existing reports to the new system. See attached Reports Index. The developer will have access to all existing report configurations (MS Word templates) to reuse in the new development.

9.2.6 Reports Download, Print

ACS must enable all reports to be downloaded and printed.

9.2.7 Reports Scan

The generation of a compiled report in ACS followed by the download, printing and scanning of the report without changing screens, must result in the default naming of the document to the compiled report name, editable by the authorized user.

9.2.8 Pre-Configured Data Extract Reports

ACS must provide standard, pre-configured reports based on data extracts (queries) of lists of information. Pre-configured reports shall at minimum include those listed below and illustrated in the attached reports section. Pre-configured data extract reports shall be printable in PDF (default), Excel, MS Word or RTF.

1. Account Master Deposit Report
2. Accounting Variance Report
3. Cashier Daily Balance Report
4. Cashiering Status
5. Department and Court Billing Revenue Report
6. Fund Aging Report
7. Monthly Accounting Activity Report
8. Trial Balance
9. Vendor Paid Invoice Report
10. Vendor Unpaid Invoice Report
11. Debtor Assessment Fee Waiver
12. Eviction List
13. EWO Stopped Payment Report
14. Expiring/Supplemental Writ Report
15. Master Menu Report
16. Daily Tender Report

9.2.9 Ad Hoc Data Extract Reports

ACS must provide the ability for authorized users to generate ad hoc reports from any filtered views and list of files, accounts, persons or data from the system; and/or from a standard SQL query. Ad hoc reports must include the ability for a non-technical user to generate the ad hoc report with the following:

- Customize report header information in a pre-defined graphical format;
- Customize and convert report to an Excel format
- Select and/or limit the fields or attributes displayed; and
- Filter and display the time periods for the data set illustrated.

9.2.10 Management Reports

ACS must enable the generation, download and printing of all management reports in the following formats:

- PDF (default)
- Excel
- MS Word
- RTF

9.3 Position Types

The following table assigns responsibilities and functions by position type. Positions are divided by levels. Below is a description of each position and its corresponding level. Other position types may be required; the successful developer is required to define position types for user access and permissions, rather than defining access on a user-by-user basis.

Civil Bureau

Level 0	Orange County Sheriff and Sheriff's Staff Civil Administrative Manager
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	Field Operations Unit	Accounting Unit	Clerical Unit
Level 1	Sheriff's Sergeant	Accountant/Auditor II	Senior Civil Process Supervisors
Level 2			Civil Process Supervisor
Level 3	Deputy Sheriff Sheriff's Technician		Civil Process Technician Civil Process Technician Trainee
Level 4	Orange County IT Technical Administrator		
Level 5	Orange County IT Technical Maintenance		

9.3.1 Level 0 - Management

ACS must enable the following position types:

- Orange County Sheriff and staff
- Civil Administrative Manager who oversees the operations of the OCSD Civil Bureau. This position is management class responsible for managing the staff and operations of the OCSD Civil Bureau. It directly manages the Senior Civil Process Supervisors.
- Senior Level Management with oversight over all departments and types.

9.3.2 Level 1 – Top Supervisor

ACS must enable the following position types:

- Sheriff's Sergeant: This position is in the Field Operations Unit. Individuals in this position supervise a group of Deputy Sheriffs and Sheriff's Technicians. They also execute and serve civil processes and orders.
- Senior Civil Process Supervisor: This position manages the Civil Supervisors and Clerical Units. The Senior Civil Process Supervisor is responsible for developing, monitoring, and coordinating the accounting and clerical operations in the OCSD Civil Bureau. Responsible for oversight of all administrative data, usernames and passwords, access and permissions, new reports, modifications to existing reports. Read permissions to the entire system. Write permissions only to administrative tables and data. Access to and read/write permissions to testing environments.
Responsible for modifications and edits to all administrative data, usernames and passwords, access and permissions, new reports, modifications to existing reports. Read permissions to the entire system. Write permissions only to administrative tables and data. Access to and read/write permissions to testing environments
- Accountant/Auditor II: Within the Accounting Unit, this position is under the direct supervision of the Civil Administrative Manager. This position is responsible for a variety of clerical accounting duties involving preparing, maintaining, reviewing, auditing, and processing financial and statistical records, reports, and claims.

9.3.3 Level 2 – Supervisor

ACS must enable the following position types:

- Civil Process Supervisor: Under the oversight of the Senior Civil Process Supervisor, this position in the Clerical Unit is responsible for supervising Civil Process Technicians and Civil Process Technician Trainees.

9.3.4 Level 3 - Journey-Level Positions

ACS must enable the following position types:

- Deputy Sheriff: Under the supervision of the Sheriff's Sergeant (Field Operations Unit), this position performs law enforcement duties, such as serving civil process and bench warrants.
- Sheriff's Technician: Under the Field Operations Unit, this position may share duties with the Deputy Sheriff. Their primary duties are related to serving legal process.

