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Subject Master Agreement for Contexte Implementation	Category Contract		Target Circuit/District	

MASTER AGREEMENT FOR CONTEXTE IMPLEMENTATION SERVICES COUNTY NAME COUNTY, ARKANSAS

This Master Agreement for Contexte Implementation Services (hereinafter the "Agreement") is entered into between the Arkansas Supreme Court, Administrative Office of the Courts (hereinafter "AOC"), and _____ County (Arkansas), with offices located at _____ (hereinafter "Court"), referred to individually as Party and collectively as Parties. This Agreement will become effective on the date when executed by an authorized representative of both parties (the "Effective Date").

SECTION 1 - BACKGROUND AND OBJECTIVES

This Agreement is entered into in connection with Court's decision to engage AOC to provide implementation and support services for the ACS Contexte case management system. This Agreement and the Exhibits thereto set forth all terms and conditions governing the relationship between AOC and Court with respect to the implementation of the case management system.

SECTION 2 - TERM

The term of this Agreement (the "Term") will begin _____ and will end _____, unless earlier terminated or renewed in accordance with the provisions of this Agreement. Court must sign and return agreement prior to _____.

SECTION 3 - SERVICES

AOC shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as outlined in Exhibit B – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Court in accordance with Section 4 hereof.

SECTION 4 – SUPPLEMENTAL SERVICES

While AOC is committed to providing all Services outlined in the Statement of Work, it is, however, in the best interests of all parties to create a structure to address any unforeseen, but necessary, scope increases. Any effort, which does not fall within the Statement of Work outlined in Exhibit B, will be subject to the change order process. AOC will be responsible for assisting Court in defining, documenting and quantifying the change order. A detailed change

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order proposal will be prepared by AOC and submitted to Court for its review and approval. Court will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement (“SSA”) annexed to this Agreement. AOC will not be required to perform activities deemed out of scope without a fully executed SSA signed by both parties.

SECTION 5 – CHARGES

The AOC will provide the services included in the Statement of Work at no charge. These services include business analysis, network analysis, technical analysis, project management, system configuration, training, support and a conversion of the AOCs legacy CMS circuit court data into Contexte for the Court’s use. Supplemental services for the implementation may be acquired by the Court. The Supplemental Services can be performed on a Time and Material (T&M) or fixed fee basis as specified in Exhibit A.

SECTION 6 – TERMINATION

SECTION 6.1 TERMINATION FOR CAUSE

Court will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by AOC that is not cured by AOC within thirty (30) days of the date on which AOC receives Court’s written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided AOC has provided a plan acceptable to Court for such cure. Court will exercise its termination option by delivering to AOC written notice of such termination identifying the scope of the termination and the termination date.

AOC will have the option, but not the obligation, to terminate this Agreement if Court fails to pay when due undisputed amounts owed to AOC, and Court fails to cure such failure within sixty (60) days after receipt from AOC of written notice from AOC.

SECTION 6.2 EFFECT OF TERMINATION

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations. The Court will be required to reimburse the AOC for costs incurred and services delivered prior to termination.

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SECTION 7 – MISCELLANEOUS

SECTION 7.1 COURT PROVIDED RESOURCES AND TECHNICAL WORKING ENVIRONMENT

Court shall provide AOC resources with reasonable access to Court facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

Court agrees to create a project team and to appoint a local project manager with sufficient decision-making authority to timely respond to requests for information or data so as to avoid project delay.

SECTION 7.2 BINDING NATURE AND ASSIGNMENT

Neither party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other party. No assignment by a party will relieve such party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

7.3 EXPENSES

In this Agreement, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement, and the completion of the transactions contemplated by this Agreement will be paid by the party incurring such expenses.

