



REQUEST FOR PROPOSALS

Psychological Service Management Application

I. REQUEST FOR PROPOSALS

- A. **Defined.** The State of Minnesota –State Court Administrator’s Office of the Minnesota Judicial Branch acting through it’s 4th Judicial District (herein referred to as “State” or “Branch”), through a competitive selection process (referred to herein as “RFP”), is seeking proposals from qualified vendors to provide a solution for tracking ordered referrals for psychological evaluations. The scope of the project will be to either provide (buy) and enhance, or build a solution that tracks Bench ordered referrals to our Psychological Services department, as they are recoded in the State’s case management system, through to the time the referral is completed, final report delivered to the Court and any invoicings are complete. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide the services described in this document.
- B. **Right to Cancel.** The Branch is not obligated to respond or award any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The Branch reserves the right to cancel or withdraw the RFP at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn, the Branch shall not have any liability to any respondent for costs or expenses incurred in conjunction with this request for proposals or otherwise. The Branch also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW

- A. **Minnesota Judicial Branch.** The MJB has 10 judicial districts with 295 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by Natalie E. Hudson, Chief Justice of the

Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2019, there were more than 1.2 million cases filed in district courts in Minnesota. For more information, please visit www.mncourts.gov.

- B. **State Court Administrator's Office.** The mission of the State Court Administrator's Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. **Background, Scope and Goals**

Background

The 4th District which encompasses all of Hennepin County, is the largest county in Minnesota, by population. The district also accounts for largest case load compared to the other Districts in Minnesota. The district has its own psychological evaluation staff of 30+ Board Certified Psychologists and Psychometrists, along with other professional and administrative staff. The Department handles on average over 2000 referrals each year. The Department also provides evaluative services to surrounding Districts and counties, representing 22% of the overall volume of work performed.

The department receives referrals as orders from the Bench. Once received, the department assembles the relevant case documents and prepares a work package to be assigned to an examiner. The Department Head assigns the work to an examiner based on a variety of inputs. Once referrals are assigned, the examiner (or case manager on behalf of the examiner) schedules the initial appointment and performs the initial round of tests. If additional tests are required, the assigned examiner engages a staff psychometrist to perform additional tests. Once testing is complete a final report is drafted and electronically filed in the Branch's case management system. Any non-4th District referral services are billed by the Branch provided billing solution.

The district has an existing solution built on SharePoint. The solution manages much of the work process from referral ingestion, through to final report completion. The solution does not connect to the Branch's case management system or the Branch's billing solution. The existing solution does an acceptable job of time and cost collection, notes capture, and assignment creation, but with the new solution the district is looking to improve referral ingestion and billing via integration to existing Courts systems and use automation and machine learning in aiding referral scheduling.

Scope

The District open to acquiring either an existing off the shelf solution and enhancing that solution to complete the business requirements or building a solution from the ground up. The District is looking for a vendor partner to help address the challenges and deliver value to the Department. The decision to buy and enhance or build the solution will be based on the Branch's Best Value procurement policy.

The scope for this solution is as follows:

1. Requirements gathering:
 - a. For a solution being purchased and modified, scope would entail a review of Courts requirements against the existing solution, identification of functionality gaps and the vendor partners suggestion on how to best address and fulfill those requirements. Document presented to Courts for review, acceptance and final signoff.
 - b. For a solution being built, the scope of effort would be a full understanding of the Courts required and desired features and a full understanding by the vendor partner on how those requirements would be addressed. The subsequent document would be presented to Courts for review, approval and signoff.
2. Project Planning:
 - a. Project planning for a purchased and enhanced solution would include a robust task list with resources and timelines established. Courts will strive to ensure appropriate resources are available based on the expressed schedule.
 - b. Project planning for a solution build must include a thorough task list, with expressed timelines and resource needs defined. The schedule must be updated weekly.
3. User Interface, Process Flow and Data Model:
 - a. For a purchased solution, all changes to the user interface, process flows different from what Courts has already provided, and changes to the data model must be presented to Courts. Changes to the process flow and data model will