- Civil Process Technician: Within the Clerical Unit, this position is under the direct supervision of the Civil Process Supervisor. This position is responsible for managing and maintaining records and legal documents used in civil process.
- Civil Process Technician Trainee: This position performs the same duties as the Civil Process Technician but in a non-permanent position.

9.3.5 Level 4 – IT Technical Administrator

ACS must enable the following position types:

- IT Technical Administrator: The position performs oversight of all modifications to system configurations, testing environments, security, and technical areas of the application, administrative tables and data, network and operating system tools; and coordination and review of all administrative changes made by the OCSD Civil Bureau. Read permissions to the entire system. Write permissions to the entire system.

9.3.6 Level 5 –IT Technical Maintenance

ACS must enable the following position types:

- IT Technical Maintenance: This position is responsible for all changes and modifications to system configurations, testing environments, security, technical and security areas of the application, administrative tables and data, network and operating system tools; and coordination and review of all administrative changes made by the OCSD Civil Bureau. Read permissions to the entire system. Write permissions to the entire system.

9.4 Management Information

9.4.1 Management Information File Type Sequence

ACS must enable the following file type sequence, whenever all file types are displayed in aggregate in management reports:

File Categories	
Service of Process	
General Levy	
Complex Levy	
Constraint	File Types
Service of Process	Bench Warrant
Service of Process	Claim and Orders
Service of Process	Evictions
Service of Process	Hearing Date Services
Service of Process	Miscellaneous
Service of Process	Orders of Examination
Service of Process	Requests for Orders
Service of Process	Restraining Orders
Service of Process	Subpoenas
Service of Process	Summons & Complaint
General Levy	Registered Process Server
General Levy	Earnings Withholding Order
General Levy	Bank/Third Party Levy
General Levy	Book Levy

General Levy	Business Levy
General Levy	Keeper
General Levy	Till Tap
Complex Levy	Claim and Delivery
Complex Levy	Personal Property Levy
Complex Levy	Real Property Levy
Complex Levy	Safe Deposit Box Levy
Complex Levy	Vehicle Levy
Complex Levy	Writ of Attachment

9.4.2 General Dashboard Requirements

ACS must provide a dashboard of management information, including a table of data and associated and relevant graphs in color format. Graphs may utilize mouse-over or static data illustrations. Minimum requirements include those listed below.

9.4.3 MR1 Filings COUNT

ACS must provide a table and graph illustrating Filings COUNT

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Case Manager
- By Year, Quarter, Month, Day

9.4.4 MR2 Dispositions (closure – POS or Writ Returns) COUNT

ACS must provide a table and graph illustrating Dispositions (closure – POS or Writ Returns) COUNT

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.5 MR3 Clearance Rate (dispositions - POS/filings)

ACS must provide a table and graph illustrating Clearance Rate (dispositions - POS/filings)

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (Constrained by file type)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.6 TR1 Filings Trends

ACS must provide a table and graph illustrating filings over the following periods:
1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Case Manager
- By Year, Quarter, Month, Day

9.4.7 TR2 Dispositions Trends

ACS must provide a table and graph illustrating dispositions over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (Constrained by file type)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.8 MR4 Service Requests COUNT

ACS must provide a table and graph illustrating Service Requests COUNT

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.9 MR5 Proof of Service/Writ Returns COUNT

ACS must provide a table and graph illustrating Proof of Service/Writ Returns COUNT

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.10 MR6 Service (service requests) Clearance Rate (dispositions - POS/filings)

ACS must provide a table and graph illustrating Service (service requests) Clearance Rate (dispositions - POS/filings)

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography Type (Zipcode)
- By File Category
- By File type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.11 MR7 Active Pending Files COUNT

ACS must provide a table and graph illustrating Active Pending Files COUNT

- By File Category
- By File Type
- By File Stage (pre-service, service, collection, completed)
- By File Status (active, reopened, suspended)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.12 TR3 Service of Documents Trends

ACS must provide a table and graph illustrating Service Requests and Proof of Service/Writ Returns over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.13 TR4 Service Clearance Rate Trends

ACS must provide a table and graph illustrating Service Clearance Rate over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography Type (Zipcode)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.14 TR5 Filings and Dispositions Trends

ACS must provide a table and graph illustrating filings and dispositions over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By File Category
- By File Type
- By File Stage (pre-service, service, collection, completed)
- By File Status (active, reopened, suspended)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.15 MR8 Average Time to Disposition (time from filing to closure)

ACS must provide a table and graph illustrating Average Time to Disposition (time from filing to closure)

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)

- By File Category
- By File Type
- By Disposition (constrained by file type)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.16 MR9 90th Percentile Time to Disposition (time from filing to closure)

ACS must provide a table and graph illustrating 90th Percentile Time to Disposition (time from filing to closure)

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.17 MR10 Service Time (start to completion)

ACS must provide a table and graph illustrating Service Time (start to completion)

- By Geography (Zipcode)
- By File Category
- By File Type
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.18 TR6 Time to Disposition Trends

ACS must provide a table and graph illustrating average time to disposition over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Filing Type (eFiling, Mail/Courier, or Counter)
- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition (constrained by file type)
- By Case Manager
- By Year, Quarter, Month, Day