SECTION 7.4 AMENDMENT AND WAIVER

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

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SECTION 7.5 FURTHER ASSURANCES; CONSENTS AND APPROVALS

Each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Each party will commit sufficient human resources and workspace as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such party will act reasonably in good faith and (unless the Agreement expressly allows exercise of a party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

SECTION 7.6 SEVERABILITY

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 7.7 ENTIRE AGREEMENT

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

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SECTION 7.8 NOTICES

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to time specify by notice delivered in the foregoing manner):

<p>If to Court, to:</p> <p>Full Name Circuit Clerk of XXXX County Street Address City, AR Zip Code Phone: 000-000-0000 Email:</p> <p>Full Name County Clerk of XXXX County Street Address City, AR Zip Code Phone: 000-000-0000 Email:</p> <p>Full Name Circuit/County Clerk of XXXX County Street Address City, AR Zip Code Phone: 000-000-0000 Email:</p> <p>Hon. Full Name Administrative Judge Xth Division Circuit Court Street Address City, AR Zip Code Phone: 000-000-0000 Email:</p>	<p>If to AOC, to:</p> <p>Alex Rogers, PMP Contexte Program Manager 900 West Capitol, Ste 303 Little Rock, AR 72201 (501) 682-9400 alex.rogers@arkansas.gov</p>
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SECTION 7.9 SURVIVAL

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

SECTION 7.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Administrative Office of the Courts

County Name County (Arkansas)

By: _____

By: _____

Name: Alex Rogers

Name: Clerk Name

Title: Program Manager

Title: Circuit Clerk of XXXX County

Date: _____

Date: _____

County Name County (Arkansas)

County Name County (Arkansas)

By: _____

By: _____

Name: Clerk Name

Name: Clerk Name

Title: County Clerk of XXXX County

Title: XXXX Circuit/County Clerk

Date: _____

Date: _____

County Name County (Arkansas)

By: _____

Name: Hon. Judge Name

Title: Xth Division Circuit Court Judge

Date: _____

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EXHIBIT A - APPLICABLE CHARGES

FIXED PRICE SERVICES FEE

AOC will provide the fixed services as described in Exhibit B - Statement of Work at **No Charge**, inclusive of travel and living expenses (the "Fixed Price Fee"). Any changes from the Change Control process are not included in this Fixed Price Services Fee or milestone payment schedule. Client agrees to pay AOC the Fixed Price Fee based on milestone deliverables as defined hereafter. Travel, Living and other reimbursable expenses are included. The Court may wish to purchase supplemental services in addition to those provided by the AOC under the project scope of work listed in Exhibit B. Supplemental services may be acquired from the AOC at the rates listed in the Supplemental Services section below.

Fixed Price Services	Milestone Value - Charge
AOC Technical Services	\$8,800 (included)
AOC Consulting Services	\$3,200 (included)
AOC Contexte Training Services	\$17,600 (included)
System Certification & Acceptance	No Charge (included)
AOC Support Services	\$9,600 (included)
AOC Administrative Services	\$10,000 (included)
AOC CMS Data Conversion Services	\$4,800 (included)
Total (Fixed Price Services Fee)	\$54,000 No Charge
Supplemental Services	
Project Management	\$1,600 per week
Functional Specialist	\$1,600 per week
Technical Analyst	\$1,600 per week
Senior Technical Consultant	\$2,400 per week
Data Conversion of Image Links	\$25,000
Hybrid Data Conversion (Circuit Courts)	\$35,000
Legacy Data Conversion (District Courts)	\$35,000
Accounting Balance Forward Conversion	\$15,000

If the scope of functionality requested by the Court or the descriptions of the Services change, the costs for the Services may change.

PAYMENT TERMS

AOC will provide invoices for supplemental services for professional fees and travel expenses exceeding the included services when services are completed. All invoices are due and payable within 30 days from the date of invoice.

If COURT cancels or reschedules Services that AOC is to render on dates certain as set forth in the Scope of Services, then COURT will be subject to and agrees to pay AOC, in addition to any other remedies available to AOC, the full amount of the Services, per cancelled or rescheduled AOC consultant for the duration of the cancelled time period (the "Cancellation Charge") and costs associated with the cancellation and reschedule of the trip (i.e. reschedule costs or cancellation fees).