- require deep conversation and acceptance by the district. All proposed changes must be presented to the district for review, approval and final signature.
- b. For a solution build, all proposed user interface screens, process models and flows, and data model must be presented to the districts for review, approval and final sign off.
4. Permissions, User data/tables, and other system features:
- a. For a purchased solution, the vendor will provide to the district, a thorough understanding of permission structures and help the district map application permissions to the existing business process and existing roles. Discrepancies will be addressed, documented and presented to the district along with a plan for resolution. Vendor will present a plan based on existing and/or custom features on how to address the districts requirements for its table data. Vendor will present the district with a formal plan for that table data to the district for review, approval and final sign off. For any and all other system features, the vendor will work with the district to define those features, and the district will determine which of the features it desires to use, and how to use them.
 - b. For a built solution, vendor will collaborate with the district to fully understand the desired permission structures, data tables, and required and desired features, document the permission structures, data table expectations and the required and desired features and present that to the district for review, approval and final sign off.
5. Solution Development:
- a. For a purchased solution, a more agile approach to development is desired, allowing the district to test and integrate features steadily through the development process, rather than at the end of the project. The district will dedicate the necessary project resources throughout the engagement.
 - b. For a solution build, a more agile approach to development is desired permitting better decision making and better feature definition throughout the project. The district will commit resources to the project for the duration of the project.
6. Data Migration
- a. For a purchased solution, existing 'legacy' data will be mapped to the new solution. Data gaps will be defined and a gap closure plan established. The gap closure plan will be presented to the district for review, approval and sign off.
 - b. For a solution build, 'legacy' data will be mapped to the new solution. Gaps discovered will be assessed and a data gap closure plan will be established for the district to review, approve and sign off on.
7. Testing, Evaluation, Implementation
- a. For a purchased solution, the vendor must be prepared to have the final solution (in an appropriate test/UAT system) available for district testing. An appropriate testing period of approximately 20 days should be included in the schedule. Vendor is expected to lead and facilitate the first 5-8 days of that testing with

structured scripts and scenarios. Subsequent testing will be completed by the district. Problems discovered during testing must be addressed as quickly as possible (within 24 hours) to facilitate additional testing.

The district will undertake a full evaluation of the product toward the end of the testing period. Using the approved requirements identified and approved in Scope step 1, the district will perform a full solution evaluation to ensure that all requirements have been developed, tested and approved.

The final solution will be implemented by the district no later than June 30, 2026.

- b. For a fully developed solution, the vendor must provide access to a testing application. Presumably this system has been used for unit testing and other client testing and evaluation. A testing period of 20 days is recommended and must be included in the overall project plan and schedule. Vendor is expected to lead the first 5-8 days of testing and will include appropriate test scripts and scenarios. The district will perform subsequent testing. Problems encountered will be addressed within 24 hours to facilitate additional testing.

The district will conduct a full system evaluation using the approved features document identified in Scope Step 1 to ensure all features defined and agreed upon have been fully developed. Missing features will be developed by the vendor through the normal development cycle.

The final solution will be implemented by the district no later than June 30, 2026.

Goals

The District looks to implement a solution that not only manages the existing work processes defined in Appendix B, but enhances the process through automation and integration. The following outlines the key goals for this solution:

- Solution is in place as of June 30, 2026.
- Automate the ingestion of referrals via integration to Courts case management solution.
- Implement a machine learning tool that uses internal data to aid in referral scheduling.
- Provide a secure document upload portal for partners to deliver requested referral records.
- Electronically file completed reports back into the Courts case management system via the EFS (e-File and Serve) integration.
- Collect all costs associated with conducting a referral and electronically transmitting that cost back to the Courts billing system.

- The solution effectively manages the flow of work through the department, successfully addresses key problem points such as AKA's and record retrievals and enables a path for growth and enhancement well into the future.
- The solution serves as the system of record for the Psychological Services Unit. Documents generated in or with the solution are retained within the solution. Any documents retrieved from other sources will be removed and links or pathways to those documents retained.
- Existing data in the legacy system to be moved to the new solution.

III. **PROJECT DELIVERABLES**

Below are base expected deliverables based on the work outlined above. Respondents may include additional suggested steps to assist with this effort.