9.4.19 TR7 Service Time Trends

ACS must provide a table and graph tracking service time by service type/by Sheriff's Technician/Sheriff's Deputy/RPS over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Geography (Zipcode)
- By Service Type
- By File Category
- By File Type
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.20 MR11 Average No of Service Attempts per Service of Documents Type

ACS must provide a table and graph illustrating Average No of Service Attempts per Service of Documents Type

- By Geography (Zipcode)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.21 MR12 90th Percentile per No of Service attempts per Service Type

ACS must provide a table and graph illustrating 90th Percentile per No of Service attempts per Service Type

- By Geography (Zipcode)
- By File Category
- By File type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.22 TR8 Average Service Attempts per File Trends

ACS must provide a table and graph illustrating line graph tracking average No. of Service Attempts per Service Type over the following periods:

1 week increments over any 3 month period (quarter)

1 month increments by year

1 year increments over any 5 year period

- By Geography (Zip code)
- By File Category
- By File Type
- By Disposition Type (constrained by file type)
- By Sheriff's Technician/Sheriff's Deputy/RPS
- By Year, Quarter, Month, Day

9.4.23 E-Services Dashboard

ACS must provide a dashboard of basic management information for E-Services, including a table of data and associated and relevant graphs in color format. Graphs may utilize mouse over or static data illustrations. Drill downs on any primary level criteria must expose a list of the cases by case number that match the criteria.

9.4.24 E-Service SRs

ACS must provide a table and graph illustrating the number of e-services SRs:

1. No. of SRs initiated
2. No. of SRs with file numbers generated (registered)
3. Rate of SRs initiated to SRS with file generated (percent)

Sortable by:

- Filer type (person, organization, attorney)
- File Category
- Service/File Type
- Clerk
- Year, quarter, month, day
- Trends by month over a year; by year over 5 years

9.4.25 E-Service SR Amendments

ACS must provide a table and graph illustrating the number of e-services SR amendments:

1. No. of SRs with file numbers generated (registered)
2. No. of SR revisions required by SR with file number generated (average)
3. No. of SR revisions required by SR with file number generated (high)

Sortable by:

- Filer type (person, organization, attorney)
- File Category
- Service/File Type
- Clerk
- Year, quarter, month, day

Trends by month over a year; by year over 5 years

9.4.26 E-Service SR E-Payments

ACS must provide a table and graph illustrating the number of e-services SRs utilizing E-Payments:

1. No. of SRs with file numbers generated (registered)
2. No. of SRs utilizing E-Payments
3. Rate of SRs with file generated to SRS utilizing e-payments (percent)

Sortable by:

- Filer type (person, organization, attorney)
- File Category
- Service/File Type
- Clerk
- Year, quarter, month, day
- Trends by month over a year; by year over 5 years

9.4.27 E-Services Duration

ACS must provide a table and graph illustrating duration of e-services from e-services initiation to e-services file registration by:

- Shortest, mean, median, 90th percentile, 100th percentile duration
- Filer type (person, organization, attorney)
- File Category
- Service/File Type
- Clerk
- Year, quarter, month, day
- Trends by month over a year; by year over 5 years

9.4.28 Ad Hoc Reporting

ACS must provide the ability for authorized end users to convert any list to a report in MS Word, MS Excel, PDF or RTF

9.4.29 Illustrations

ACS must aim to provide diagrams and charts that are illustrative and dynamic utilizing the most advanced graphical tools.

Basic File Information

Basic File Information					
No.	Type	Description	Parameters		
			Types	Location/Group	Time

MR1	Number of Filings	1. The count of eFiling cases 2. The count of Mail/Courier filing cases 3. The count of over the counter filing cases	By File Type By File Category By File Type	By Geography By Case Manager	Year Quarter Month Day
MR2	Number of Files Disposed	The count of files that were closed (non-active files), such as service canceled, judgment satisfied, levy successful, etc.	By File Type By File Category By File Type By Disposition Type	By Geography By Case Manager	Year Quarter Month Day
MR3	Clearance Rate (disposition/filings)	No. of Filings/No. of Files Disposed (MR1/MR2)	By Filing Type By File Category By File Type By Disposition Type	By Geography By Case Manager	Year Quarter Month Day
TR1	Filings Trend	Line Graph tracking filings over time intervals.	By Filing Type By File Category By File Type	By Geography By Case Manager	1 week by quarter 1 month by year 5 year by year
TR2	Disposition Trend	Line Graph tracking dispositions over time intervals.	By Filing Type By File Category By File Type By Disposition Type	By Geography By Case Manager	1 week by quarter 1 month by year 5 year by year

MR2: Number of Dispositions*By File Type for all disposed files during time period*

File Type	Judgment Satisfied	Service Successful	Service Canceled	Service Unsuccessful	Writ Expired	Total Dispositions
Bench Warrant						
Debtor/Creditor Claims						
Evictions						
Hearing Date Services						
Miscellaneous						
Orders of Examination						
Requests for Orders						
Subpoenas						
Summons & Complaint						
Service of Docs Total						

