



**CONTRACT NO. MA-042-25010023**

**FOR**

**VITAL RECORDS MANAGEMENT SYSTEM**

**BETWEEN**

**COUNTY OF ORANGE  
(HEALTH CARE AGENCY)**

**AND**

**TYLER TECHNOLOGIES, INC.**

**CONTRACT NO. MA-042-25010023**  
**FOR**  
**VITAL RECORDS MANAGEMENT SYSTEM**  
**WITH**  
**TYLER TECHNOLOGIES, INC.**

This Contract Number MA-042-25010023 (“Contract” or “Agreement”) is made and entered into this 3<sup>rd</sup> day of January, 2025 (“Effective Date”) between Tyler Technologies, Inc. (“Contractor” or “Tyler”), with a place of business at 5101 Tennyson Parkway, Plano, TX 75024, and County of Orange, a political subdivision of the State of California (“County” or “Client”), through its Health Care Agency with a place of business at 405 W 5<sup>th</sup> Street, Suite 600., Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document, and the following Attachments, which are incorporated by reference into this Contract and constitute a part of this Contract:

Attachment A – Statement of Work  
Attachment B – Cost Summary/Pricing  
Attachment C – Security Requirements and Guidelines for Application Vendors and Application Service Providers  
Attachment D – Software as a Service Addendum

**RECITALS**

**WHEREAS**, County issued a Request for Proposals (RFP) for Vital Records Management System; and

**WHEREAS**, Contractor responded to the RFP and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP, except as modified by, taken exception to, and as otherwise provided in Contractor’s proposal; and

**WHEREAS**, Contractor agrees to provide the Vital Records Management System to County as further set forth in the Statement 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 Invoicing, attached hereto as Exhibits B and C of Attachment D – Software as a Service Addendum, and Cost Summary/Pricing, attached hereto as Attachment B; and

**WHEREAS**, County of Orange Board of Supervisors has authorized County Procurement Officer or designee to enter into a Contract for Vital Records Management System with Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

## DEFINITIONS

The following definitions apply to this Contract.

- “DPA” shall mean the County Deputy Purchasing Agent assigned to this Contract.
- “**Agreement**” means this Contract, including Attachment A.
  
- “**Client**” means the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency with a place of business at 405 W 5th Street, Suite 600, Santa Ana, CA 92701.
- “**Data**” means County’s data necessary to utilize the Tyler Software.
- “**Data Storage Capacity**” means the contracted amount of storage capacity for County’s Data identified in Attachment B – Cost Summary/Pricing.
- “**Defect**” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor’s maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Contractor’s then-current Documentation.
- “**Defined Users**” means the number of users that are authorized to use the SaaS Services. The Defined Users for the Contract are as identified in Attachment B – Cost Summary/Pricing. If Attachment B – Cost Summary/Pricing contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in Attachment B – Cost Summary/Pricing.
- “**Developer**” means a third party who owns the intellectual property rights to Third Party Software.
- “**Documentation**” means any online or written documentation related to the use or functionality of the Tyler Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
- “**Investment Summary**” means the agreed upon cost proposal for the products and services attached as Attachment B – Cost Summary/Pricing.
- “**Invoicing and Payment Policy**” means the invoicing and payment policy attached as Exhibit B.
- “**SaaS Fees**” means the fees for the SaaS Services identified in Attachment B – Cost Summary/Pricing.
- “**SaaS Services**” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of Contractor’s normal business hours, or training, consulting or other professional services.
- “**SLA**” means the service level agreement attached hereto as Exhibit C.
- “**Statement of Work**” means the industry standard implementation plan describing how Contractor’s professional services will be provided to implement the Tyler Software, and outlining County and Contractor roles and responsibilities in connection with that implementation. The Statement of Work is attached as Attachment A.
- “**Support Call Process**” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Hardware”** means the third party hardware, if any, identified in Attachment B – Cost Summary/Pricing.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in Attachment B – Cost Summary/Pricing.
- **“Third Party Services”** means the third party services, if any, identified in Attachment B – Cost Summary/Pricing.
- **“Third Party Software”** means the third party software, if any, identified in Attachment B – Cost Summary/Pricing.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Contractor.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in Attachment B – Cost Summary/Pricing and licensed by us to you through this Contract.
- **“we”, “us”, “our”** and similar terms mean Contractor.
- **“you”** and similar terms mean County.

## 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 state or federal court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such courts, 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 to another county.
- B. **Entire Contract:** This Contract contains the entire contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties, agreements, or undertakings other than those set forth herein or referred to herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract. Further, any other provision or other unilateral terms which may be issued by either Party before or during the term of this Contract, irrespective of whether any such provisions or terms may be affixed to or accompany the goods and services being purchased, are hereby superseded and are not valid or binding on the other Party unless authorized by such Party in writing in an amendment to this Contract.

Electronic acceptance of any additional terms, conditions or supplemental contracts by any Party employee or agent, including but not limited to installers of software, shall not be valid or binding on such Party unless authorized by such Party in writing in an amendment to this Contract. All automated end-user agreements (including, but not limited to, click-throughs, shrink-wrap, browse wrap and other non-negotiated terms and

conditions provided with any of Contractor's services), documentation provided with any of the services, or terms and conditions added to purchase orders are specifically excluded and null and void. All terms and conditions in such agreements and documentation do not constitute a part or amendment of this Contract and shall have no force and effect and shall be non-binding on the Parties, their employees, agents, and other authorized users, even if access to or use of such service or documentation requires affirmative acceptance of such terms and conditions.

- C. **Amendments:** Except as expressly provided herein, no changes, modifications, or amendments to the terms and conditions of this Contract are valid or binding on either Party unless made in writing and signed by the duly authorized representative of the Parties. No other act, document, usage, or custom shall be deemed to change, modify, or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on the Parties unless authorized by the Parties in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, the price stated in Attachment B does not include California state sales or use tax. Contractor will provide County with its California sales and use tax number, which is a valid seller's permit number according to the California Department of Tax and Fee Administration. County will supply Contractor with all relevant tax-exemption certificates or direct-pay permits that it may have. Otherwise, Contractor will pay all applicable taxes to the proper authorities; County shall reimburse Contractor for such taxes. Contractor shall be responsible for paying its own income taxes, both federal and state, as applicable, arising from the performance of this Agreement.
- E. **Delivery:** Intentionally Omitted.
- F. **Acceptance:** The Acceptance process for all goods and services to be delivered under this Agreement shall be as set forth in Section 4 of Attachment A, Statement of Work.
- G. **Warranty:** Contractor expressly warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) and Exhibit C of Attachment D – Software as a Service Addendum.
- H. **Patent/Copyright Materials/Proprietary Infringement:**
- i. Contractor will defend County against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). County must notify Contractor promptly in writing of the claim. County may participate in the defense at its own expense, at its option. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
  - ii. Contractor's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on County's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or County's willful infringement.

- iii. If Contractor receives information concerning an infringement or misappropriation claim related to the Tyler Software, Contractor may, at our expense and without obligation to do so, either: (a) procure for County the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case County will stop running the allegedly infringing Tyler Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case County may continue to use the Tyler Software consistent with the terms of this Agreement.

If an infringement or misappropriation claim is fully litigated and County’s use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), Contractor will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides County’s exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

- 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 either Party without the express prior written consent of the other Party; provided, however, consent is not required for an assignment as a result of a corporate reorganization. In the event Contractor sells, merges, or otherwise disposes of its business to a successor during the term of this Contract, Contractor shall provide written notice to County no later than sixty (60) days after the closing date of sale, merger, or disposal and such sale, merger or disposal shall not automatically terminate or invalidate this Contract as of the closing date. County shall have the right to terminate the Contract if County does not provide express written consent within one hundred eighty (180) days of County’s receipt of notification of the sale, merger, or disposal.
- 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 in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical or mental disability where the individual is unable to perform the employee’s essential duties even with reasonable accommodations or cannot perform those duties in a manner that would not endanger the employee’s health or safety or the health or safety of others even with reasonable accommodations, 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:** This Contract may be terminated as set forth below. In the event of termination, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received under the terms of this Contract prior to the effective date of termination or for undisputed fees and expenses Contractor reasonably incurred under this Contract before the notice of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) of Attachment D – Software as a Service Addendum.
  - i. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of undisputed SaaS Fees. If you

fail to timely pay the undisputed SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay the undisputed fees within forty-five (45) days of receiving written notice of our intent to terminate.

- ii. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution set forth in Paragraph 12. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Paragraph 12.
- iii. Force Majeure. Termination due to Force Majeure shall be allowed as set forth in Section R of this Contract.
- iv. Lack of Appropriations. 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 may unilaterally terminate this Contract without penalty, provided that County shall provide Contractor notice as soon as commercially practicable once the determination to terminate has been made, but in no case later than the date that such funding ends or becomes so limited. County will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. County agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
- v. Termination by Mutual Agreement. The Parties also may mutually terminate this Contract by written agreement at any time.

L. **Consent to Breach Not Waiver:** Any action or inaction by either Party or failure of either Party in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by such Party of its rights hereunder and shall not prevent such Party from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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 Warranty:** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

O. **Insurance Requirements:**

Prior to the provision of services under this Contract, Contractor agrees to carry all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to County during the entire term of this Contract.

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.

Contractor shall be responsible for all deductibles, self-insured retentions, or related costs.

If Contractor fails to maintain insurance for the full term of this Contract, County may, after a reasonable opportunity to cure, 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**).

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

| <b><u>Coverage</u></b>  | <b><u>Minimum Limits</u></b>                        |
|---|---|
| Commercial General Liability  | \$1,000,000 per occurrence<br>\$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                          |
| Professional Liability/Cyber Liability*   | \$3,000,000 per claims-made                         |

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.



**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or an equivalent 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 an equivalent 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 including the County of Orange its elected and appointed officials, officers, and employees as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
2. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or blanket endorsement evidencing that Contractor's insurance is primary, and any insurance or self-insurance maintained by County 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, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract***.

3. For claims under Contractor's Commercial General Liability or Automobile Liability policies that are caused, in whole or in part, by Contractor as respects the Contract.
4. Contractor agrees to waive subrogation, but only on claims under Contractor's Commercial General Liability or Automobile Liability policies that arise out of or relate to the Contract and are between Contractor and County, except to the extent the damage or injury is caused by County.

Contractor shall provide thirty (30) calendar days written notice to County of the event of policy cancellation or non-renewal and ten (10) business days prior written notice where cancellation is due to 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 County may suspend or terminate this Contract unless replaced. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

If Contractor's Professional Liability/Cyber Liability is "Claims-Made" policy(ies), Contractor shall agree to the following:

1. The policy(ies) shall have a retroactive date prior to the commencement date of the Contract or the beginning of the Contract services.
  1. Insurance must be maintained, and evidence of insurance must be provided, for three (3) years after expiration or earlier termination of Contract services.

2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for three (3) years after expiration of earlier termination of the Contract, if such coverage is commercially available.

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

Insurance certificates should be forwarded to the department address listed in Paragraph 18, Notices.

If Contractor fails to provide the insurance certificates and blanket endorsements within seven (7) calendar days, or as close as practicable to the date the applicable policy or policies renewal, of notification by CEO/Purchasing or the department purchasing division, County may suspend or terminate this Contract.

Any modification to these Insurance Requirements must be agreed to by the parties and memorialized by written amendment.

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; Additional Products and Services:** Amendments for changes to Attachment A (Statement of Work) shall not be effective without the County's specific written approval. County may purchase substantially similar additional products and services at the rates set forth in Attachment B – Cost Summary/Pricing for twelve (12) months from the Effective Date by executing a mutually agreed amendment. If no rate is provided in Attachment B – Cost Summary/Pricing, or those twelve (12) months have expired, County may purchase substantially similar additional products and services at Contractor's then-current list price, also by executing a mutually agreed amendment.

**Q. Change of Ownership/Name, Litigation Status, Conflicts 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, , the new owners, or surviving entity, shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this 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 in accordance with applicable laws and regulations. Contractor shall notify the County of any conflicts of interest between Contractor and County that arise prior to or during the period of Contract performance and that are known to the Contractor after conducting commercially reasonable due diligence. Contractor will provide updates regarding any of the preceding items at the County's request.

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 current 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:** Neither party shall be in breach of this Contract solely due to a delay or lapse in services beyond the time named for the performance of this Contract to the extent such delay or lapse is caused by any act of God, war, civil disorder, employment strike or other similar cause beyond Contractor’s reasonable control, provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. In the event of such a delay or lapse, County may suspend its performance hereunder until such time as Contractor resumes performance. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of fifteen (15) business days. No Force Majeure event excuses Contractor’s other obligations under this Contract.

Notwithstanding the foregoing or any provision of this Contract, in no event will the following be considered a Force Majeure event: shutdowns, disruptions, or malfunctions of Contractor’s systems or any of Contractor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited to Contractor’s systems.

- S. **Confidentiality:** Each Party agrees to maintain the confidentiality of all such Party’s Confidential Information pursuant to all applicable statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law.

Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party’s possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement (including the California Public Records Act, California Government Code Section 7920 et seq.);

provided, however, that in the event you receive an open records or other similar applicable request, the party will give the other party prompt notice of the request.

- T. **Compliance with Laws:** Contractor 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") that are applicable to this Agreement, 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 County. Should laws applicable to Contractor performance under the contract change after the Effective Date, and that change causes a material change in the scope of the work quoted in Attachment B, Contractor reserves the right to seek an amendment for the additional work, time, and/or cost that may be required to comply with the new law, ordinance, or regulation. Such amendment shall be according to the then-applicable rates set forth in this contract.
- U. **Freight:** [Reserved].
- 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, 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. 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. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all applicable 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.
- Z. **Indemnification:**  
Contractor agrees to indemnify, defend, and hold 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") harmless from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage arising from or related to the services, products or other performance provided by Contractor to the extent caused by Contractor's negligence or willful misconduct, (b) Contractor's violation of PCI-DSS requirements or a law applicable to Contractor's performance under this Contract, or (c) Contractor's violation of the confidentiality provisions of Paragraph S 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 shall periodically update County throughout the process of responding to any action under which Contractor is required to indemnify/defend County and shall not enter any settlement which requires the admission of fault or payment by County without County's prior written approval, not to be unreasonably withheld, conditioned, or delayed. County shall have the right to participate in any such litigation with counsel of its choice at its own cost. For clarity, Contractor's obligations in this paragraph are subject to the requirements of California Government Code section 25203. Contractor shall have primary control over any lawsuit in which it is responsible for indemnifying County under this Section Z, except to the extent otherwise required by applicable law.

- 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 at least one week's notice of such an audit or inspection, which shall be allowed not more than once per year and shall be at County's expense. Notwithstanding the foregoing, the disclosures required by this provision shall be subject to any limitations imposed by applicable federal or state regulations.

Contractor agrees to maintain such records for possible audit for the greater of five years from their creation or, the period stipulated under this Contract or by applicable law. During an annual audit, Contractor may allow interviews of any employees or others who might reasonably have information related to such records, in Contractor's sole discretion. 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 County's project manager.

- BB. **Contingency of Funds:** [Intentionally Omitted.]
- CC. **Expenditure Limit:** [Intentionally Omitted.]

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor shall provide **Vital Records Management System** to County as further detailed in Attachment A. Statement of Work.
2. **Term of Contract:** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Attachment B – Cost Summary/Pricing, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. The initial term of the Contract shall be three (3) years, renewable for two (2) additional years. Upon expiration of the initial term, this Agreement may be renewed for successive one (1) year renewal terms by mutual agreement of the parties at Contractor's then-current SaaS Fees. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties. Any renewal may require Board of Supervisors' approval. County does not have to give reason if it decides not to renew. County's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
3. **Civil Rights:** Contractor attests that its employment process 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.
4. **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. Contractor shall not, during the period of this Contract, employ any current County employee for any purpose. Contractor reserves the right to hire former County employees through its normal public hiring channels.
5. **Contractor's Project Manager and Personnel:** After the Effective Date, and in coordination with the project kick-off activities identified in the Attachment A Statement of Work, Contractor will make our project staffing assignments.

Once Contractor's project team is assembled and County's counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event Contractor's personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. If the deficiency persists, Contractor will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth

above and shall have reasonably sufficient experience and project knowledge to fulfill applicable obligations under the Agreement. The foregoing notwithstanding, if the replacement personnel is providing services onsite, County shall remain liable for travel expenses incurred by such personnel, as shown in Attachment B – Cost Summary/Pricing.

**6. Data Ownership and Use:**

- A. Contractor retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- B. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- C. All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium or furnished by or on behalf of County to Contractor in the performance of this Contract or created, generated or modified by County or by Contractor through the performance of this Contract or use of Contractor's system, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and remains at all times the property of County. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. To the extent there is any uncertainty as to whether data constitutes County Data, the data in question must be treated as County Data. As between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data. County Data does not include any data used for processing activities in which Contractor acts as the data controller; this exception only applies to such activities identified in Attachment A (Statement of Work) in the Contract.
- D. County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. In addition, no copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. Contractor must keep and maintain County Data in strict confidence, using such degree of care as is consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other data, commercially exploit, make available or make any other use of County Data except information for which the confidentiality obligation does not apply pursuant to Paragraph S(i) and S(ii) of this Agreement.
- E. Disentanglement.
  - i. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Contractor shall use commercially reasonable efforts to accomplish an adequate and timely transition from Contractor to the County, or to any replacement providers designated by the County (a "Disentanglement"). The Parties shall reasonably cooperate during Disentanglement. County shall reimburse Contractor for Disentanglement services provided by

Contractor at Contractor's then-current rates, plus reasonable costs, and expenses, as set forth in the parties' executed change order or addendum.

- ii. Upon termination or expiration of this Agreement, or upon receipt of written request from the County, Contractor shall promptly return to the County the County Data, including any copies made thereof. Notwithstanding the foregoing, Contractor may retain one copy of the County Data in its archives: (i) for so long as is, and only to the extent, required by applicable law, rule, regulation of any competent judicial, governmental, supervisory or regulatory body, or (iii) to the extent such information is stored on Contractor's automatic back-up, disaster recovery procedures or other forms of electronic information that are not regularly accessible and are subject to Contractor's regular deletion policies. To the extent that any County Data continues to be held by the Contractor or any of its Representatives pursuant to the immediately preceding sentence, the Contractor shall remain subject to all of the provisions of this Contract with respect to such information.

**11. Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. A Party that becomes aware of a dispute shall notify the other Party of such dispute within thirty (30) days of becoming aware of the dispute. 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 after good faith negotiations with the Parties' appointed senior representatives, then the parties may participate in non-binding mediation in an effort to resolve the dispute. To the extent allowable under applicable law, the parties intend that all meetings between senior representatives should be confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

**12. Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:

- A. 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).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;



- iii. Any available counseling, rehabilitation and employee assistance programs; and
- iv. Penalties that may be imposed upon employees for drug abuse violations.
- v. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

C. Will receive a copy of the company’s drug-free policy statement; and

- i. 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 Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

D. Contractor has made false certification, or

E. Contractor violates the certification by failing to carry out the requirements as noted above.

13. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions, unless Paragraph R (Force Majeure) applies, in which case Paragraph R shall take precedent over this Paragraph 14. Notwithstanding the foregoing, if an emergency or declare disaster occurs which results in a need for Tyler to provide SaaS Services or Professional Serves in excess of what is contemplated in Attachment B – Cost Summary/Pricing, then Tyler may submit an amendment according to the then-applicable rates set forth in this Contract. For SaaS Services or Professional Services being provided under this Contract at the time of the emergency or declared disaster, the pricing in the Contract shall apply for such services.

16. **Equal Employment Opportunity:** 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 of California regulations as may now exist or be amended in the future. 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, 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. 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. 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 in its employment process 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.

17. **News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract. Contractor must first obtain review and written consent of said news releases from County through the DPA.
18. **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 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. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address or the assignment of DPA will be borne by the intended receiving party.

For Contractor:   Name:           Tyler Technologies, Inc.  
                          Attention:       Chief Legal Officer  
                          Address:         One Tyler Drive, Yarmouth ME 04096  
                          Telephone:  
                          E-mail:          [Legal.Affairs@tylertech.com](mailto:Legal.Affairs@tylertech.com)

For County:       Name:           County of Orange HCA/Procurement and Contract  
                          Services  
                          Attention:       Janinne Boutte  
                          Address:         400 W Civic Center Dr.  
  Santa Ana, CA 92701  
                          Telephone:       (714) 834-5244  
                          E-mail:          [jboutte@ochca.com](mailto:jboutte@ochca.com)

CC:                Name:           County of Orange HCA/Office of Vital Records  
                          Attention:       Kimberly Pickering, Chief Deputy Registrar  
                          Address:         200 W. Santa Ana Blvd., Ste. 100B

Santa Ana, CA 92701  
 Telephone: (714)\_834-6710  
 E-mail: [Kpickering2@ochca.com](mailto:Kpickering2@ochca.com)

19. **Precedence:** The Contract documents consist of this Contract and the Attachments to the Contract. 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 as well as Attachment D, then the remaining Attachments, then Tyler's Proposal which was submitted in response to County RFP No. 042-2536503-JB (the "Proposal").
20. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
21. **Publication:** All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
22. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract. Tyler will make sure that all applicable provisions in the contract are enforceable against the subcontractor. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the requirements of this Contract.
23. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County, at rates/prices set forth in this Contract. Attachment B – Cost Summary/Pricing.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
  - A. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - B. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).

- C. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
25. **Debarment:** Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any state or federal department or agency. County has the right to terminate this Contract for cause pursuant to Paragraph K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or voluntary exclusion from participation by any state or federal department or agency.
26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act (CPRA), California Government Code Section 7920 et seq., which contains exemptions to disclosure (e.g. trade secrets). Notice shall be given according to Paragraph S(iv) Confidentiality prior to either party disclosing information and documents pursuant to the CPRA.
28. **Gratuities:** Contractor certifies that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this certification, County has the right to terminate the Contract, either in whole or in part. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
30. **Non-Exclusivity:** Nothing herein shall prevent County from providing for itself or obtaining from any third party, at any time during the term or thereafter, the services, or any type of products or services in any way analogous, similar, or comparable to the services, as applicable, or any other products or services.
31. **Right to Access and Use Services:** Contractor grants County a non-transferable and non-exclusive right to use the SaaS Services. For its internal business purposes for the number of Defined Users only. This includes the right of County to, and access to, all System maintenance and warranty updates, upgrades, new releases, patches, corrections, modifications, enhancements, fixes and support as set forth in Section C(8) of the Attachment D – Software as a Service Addendum. County may use the System with any computer, computer system, server or desktop workstation owned or utilized by County or other authorized users.

32. **Compliance with County Information Technology Policies and Procedures:  
Policies and Procedures**

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor prior to the execution of this Contract that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to County Cybersecurity Policy, and Information Technology Usage Policy. Contractor shall make reasonable efforts to cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures which are provided or made available to Contractor prior to execution of this Contract and described in this Contract. Any new IT policies and procedures adopted by the County after the effective date of this Contract shall not apply to the Contractor unless mutually agreed upon in writing by both parties. Any material violations or disregard of IT policies or procedures which apply to Contractor under this section shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

**Security and Policies**

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above (collectively, the "Security Policies") and provided to Contractor prior to the execution of this Contract. For any new Security Policies adopted by the County after the effective date of this Contract, the Contractor is not obligated to comply unless mutually agreed upon in writing by both parties. Contractor shall at all times use industry standard practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

**Information Access**

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

**Enhanced Security Procedures**

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control

procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect, which in no event shall be shorter than sixty (60) days from the date of Contractor’s receipt of such request. The Contractor shall review the requested enhanced security or access-control procedures, measures, or requirements and shall implement and enforce them to the extent that they are commercially reasonable and feasible. In the event that the Contractor determines that any of the requested measures are not commercially reasonable, the Contractor shall notify the County in writing within thirty (30) days of receiving the notice, providing an explanation and proposing alternative measures that are commercially reasonable and feasible. The County and Contractor shall then work together in good faith to agree upon and implement mutually acceptable solution.

**Breach of Security**

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

- Contractor shall provide a notification of a confirmed breach immediately to the County Privacy Officer, IT Security Officer, and Chief Compliance Officer:

| OCIT   CEO   SECURITY   | HCA INFORMATION TECHNOLOGY   | HCA OFFICE OF COMPLIANCE  |
|---|--|---|
| <p><b>Linda Le, CHPC, CHC, CHP<br/>County Privacy Officer</b></p> <p>1501 E. St. Andrews Place,<br/>2<sup>nd</sup> Fl.<br/>Santa Ana, CA 92705<br/>Office: (714) 834-4082<br/>E-Mail:<br/><a href="mailto:linda.le@ceoit.ocgov.com">linda.le@ceoit.ocgov.com</a><br/><a href="mailto:privacyofficerinbox@ceoit.ocgov.com">privacyofficerinbox@ceoit.ocgov.com</a></p> | <p><b>David Castellanos<br/>IT Security Officer</b></p> <p>200 W. Santa Ana Blvd., Ste.<br/>1000<br/>Santa Ana, CA 92701<br/>Office: (714) 834-3433<br/>E-Mail:<br/><a href="mailto:dcastellanos@ochca.com">dcastellanos@ochca.com</a></p> | <p><b>Kelly Sabet, LCSW, CHC,<br/>CHPC, CHRC<br/>Chief Compliance Officer</b></p> <p>405 W. 5<sup>th</sup> St., Ste. 212<br/>Santa Ana, CA 92701<br/>Office: (714) 581-7769<br/>E-mail:<br/><a href="mailto:ksabet@ochca.com">ksabet@ochca.com</a><br/><a href="mailto:officeofcompliance@ochca.com">officeofcompliance@ochca.com</a></p> |

- Contractor’s notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
  - Data breach notification to County must include, to the extent such information is available, the following:
    - 1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach,
    - 2) A description of the types of unsecured County Data that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the breach;
    - 4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future breaches; and

- 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section 1 - 5 above, if not yet provided, to permit County to meet its federal and state notification obligations as soon as practicable.
  - Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

### **Conduct on County Premises**

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. County shall provide a copy of or access to such policies and procedures to the Contractor effective as of the Effective Date, and as updated thereafter from time to time. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

33. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties and does not: (a) confer any rights upon any of the employees, agents, or contractors, of either Party or upon any other person or entity not a party hereto; or (b) preclude any actions or claims against, or rights of recovery from, any person or entity not a party hereto. This provision does not affect the rights of third parties under any Third Party Terms.
34. **Extraction of County Data:** During the term of this Contract, County is able to extract County Data from the System without cost at any time.