Project Deliverables, Scope Section 1

- Buy Solution – Gap analysis of existing features application features compared to desired district features. (Requires submission to district, review and formal signoff.)
- Buy Solution – Proposal on gap closure. (Requires submission to district, review and formal signoff.)
- Build Solution – fully documented set of requirements and vendor proposal on gap closure. (Requires submission to district, review and formal signoff.)

Project Deliverables, Scope Section 2

- Buy Solution – Full project plan and schedule, including defined task list and resource requirements.
- Build Solution – Full project plan and schedule, defined task list and resource requirements.

Project Deliverables, Scope Section 3

- Buy Solution – Fully documented user screens, process flows and data model. (Requires submission to district, review and formal signoff.)
- Build Solution – Fully documented user screens, process flows and data model. (Requires submission to district, review and formal signoff.)

Project Deliverables, Scope Section 4

- Solution Buy – Permissions, table data and system features documented with expressed fit to requirements defined. (Requires submission to the district, review and formal signoff.)

- Solution Build – Permissions, table data and system features documented. (Requires submission to the district, review and formal signoff.)

Project Deliverables, Scope Section 5

- Solution Buy – Regular updating of the agreed upon features list defined in Scope Section 1.
- Solution Buy – Weekly status reports recapping progress made to date, schedule and resource recap, and expected progress and needs next week.
- Solution Build – Weekly status reports recapping progress made to date, schedule and resource recap, and expected progress and resource needs next week.

Project Deliverables, Scope Section 6

- Solution Buy – Full extraction of data from district legacy solution and analysis against proposed solution.
- Solution Buy – Document outlining all missing data for new solution and an agreed upon approach to how those missing data gaps will be filled. Document should specifically identify who is responsible for each data element and when that missing data will be required. Document presented to district for review, approval and sign off.
- Solution Build – Full extraction of legacy data and analysis against proposed solution.
- Solution Build – Document outlining all missing data for new solution and an agreed upon approach to successfully filling those data gaps. Document must specifically identify who is responsible for missing data and when those data will be required as part of the solution build. Document presented to the district for review, approval and sign off.

Project Deliverables, Scope Section 7

- Solution Buy – Full UAT system/solution for testing and evaluation by district staff. Legacy data populated into UAT for district testing and evaluation.
- Solution Buy – Catalog of defined test scenarios and test scripts for the district to test with.
- Solution Buy – Scope of effort document updated with completed features defined in Scope Section 1.
- Solution Build – Full UAT system/solution for testing and evaluation. UAT solution populated with extracted and mapped data from legacy system.

- Solution Build – Vendor supplied test scripts and scenarios for the district to test with.
- Solution Build - Updated scope of effort document referencing completed features and functions from Scope Section 1.

IV. SUBMISSION REQUIREMENTS.

A. General Requirements

Each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. See the sample State contract in APPENDIX F for details on additional insurance requirements that must be provided to the State.
2. **Workforce and Equal Pay Declarations Page.** Vendor must complete the Workforce and Equal Pay Declarations page include it with its RFP response. See also: [Workforce and Equal Pay Declarations Page](#) Affirmative Action Certification. (APPENDIX D).
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (APPENDIX C) and include it with its RFP response.
4. **Contract Terms – acknowledgment of a. and b.** The Branch's proposed contract templates are set forth in APPENDIX F (contract) and APPENDIX H (subcontractor participation agreement). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with Branch procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.
 - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices F and G, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.

- b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The Branch reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.
 - c. The Branch shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The Branch will determine any changes to the standard terms and conditions and/or contract.
- 5. **Evidence of Financial Stability.** Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow.
- 6. **Financial Stability-Related Trade Secret.** Judicial MJB rules of public access permit vendors to submit evidence of financial stability as trade secret information according to the following:
 - a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
 - c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial MJB, or known to or ascertainable by the Judicial MJB from third parties.

Except for financial stability information submitted in accordance with this section and security measures information submitted in accordance with Section IV(A)(9) below, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this

section. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

7. **Vendor Security Compliance Questionnaire.** Vendor's RFP must provide evidence of Vendor's security measures as an indicator of Vendor's ability to provide security for judicial branch records. A completed APPENDIX L must accompany each Vendor response. The yes/no/N/A responses from each vendor's completed security questionnaire will be considered publically accessible.
8. **Security Measures-Related Trade Secret.** MJB rules of public access permit vendors to submit evidence of security measures as trade secret information according to the following:
 - a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-security-measures as "confidential;"
 - c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the

contract, and the material terms of the contract, including price, projected term and scope of work.