Registered Process Server						
Earnings Withholding Order						
Bank/Third Party Levy						
General Levies Total						
Book Levy						
Business Levy						
Claim and Delivery						
Keeper						
Personal Property Levy						
Real Property Levy						
Safe Deposit Box Levy						
Till Tap						
Vehicle Levy						
Writ of Attachment						
Complex Levies Total						

Basic Service Information

Basic Service Information					
No.	Type	Description	Parameters		
			Types	Location/Group	Time
MR4	Service Requests	Number of services of process requested	By Filing Type By File Category By File Type	By Geography By Sheriff's Technician/Sheriff's Deputy/RPS	Year Quarter Month Day
MR5	Proof of Service/Writ Returns	Number of services of process completed by means of proof of service/writs of return	By Filing Type By File Category By File Type By Disposition Type	By Geography By Sheriff's Technician/Sheriff's Deputy/RPS	Year Quarter Month Day
MR6	Service Clearance Rate	Number of Services Requests/Number of Proof of Service and Writs of Return (MR4/MR5)	By Filing Type By File Category By File Type By Disposition Type	By Geography By Sheriff's Technician/Sheriff's Deputy/RPS	Year Quarter Month Day
TR3	Service Requests and Proof of Service/Writ Return Trends	Line graph tracking Service Requests and Proof of Service/Writs of Return	By Filing Type By File Category By File Type	By Geography By Sheriff's Technician/Sheriff's Deputy/RPS	5 years by year One year by quarter One year by month One month by week

TR4	Service Clearance Rate Trend	Line graph tracking Clearance Rate (MR4/MR5)	By Filing Type By File Category By File Type By Disposition Type	By Geography By Sheriff's Technician/Sheriff's Deputy/RPS	5 years by year One year by quarter One year by month One month by week
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Active Pending and Backlog Files

Active Pending and Backlog Files					
<i>No.</i>	<i>Type</i>	<i>Description</i>	<i>Parameters</i>		
			<i>Types</i>	<i>Location/Group</i>	<i>Time</i>
MR7	Active Pending Files	Number of files actively pending (or current caseload)	By File Category By File Type By File Stage By File Status	By Case Manager	Year Quarter Month Day
TR5	Active Pending Files Trend	Line graph tracking active pending files (or caseload) over time intervals	By File Category By File Type By File Stage By File Status	By Case Manager	5 years by year One year by quarter One year by month One month by week

Time

Time					
<i>No.</i>	<i>Type</i>	<i>Description</i>	<i>Parameters</i>		
			<i>Types</i>	<i>Location/Group</i>	<i>Time</i>
MR8	Average Time to Dispose Time from filing to closure	Average length of time from filing to the closure of a file.	By Filing Type By File Category By File Type By Disposition Type	By Geography By Case Manager	Year Quarter Month Day
MR9	90th Percentile Time to Disposition Time from filing to closure	The 90 th percentile of files from the time of filing to closure.	By Filing Type By File Category By File Type By Disposition Type	By Geography By Case Manager	Year Quarter Month Day

MR10	Service Time Start to Completion	Time it takes from first service request to closure of service	By File Category By File Type	By Geography By Sheriff's Technician/Sh eriff's Deputy/RPS	Year Quarter Month Day
TR6	Average Time to Disposition Trend	Line graph tracking average time to disposition over time intervals	By Filing Type By File Category By File Type By Disposition Type	By Geography By Case Manager	5 years by year One year by quarter One year by month One month by week
TR7	Service Time Trend	Line graph tracking service time over time intervals	By File Category By File Type	By Geography By Sheriff's Technician/Sh eriff's Deputy/RPS	5 years by year One year by quarter One year by month One month by week

Service Attempts

Service Attempts					
No.	Type	Description	Parameters		
			Types	Location/Gro up	Time
MR11	Average No. of Service Attempts per Service Type Time from filing to closure	Average number of services of process attempts made by type of service	By File Category By File Type By Disposition Type	By Geography By Sheriff's Technician/Sh eriff's Deputy/RPS	Year Quarter Month Day
MR12	90th Percentile Time Per No. of Service attempts per Service Type	90 th percentile of number of service of process attempts made by type of service	By File Category By File Type By Disposition Type	By Geography By Sheriff's Technician/Sh eriff's Deputy/RPS	Year Quarter Month Day
TR8	Average No. of Service Attempts per Service Type Trend	Line graph tracking average number of service attempts per service type over time intervals	By File Category By File Type	By Geography By Sheriff's Technician/Sh eriff's Deputy/RPS	5 years by year One year by quarter One year by month One month by week

9.5 Administrative and Reference Data

9.5.1 Administrative Users

ACS must maintain and enable management and editing by authorized users of a current active database of authorized users by position type at go live into production. Administrative data refers to all existing users, IDs and biographical information, usernames, passwords, and position types.

These will be provided to the developer within one month of go live, and then again, within one week of go live.