The extraction of County Data by Contractor is without cost and not subject to any unreasonable conditions or contingencies (including but not limited to the payment of any fees due to Contractor). Contractor cannot withhold County Data or refuse for any reason to promptly return to County all County Data (including copies thereof) requested by County, even if County is then or is alleged to be in breach of the Contract. Upon request, Contractor will assist the client in extracting its Data from Contractor's Software using standard functionality of that software. County may request that Contractor provide further

assistance with data extraction or transfer, and, depending on the extent of the request, Contractor reserves the right to charge fees for the data extraction or transfer. The parties will cooperate on establishing the scope of the data extraction or transfer and Contractor will provide an estimated cost for that work upon request in advance. The parties will execute a change order or amendment as applicable for the work.

35. **Data Location:** Except where Contractor obtains County's express prior written consent, the physical location of Contractor's data center where County Data is stored must be within the United States.
36. **Trans-Border Data Flow:** Contractor must not transfer any County Data across a country border. Furthermore, Contractor must perform all services required under this Contract within the United States and must not access County Data from outside the United States.
37. **Documentation:** Contractor must provide to County such documentation, and updated versions thereof, including but not limited to manuals and other printed materials, as set forth in Attachment A Statement of Work.
38. **Discovery:** Contractor shall promptly notify County upon receipt of any requests which in any way might reasonably require access to County Data to which Contractor or any third party hosting service of Contractor may have access or to County's use of Contractor's services. Contractor shall notify County promptly and in accordance with the Notice section of this Agreement, unless prohibited by law from providing such notification. Contractor shall provide such notification promptly, but no later than five (5) business days, after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying County, unless prohibited by law from providing such notification. To the extent practicable, Contractor must provide its intended responses to County with adequate time for County to review, revise, and, if necessary, seek a protective order in a court of competent jurisdiction unless prohibited by law, regulation, or court order. Contractor shall not respond to legal requests directed at County unless authorized in writing to do so by County.
39. **Survival:** The rights, obligations and conditions that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

**(SIGNATURE PAGE FOLLOWS)**



**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-25010023 on the date set forth opposite their signatures. Contractor shall provide a single corporate signature by an accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: TYLER TECHNOLOGIES, INC.**

|                    |                       |
|--------------------|-----------------------|
| Tina Mize          | Group General Counsel |
| _____              | _____                 |
| Print Name         | Title                 |
| DocuSigned by:     |                       |
| <i>Tina Mize</i>   | 11/6/2024             |
| _____              | _____                 |
| 7A932F08A2384D5... | Date                  |

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

|            |       |
|------------|-------|
| _____      | _____ |
| Print Name | Title |
| _____      | _____ |
| Signature  | Date  |

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

|                        |                       |
|------------------------|-----------------------|
| Brittany McLean        | Deputy County Counsel |
| _____                  | _____                 |
| Print Name             | Title                 |
| Signed by:             |                       |
| <i>Brittany McLean</i> | 11/6/2024             |
| _____                  | _____                 |
| 71CFE638662E411...     | Date                  |

**Attachment A - Statement of Work (SOW)**

## Part 1: Executive Summary

### 1. Project Overview

#### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

#### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Health Care Agency (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

#### 1.3 Methodology

This is accomplished by the Health Care Agency and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Health Care Agency’s complexity and organizational needs.

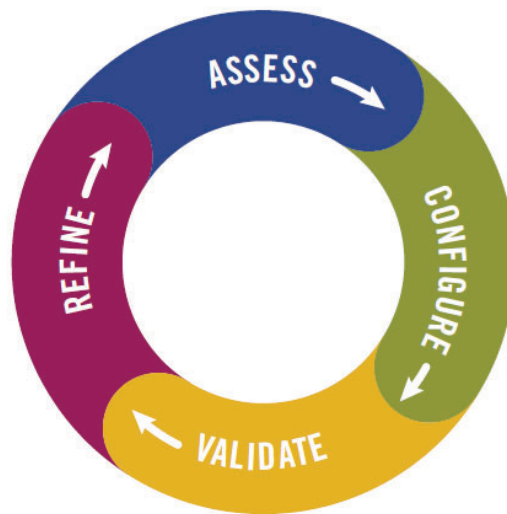
### Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Health Care Agency and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Health Care Agency and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Health Care Agency's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

### Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

- **Data Controller**

For the purpose of providing payment processing services in association with Vital Records Access and The Payment Engine, Contractor is the data controller for any data processed within such services. This role and associated responsibilities are limited to the scope of payment processing as described herein. As of the effective date, there are no other services/products for which Contractor acts as data controller and for which Paragraph 6.C. applies.

- **Vital Records Management System Functional Requirements**

VRMS will include a fully integrated system that supports cashiering, order processing and an indexing/filing system which will allow for scanning, quality control, data import, image cleanup, manual redaction module, and bank note management. The reporting module will include a comprehensive built-in report writer and rejection letter interface. The online access/kiosk will allow applications to be retrieved by querying customer information or by querying vital records data and viewing all customers who have ordered the specific vital record. Additionally, the system will include web-based and kiosk modules for completing applications and requesting copies of birth, death and/or fetal death certificates.

The following outlines the system modules Contractor shall provide County to support OCHCA's functionality and process flows within each of the major functional areas of the department. Tyler shall provide such functionality and process flows for each item outlined below as described in Tyler's answers provided in the Proposal.

1. Imaging, Indexing and Printing of Vital Records

- a. Ability to import, index and electronically store batches of registered birth, death and fetal death certificate images and amendment images from the Electronic Birth, Death and Fetal Death Registration Systems into the VRMS each day.
- b. Ability to temporarily import single certificate and amendment images from the Electronic Birth, Death, and Fetal Death Registration Systems and the Vital Records Imaging and Redaction and Statewide Access (VRIRSA) system into the VRMS to print records that have not been imported into VRMS (This would be a temporary import to print to specification on security banknote paper – no indexing needed).
- c. Ability to delete, update or replace birth, death and fetal death images and amendment images with updated records when completing the sealing of record notices from the State.
- d. Ability to scan, index and electronically store paper images (paper amendments, Safely Surrendered birth certificates, and paper birth certificates from Emergency Departments, etc.) into VRMS.
- e. Ability to manually add a "Deceased" water mark and Date of Death on indexed birth certificates to crossmatch births and deaths in VRMS.
- f. Ability to add amendment numbers to indexed certificates (e.g., 1 of 2, 2 of 2, etc.)
- g. Ability to manually redact certain fields and add watermark to indexed birth and death images to create and issue Informational Certified Copies.
- h. Ability to print images in the same quality and image size that County gets from current system.
- i. Ability to automatically print Health Officer name, title and signature and issuance date on banknote security paper.
- j. Ability to scan banknote security paper barcodes for easy tracking of banknote used for each order and cashier.

2. Vital Records Application and Order Processing
  - a. Electronic Application Order Processing:
    - i. Ability of customers to order and submit the application for a Vital Record on Computer Kiosks located in the office lobby.
    - ii. Ability of customers to order and submit the application online on personal mobile phone, tablet, or computer.
    - iii. Ability for program to customize the order confirmation message sent to customers ordering online as described in the Proposal.
    - iv. Ability to conduct automatic search and match of application information with indexed certificate.
    - v. Ability to capture customer signature electronically at the office when signing the Sworn Statement under penalty of perjury.
    - vi. Electronic Ordering Application Systems will be available in English and Spanish.
    - vii. The electronic application will collect the customer's name, government issued identification number and expiration date, address, telephone and email. The application will also collect the name, date of birth or death, place of birth or death, county of birth or death, and mother's maiden name of the person on record. The application will allow the customer to select their relationship to the person on record.
    - viii. A confirmation number will be emailed to the customer with contact information for the Office of Vital Records. Applications will remain in the system queue for 30 days. The application will be search by application number, contact information of the customer or the name of the person on record.
  - b. Mail-in/Paper Application Order Processing:
    - i. Ability to enter paper application information into system and conduct automatic search and match of application information with indexed certificate.
    - ii. Ability to create rejection letters for mail-in orders that County is not able to fulfill due to customer error.
    - iii. Ability to scan notarized Sworn Statements from the applicants into VRMS.
    - iv. Ability to create Funeral Establishments and VitalChek accounts for paper application processing to reduce the amount of data entry.
    - v. Ability to search order details in VRMS as needed to provide customer service.
3. Accounting - Sales Reports:
  - a. Ability to provide:
    - i. Totals for shift close outs by cashier and type of payment.
    - ii. List of items sold by products type (birth, death, burial permit, MMIC, fee waiver, etc.)
    - iii. Number of transactions per day, month, year.
    - iv. Description of Transactions by till.
    - v. Banknote numbers by cashier.
    - vi. Total day accounting for each type of payment, breakdown of number of each product type so we can enter amounts into CAPS+ accounting system.
4. Transfer of Records
  - a. Ability to electronically transfer birth, death, & fetal death certificate images, amendment images and indexes to the OC Clerk-Recorder in a secure manner each week.

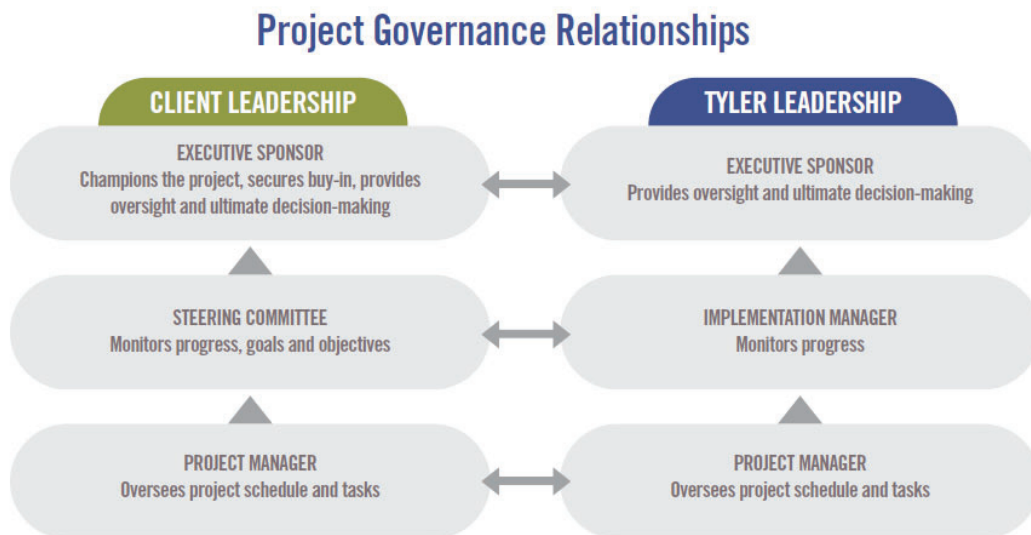
## Part 2: Project Foundation

### 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Health Care Agency collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Health Care Agency Steering Committee become the escalation points to triage responses prior to escalation to the Health Care Agency and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Health Care Agency and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

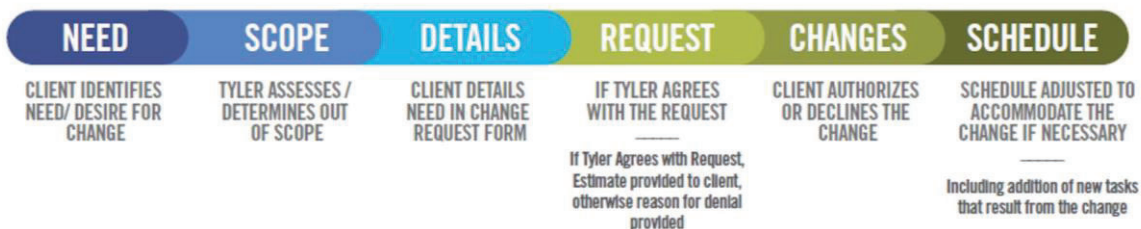
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Health Care Agency; for example, the Health Care Agency may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Health Care Agency, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Health Care Agency will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Health Care Agency). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process



#### 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Health Care Agency office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Health Care Agency will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Health Care Agency feedback and approval on Project deliverables will be critical to the success of the Project. The Health Care Agency project manager will strive to gain deliverable and decision approvals from all authorized Health Care Agency representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Health Care Agency department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Health Care Agency shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Health Care Agency does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe,

not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the Health Care Agency does not agree the Deliverable or Control Point meets requirements, the Health Care Agency shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Health Care Agency shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Health Care Agency does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Health Care Agency and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Health Care Agency, but are roles defined within the Project. It is common for individual resources on both the Tyler and Health Care Agency project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

#### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Health Care Agency 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Health Care Agency 's executive sponsor.

#### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Health Care Agency management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.

- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Health Care Agency, the Tyler Project Manager provides regular updates to the Health Care Agency Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Health Care Agency project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the Health Care Agency project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Health Care Agency and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Health Care Agency any items that may impact the outcomes of the Project.
- Collaborates with the Health Care Agency's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Health Care Agency's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Health Care Agency and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).

- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Health Care Agency through software validation process following configuration.
- Assists during Go-Live process and provides support until the Health Care Agency transitions to Client Services.
- Facilitates training sessions and discussions with the Health Care Agency and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

#### 5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the Health Care Agency, as the Health Care Agency builds interfaces.

### 5.2 Health Care Agency Roles & Responsibilities

Health Care Agency resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

#### 5.2.1 Health Care Agency Executive Sponsor

The Health Care Agency executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Health Care Agency steering committee,

project manager(s), and functional leads to make critical business decisions for the Health Care Agency.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Health Care Agency Steering Committee

The Health Care Agency steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Health Care Agency project manager and Project through participation in regular internal meetings. The Health Care Agency steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Health Care Agency steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Health Care Agency Policies
  - Needs of other client projects

### 5.2.3 Health Care Agency Project Manager

The Health Care Agency shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Health Care Agency Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Health Care Agency project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Health Care Agency project manager(s) are responsible for reporting to the Health Care Agency steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Health Care Agency project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Health Care Agency and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Health Care Agency staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Health Care Agency resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Health Care Agency technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Health Care Agency Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Health Care Agency project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Health Care Agency resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 Health Care Agency Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Health Care Agency business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Health Care Agency staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Health Care Agency End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Health Care Agency Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Health Care Agency third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Health Care Agency's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Health Care Agency Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Health Care Agency's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Health Care Agency and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Health Care Agency Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



## Part 3: Project Plan

### 6. Project Stages

#### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Health Care Agency.

Work Breakdown Structure (WBS)

| 1. Initiate & Plan          | 2. Assess & Define                  | 3. Prepare Solution           | 4. Production Readiness | 5. Production                     | 6. Close              |
|-----------------------------|-------------------------------------|-------------------------------|-------------------------|-----------------------------------|-----------------------|
| 1.1 Initial Coordination    | 2.1 Solution Orientation            | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live                       | 6.1 Phase Close Out   |
| 1.2 Project/Phase Planning  | 2.2 Current & Future State Analysis | 3.2 Configuration             | 4.2 Go Live Readiness   | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 GIS Planning*           | 2.3 Modification Analysis           | 3.3 Process Refinement        | 4.3 End User Training   | 5.3 Post Go Live Activities       |                       |
| 1.4 Infrastructure Planning | 2.4 Conversion Assessment           | 3.4 Conversion Delivery       |                         |                                   |                       |
| 1.5 Stakeholder Meeting     | 2.5 Data Assessment                 | 3.5 Data Delivery             |                         |                                   |                       |
|                             |                                     | 3.6 Modifications*            |                         |                                   |                       |

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

#### 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Health Care Agency with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Health Care Agency gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Health Care Agency’s team. During this step, Tyler will work with the Health Care Agency to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Health Care Agency project team.

| STAGE 1  | Initial Coordination  |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
|--|---|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|---|
|  | Tyler   |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager   | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |   |
|  | Tyler project team is assigned  | A                      | R               | C                         | I            | I                     | I                  | I                  |                   | I                  |                 | I                |                         |                                      |                  |           |                 |   |
|  | Health Care Agency project team is assigned                                   |                        |                 |                           |              |                       |                    |                    |                   | A                  | I               | R                | I                       | I                                    | I                |           |                 |   |
|  | Provide initial project documents to the Health Care Agency                   |                        | A               | R                         | C            |                       |                    | C                  |                   | I                  |                 | I                |                         |                                      |                  |           |                 |   |
|  | Gather preliminary information requested                                      |                        |                 | I                         |              |                       |                    |                    |                   | A                  |                 | R                | C                       |                                      | C                |           | C               | C |
|  | Sales to implementation knowledge transfer                                    |                        | A               | R                         | I            | I                     | I                  | I                  |                   |                    |                 | I                |                         |                                      |                  |           |                 |   |
|  | Create Project Portal to store project artifacts and facilitate communication |                        | A               | R                         |              |                       |                    |                    |                   |                    |                 | I                |                         |                                      |                  |           |                 |   |

|        |                    |
|--------|--------------------|
| Inputs | Contract documents |
|        | Statement of Work  |

|                      |                                   |
|----------------------|-----------------------------------|
| Outputs/Deliverables | Working initial project documents |
|                      | Project portal                    |

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

**6.1.2 Project/Phase Planning**

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Health Care Agency to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Health Care Agency Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Health Care Agency’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Health Care Agency Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Health Care Agency with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

|                |                               |                    |
|----------------|-------------------------------|--------------------|
| <b>STAGE 1</b> | <b>Project/Phase Planning</b> |                    |
|                | Tyler                         | Health Care Agency |

|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager                        | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
|  | Schedule and conduct planning session(s) |                        | A               | R                         |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                                      |                  |           |                 |
|  | Develop Project Management Plan          |                        | A               | R                         |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                                      |                  |           |                 |
|  | Develop initial project schedule         |                        | A               | R                         | I            | I                     | I                  | I               | I                 | I                  | I               | C                | C                       | I                                    | I                | C         |                 |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

|                        |                          |   |
|------------------------|--------------------------|---|
| Outputs / Deliverables |                          | <b>Acceptance Criteria [only] for Deliverables</b>  |
|                        | Project Management Plan  | Delivery of document  |
|                        | Project Operational Plan | Delivery of document  |
|                        | Initial Project Schedule | Health Care Agency provides acceptance of schedule based on resource availability, project budget, and goals. |

**Work package assumptions:**

- Health Care Agency has reviewed and completed the Guide to Starting Your Project document.

**6.1.3 This work package is not applicable.**

**6.1.4 Infrastructure Planning**

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The Health Care Agency is responsible for the installation, setup, and maintenance of all peripheral devices.

**Objectives:**

- Ensure the Health Care Agency’s infrastructure meets Tyler’s application requirements.
- Ensure the Health Care Agency’s infrastructure is scheduled to be in place and available for use on time.

| STAGE 1   | Infrastructure Planning |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                   |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Initial Infrastructure Communication  |                         | A                      | R               |                           | C            |                       | C                  |                    |                   |                    | C               |                  |                         |                                      |                  |           | C               |
| Schedule Environment Availability   |                         | A                      | R               |                           |              |                       | C                  |                    |                   |                    | I               |                  |                         |                                      |                  |           |                 |

|        |                                     |
|--------|-------------------------------------|
| Inputs | Initial Infrastructure Requirements |
|--------|-------------------------------------|

|                        |                                       |  |
|------------------------|---------------------------------------|--|
| Outputs / Deliverables |                                       | <b>Acceptance Criteria [only] for Deliverables</b> |
|                        | Completed Infrastructure Requirements | Delivery of Requirements                           |

**6.1.5 Stakeholder Meeting**

Communication of the Project planning outcomes to the Health Care Agency Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Health Care Agency team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1 | Stakeholder Meeting |                    |
|---------|---------------------|--------------------|
|         | Tyler               | Health Care Agency |

|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager                        | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
|  | Create Stakeholder Meeting Presentation  | I                      | A               | R                         | I            | I                     |                    |                 | I                 | I                  | C               |                  | I                       |                                      |                  |           |                 |
|  | Review Stakeholder Meeting Presentation  |                        | I               | C                         |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                                      |                  |           |                 |
|  | Perform Stakeholder Meeting Presentation | I                      | A               | R                         | I            | I                     |                    |                 | I                 | I                  | C               | I                | I                       | I                                    | I                | I         | I               |

|        |                         |
|--------|-------------------------|
| Inputs | Agreement               |
|        | SOW                     |
|        | Project Management Plan |

|                        |                                  |  |
|------------------------|----------------------------------|--|
| Outputs / Deliverables |                                  | <b>Acceptance Criteria [only] for Deliverables</b> |
|                        | Stakeholder Meeting Presentation |  |

**Work package assumptions:**

- None

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Health Care Agency
- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Health Care Agency business processes. This information will be used to identify and define business processes utilized with Tyler software. The Health Care Agency collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Health Care Agency team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Health Care Agency team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Health Care Agency for current and future state analysis.

| STAGE 2   |  | Solution Orientation   |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                        |                  |           |                 |   |
|---|--|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|---|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed |  | Tyler                  |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                        |                  |           |                 |   |
|   |  | Executive Manager      | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |   |
|   |  | Provide prerequisites  | pre-                   |                 |                           | A            | R                     |                    |                    |                   |                    |                 | I                | I                       |                        | I                | I         |                 | I |
|   |  | Complete prerequisites | pre-                   |                 |                           |              |                       |                    |                    |                   |                    | A               | R                |                         |                        | C                |           |                 | C |
| Conduct orientation   |  |                        |                        | A               | R                         |              |                       |                    |                    |                   | I                  | I               |                  | I                       | I                      |                  | I         |                 |   |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Health Care Agency and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Health Care Agency will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Health Care Agency’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

| STAGE 2   | Current & Future State Analysis   |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
|---|---|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|---|
|   | Tyler   |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
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|   | Current State process review  |                        |                 | A                         | R            | I                     | I                  | I                  |                   |                    |                 | C                | C                       | C                                    | C                |           |                 | C |
|   | Discuss future-state options  |                        |                 | A                         | R            | C                     | C                  | C                  |                   |                    |                 | C                | C                       | C                                    | C                |           |                 | C |
|   | Make future-state decisions (non-COTS)                                      |                        |                 | C                         | C            | C                     | C                  | C                  |                   |                    |                 | A                | R                       | I                                    | C                |           |                 | C |
|   | Document anticipated configuration options required to support future state |                        |                 | A                         | R            | C                     | C                  | C                  |                   |                    |                 | I                | I                       | I                                    | I                |           |                 | I |

|        |  |
|--------|--|
| Inputs | Health Care Agency current state documentation |
|        | Solution Orientation completion                |



|                        |  |  |
|------------------------|--|--|
| Outputs / Deliverables |  | <b>Acceptance Criteria [only] for Deliverables</b> |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                               |

**Work package assumptions:**

- Health Care Agency attendees possess sufficient knowledge and authority to make future state decisions.
- The Health Care Agency is responsible for any documentation of current state business processes.
- The Health Care Agency can effectively communicate current state processes.

**6.2.3 This work package is not applicable.**

**6.2.4 Conversion Assessment**

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2   | Data Conversion Assessment       |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|----------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                            |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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|   | Extract Data from Source Systems |                        |                 | I                         |              | C                     |                    |                    |                   |                    |                 | A                |                         |                                      |                  |           |                 |

|                                   |  |  |   |   |   |  |  |  |  |  |   |   |   |   |  |  |   |
|-----------------------------------|--|--|---|---|---|--|--|--|--|--|---|---|---|---|--|--|---|
| Review and Scrub Source Data      |  |  | I | I | I |  |  |  |  |  | A | R |   | C |  |  | I |
| Build/Update Data Conversion Plan |  |  | R | C | C |  |  |  |  |  | C | I | I | I |  |  | I |

|        |   |
|--------|---|
| Inputs | Health Care Agency Source data                              |
|        | Health Care Agency Source data Documentation (if available) |

|                        |                                    |  |
|------------------------|------------------------------------|--|
| Outputs / Deliverables |                                    | <b>Acceptance Criteria [only] for Deliverables</b>                   |
|                        | Data Conversion Plan built/updated | Health Care Agency Acceptance of Data Conversion Plan, if Applicable |

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Health Care Agency representatives to identify business rules before writing the conversion.
- Health Care Agency subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

**6.2.5 This work package is not applicable.**

**6.2.6 Control Point 2: Assess & Define Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

**6.3 Prepare Solution**

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Health Care Agency against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- The Health Care Agency can access the software.

| STAGE 3   | Initial System Deployment (Hosted/SaaS)* |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                                    |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Prepare hosted environment  |  |                        | A               |                           |              |                       | R                  |                    |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software for Included Environments                                     |  |                        | A               |                           |              |                       | R                  |                    |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software on Health Care Agency Devices (if applicable)                 |  |                        | I               |                           |              |                       | C                  |                    |                   |                    | A               |                  |                         |                                      |                  |           | R               |
| Tyler System Administration Training (if applicable)                                    |  |                        | A               |                           |              |                       | R                  |                    |                   |                    | I               |                  |                         |                                      |                  |           | C               |

| Outputs / Deliverables   | Acceptance Criteria [only] for Deliverables |
|--|---|
| Licensed Software is Installed on the Server(s)                              | Software is accessible                      |
| Licensed Software is Installed on Health Care Agency Devices (if applicable) | Software is accessible                      |
| Installation Checklist/System Document                                       |   |

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- The Health Care Agency will provide network access for Tyler modules, printers, and Internet access to all applicable Health Care Agency and Tyler Project staff.
- The Health Care Agency has technical infrastructure in place that meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the user of Licensed Software if the Health Care Agency does not meet the minimum standards of Tylers’s published specifications.