9. **Conflict of Interest Statement.** A written statement acknowledging whether or not there is a conflict of interest. See Appendix K, Conflict of Interest Disclosure Form.

B. Project-Related Submission Requirements

Each response must include the following or it may be excluded from response scoring:

A cover sheet including:

- a. Vendor's registered name
- b. Individual representative contact information,
- c. Email address,
- d. Business address,
- e. Phone numbers.

Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements;

1. An overview that reflects the vendors' understanding of the efforts described in this Request for Proposals and the project deliverables and a determination of which proposed methodology (Buy/Enhance or Build) the vendor is proposing. Vendor can propose both methods but detailed proposals are required for each methodology.
2. A detailed explanation of how the Vendor proposes to meet the Project Objectives, descriptions of the methodology that will be used and examples of the deliverables that will be produced;
3. If Vendor has no Minnesota based presence, a detailed explanation of how the Vendor proposes to complete meetings and deliverables.
4. A proposed timeline to complete the project or effort based on the expressed understanding that the project must be complete by June 30, 2026.
5. Provide a not-to-exceed cost to include identification of the assumptions made and the rationale used to prepare the estimate.
6. A description of completed similar projects that demonstrate the Vendor's experience and area of expertise, including Vendor's ability to provide the stated Deliverables with at least one project demonstrating experience in developing solutions similar to the solutions envisioned in this RFP.

7. At least three (3) client references with appropriate contact information that the Vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated;
8. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;

C. Pricing

1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal.
3. Pricing must reference the declared methodology of solution delivery; Buy/Enhance or Build.
 - a. Pricing should include and clearly identify:
Buy/enhance solution: the cost of licensing and hosting (and how that cost is determined) and the costs for ongoing enhancement work as defined in Appendix A.
 - b. Build solution should include the proposed development cost considering the expressed June 30, 2026 deadline, and the costs of ongoing maintenance and enhancement work identified in Appendix A.

IV. PROPOSAL EVALUATION.

- A. The Branch will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
- B. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section IV, A & B.

- C. The second part evaluation of all proposals shall be based upon deriving the “Best Value” for the Branch. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
1. Vendor’s industry experience and previous experience in performing similar work
 2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology
 3. Cost estimate
 4. Vendor’s product and/or service delivery methodology
 5. Reliability of product or service
 6. Financial stability of the organization
 7. Vendor’s past performance and client references.

The Branch reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.

The Branch reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the Branch may require the presence of Vendor’s representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the product and answer questions. Notification of any such requirements will be given as necessary.

The Branch may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the Branch.

V. SUBMISSION OF PROPOSALS.

A. Proposal Timeline (all times shown are Central Standard Time zone).

- Posting Date on [Branch Public Notice site](#) page Friday, May 2, 2025
- Questions Due Wednesday, May 7, 2025
- Answers Posted Wednesday, May 14, 2025
- Proposal Submission Deadline Friday, May 23, 2025, 5 p.m. CST

Timing notes:

- Vendor conferences will be scheduled as required.
- Subsequent selection date will be determined as soon thereafter as possible.
- Acceptance and rejection letters will be sent via the Branch contact email to all entities providing a response to this RFP.

- B. **Sole Point of Contact.** The sole point of contact for this RFP is Paul Hinz, (Paul.Hinz@courts.state.mn.us),
- C. **Amendments.** Any amendments to this RFP will be posted on the MJB website. Entities responding to the RFP will be notified via email if an amendment is posted during the process.
- D. **Questions.** All questions about this RFP must be submitted in writing via email to the Branch's sole point of contact identified in section VI. B no later than the Proposal Submission Deadline, outlined in the the table in VI. Submission Proposals, Section A. Proposal Timeline. **Vendors, including potential and actual responders must not discuss this RFP with Branch and individual courthouse personnel before the proposal submission deadline (see VI.K Rules of Conduct below for more details).**
- E. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website on the date identified in the table in VI. Submission Proposals, Section A. Proposal Timeline.
- F. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing, electronically in PDF format, by the date specified in Section VI. Submission Proposals, Section A. Proposal Timeline, to the sole point of contact listed above in order to be considered for this opportunity.