9.5.2 Users Management

ACS must include the ability for non-technical administrators to associate users with position types and responsibilities. User access and permissions for position types shall be editable with the substantive creation of unique position types, in order to ensure uniformity of position type roles. ACS must not permit editing of user access and permissions for individual users, by individual login.

9.5.3 Registered External Users Management

ACS must include the ability for non-technical administrators to manage registered external users by account type, including for persons, organizations and attorneys. User access and permissions for external user rules must be pre-configured. ACS must not permit editing of user access and permissions for individual external users, by individual login.

9.5.4 Virtual Private Network (VPN)

ACS must include the ability for non-technical administrators to manage VPN accounts for authorized ACS users, including usernames and passwords.

9.5.5 Reference Data

ACS must maintain and enable management and editing of reference data used throughout the application, in administrative tables. These include but are not limited to the following:

- Lists of values (LOVs) and constraints (10% deviation from data sets in BRD)
- Help text and online training tools
- Legal references
- Fee schedules
- Pre-defined text in configured and compiled reports
- Pre-defined text in configured email, SMS and letter templates

9.5.6 Customization and Management of Workflow

ACS must enable configuration and management by non-technical users of workflow rules and validations by objects, logical activities, data sets, time and attributes organized by hierarchical constraints.

9.6 Electronic Data Interchange (EDI) – *(NOT TO BE ADDED AT THIS TIME)*

9.6.1 Web Services

ACS must include a scaleable, integrated, XML-based web services solution, including a transaction manager, role-based access, audit and performance tools, two-phase commit, FTP support, and database connection pooling.

9.6.2 Third Party Credit Card Merchants

ACS must include a web service data interchange with the Orange County third party credit card provider. The data interchange must not include direct database extraction or mapping. All data exchanges must be mediated by web service application processes. The ACS development team must work with the credit card transaction provider to map and structure needed data and data attributes.

9.6.3 Third Party Banking EFT Merchant

ACS must include a web service data interchange with the Orange County third electronic funds transaction provider (bank). The data interchange must not include direct database extraction or mapping. All data exchanges must be mediated by web service application processes. The ACS development team must work with the transaction provider to map and structure needed data and data attributes.

9.6.4 Account Management

ACS must include account management. Organization, attorney and person accounts must be maintained and editable to support all credit card and financial transactions. Accounts include, but are not limited to the following unique account types:

- Court (EFT distributions)
- Organization (note that banks and employers must also be asked to self-identify as a garnishee)
- Registered Process Server
- Garnishee
- Filer and registered user
- Attorney
- Third party registered user with power of attorney

9.6.5 Transaction Management

ACS must include transaction management. Individual and scheduled transactions must be managed and authorized by stored data and procedures in ACS, including but not limited to the following transaction types:

- Filing fees for service and levy requests
- Deposits for associated services
- Levy payments from garnishees
- Distribution of funds to registered process servers
- Distribution of payments to vendors for services
- Distribution of refunds to garnishees and other depositors

9.6.6 Point of Sale Transactions

ACS must enable point of sale transactions at the filing counter, utilizing the same web services credit card EDI.

9.7 Data Conversion**9.7.1 Current Active File Data Conversion**

ACS must include all current open and/or active files in the existing CAS system, along with all files closed within the past five years. The Data Conversion shall not include any writ closed or service of process completed five years or more ago.

9.7.2 On Demand File Data Conversion

ACS must provide a database of all archived files and file data with an automated, managed on demand file conversion process for reopened files to the new ACS file management system.

9.7.3 Mapping

ACS data mapping must be reviewed, approved and tested by the OCSD Civil Bureau prior to going live in production.

10.0 Non-Functional Requirements**Requirements—Non-Functional Requirements****Level I and Level II**

The Non-Functional Requirements shall include the following:

10.1 Navigation**10.1.1 High Interactivity**

- 10.1.2 Mandatory Fields
- 10.1.3 Scrolling
- 10.1.4 Cursor Auto-Field
- 10.1.5 Lists and Forms
- 10.1.6 Queries and Filters
- 10.1.7 Calendar/Docket Assignment Screens
- 10.1.8 Activities/Transactions
- 10.1.9 Mandatory Fields
- 10.1.10 Screen Navigation
- 10.1.11 Maximum No. of Editable Fields per Screen
- 10.1.12 Submit Data
- 10.1.13 ACS Field Validations
- 10.1.14 My Account

10.2 Security and Administration

- 10.2.1 Single Sign On
- 10.2.2 ACS and E-Services Application End Users Within Intranet
- 10.2.3 ACS Application End Users Outside Intranet (Internet-based access)
- 10.2.4 E-services Application Registered Users Outside Intranet (Internet-based access)

10.3 Scalability

- 10.3.1 Minimum Sizing Requirements
- 10.3.2 Scalability

10.4 Performance Requirements

- 10.4.1 Response Time
- 10.4.2 Transaction Response Time Matrix
- 10.4.3 Simple Transactions
- 10.4.4 Medium Transactions
- 10.4.5 Complex Transactions

Level III

10.1 Navigation

10.1.1 High Interactivity

ACS user interfaces must be high interactivity. Leaving an unfinished form or list tool must automatically save the data. Initiating a new list or row must be reversible by clicking "Esc." Stepping off the list must save the data.