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COURT shall be responsible for the payment of any and all applicable taxes, fees or assessments imposed by a government entity with respect to the services provided or the payments made hereafter.

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EXHIBIT B – STATEMENT OF WORK

OVERVIEW

The Contexte application is a centralized case management system provided by the Arkansas Supreme Court to Circuit and District Courts statewide. The database for the Contexte application is housed at the Justice Building in Little Rock, Arkansas. Access to the application is granted via the internet through Microsoft Internet Explorer. The application consists of several environments to which users have access. The production environment (“PROD”) is a live database that the Courts use for real-time case management and reporting. The AOC also offers a test environment for users to train and practice prior to their go-live implementation. There is also a non-prod environment (“COURTS”) available for users after go-live for practice and training.

SCOPE OF SERVICES

The following services are included for the Court’s Contexte implementation and will be provided at no cost to the Court.

AOC TECHNICAL SERVICES

TECHNICAL ANALYSIS

The AOC Network Administrator will meet with the Court IT staff to determine if network infrastructure meets the Contexte application minimum requirements. The objective of the analysis is to consider the number of network users, the number of Contexte users, the network infrastructure, and the type and quality of Internet connection in order to determine the court’s technology readiness to utilize the Contexte Case Management System.

The AOC Technical Analyst will meet with the Court IT staff to determine if the PC hardware, software and printers meet the Contexte application minimum requirements. An AOC Technical Analyst will work with the Court-designated representative to outline computer configuration requirements and assist with the configuration of current end-user computers that will be utilized to access the Contexte software. The AOC Technical Analyst will also assist the Court-designated representative with the configuration of printers that will be utilized by the Contexte System.

USER ADMINISTRATION

For Courts who have full time IT support personnel on staff who are able to manage their own users, the AOC will provide training in enterprise user management. For smaller courts that have no full time IT support personnel or contract their IT support services, the AOC will maintain, add, and remove system users at the Court’s request.

CONFIGURATION SETUP ASSISTANCE

An AOC Technical Analyst, in conjunction with the Court Project Team, will determine the Contexte System configuration requirements, and will make configuration recommendations to the Court relative to the setup of the Contexte System. These recommendations will be provided to the Court for sign-off

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purposes prior to the AOC staff configuring the settings within the Contexte System according to the approved requirements. Some areas of the system permit local configuration.

SECURITY SETUP & SYSTEM CONFIGURATION ACCEPTANCE

The Court will approve results of the end user security setup and system configuration. Court sign-off will indicate acceptance of the system setup and a readiness to proceed with the planned go-live activities.

AOC CONSULTING SERVICES

BUSINESS PROCESS ANALYSIS

The AOC team will meet with the Court staff to determine business processes and understand the Court's operating details in order to set up custom configuration for Contexte. This process will consist of one-on-one interviews and a comparison of the Court's policies and procedures against the Contexte best practice workflows. The information collected will be provided in a report for the Court to review and confirm. Once confirmed, the identified gaps between business processes and the Contexte software will be used to aid in building training materials, configuration details, and reports.

SECURITY MATRIX DEVELOPMENT ASSISTANCE

Based on the Business Process Analysis and discussions with the Court-designated resources, an AOC Functional Specialist and an AOC Technical Analyst will develop a recommended security matrix for the Court's approval and will review role security setup within the Contexte System. It is the responsibility of the Court's technical staff members to finalize the Security Matrix documentation and setup for the Courts.

REPORTS/ODP DEVELOPMENT

During the business process analysis, an AOC Functional Specialist will compare samples of the current forms, letters, notices and service documents used by the Court to the current forms, letters, notices and service documents generated from Contexte. Examples of these include Arrest Warrants, Court Dockets, Calendars, Statistical and Financial Reports. During the analysis, the AOC Functional Specialist will identify if modifications are needed to existing Contexte documents or reports, or recommend if a new document or report that will benefit other Courts in the system should be developed.