The submission must include several distinct submissions:

1. The proposal as a response to this RFP. If responding to both options presented, a second proposal is required.
2. Financials
 - a. Statement of Financial Viability
 - b. Evidence of Financial Stability
 - c. Statement of Proposal Costs
 - i. For a Buy and Enhance type proposal, costs should include:
 1. 3 years of subscription services
 2. Costs to complete any software development needed to meet Courts requirements.

- 3. Costs for up to 150 hours of annual enhancement work.
- ii. For a Build type proposal, costs should include
- iii. Cost to build the solution as proposed.
- iv. Support and Maintenance agreement including up to 150 hours annually of additional enhancement work.

3. Other Required Submissions

- a. Certificate of Insurance
- b. Workforce and Equal Pay Declarations Page
- c. Non-Collusion Affirmation
- d. Acknowledgement of Contract Terms
- e. Equal Pay Certificate
- f. Conflict of Interest Statement
- g. Vendor Security Compliance Questionnaire

- G. **Signatures.** Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.
- H. **Deadline; Opening; Public Access.** Proposals must be received by the date and time outlined in the the table in VI. Submission Proposals, Section A. Proposal Timeline. Proposals will be opened the following business day and once opened become accessible to the public (except financial stability and security measures related information submitted as a trade secret in accordance with the instructions in Sections IV(A)(6) and IV(A)(9) of this RFP). With the exception of evidence-of-vendor's-financial-stability or evidence-of-vendor's-security-measures trade secret information submitted in accordance with the instructions in Sections IV(A)(6) and IV(A)(9) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation submitted with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.
- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.
- K. **Rules of Conduct.** Attempting to contact internal staff regarding this RFP may be considered a breach of the confidentiality agreement if your firm is included on the Branch's Master Service Agreement (MSA). Direct contact and/or discussion relating to this RFP with Branch or individual courthouse staff other than what is permitted by the terms of this RFP may result in a disqualification of a firm's participation in this competitive selection process.

APPENDIX A

Psychological Services Management Solution Detailed Requirements

Solution Technology

1. Solution must be fully web enabled.
2. Describe how the solution as proposed will comply with WCAG 2.0 and WCAG 2.1 at AA level for digital accessibility.
3. Describe how the solution infrastructure will meet all SOC 2 compliance metrics.
4. Describe how the solution will be regularly subjected to security and vulnerability scans.
5. Describe vendors security best practices used to minimize attack surface, and provide for efficient and timely patching with minimal downtime.
6. Define what devices the solution will be operable on and what operating systems would be required.
7. Describe how the solution would integration into the following:
 - a. The Branch's existing Case Management Solution - Tyler Technologies, Odyssey, (MNCIS),
 - b. The Branch's eFile and Serve solution,
 - c. The Branch's Examiner Resource Application (ERA) for billing purposes.
8. Describe how the vendor would approach the optional integrations to the following:
 - a. The Branch's Adobe Sign for document signatures.
 - b. The Branch's eReminders text messaging application.
 - c. The Branch's Interpreter Resource Management Application (IRMA).
9. Describe the vendors preferred approach to text messaging:
 - a. Integration into the Branch's eReminders text messaging application (which is preferred)
 - b. A text message reminder service within the application.
10. Describe how the solution will follow all HIPPA guidelines for document transmission and application security.
11. Describe how the vendor will enable single sign on to Courts existing Active Directory credential management system and provide a means of managing user accounts and roles.
12. Describe how the solution will have security and permissions functions sufficient to enable reliable segregation of duties and shared duties as necessary. (Solution roles should include support and administration functions).
13. Describe the solutions means of identifying and managing required fields, editable and non-editable fields (due to either permissions or source data).
14. Describe how the solution will prompt when exiting with unsaved data, changes not saved due to permissions, or missing or incorrect data/data formats.