10.1.2 Mandatory Fields

ACS must enable the following: Mandatory fields must be starred or highlighted in a way that is immediately associated with the field.

10.1.3 Scrolling

ACS must present functionalities to the user in a logical sequence as simple screens that do not force the user to scroll right, ever. Scrolling down must be minimized to no more than the geography of a second full screen.

10.1.4 Cursor Auto-Field

ACS must enable the cursor to automatically go to the first blank field.

10.1.5 Lists and Forms

ACS must enable the following: In general, unless otherwise indicated in the requirements, a single click on a row in a list of any sort (e.g. cases, pleadings, defendants) must activate the row for editing enabled fields. Double-clicking on a row must expose a form. A form must be able to toggle back to the list.

10.1.6 Queries and Filters

Any ACS lists must be able to be filtered by query on almost any column, except free text fields. All case and SR lists must also be able to be sequenced in up or down alpha or numeric order on any data (alpha/numeric) columns.

10.1.7 Calendar/Docket Assignment Screens

ACS must provide calendar/docket assignment user interface with file lists illustrated separately from calendars or activities to be performed on files in a list. Scrolling through the list must change the data set for each file. It must be obvious to the user that the system is retrieving data to ensure alignment of the form with the selected row in the list.

10.1.8 Activities/Transactions

ACS must enable all authorize users to initiate and close all transactions/activities. Once closed, any activity shall be read only. While open, all transactions/activities will be editable. Once submitted to a litigant, filer or outside agency, the transaction/activity will not be closed, but will not be editable for content; only for notes or other non-substantive information. Once closed, an authorized user must be able to copy the transaction and modify it. The new transaction must be marked as a modification of the prior one and all mail, email or SMS templates must include a modification notification. The following activity/transaction stages must be included, at minimum:

Activity/Transaction Stages

- Open (with open date and time stamp)
- Completed (with completed date and time stamp)
- Closed (with completed date and time stamp)

E-Services

10.1.9 Mandatory Fields

ACS must star or highlight mandatory fields in a way that is immediately associated with the field.

10.1.10 Screen Navigation

ACS must present screens logically and sequentially and navigable in both directions, after the user has progressed through the screens once.

10.1.11 Maximum No. of Editable Fields per Screen

ACS screens must be clean, not cluttered, with fields in an obvious sequential order. Editable fields on a single screen must not exceed 20 (twenty).

10.1.12 Submit Data

ACS must enable the confirmation of data on each screen by the clicking of a “Submit” or “Accept” button, at which point the system must validate that mandatory fields have been filled or document types attached. Validations must include the highlighting of unfilled mandatory fields and/or a pop up message describing the missing data fields.

10.1.13 ACS Field Validations

ACS field validations within a single screen must only display requirements, if the user enters information incorrectly.

10.1.14 My Account

ACS registered user information, required to submit a case request or to see a list of litigant cases, must be accessible and editable as “My Account” information (see Administrative requirements below).

10.2 Security and Administration**10.2.1 Single Sign On**

ACS must grant and deny access via the ACS interface and single sign-on from within the OCSD Civil Bureau intranet, and not by separate application tools to ACS and all e-services application users.

10.2.2 ACS and E-Services Application End Users Within Intranet

ACS must maintain and enable the management of user identities, usernames and passwords. Single sign-on access must only be provided for existing and future ACS users, not for person, company and attorney filers.

10.2.3 ACS Application End Users Outside Intranet (Internet-based access)

ACS must provide high interactivity functionality access from the Internet for authorized ACS Orange County users. ACS end users must be required to use a VPN, and must be required to sign on using a username and password and access the e-services application using HTTPS security protocols.

10.2.4 E-services Application Registered Users Outside Intranet (Internet-based access)

ACS must maintain and enable the management of user identities, usernames and passwords for e-services application public end users from the Internet. Access to the e-services Application from the Internet must provide low or medium interactivity. End users must not be required to use a VPN, but must be required to sign on using a username and password and access the e-services application using HTTPS security protocols. For person, company and attorney users, identities must be established for e-services application access, entirely separate from ACS.

10.3 Scaleability**10.3.1 Minimum Sizing Requirements**

ACS must be designed to provide required user performance for a minimum of 100,000 files per year.

10.3.2 Scaleability

ACS application configuration must be designed to manage up to 1,000,000 files per year within performance requirements, with only increased sizing of application and database server capacity.

10.4 Performance Requirements**10.4.1 Response Time**

ACS must include a categorization for each type of machine interaction (use, activity or action) into simple, medium and complex. ACS response time must be based on the performance metrics defined in 10.4.2 below.

10.4.2 Transaction Response Time Matrix

ACS must categorize transactions per the matrix below, where SLA = Service Level Agreement.