**6.3.2 Configuration**

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Health Care Agency to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Health Care Agency collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the Health Care Agency Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3   | Configuration     |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                        |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                        |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |
| Conduct configuration training  |                   |                        | A               | R                         |              |                       |                    |                    |                   |                    | I               | C                |                         | C                      |                  |           |                 |
| Complete Tyler configuration tasks (where applicable)                                   |                   |                        | A               | R                         |              |                       |                    |                    |                   |                    | I               | I                |                         | I                      |                  |           |                 |
| Complete Health Care Agency configuration tasks (where applicable)                      |                   |                        | I               | C                         |              |                       |                    |                    |                   |                    | A               | R                |                         | C                      |                  |           |                 |
| Standard interfaces configuration and training (if applicable)                          |                   |                        | A               | R                         |              |                       | C                  |                    |                   |                    | I               | C                |                         | C                      |                  |           | C               |
| Updates to Solution Validation testing plan   |                   |                        | C               | C                         |              |                       |                    |                    |                   |                    | A               | R                |                         | C                      |                  |           | C               |

|                        |  |                                       |  |
|------------------------|--|---------------------------------------|--|
| Inputs                 | Documentation that describes future state decisions and configuration options to support future state decisions. |                                       |  |
| Outputs / Deliverables |  | <b>Acceptance Criteria [only] for</b> |  |
|                        | Configured System  |                                       |  |

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. The Health Care Agency is responsible for making decisions when multiple options are available.

**6.3.3 Process Refinement**

Tyler will educate the Health Care Agency users on how to execute processes in the system to prepare them for the validation of the software. The Health Care Agency collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the Health Care Agency understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3   | Process Refinement |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler              |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager  | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Conduct process training  |                    |                        | A               | R                         |              |                       |                    |                    |                   |                    | I               | C                | I                       | C                                    |                  |           |                 |
| Confirm process decisions   |                    |                        | I               | C                         |              |                       |                    |                    |                   | A                  | R               | C                | I                       | C                                    |                  |           |                 |
| Test configuration  |                    |                        | I               | C                         |              |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Refine configuration  |                    |                        | I               | C                         |              |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |

|  |  |  |   |   |  |  |  |  |  |  |   |   |  |   |  |  |  |   |
|--|--|--|---|---|--|--|--|--|--|--|---|---|--|---|--|--|--|---|
| (Health Care Agency Responsible)   |  |  |   |   |  |  |  |  |  |  |   |   |  |   |  |  |  |   |
| Refine configuration (Tyler Responsible)                                 |  |  | A | R |  |  |  |  |  |  | I | I |  | I |  |  |  |   |
| Validate interface process and results                                   |  |  | I | C |  |  |  |  |  |  | A | R |  | C |  |  |  | C |
| Update Health Care Agency-specific process documentation (if applicable) |  |  | I | C |  |  |  |  |  |  | A | R |  | C |  |  |  |   |
| Updates to Solution Validation testing plan                              |  |  | C | C |  |  |  |  |  |  | A | R |  | C |  |  |  | C |

|        |  |
|--------|--|
| Inputs | Initial Configuration  |
|        | Documentation that describes future state decisions and configuration options to support future state decisions. |
|        | Solution validation test plan  |

| Outputs / Deliverables  | Acceptance Criteria [only] for Deliverables |
|---|---|
| Updated solution validation test plan   |   |
| Completed Health Care Agency-specific process documentation (completed by Health Care Agency) |   |

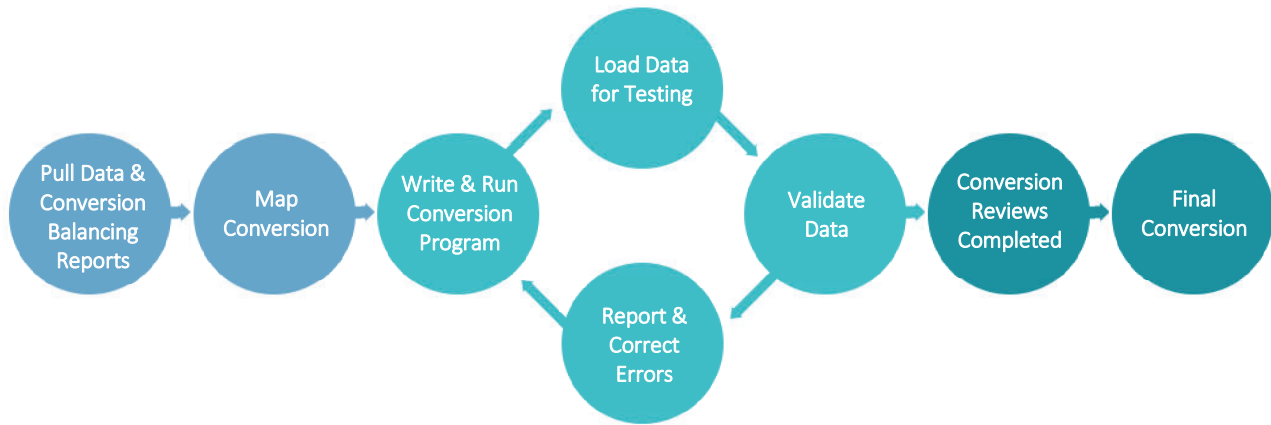
**Work package assumptions:**

- None

**6.3.4 Conversion Delivery**

The purpose of this task is to transition the Health Care Agency’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Health Care Agency will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Health Care Agency to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).

| STAGE 3   | Data Delivery & Conversion |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                      |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager          | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Provide data crosswalks/code mapping tool   |                            |                        | A               | C                         | R            |                       |                    |                    |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Populate data crosswalks/code mapping tool  |                            |                        | I               | C                         | C            |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Iterations: Conversion Development  |                            |                        | A               | C                         | R            |                       |                    |                    |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Deliver converted data  |                            |                        | A               |                           | R            |                       | I                  |                    |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Proof/Review data and   |                            |                        | C               | C                         | C            |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           | C               |

|                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| reconcile to source system |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

|        |                      |
|--------|----------------------|
| Inputs |                      |
|        | Data Conversion Plan |
|        | Configuration        |

|                        |  |   |
|------------------------|--|---|
| Outputs / Deliverables |  | <b>Acceptance Criteria [only] for Deliverables</b>      |
|                        | Code Mapping Complete / Validated        |   |
|                        | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

**Work package assumptions:**

- The Health Care Agency will provide a single file layout per source system as identified in the investment summary.
- The Health Care Agency subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Health Care Agency project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 **This work package is not applicable.**

6.3.6 **This work package is not applicable.**

6.3.7 **Control Point 3: Prepare Solution Stage Acceptance**

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 **Production Readiness**

Activities in the Production Readiness stage will prepare the Health Care Agency team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Health Care Agency to review the status of the project and the organizations readiness for go-live.



### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Health Care Agency verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

**Objectives:**

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Health Care Agency organization is ready to move forward with go-live and training (if applicable).

| STAGE 4   | Solution Validation |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler               |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager   | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Update Solution Validation plan   |                     |                        | A               | R                         | C            |                       |                    |                    |                   |                    | C               | C                |                         | C                                    |                  |           |                 |
| Update test scripts (as applicable)   |                     |                        | C               | C                         | C            |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Perform testing   |                     |                        | C               | C                         | C            |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Document issues from testing  |                     |                        | C               | C                         | C            |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Perform required follow-up on issues  |                     |                        | A               | R                         | C            |                       |                    |                    |                   |                    | C               | C                |                         | C                                    |                  |           |                 |

|        |  |
|--------|--|
| Inputs | Solution Validation plan   |
|        | Completed work product from prior stages (configuration, business process, etc.) |

|                        |                            |  |
|------------------------|----------------------------|--|
| Outputs / Deliverables |                            | <b>Acceptance Criteria [only] for Deliverables</b>     |
|                        | Solution Validation Report | Health Care Agency updates report with testing results |

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and the Health Care Agency will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Health Care Agency has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Health Care Agency will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4  | Go-Live Readiness   |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
|--|---|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|---|
|  | Tyler   |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager   | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |   |
|  | Perform Readiness Assessment                                | I                      | A               | R                         | C            | C                     | I                  | C                  | I                 | I                  | I               |                  | I                       |                                      |                  |           |                 | I |
|  | Conduct Go-Live planning session                            |                        | A               | R                         | C            |                       |                    |                    |                   |                    |                 | C                | C                       | C                                    | C                | C         |                 | C |
|  | Order peripheral hardware (if applicable)                   |                        |                 | I                         |              |                       |                    |                    |                   |                    | A               | R                |                         |                                      |                  |           |                 | C |
|  | Confirm procedures for Go-Live issue reporting & resolution |                        | A               | R                         | I            | I                     | I                  | I                  |                   |                    |                 | C                | C                       | I                                    | I                | I         | I               | I |
|  | Develop Go-Live checklist                                   |                        | A               | R                         | C            | C                     |                    |                    |                   |                    |                 | C                | C                       | I                                    | C                |           |                 | C |
|  | Final system infrastructure review (where applicable)       |                        |                 | A                         |              |                       |                    | R                  |                   |                    |                 | C                |                         |                                      |                  |           |                 | C |

|        |                        |
|--------|------------------------|
| Inputs | Future state decisions |
|        | Go-live checklist      |

|                        |                           |   |
|------------------------|---------------------------|---|
| Outputs / Deliverables |                           | <b>Acceptance Criteria [only] for Deliverables</b>                                |
|                        | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the Health Care Agency |

**Work package assumptions:**

- None

**6.4.3 End User Training**

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Health Care Agency specific business process documentation. Health Care Agency-led training labs using Health Care Agency specific business process documentation if created by the Health Care Agency can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- The Health Care Agency is prepared for on-going training and support of the application.

| STAGE 4   | End User Training                          |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |  |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|--|
|   | Tyler                                      |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |  |
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|   | Update training plan                       |                        | A               | R                         | C            |                       |                    |                    |                   |                    |                 | C                |                         | I                                    |                  | C         |                 |  |
|   | End User training (Tyler-led)              |                        | A               | R                         | C            |                       |                    |                    |                   |                    |                 | C                | C                       | I                                    | C                | C         | C               |  |
|   | Train-the-trainer                          |                        | A               | R                         | C            |                       |                    |                    |                   |                    |                 | C                | C                       | I                                    | C                |           |                 |  |
|   | End User training (Health Care Agency-led) |                        |                 |                           | C            | C                     |                    |                    |                   |                    |                 | A                | R                       | I                                    | C                | C         | C               |  |

|                        |  |  |
|------------------------|--|--|
| Inputs                 | Training Plan                                  |  |
|                        | List of End Users and their Roles / Job Duties |  |
|                        | Configured Tyler System                        |  |
| Outputs / Deliverables |  | <b>Acceptance Criteria [only] for Deliverables</b>     |
|                        | End User Training                              | Health Care Agency signoff that training was delivered |

**Work package assumptions:**

- The Health Care Agency project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Health Care Agency as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Health Care Agency departments.
- The Health Care Agency will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

**6.5 Production**

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Health Care Agency will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Health Care Agency to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

**6.5.1 Go-Live**

Following the action plan for Go-Live, defined in the Production Readiness stage, the Health Care Agency and Tyler will complete work assigned to prepare for Go-Live.