15. Explain how the solution will provide client editable drop down lists (tables) for routinely used data (staff, tests, cost items, etc.) with the ability to add new, expire or enable/disable specific codes. Expired or disabled codes must not be visible in the user dropdown lists.
16. Describe how the solution's means of data export to other applications such as Power BI, SQL Compatible tables.
17. Describe the vendors cloud environment ensuring government cloud services or equivalent used and cloud can grow as the solution dictates. If the solution is built, describe how the vendor will manage the environment and work collaboratively to ensure the application is continually managed and sized appropriately and performs to Courts expectations.
18. Describe/define vendors support and maintenance agreement, what it includes and what specifically is excluded as part of application support and maintenance services.
19. Contractor must provide for 150 hours of new enhancement work as part of the maintenance and support agreement. Hours in this bank are used by the department to request new enhancements and new features. Unused hours are carried forward. All other break fix work or system problems are part of maintenance and support.

The Solution (Additional information about the department work process is found in Appendix B)

General

1. Describe how the departments needs for two discrete notes repository's. One with the party/client/person, the other tied to the referral would be addressed.
 - a. For the party/client/person notes, the solution must have a means of recording all contact, contact attempts and history with a given party. The feature should add the date, time, and user name performing the entry. The feature should provide a contact reason (set appointment, set follow up, etc.) along with an open text area for notes related to the event.
 - b. For the referral, the solution must provide a historical tracking of the referral, entries by staff related to contacts, appointments made, updates on case manager work accumulating work documents, scheduling notes, and referral transitions among staff.
2. Describe the solutions audit trail for each referral identifying any changes made to the referral regardless of the source. Data to be captured include date/time/person or system making the change/summary of the change made.
3. Describe the solutions visual progress map indicating where in the work flow the referral is at presently and how this is displayed within the proposed solution.
4. Describe how the secure fax solution is integrated into the solution for both inbound and outbound transmissions.

5. Describe the solutions secure document portal where medical providers can securely upload medical documents pertaining to a specific referral. (Medical documents with unique identifier are provided as an output to medical providers).
6. Describe how the solution will replicate the District's provided workflow process. Vendor could propose alternative workflows but should provide rationale for the variance.
7. Describe how the solution will provide a means of flagging certain data elements in the client profile which then appear on dashboards as highlighted items.
8. Describe the solutions voice transcription feature to aid in capturing interview conversation and interview notes. The solution should then be able to reproduce those notes into a transcription for use by staff.
9. Describe the solutions tool/feature for generating forms and outputs and creating/using form templates. Describe its word processing formatting options, library structure and if there is a means of referral data insertion into forms and form templates.
10. All form outputs must be convertible to .pdf for efilng purposes.
11. Describe how the solution would also enable check list functions for commonly used referral items.
12. Describe an integration to Courts O365 solution for integrating email and tasks.
13. Describe how the vendor will migrate existing department data to the new solution.

Referral Initiation

1. Describe how the solution will use individual dashboards for staff to manage their assigned referrals.
 - a. One role must be security enabled to assign referrals or permissions made discretely by function to enable at least one user to have the scheduling function.
2. Define how the vendor will intergrate referrals as they are received from MNCIS via integration (eliminating an amount of email and dual system entry and are received as new referrals).
 - a. Specifically required data includes:
 - i. Party Name
 - ii. AKA (if available)
 - iii. Date of Birth
 - iv. Address
 - v. Phone Number
 - vi. Email Address
 - vii. Gender
 - viii. Custody Status (in custody/out of custody)
 - ix. Jail Location (if in custody)
 - x. Parent / Guardian (if Juvenile)
 - xi. Parent / Guardian address