Transaction Category	Response Time SLA
Simple	3 seconds
Medium	5 seconds

Complex	10 seconds
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10.4.3 Simple Transactions

ACS response time for simple transactions must be 3 seconds or less. Operations such as file number generation, adding a document in ACS, navigation between screens, and exposing a form view from a list view must at minimum meet performance for simple transactions.

10.4.4 Medium Transactions

ACS response time for medium transactions must be 5 seconds or less. Operations such as file number generation, report form generation, scanning must at minimum meet performance for medium transactions.

10.4.5 Complex Transactions

ACS response time for complex transactions must be 10 seconds or less. Operations such as management report compilation, file close and file reopen must at minimum meet performance for complex transactions.

11.0 Technical Requirements

Requirements—Technical Requirements

Level I and Level II

The Technical Requirements shall include the following:

- 11.1 Capacity**
- 11.2 Flexibility**
- 11.3 Integrity**
- 11.4 Maintainability**
- 11.5 Performance**
- 11.6 Reliability**
- 11.7 Security**
- 11.8 Usability**

Level III

11.1 Capacity

T-1 Cases Maintained

The ACS system must be able to store and maintain up to one million (1,000,000) civil cases. The ACS system must not impose any hard coded limit to the number of cases that can be stored.

T-2 Check Processing

The ACS system must be able to process up to ten thousand (10,000) levy checks in an eight (8) hour period.

T-3 Concurrent Internal Users

The ACS system must be able to support up to one-hundred (150) internal system users.

T-4 Concurrent Web Users

The ACS system must be able to support up to two-hundred (200) concurrent Web users.

T-5 Number of Cases Added

The ACS system must be able to add up to five thousand new cases within an eight (8) hour period.

- T-6 Scanning**
The ACS system must be able to scan up to ten thousand (10,000) documents in an eight (8) hour period.

11.2 Flexibility

- T-7 Configurability**
The ACS system must use business rules that are configurable by Orange County Sheriff's Department administrators. For the purposes of this requirement, business rules are any points of control logic or comparison values used by the system that are subject to, or could be subject to change due to rule of law or internal business processes.
- T-8 Reuse**
The ACS system must make all features or functions of the system available as callable services.
- T-9 Separation of Logic**
The ACS system must implement some form of the Model View Controller (MVC) design pattern in order to separate presentation logic from business logic and data storage logic.
- T-10 Work Flow**
The ACS system must support changes to internal business processes or workflows with requiring change to system code.

11.3 Integrity

- T-11 Operational Integrity**
The ACS system must ensure that all components necessary for use of the system are available before beginning any transaction or function.
- T-12 Transaction Integrity**
All data written to the ACS system's database must be encapsulated within a transaction that conforms to or contains the qualities of an ACID transaction. That is to say that the transaction must be:
Atomic: Either all data is written or no data is written.
Consistent: The transaction brings the system from one valid state to another valid state.
Isolated: Is not affected by other concurrent transactions within the system.
Durable: Transaction can survive power loss, system crash or other errors.

11.4 Maintainability

- T-13 Backup and Recovery**
ACS system data must be able to be backed up and restored within a four (4) hour period.
- T-14 Database**
The ACS system must store data in a relational database. The ACS system must use flat files only for transient or temporary data.
- T-15 Language**
The ACS system must be constructed using industry standard components conforming to either the Java Enterprise Edition standard or Microsoft .Net. Standard.
- T-16 Storage Recovery**
The ACS system must provide the means of purging, archiving or otherwise recovering storage used by temporary or transient data files.
- T-17 Version Control**
The ACS system must include information to identify the specific system version and build.

11.5 Performance

- T-18 Backup and Recovery**
ACS system data must be able to be backed up and restored within a four (4) hour period.
- T-19 Batch Transaction Throughput**
ACS batch processes, transactions processed in bulk requiring little or no user input, must be processed at a rate of twenty (20) or more transactions per second.
- T-20 Peak Response Time**
ACS peak period response time must not exceed ten (10) seconds.
- T-21 Scalability**
The ACS system must be linearly scalable. That is to say that the ACS system must be able to increase its capacity with only a comparable increase in resources, with no degradation in performance, and with no change to system code required. The ratio of resources required to accommodate increases in capacity must be one-to-one (1/1) and must not vary.

11.6 Reliability

- T-22 Accuracy**
The ACS system must store data values as they are entered by the user, without modification, except where explicitly prescribed for data cleansing such as address standardization, and for storage consistency such as use of upper case values. Monetary and other numeric values must be calculated and stored to the precision level required by regional law.
- T-23 Availability**
All interfaces to the ACS system must be available for use twenty-four (24) hours per day, seven (7) days per week with exception of no more than one (1) hour per week provided for system maintenance activities. Outages related to Orange County Sheriff's Department owned hardware or network are accepted.
- T-24 Recoverability**
The ACS system must include the information necessary to allow the Orange County Sheriff's Department to restore the system from backups to a consistent, usable state within a timeframe commensurate with the amount of data stored in the system.