The Health Care Agency provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Health Care Agency manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Health Care Agency during Go-Live activities. The Health Care Agency transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Health Care Agency data available in Production environment.

| STAGE 5   | Go-Live           |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Provide final source data extract, if applicable  |                   |                        | C               |                           | C            |                       |                    |                    |                   |                    | A               |                  |                         |                                      |                  |           | R               |
| Final source data pushed into production environment, if applicable                     |                   |                        | A               | C                         | R            |                       |                    |                    |                   |                    | I               | C                |                         | C                                    |                  |           | C               |
| Proof final converted data, if applicable   |                   |                        | C               | C                         | C            |                       |                    |                    |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Complete Go-Live activities as defined in the Go-Live action plan                       |                   |                        | C               | C                         | C            |                       |                    |                    |                   | A                  | R               | C                | I                       | C                                    |                  |           |                 |
| Provide Go-Live assistance  |                   |                        | A               | R                         | C            | C                     |                    | I                  |                   |                    | C               | C                | I                       | C                                    |                  | I         | C               |

|        |                                       |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
|--------|---------------------------------------|

|                                   |   |
|-----------------------------------|---|
| Final source data (if applicable) |   |
| Outputs / Deliverables            | <p><b>Acceptance Criteria [only] for Deliverables</b></p> <p>Data is available in production environment</p> <p>Health Care Agency confirms data is available in production environment</p> |

**Work package assumptions:**

- The Health Care Agency will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Health Care Agency business processes required for Go-Live are fully documented and tested.
- The Health Care Agency Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Health Care Agency Project Team and Power User’s provide business process context to the end users during Go-Live.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Health Care Agency onto the Tyler Client Services team, who provides the Health Care Agency with assistance following Go-Live, officially transitioning the Health Care Agency to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Health Care Agency teams for key processes and subject areas.

|  |                                      |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--|--------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>STAGE 5</b>   | <b>Transition to Client Services</b> |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|  | Tyler                                |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager                    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
|  |                                      |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |

|  |   |   |   |   |   |  |   |   |   |   |   |  |   |  |  |  |
|--|---|---|---|---|---|--|---|---|---|---|---|--|---|--|--|--|
| Transfer Health Care Agency to Client Services and review issue reporting and resolution processes | I | I | A | I | I |  | R | I | I | C | C |  | C |  |  |  |
| Review long term maintenance and continuous improvement  |   |   | A |   |   |  | R |   |   | C | C |  | C |  |  |  |

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |   |
|------------------------|----------------------------------|---|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |   |

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

|   |                                |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|--------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>STAGE 5</b>  | <b>Post Go-Live Activities</b> |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|   | Tyler                          |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager              | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are   |                                | A                      | R               | C                         | C            | C                     | C                  | I                  |                   |                    | C               | C                | I                       | C                                    |                  |           | C               |

|   |  |   |   |   |   |   |  |   |  |  |  |   |   |   |   |  |  |
|---|--|---|---|---|---|---|--|---|--|--|--|---|---|---|---|--|--|
| planned for delivery after go-live                                      |  |   |   |   |   |   |  |   |  |  |  |   |   |   |   |  |  |
| Determine resolution plan in preparation for phase or project close out |  | A | R | C | C | C |  | I |  |  |  | C | C | I | C |  |  |

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |  |
|------------------------|--------------------|--|
| Outputs / Deliverables |                    | <b>Acceptance Criteria [only] for Deliverables</b> |
|                        | Updated issues log |  |

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

**6.6 Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Health Care Agency transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

**6.6.1 Phase Closeout**

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Health Care Agency for systems implemented in the Phase.

**Objectives:**

- Agreement from Tyler and the Health Care Agency teams that activities within this phase are complete.

|                |                        |                    |
|----------------|------------------------|--------------------|
| <b>STAGE 6</b> | <b>Phase Close Out</b> |                    |
|                | Tyler                  | Health Care Agency |



|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager  | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
|  | Reconcile project budget and status of contract Deliverables | I                      | A               | R                         |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                                      |                  |           |                 |
|  | Hold post phase review meeting                               |                        | A               | R                         | C            | C                     | C                  | C               |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
|  | Release phase-dependent Tyler project resources              | A                      | R               | I                         |              |                       |                    |                 |                   |                    | I               |                  |                         |                                      |                  |           |                 |
|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|  |  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |

|              |   |  |
|--------------|---|--|
| Participants | Tyler   | Health Care Agency                             |
|              | Project Leadership  | Project Manager                                |
|              | Project Manager   | Project Sponsor(s)                             |
|              | Implementation Consultants                                  | Functional Leads, Power Users, Technical Leads |
|              | Technical Consultants (Conversion, Deployment, Development) |  |
|              | Client Services   |  |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |
|        | Project artifacts |

|                        |   |  |
|------------------------|---|--|
| Outputs / Deliverables |   | <b>Acceptance Criteria [only] for Deliverables</b> |
|                        | Final action plan (for outstanding items) |  |
|                        | Reconciliation Report                     |  |
|                        | Post Phase Review                         |  |

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Health Care Agency may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Health Care Agency teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6   | Project Close Out |                        |                 |                           |              |                       |                    |                    |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|--------------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    | Health Care Agency |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services    | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Conduct post project review   |                   | A                      | R               | C                         | C            | C                     | C                  |                    |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
| Deliver post project report to Health Care Agency and Tyler leadership                  | I                 | A                      | R               |                           |              |                       |                    |                    | I                 | I                  | C               |                  |                         |                                      |                  |           |                 |
| Release Tyler project resources   | A                 | R                      | I               |                           |              |                       |                    |                    |                   |                    | I               |                  |                         |                                      |                  |           |                 |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |

|                        |                     |  |
|------------------------|---------------------|--|
| Outputs / Deliverables |                     | <b>Acceptance Criteria [only] for Deliverables</b>   |
|                        | Post Project Report | Health Care Agency acceptance; Completed report indicating all project Deliverables and milestones have been completed |

**Work package assumptions:**

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the Health Care Agency will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Health Care Agency Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Health Care Agency project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Health Care Agency is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Health Care Agency to make process changes.
- The Health Care Agency is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Health Care Agency is responsible for managing Organizational Change. Impacted Health Care Agency resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Health Care Agency resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- Health Care Agency resources will participate in scheduled activities as assigned in the Project Schedule.
- The Health Care Agency team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Health Care Agency will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Health Care Agency will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Health Care Agency makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Health Care Agency will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Health Care Agency will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

### 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Health Care Agency is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Health Care Agency representatives to identify business rules before writing the conversion. The Health Care Agency must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Health Care Agency will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Health Care Agency Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Health Care Agency is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Health Care Agency will provide dedicated space for Tyler staff to work with Health Care Agency resources for both on-site and remote sessions. If Phases overlap, Health Care Agency will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Health Care Agency will provide staff with a location to practice what they have learned without distraction.

8. Glossary

| Word or Term                                   | Definition   |
|--|--|
| <b>Acceptance</b>                              | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.  |
| <b>Accountable</b>                             | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]  |
| <b>Application</b>                             | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.   |
| <b>Application Programming Interface (API)</b> | A defined set of tools/methods to pass data to and received data from Tyler software products  |
| <b>Agreement</b>                               | This executed legal contract that defines the products and services to be implemented or performed.  |
| <b>Business Process</b>                        | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.   |
| <b>Business Requirements Document</b>          | A specification document used to describe Client requirements for contracted software modifications.   |
| <b>Change Request</b>                          | A form used as part of the Change Control process whereby changes in the statement of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.  |
| <b>Change Management</b>                       | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes  |
| <b>Code Mapping [where applicable]</b>         | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| <b>Consulted</b>                               | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]   |

|  |  |
|--|--|
| <b>Control Point</b>                   | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.  |
| <b>Data Mapping [where applicable]</b> | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.  |
| <b>Deliverable</b>                     | A verifiable document or service produced as part of the Project, as defined in the work packages.   |
| <b>Go-Live</b>                         | The point in time when the Client is using the Tyler software to conduct daily operations in Production.   |
| <b>Informed</b>                        | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]   |
| <b>Infrastructure</b>                  | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.  |
| <b>Interface</b>                       | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system. |
| <b>Integration</b>                     | A standard exchange or sharing of common data within the Tyler system or between Tyler applications  |
| <b>Legacy System</b>                   | The software from which a client is converting.  |
| <b>Modification</b>                    | Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.  |
| <b>On-site</b>                         | Indicates the work location is at one or more of the client’s physical office or work environments.  |
| <b>Organizational Change</b>           | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.   |
| <b>Output</b>                          | A product, result or service generated by a process.   |
| <b>Peripheral devices</b>              | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.   |

|                                    |   |
|------------------------------------|---|
| <b>Phase</b>                       | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| <b>Project</b>                     | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.   |
| <b>RACI</b>                        | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).                                  |
| <b>Remote</b>                      | Indicates the work location is at one or more of Tyler’s physical offices or work environments.   |
| <b>Responsible</b>                 | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]   |
| <b>Scope</b>                       | Products and services that are included in the Agreement.   |
| <b>Solution</b>                    | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.  |
| <b>Stage</b>                       | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.   |
| <b>Standard</b>                    | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.  |
| <b>Statement of Work (SOW)</b>     | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.  |
| <b>System</b>                      | The collective group of software and hardware that is used by the organization to conduct business.   |
| <b>Test Scripts</b>                | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.   |
| <b>Training Plan</b>               | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.   |
| <b>Validation (or to validate)</b> | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.  |

|                                       |   |
|---------------------------------------|---|
| <b>Work Breakdown Structure (WBS)</b> | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |
| <b>Work Package</b>                   | A group of related tasks within a project.  |



## Part 4: Appendices

### 9. Conversion

#### 9.1 Records Conversion Specification

The proposed conversion includes converting data from a single database dump file into the Records Management application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Records Management. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

##### 9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (\*.dmp), accompanied by database definitions/mapping.
  - Microsoft SQL Server ®
  - Oracle ®
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
  - Pipe delimited
  - Tab delimited
  - All data for a specific record in the text file should be in a single line (i.e., No line feeds)

##### 9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in \*.001 - \*.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as \*.tif. In both cases the \* represents the document number.

- Images must be oriented correctly (right side) up
- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Records Management. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

### 9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

#### Option 1 –

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Records Management. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

#### Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.\_

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.

**9.1.4 Annotations**

**9.1.4.1 Annotation Conversion – Text and Image Stamps**

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Records Management database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

**LAND RECORDS**

|                               |                       |
|-------------------------------|-----------------------|
| Document Number               | Lien Address          |
| Book/Page/Volume or Book/Page | Transfer Tax State    |
| Recording Date                | Transfer Tax County   |
| Total Fees                    | Number of Pages       |
| Recording Fee                 | Flattened Stamp Date  |
| Transfer Tax                  | Flattened Stamp Pages |
| Tax Rate Area                 | Verification Date     |
| PCOR Pages                    | Verification User     |
| Document Date                 | Modify By             |
| Return Address                | Modify Date           |
| Requested By                  | Legal                 |
| Grantor                       | Situs                 |
| Grantee                       | Legal Remarks         |
| Parcel Number                 | Submitter             |
| Related Data                  | Location              |
| Grantor Address               | Housing State         |

|                        |                                       |
|------------------------|---------------------------------------|
| Grantee Address        | Housing Multi State                   |
| Treasurer Receipt      | Housing Multi County                  |
| Affidavit              | Housing County                        |
| Excise Number          | Index Error Notes                     |
| Received Date          | Notes                                 |
| Exempt Both            | Notes Internal                        |
| Exempt State           | Legal Survey                          |
| Failed Reason          | Company ID                            |
| Submit Date            | Order Number                          |
| Tracking Number        | Vendor ID                             |
| Vendor                 | Consideration/Loan Amount/Sales Price |
| Scan Date              | Mortgage Tax                          |
| Scan Modification Date | Compliance Date                       |
| Scan Page County       | Documentary Fee                       |
| Lien Name              | Previous Date                         |

**BIRTH CERTIFICATES**

|                               |                   |
|-------------------------------|-------------------|
| Document Number               | Name              |
| Recording Date                | Parent1 Name      |
| Book/Volume/Page or Book/Page | Parent2 Name      |
| Gender                        | Death Date        |
| Deceased                      | Amendment Date    |
| Amendment                     | Amendment Comment |
| Notes                         | Place of Birth    |
| Notes Internal                | Related Data      |
| Birth Date                    | Do Not Issue      |
| Number of Pages               |                   |

**DEATH CERTIFICATES**

|                               |                   |
|-------------------------------|-------------------|
| Document Number               | Parent1 Name      |
| Recording Date                | Parent2 Name      |
| Book/Volume/Page or Book/Page | Amendment Date    |
| Name of Deceased              | Amendment Comment |
| Gender                        | Place of Death    |
| Amendment                     | Location          |
| Notes                         | Return To         |
| Internal Notes                | Return Address    |
| Related Data                  | Cause of Death    |
| Number of Pages               | Race              |
| Date of Death                 | Funeral Home      |
| Date of Birth                 |                   |

**MILITARY DISCHARGE**

|                               |                           |
|-------------------------------|---------------------------|
| Document Number               | Return Address            |
| Recording Date                | Requested By              |
| Book/Volume/Page or Book/Page | Grantor (Veteran)         |
| Document Date                 | Grantee (Military Branch) |
| Return To                     | Discharge Date            |

**CONCEALED WEAPON**

|                               |                 |
|-------------------------------|-----------------|
| Document Number               | Weight          |
| Recording Date                | Height          |
| Book/Volume/Page or Book/Page | Eye Color       |
| Issue Number                  | Hair Color      |
| Fingerprint Date              | Place of Birth  |
| Issue Date                    | Country         |
| Application Date              | SSN             |
| PASP Status                   | Address         |
| Name                          | Mailing Address |
| Alias                         | County          |
| Date of Birth                 | Phone Number    |
| Gender                        | Email           |
| Race                          |                 |

**NOTARY**

|                               |                 |
|-------------------------------|-----------------|
| Document Number               | Phone Number    |
| Recording Date                | Status          |
| Book/Volume/Page or Book/Page | Expiration Date |
| Document Date                 | ID Type         |
| Name                          | ID Number       |
| Bond Number/Commission Number | Signature       |
| Bond Date/Commission Date     | Business Name   |
| Document Date                 |                 |