AOC CONTEXTE TRAINING SERVICES

TRAINING PLAN DEVELOPMENT

The training plan consists of curriculum, training materials (manual), and a training schedule for the end users. The training will be task based and Court specific. General training will consist of navigation, case initiation, and general inquiry. Specific training will be predefined based on job function, security, and case processing. The Court will determine their training needs with the assistance of the AOC.

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CURRICULUM SUPPORT

The AOC Curriculum Support service is provided in conjunction with Training Plan Development services in order to ensure the Court receives maximum benefit from those plans. Some of the key tasks associated with the Curriculum Support service include:

- Developing task-based instruction manuals
- Developing a training curriculum

CONTEXTE USER TRAINING

An AOC Functional Specialist will provide Contexte user training to the Court. At a minimum, all users will receive the Contexte Navigation and Contexte Inquiry training. Additionally, end user training will be Court-specific, based on the needs of the Court and the outcome of business process analysis. This may include:

- Setup, General Person, and Security Training
- Criminal case processing
- Juvenile case processing
- Civil case processing
- Domestic Relations case processing
- Probate case processing
- Accounting management training
- In Court training and configuration
- Contexte-related imaging training

LEVEL ONE SUPPORT TRAINING

Experienced Court staff can obtain level one support training. Individuals trained as level one support will assist local Contexte end users in their immediate work area when issues occur. If a solution cannot be found, a call to the AOC help desk will be made by level one support persons who can provide ample information to assist AOC help desk staff determine an appropriate solution to the end user concern.

FULL ACCOUNTING TRAINING

The AOC provides full accounting training as part of the Contexte User training for those Courts who require full use of accounting components within Contexte. This will require a full understanding of accounting principles and incorporate those principles into 'end of month' processes, including the following:

- Receipting
- Payment plans
- Void receipts
- Account balancing
- Review of general ledger
- Verify existing payables
- Monthly disbursements
- Cash drawer balancing [*Note: Cash drawers are NOT connected to Contexte.*]

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TRAINING FACILITY

The Court must identify a suitable local training facility with wireless Internet access and with computer equipment that meets the Contexte computer requirements. The Court is responsible for any expenses incurred in identifying, securing, and configuring a suitable training facility.

AOC ADMINISTRATIVE SERVICES

PROJECT MANAGEMENT

The AOC Project Manager is responsible for reporting status and maintaining communication with the Court. The project plan consists of scheduling, task assignment, and the process for initiating and tracking changes to the project. The project plan will also summarize a method for reporting status and updates on the project's progress as defined by the communications plan.

DATA CONVERSION SERVICES

CMS DATA CONVERSION

For CMS data conversions, AOC personnel will transfer case information from the AOC CMS database to the AOC Contexte system. AOC will provide one system test, during which an AOC Functional Specialist and the Court staff will examine rejected data if the Court has been entering case data into CMS or has been submitting a third-party file transmittal. CMS case information related to the county will be available in Contexte after the conversion. The CMS data will be "shell" case information with case types but no docketing.

SYSTEM CERTIFICATION AND ACCEPTANCE

For Hybrid CMS data conversions, AOC will provide two system tests and coordinate system tests with ACS supplemental conversion. The Court will approve the results of the simulated data conversion runs. Court sign-off will indicate acceptance of the converted data fields, end user security setup, system configuration, and a readiness to proceed with the actual live data conversion.

LIVE DATA CONVERSION

The AOC data conversion specialist will be responsible for performing all table sizing, instance creation, database tuning, and any other DBA activities for the Production Environment. The following issues will be discussed during this phase:

- 1) Data freeze, 2) Data acquisition, 3) Program execution, and 4) Verification.

The AOC team will work with the Court in developing a specific conversion strategy.

AOC SUPPORT SERVICES

IMPLEMENTATION SUPPORT

The AOC Project Manager and the Court manager will develop a go-live support plan which may include AOC personnel on-site in support of the Court staff in post-production activities such as issues

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analysis, resolution, and troubleshooting assistance. Following this service, AOC Help Desk will assume long-term Court support for Contexte issues and end-of-month accounting support..