11.7 Security

- T-25 Input Validation**
The ACS system must validate all data input to the system to protect against SQL injection, cross-site scripting and other similar attacks.
- T-26 Authentication**
The ACS system must ensure that access to the system is granted to only those users who have been authenticated either through a common enterprise authentication facility, or through a custom authentication functionality within the system.
- T-27 Authorization**
The ACS system must ensure that access is granted to only those users who have the appropriate authority as specified by the Orange County Sheriff's Department administrators.
- T-28 Encryption**
The ACS system must encrypt all in transit data using an industry standard encryption algorithm.

T-29 Auditing

The ACS system must record all access attempts, whether granted or denied, and write transactions completed by all users.

11.8 Usability**T-30 User Interface Consistency**

For internal users, the ACS system must present a single user interface that uses consistent screen formats, colors schemes and navigation techniques throughout the entire system.

T-31 Error Descriptions

In the event of an error condition, the ACS system must present an English text description of both the error and the suggested course of action to correct the problem.

T-32 Error Recording

The ACS system must record errors encountered in batch processes and in online transactions. These records must be accessible to system administrators for analysis.

T-33 Help

The ACS system must provide context sensitive help that includes information about the specific field on the form and about the state of the transaction.

ATTACHMENT G**COST/COMPENSATION****1. Compensation**

This is a fixed price Contract between the County and the Contractor for ACS as further described in this Contract. The Contractor agrees to supply all goods and services to provide and fully implement the ACS including:, Software License, implementation, data migration, software training, documentation, as well as, annual software maintenance and support. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by formal Amendment.

2. Costs and Fees

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract:

<u>First Contract Term Costs (Years One and Two)</u>	
Enterprise License/Subscription	
1. Perpetual License/Subscription	\$ 744,000
Software Implementation/Professional Services	\$ 176,000
Data Conversion	\$ 50,000
Software Customizations	\$ 86,000
Software Training, Manuals and Documentation	\$ 27,000
Annual Software Maintenance and Support Fee (Years One and Two)	\$ 303,552 (for 2 year term)
One-time costs	\$ 0
Recurring costs	\$ 0
Travel costs	\$ 0
Other Costs	\$ 0
CA Sales Tax 7.75% (If applicable)	\$ 0
Total:	\$ 1,386,552

<u>Year Three Costs</u>	
Annual Software Maintenance and Support Fee	\$ 160,942
Total:	\$ 160,942

<u>Year Four Costs</u>	
Annual Software Maintenance and Support Fee	\$ 167,379
Total:	\$ 167,379

<u>Year Five Costs</u>	
Annual Software Maintenance and Support Fee	\$ 174,074
Total:	\$ 174,074

The total Contract amount for the first two years shall not exceed: \$1,386,552 for the initial two (2) year term.

3. Payment Terms

- a. **First Contract Term Costs:** Contract fees for the first Contract term shall be paid in five (5) installments, which are tied to the five (5) Phases for this project specified in Attachment A (“Scope of Work”) and Attachment D (“Implementation Plan, Acceptance and Testing Procedures”). Contractor shall be paid a percentage of the total software and services costs for Phases 1-5. Successful completion of a Phase requires acceptance by County of all Contract deliverables and services associated with the Phase, including deliverables and services that are due at any time prior to that Phase. Upon successful completion of each Phase, the Contractor shall be paid as specified below:

Phase 1	<ul style="list-style-type: none"> • 20% of Perpetual License/Subscriptions, Annual Software Maintenance and Support Fee • Due at Delivery of Detailed Implementation Plan 	\$209,510.50
Phase 2	<ul style="list-style-type: none"> • 10% of Perpetual License/Subscriptions, Annual Software Maintenance and Support Fee • 100% of Data Conversion Fee • Due at Completion of System Orientation 	\$104,755 \$50,000
Phase 3	<ul style="list-style-type: none"> • 10% of Perpetual License/Subscriptions, Annual Software Maintenance and Support Fee • 100% of Software Customizations Fee • Due at Completion of Installation 	\$104,755 \$86,000
Phase 4	<ul style="list-style-type: none"> • 20% of Perpetual License/Subscriptions, Annual Software Maintenance and Support Fee • 100% Software Training, Manuals and Documentation Fee • Due at Completion of Pre-Go Live End User Trainings 	\$209,510.50 \$27,000
Phase 5	<ul style="list-style-type: none"> • 40% of Perpetual License/Subscriptions, Annual Software Maintenance and Support Fee • 100% of Software Implementation/Professional Services Fee • Due at Final Acceptance as defined in Paragraph F, “Acceptance Payment” of the Contract, and Attachment D, “Implementation Plan, Acceptance, and Testing Procedures” 	\$419,021 \$176,000

	Total:	\$1,386,552
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- b. Costs for Years Three Through Five: Invoices for Annual Software Maintenance and Support will be submitted annually in advance to the address specified below.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. Invoicing Instructions:

Payments and/or invoices are to be sent to:

County of Orange
 Sheriff-Coroner/Court Operations
 Attn: Latha Sharaschandra
 909 N. Main Street, Suite 2
 Santa Ana, CA 92701
 714-569-3777

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Tax I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

5. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the bid. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

6. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before

September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.