**MARRIAGE CERTIFICATE**

|                               |                            |
|-------------------------------|----------------------------|
| Document Number               | Marriage City              |
| Book/Volume/Page or Book/Page | Return Date                |
| Recording Date                | Phone Number               |
| Application Date              | Notes                      |
| Marriage Date                 | Notes Internal             |
| Marriage County               | Related Data               |
| Married By/Officiant          | Party 1 Last Name at Birth |
| Married By/Officiant Address  | Party 2 Last Name at Birth |
| Party 1 Name                  | Number of Pages            |
| Party 1 Date of Birth         | Party 1 Designation        |

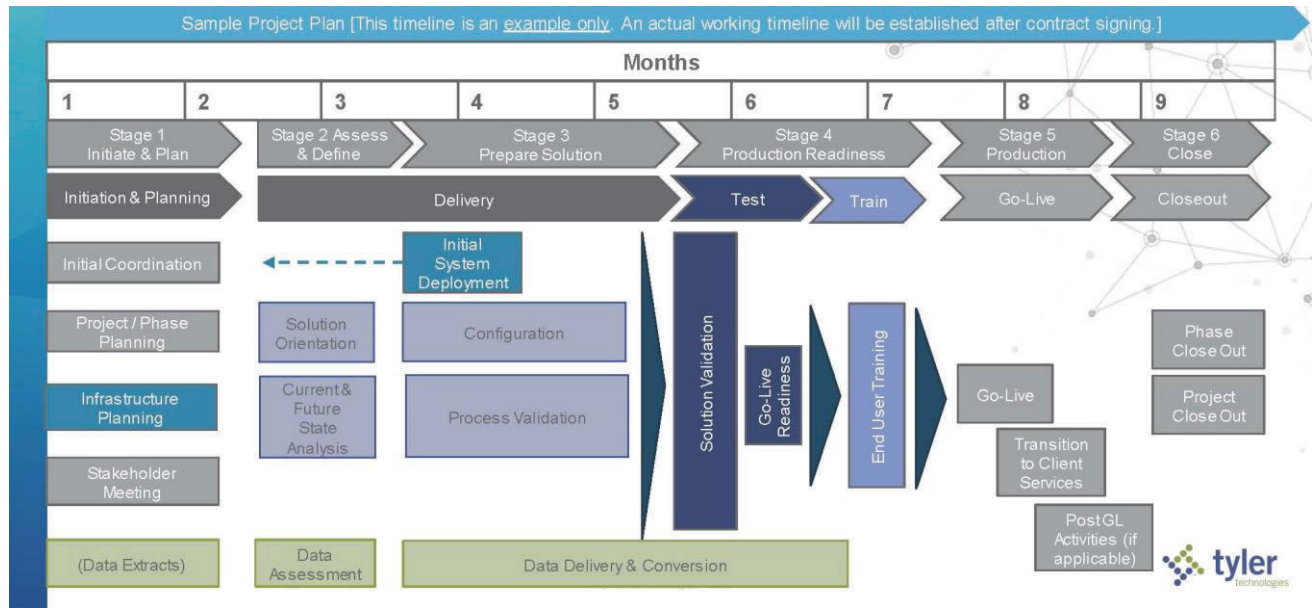
|                                 |                      |
|---------------------------------|----------------------|
| Party 1 Gender                  | Party 2 Designation  |
| Party 1 Age                     | Waiver               |
| Party 1 New Last Name           | Return Address       |
| Party 1 Number of this marriage | Party 1 Phone Number |
| Party 1 Previous Marriage       | Party 2 Phone Number |
| Party 1 Marriage End Date       | Party 1 Email        |
| Party 2 Name                    | Party 2 Email        |
| Party 2 Date of Birth           | Party 1 Address      |
| Party 2 Gender                  | Party 2 Address      |
| Party 2 Age                     | Party 1 ID Type      |
| Party 2 New Last Name           | Party 2 ID Type      |
| Party 2 Number of this marriage | Party 1 ID Number    |
| Party 2 Previous Marriage       | Party 2 ID Number    |
| Party 2 Marriage End Date       | Expiration Date      |
| Marriage State                  |                      |

**FICTITIOUS BUSINESS NAMES/ASSUMED NAMES**

|                               |                             |
|-------------------------------|-----------------------------|
| Document Number               | Withdrawal Date             |
| Recording Date                | Withdrawal Publication Date |
| Book/Volume/Page or Book/Page | Registrant Status           |
| Total Fees                    | Type                        |
| Filing Type                   | Business Transacted         |
| FBN Publication               | Business Transacted Date    |
| Publication Date              | Source                      |
| Expiration date               | ID Check                    |
| Related Data                  | Executed By                 |
| Business Name                 | LLC Title                   |
| Registrant Name               | Signature                   |
| Grantee Address               | Notes                       |
| Registrant Type               | Notes Internal              |
| State of Incorporation        | Number of Pages             |
| Registrant Phone Number       |                             |

## 10. Project Timeline

### 10.1 Sample Enterprise Records Management Timeline



**Attachment B - Cost Summary/Pricing**

**Tyler Software**

| Description                | # of Years | Annual Fee      |
|----------------------------|------------|-----------------|
| <b>Records Management</b>  |            |                 |
| Software                   |            |                 |
| Clerk Base                 |            |                 |
| Full Seat License (19)     |            |                 |
| Records Public Access      |            |                 |
| API Document Web Service   |            |                 |
| <b>Records Management</b>  |            |                 |
| Annual Fees                |            |                 |
| Test/Training Site – basic |            |                 |
| Source Code Escrow         |            |                 |
| <b>TOTAL</b>               | <b>3</b>   | <b>\$82,660</b> |

**Transaction Fees**

| Description   | Transaction Fees |
|---------------|------------------|
| Vitals Access | \$4              |
| Filing Access | \$4              |

**Professional Services**

| Description                   | Extended Price   | Maintenance |
|-------------------------------|------------------|-------------|
| 2024-450652-N9S9L2            |                  |             |
| <b>Records Management</b>     |                  |             |
| NTE Services                  |                  |             |
| Project Management            |                  |             |
| Business Process Review       |                  |             |
| Initial Software Installation |                  |             |
| Conversion                    |                  |             |
| Implementation                |                  |             |
| Training                      |                  |             |
| Go Live                       |                  |             |
| Records Public Access Package |                  |             |
| Tyler Payments Services       |                  |             |
| NTE Services - Service        |                  |             |
| API Document Web Services     |                  |             |
| <b>Eagle</b>                  |                  |             |
| Vitals Access Service         |                  |             |
| <i>Total Hours</i>            | <i>702</i>       |             |
| <b>TOTAL</b>                  | <b>\$150,000</b> | <b>\$0</b>  |

**Third-Party Hardware, Software and Services**

| Description  | Quantity | Total Price | Total Maint. |
|--|----------|-------------|--------------|
| <b>Tyler Third Party</b>                             |          |             |              |
| Topaz Signature Pad T-L462 - USB w/ Serial Emulation |          |             |              |
| TLBK462-BSB Hosted Court Sites                       | 4        | \$2,100     | \$0          |



**Tyler One**

|  |   |                |              |
|--|---|----------------|--------------|
| Payments Annual PCI Fee                    | 4 | \$0            | \$720        |
| <b>Records Management</b>                  |   |                |              |
| Payment lane 7000 Annual Terminal Purchase | 4 | \$1,676        | \$0          |
| <b>TOTAL</b>                               |   | <b>\$3,776</b> | <b>\$720</b> |

|                             | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Year 4*</b> | <b>Year 5*</b> |
|-----------------------------|---------------|---------------|---------------|----------------|----------------|
| Total Recurring Annual Fees | \$83,380.00   | \$83,380.00   | \$83,380.00   | \$83,380.00    | \$83,380.00    |

\*Optional

| <b>Summary</b>                                 | <b>One Time Fees</b> | <b>Recurring Fees</b> |
|--|----------------------|-----------------------|
| Total Tyler Software                           | \$0                  | \$0                   |
| Total Annual                                   | \$0                  | \$82,660              |
| Total Tyler Services                           | \$150,000            | \$0                   |
| Total Third-Party Hardware, Software, Services | \$3,776              | \$720                 |
| <b>Summary Total</b>                           | <b>\$153,776</b>     | <b>\$83,380</b>       |
| <b>Contract Total</b>                          | <b>\$403,916</b>     |                       |

**Comments**

Payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this Contract was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually hereafter in accord with the Agreement.

**Attachment C – County of Orange Health Care Agency – OCHCA Security Requirements and Guidelines for Application Vendors and Application Service Providers**

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County of Orange

Health Care Agency

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**Security  
Requirements and  
Guidelines for  
Application Vendors  
and Application  
Service Providers**

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04/2023

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### 1 Overview

#### Security Requirements and Guidelines for Application Vendors and Application Service Providers

This document provides a high-level overview of application security related guidelines and requirements set forth by the Orange County Health Care Agency (OCHCA), and applies to both software vendors for County-implemented applications and application service providers who provide hosted services.

These requirements and guidelines are consistent with regulatory privacy and security requirements and guidelines as well as supportive of OCHCA’s position and practices on risk management in terms of appropriately safeguarding OCHCA’s information assets.

The sections below are comprehensive and may apply in whole or in part based on specific implementation and statement of work. The expectation is that vendors will comply with relevant sections, as necessary.

This information will be reviewed, validated and documented by OCHCA Security prior to any contract being finalized.

Vendors are required to comply with all existing legal and regulatory requirements as they relate to OCHCA's systems and data. Example of regulations, rules and laws include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Senate Bill 1386, Payment Card Industry (PCI) Data Security Standards, and SarbanesOxley (SOX). Vendors must also commit to ensuring compliance with all future local, state and federal laws and regulations related to privacy and security as they pertain to the application or service.

## 2 General Security Requirements

1. Vendor will undergo SOC 2 Type 2 audit, or equivalent, throughout the term of the Contract to demonstrate compliance with relevant standards.
2. The application must run on an operating system that is consistently and currently supported by the operating systems vendor. Applications under maintenance are expected to always be current in regards to the current version of the relevant operating system.
3. For applications hosted by OCHCA, OCHCA will routinely apply patches to both the operating system and subsystems as updated releases are available from the operating system vendor and or any third party vendors. The vendors must keep their software current and compatible with such updated releases in order for the application to operate in this environment.
4. Vendors must provide timely updates to address any applicable security vulnerabilities found in the application.
5. OCHCA utilizes a variety of proactive, generally available, monitoring tools to assess and manage the health and performance of the application server, network connectivity, power etc. The application must function appropriately while the monitoring tools are actively running.
6. All application services must run as a true service and not require a user to be logged into the application for these services to continue to be active. OCHCA will provide an account with the appropriate security level to logon as a service, and an account with the appropriate administrative rights to administer the application. The account password must periodically expire, as per OCHCA policies and procedures.

7. In order for the application to run on OCHCA server and network resources, the application must not require the end users to have administrative rights on the server or subsystems.

### 3 Encryption

Application/system must use encryption to protect sensitive data at rest wherever technically possible (e.g. SQL TDE Encryption).

1. All data transmissions must be encrypted using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level. This requirement pertains to any regulated data in motion such as website access and file transfers.
2. All electronic files, where applicable, that contain OCHCA data must be encrypted when stored on any removable media or portable device (USB drives, CD/DVD, mobile phones, backup tapes). The encryption must be a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

### 4 Network Application Documentation

- Vendors must provide documentation related to the configuration of the application including methods of secure implementation and port requirements.

### 5 Access Management

Application/system must control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.

1. Application/system must support measures to define, attach, modify and remove access rights for all classes of users.
2. Application/system must support measures to enable and restrict access to the whole and/or sections of the technology solution in accordance with prevailing consent and access rules.
3. Application must have the ability to create unique user accounts.
4. Application hosted by OCHCA must integrate with directory services for single sign-on functionality.
5. Application must support session timeouts or automatic logoff after 20 minutes of inactivity.

6. The application must provide functionality to automatically disable or lock accounts after 60 days of inactivity.
7. All web applications accessible over the internet must have multi-factor authentication.

## 6 Password Management

1. Application must support password management measures including but not limited to password expiration, account lockout and complex passwords.
2. Passwords expiration must be set to 90 days and the system must prevent the use of the previous 12 passwords.
3. Accounts must be locked after five unsuccessful login attempts.
4. The password must be at least 8-12 characters in length and a combination of letters, numbers, and special characters. Passwords shall satisfy the following complexity rule:
  - ◆ Passwords will contain a minimum of one upper case letter
  - ◆ Passwords will contain a minimum of one lower case letter
  - ◆ Passwords will contain a minimum of one number: 1-0
  - ◆ Passwords will contain a minimum of one symbol: !,@,#,\$,%^,&\*,(,)
  - ◆ Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
  - ◆ Passwords characters will not be repeated in a row (Do not use: P@\$\$\$. This is ok: P@\$\$)
  - COMPLEX PASSWORD EXAMPLE: P@\$\$W0rd13

## 7 Audit Capabilities

Auditing and logging capabilities will permit HCA to identify, and possibly reverse, unauthorized or unintended changes to application.