APPLICATION SUPPORT

The AOC will be responsible for fielding ongoing post-project support requests on Contexte, including security. The Application Support Group will:

- Publish help desk procedures and help desk contact phone number(s)
- Communicate with designated Level One support staff at the Court
- Determine which members of the Court staff will be responsible for contacting Application Support for assistance.

PROFESSIONAL SERVICES AND PRICING

The Professional Services and Pricing schedule shown below represents the services that will be provided at **no charge to the Court during the project**. The cost reflects the cost to the State of providing these services. Supplemental services are available to the Courts according to the fee schedule shown in Exhibit A.

Implementation Task	AOC Personnel	Included	Price
AOC TECHNICAL SERVICES			
Technical Analysis	Technical Analyst	✓	
Contexte General Technical Training	Technical Analyst	✓	
Security Matrix Development Assistance	Technical Analyst and Functional Specialist	✓	
User Administration	Technical Analyst	✓	
Total AOC Technical Services			\$8,800
AOC CONSULTING SERVICES			
Business Process Analysis	Functional Specialist	✓	
Reports and On Demand Printing (ODP) Development	Technical Analyst and Functional Specialist	✓	
Configuration Setup Assistance	Technical Analyst and Functional Specialist	✓	
Accounting Configuration Setup Assistance	Technical Analyst and Functional Specialist		
Total AOC Consulting Services			\$3,200
AOC CONTEXTE TRAINING SERVICES			
Training Plan Development	Functional Specialist	✓	
Curriculum Support	Functional Specialist	✓	
Task-based Circuit Court Training:	Functional Specialist		
AOC Criminal Case Processing		✓	
AOC Juvenile Case Processing		✓	
AOC Civil Case Processing		✓	
AOC Domestic Relations Case Processing		✓	
AOC Probate Case Processing		✓	
AOC Accounting Management Training			
In Court Training and Configuration		✓	
Contexte-related Imaging Training			
Training Facility			
Total AOC Contexte Training Services			\$17,600
SYSTEM CERTIFICATION & ACCEPTANCE			
System Testing and Verification (CMS data conversion)	Technical Analyst and Functional Specialist	✓	

Implementation Task	AOC Personnel	Included	Price
System Testing and Verification (Legacy conversion)	Technical Analyst and Functional Specialist		
Total System Certification & Acceptance			N/C
AOC ADMINISTRATIVE SERVICES			
Project Management Services	Project Manager	✓	
Total AOC Administrative Services			\$10,000
DATA CONVERSION SERVICES			
CMS Data Conversion for Circuit Courts	Technical Analyst	✓	
Legacy Data Conversion for District Courts	Technical Analyst		
Total Data Conversion Services			\$4,800
AOC SUPPORT SERVICES			
Implementation Support (Pre-Implementation, Live, and Post Implementation)	Functional Specialist	✓	
Application Support	Functional Specialist	✓	
Total AOC Support Services			\$9,600
TOTAL COST			\$54,000

ACRONYMS AND KEY TERMS

Term	Definition
<i>AOC</i>	Administrative Office of the Courts
<i>ACS</i>	Affiliated Computer Services
<i>CMS</i>	Case Management System
<i>Court Connect</i>	A web-based electronic database of your cases in Contexte that can be made available to the Public and can be used for internal use by your Court. Public cases are those that are not sealed and have a level 1 security. The internal Court Connect version allows you to use your Contexte login and allows you to see case information based on your Contexte security setup.
<i>DBA</i>	Database Analyst
<i>Data Validation</i>	Involves confirming the accuracy of the data conversion based upon how the converted data elements are populated throughout the Contexte system forms, reports, and ODPs.
<i>Legacy System</i>	The case management software application currently in use by the Court.
<i>PROD</i>	Production environment (PROD) is the live Contexte database used by the Courts for real-time case management and reporting.