1. Application must support the identification of the nature of each access and/or modification through the use of logging.

2. Application must employ audit capabilities to sufficiently track details that can establish accountability for each step or task taken in a clinical or operational process.
3. All audit logs must be protected from human alteration.
4. Access to logs must be limited to authorized users.
5. The application must employ basic query tools and reports to easily search logs.
6. OCHCA record retention policies must be followed. [Currently OCHCA requires that this period be at least six years from the time the record was initiated.](#)
7. Logging and auditing functionality must include the following:
  - ◆ Record of who did what to which object, when and on which system.
  - ◆ Successful/unsuccessful log-in and log-out of users.
  - ◆ Add, modify and delete actions on data/files/objects.
  - ◆ Read/view actions on data classified as restricted/confidential.
  - ◆ Changes to user accounts or privileges (creation, modification, deletion
  - ◆ Switching to another users access or privileges after logging in (if applicable).

## 8 Protection from Malicious Code

For cloud hosted solutions, vendors must utilize antivirus/antispyware software on servers and monitor to prevent malicious code which may lead to a compromise of OCHCA's data.

1. For local hosted solutions, vendors must ensure that the application appropriately supports the use of antivirus/antispyware software.

## 9 HCA Data Usage

During the course of any implementation and subsequent support and life cycle management, any OCHCA data that the vendors have access to in any manner shall be considered confidential unless otherwise designated in writing.

1. Vendors must not use or disclose OCHCA's data other than as permitted or as required by contract or law.
2. The vendors must agree to use appropriate safeguards to prevent the unauthorized use or disclosure of OCHCA's data during any time that the data is stored or transported in any manner by vendors.
3. After the end of any appropriate use of OCHCA's data within the vendors' possession, such data must be returned to OCHCA or securely destroyed unless otherwise permitted by contract or law

## 10 Staff Verification

For any employee a vendor contemplates using to provide services for the County, the vendor shall use its standard employment criteria as used for similar services provided to other customers in evaluating the suitability of that employee for such roles.

At a minimum, subject to the requirements of applicable law, such criteria must include the information as outlined below for each employee:

- **Relevant Skills, Licenses, Certifications, Registrations.** Each service employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certifications commensurate with their position. The County may, at any time and at its sole discretion, request that the vendor demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the vendor's employee. When required under applicable law, vendor shall provide evidence that a vendor employee has undergone a chemical/drug screening, with negative results, prior to granting access to the County facilities.

At a minimum, subject to the requirements of applicable law, the vendor must:

1. Ensure that all vendor service employees performing applicable services or supporting the vendor's duties and obligations under a County agreement have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business.
2. If either the vendor or the County becomes aware that any vendor employee has been included on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business, then the vendor



shall promptly remove the employee from providing services to the County and prohibit that employee from entering any facilities at which services are provided.

## 11 Cloud Solutions

Application Service Providers hosting OCHCA data must meet the following additional requirements and are required to comply with and provide deliverables noted below:

1. **SSO.** All cloud hosted applications will integrate with County Azure Active Directory for single sign-on and the provisioning and deprovisioning of accounts.
2. **MFA.** All cloud hosted applications that are accessible over the Internet must support Multi Factor Authentication.

## 12 Business Continuity / Disaster Recovery Plans

Application Service Providers must have a viable risk management strategy that is formally documented in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). This BCP/DRP plan(s) must identify recovery strategies within the application service areas, outline specific recovery methods and goals, and provide the mutually agreed upon recovery time and point objectives.

## 13 IT Physical Security and Access Control

The vendor must establish processes and procedures for physical access to and control of their own facilities that are, at a minimum, consistent with relevant industry-specific best practices.

Vendor employees are expected to:

- Comply with facility access procedures, using procedures such as sign-in/sign-out requirements and use of assigned ID badges.
- Scan ID badges, where applicable, at any secure door and/or entrance and exit gates, including any door or gate that may already be open.
- Refrain from using recordable media in conjunction with County-owned equipment.
- Comply with check-in/check-out requirements for materials and/or equipment.
- Adhere to the facility's established emergency, safety and evacuation procedures.

- Report any unsafe conditions to the facility's safety representative.
- Report any access violations or security threats to the facility's local security administrator.

## 14 IT Security Compliance and Training

The vendor must ensure that all vendor employees comply with security policies and procedures and take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of the County's data by vendor employees.

The vendor must ensure that all vendor employees are trained on security measures and practices. The vendor will be responsible for any costs related to such training.

At a minimum, the vendor is expected to:

- Ensure that a formal disciplinary process is defined and followed for vendor employees who violate established security policies and procedures.
- Proactively manage and administer access rights to any equipment, software and systems used to provide services to the County.
- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of vendor employees' access to systems used to provide services to the County.

The vendor shall monitor facilities, systems and equipment to protect against unauthorized access.

At a minimum, the vendor is expected to:

- Monitor access to systems; investigate apparent security violations.
- Maintain data access control and auditing software and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.
- Initiate immediate corrective actions to minimize and prevent the reoccurrence of confirmed security violations.
- Document details related to confirmed security breach. and provide documentation to the County.

- Provide necessary documentation and evidence to the County in connection with any legal action or investigation, unless prohibited by applicable law.

## 15 Security Testing Recommendations

The vendor should perform a series of steps to verify the security of applications, some of which are noted below. This section will not be validated by the County, but reflects best practices that the vendor should consider and follow.

1. Look for vulnerabilities at various layers of the target environment. In the lowest layer, the vendor's testing team should look for flaws in the target network environment, including any routers and firewalls designed to control access to the web server and related target components. The team should attempt to determine whether such filters provide adequate protection at the network layer of the target hosts that the team can reach across the Internet.
2. Look for flaws in the Internet-accessible hosts associated with the target infrastructure, including the web server. This host-based component of the test will analyze which network-accessible services are available on the target hosts across the Internet, including the web server process. The testing team should look for incorrect configuration, unpatched or enabled services, and other related problems on the target hosts.

This review performed by the vendor should include but not be limited to:

- The web application (i.e., the software that interacts with users at their web browsers; typically custom crafted code created by the web development team)
- The web server application (the underlying software that sends and receives information via HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-source Apache software)
  - § Any separate backend application servers that process information from the web application
  - § The backend database systems that house information associated with the web application.
- Infrastructure diagrams.
- Configuration host review of settings and patch versions, etc.
- Full code review.

- Identification and remediation of well-known web server, code engine, and database vulnerabilities.
- Identification and remediation of any server and application administration flaws and an exploitation attempt of same.
- Analysis of user interface, normal application behavior, and overall application architecture for potential security vulnerabilities.
- Analysis of data communications between the application and databases or other backend systems.
- Manual analyses of all input facilities for unexpected behavior such as SQL injection, arbitrary command execution, and unauthorized data access.
- Analyses of user and group account authentication and authorization controls to determine if they can be bypassed.
- Identification of information leakage across application boundaries, including the capability to enumerate other users' data and "show code" weaknesses that reveal internal application logic.
- Identification of areas where error handling is insufficient or reveals too much sensitive information.
- Identification of opportunities to write to the host file system or execute uploaded files.
- Identification of product sample files, application debugging information, developer accounts or other legacy functionality that allows inappropriate access.
- Determination as to whether or not fraudulent transactions or access can be performed.
- Attempts to view unauthorized data, especially data that should be confidential.
- Examination of client-side cached files, temporary files, and other information that can yield sensitive information or be altered and re-submitted.
- Analysis of encoded and encrypted tokens, such as cookies, for weakness or the ability to be reverse engineered.

## 16 Vendor Deliverables

The following items are to be provided by the vendor:

- OCHCA Security Requirements and Guidelines for Application Vendors and Application Service Providers - Questionnaire
- SOC 2 Type 2 report
- Network Diagram that demonstrates vendor network and application segmentation including the security controls in place to protect HCA data

## Attachment D – Software as a Service Addendum

### SOFTWARE AS A SERVICE ADDENDUM

This Addendum is an attachment to Contract No. MA-25010023 for Vital Records Management System between Tyler Technologies, Inc. and Orange County Health Care Agency.

### SECTION A – [Definitions Intentionally Omitted]

### SECTION B – SAAS SERVICES

1. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
2. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
3. SaaS Services.
  1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
  2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers. The location of the data center shall be in the United States.
  3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to

employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

4. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
5. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
6. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
7. We provide secure Data transmission paths between each of your workstations and our servers.
8. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
9. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in Attachment B – Cost Summary/Pricing and described in Attachment A, Statement

of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in Attachment B – Cost Summary/Pricing. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in Attachment B – Cost Summary/Pricing are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in Attachment B – Cost Summary/Pricing will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. Attachment B – Cost Summary/Pricing contains, and Attachment A Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. Such prices and additional work shall not become a part of this Contract unless the parties sign an amendment to the Contract.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
6. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler



Software (subject to any applicable release life cycle policy);

8.2 provide support during our established support hours;

8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control, unless the Parties agree to a different allocation of expenses. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services not included in the SaaS Fees such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in Attachment B – Cost Summary/Pricing. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in Attachment B – Cost Summary/Pricing and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in Attachment B – Cost Summary/Pricing per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION [Reserved.]**

## **SECTION G – LIMITATION OF LIABILITY AND INSURANCE**

1. **DISCLAIMER**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
2. **LIMITATION OF LIABILITY**. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING

NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION 2 OF THE ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT, TWO (2) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAID IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION Z(a) AND (b) OF THIS CONTRACT.

- 3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## SECTION H – GENERAL TERMS AND CONDITIONS

- Optional Items. Pricing for any listed optional products and services in Attachment B – Cost Summary/Pricing will be valid for twelve (12) months from the Effective Date.
- Reserved.
- Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- Reserved.
- Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's

Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

**Exhibit B**

**Invoicing and Payment Policy**

We will provide you with the software and services set forth in Attachment B – Cost Summary/Pricing of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

| <b>Milestone Payment Schedule (Control Points and Stages as Defined in Attachment A – Statement of Work)</b> |                              |                          |                       |                            |
|--|------------------------------|--------------------------|-----------------------|----------------------------|
| <b>Milestone</b>   | <b>Milestone Deliverable</b> | <b>Description</b>       | <b>Invoice Amount</b> | <b>Invoice Date</b>        |
| Client Acceptance of Stage 2/Control Point 2   | Stage 2/Control Point        | Assess & Define          | 25%                   | At completion of milestone |
| Client Acceptance of Stage 3/Control Point 3   | Stage 3/Control Point 3      | Build & Validate         | 25%                   | At completion of milestone |
| Client Acceptance of Stage 4/Control Point 4   | Stage 4/Control Point 4      | Final Testing & Training | 25%                   | At completion of milestone |
| Client Acceptance of Stage 5/Control Point 5   | Stage 5/Control Point 5      | Production Cutover       | 25%                   | At completion of milestone |

**Invoicing:** We will invoice you for the applicable software and services in Attachment B – Cost Summary/Pricing as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of this Agreement. Your annual SaaS fees for the initial term are set forth in Attachment B – Cost Summary/Pricing.
2. **Other Tyler Software and Services.**
  - 2.1 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in Attachment B – Cost Summary/Pricing.
  - 2.2 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of

## Exhibit B

- the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in Attachment B – Cost Summary/Pricing. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in Attachment B – Cost Summary/Pricing. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in Attachment B – Cost Summary/Pricing.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in Attachment B – Cost Summary/Pricing.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in Attachment B – Cost Summary/Pricing. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Attachment B – Cost Summary/Pricing and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in Attachment B – Cost Summary/Pricing do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with Attachment B – Cost Summary/Pricing. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice

Exhibit B

date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).

**Exhibit C**  
**SERVICE LEVEL AGREEMENT**

**I. Agreement Overview**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

**III. Service Availability**

a. **Your Responsibilities**

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. **Our Responsibilities**

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.



Exhibit C

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| Client Relief Schedule |  |
|------------------------|--|
| Actual Attainment      | Client Relief                              |
| 99.99% - 99.70%        | Remedial action will be taken              |
| 99.69% - 98.50%        | 2% of SaaS Fees paid for applicable month  |
| 98.49% - 97.50%        | 4% of SaaS Fees paid for applicable month  |
| 97.49% - 96.50%        | 6% of SaaS Fees paid for applicable month  |
| 96.49% - 95.50%        | 8% of SaaS Fees paid for applicable month  |
| Below 95.50%           | 10% of SaaS Fees paid for applicable month |

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

|                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Incident Handling**

*Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident   | Resolution Targets*   |
|----------------|---|---|
| 1<br>Critical  | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level    | Characteristics of Support Incident  | Resolution Targets*  |
|-------------------|--|--|
| 2<br>High         | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.                                 | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within three (3) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.   |
| 3<br>Medium       | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents within five (5) business days, without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.                                      | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents within ten (10) business days, as well as cosmetic issues, with a future version release.   |

*\*Response and Resolution Targets may differ by product or business need*

*Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

*Remote Support Tool*

Exhibit C  
Schedule 1

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**Exhibit D**  
**Third Party Terms**

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services requires inclusion of a Cornerstone Statement of Work.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court