- xii. Parent / Guardian email address
 - xiii. Parent / Guardian phone number
 - xiv. Public Defender Name
 - xv. Public Defender email address
 - xvi. Public Defender phone number
 - xvii. Prosecutor Name
 - xviii. Prosecutor email address
 - xix. Prosecutor phone number
 - xx. Group ID
 - xxi. Probation officer name
 - xxii. Probation officer email address
 - xxiii. Probation officer phone number
 - xxiv. Case Type (Felony, Misdemeanor, Gross Misdemeanor, Juvenile, Family, Probate/Mental Health)
 - xxv. Order Received Date (needs to be the original date, not a revision date)
 - xxvi. Interpreter Required (N/Y and Language)
 - xxvii. Next Hearing Date (do need to track the changes/revisions to 'due dates')
 - xxviii. Next Hearing Type
 - xxix. Event Due Date (used by both MNCIS and ERA).
 - xxx. Resources
3. Describe how referral due dates must be part of each referral. The system must provide a referral due date to be inputted by staff. The system should provide a default value of 3 business days before the next hearing date, with the ability to override the proposed date. The field should be presented in Red with text in italics for review. Staff dashboards should use a Referral due date as it's primary means of sorting records, with the nearest due date being first.
 4. Describe how referrals will permit the addition of case related documents retrieved from external systems. These documents would include .pdf, .doc(x), and other common image formats (JPEG, GIF, TIF, MP4, xlsx, and current AV files). The system needs to be able to launch all incoming file types.
 5. Describe how the solution will present a history of past referrals based on the party name, data of birth, or party ID.
 6. Describe how the solution will enable some form of party merge function as well as an active reference for AKA's (also known as) and NKA's (now known as), with the goal of associating many referrals over time, to a single party, when/where appropriate. The system must accommodate variants to key party data (name/DOB) in order to facilitate the connection of seemingly disparate parties.
 7. Describe how party records will be editable/mergable outside the referral process, as part of normal record keeping processes.
 8. Describe how the system could record for output purposes, a record of all parties merged during a user specified timeframe.

9. Describe how the solution will provide the capability to flag key user data and have those flags visible on the Scheduling and Examiner dashboards. Each flag should be a unique and different color. Full notice should be visible on hover.

Referral Assignment

1. Describe the assignment dashboard that contains all unassigned referrals.
 - a. Referrals should be organized by referral due date.
2. Describe how machine learning can be used to assist in the scheduling effort. The desire is to have the solution present the person assigning, a dashboard with the referrals, and an examiner suggestion. The person would accept or reject individual assignments and potentially re-run the process with the recently accepted assignments as part of the workload factors. Factors for consideration include:
 - a. Examiner workload
 - b. Examiner availability
 - c. Referral due date/Next Hearing date
 - d. In/Out of Custody
 - e. Referral complexity weighting
 - f. History of Violence
 - g. Party prior evaluations and examiner
 - h. Party in custody pending examination (Targeted Misdemeanor Rule 20 evaluation).
3. Describe how the assignment process would permit referrals to persist on the dashboard without assignment. Referrals could be color coded as they get closer to their next hearing due date.
4. Describe an integration to Courts O365 environment where assignments made during the assigning process initiates an email to the examiner of the assignment. The district would also be interested in the assignment initiating a task on the examiners Outlook task list.
5. Describe an assignment dashboard where relevant referral information is presented, and subsequent detail is provided as 'hover' details. In those instances where the person assigning needs to see referral details, the desire is to remain on the dashboard without having to open various records in order to make assignment decisions. Hover details would provide a better user experience and ease the process of setting assignments.
6. Describe how the solution will accommodate several 'permanent' and some temporary assignments.
 - a. Permanent assignment: Examiner assigned to the referral. The examiner, once assigned will own the referral through to its completion and the filing of the final report. The examiner may assign the referral to other resources to perform testing or other work, but ownership of the referral lies with the assigned examiner.
 - i. Case Managers are assigned to a set of Examiners. Once the examiner is assigned, the case manager is also assigned by default. (this should be table data managed by Courts)

- b. Temporary Assignments: Psychometrist, Psychometrist Supervisor, or other resources defined may be temporarily assigned the referral to perform specific tasks.
 - c. All assignments must exist on the user's 'dashboard'.
- 7. Describe how the system will accommodate the replacement of a resource on an assignment. In some instances, examiners will decline an assignment and the person assigning must be permitted to make that change.

Referral Execution

1. Define how Examiners and Case Managers will have access to the Examiners calendar and both must be able to set new appointments.
2. Describe how the 'dashboard' (primarily examiners) would be organized into: Those things that the examiner is primarily working on, and those referral tasks assigned to other staff.
3. Describe how the Solution could have an integration to Courts O365 to facilitate calendar updates.
4. Describe how the solution will address referral notes:
 - a. There needs to be a robust notes feature (appended text along with user id and date/time stamp) specific to this referral.
 - b. There needs to be a means of filtering note records. Notes need to be indexed by date (a date range), by activity type, by role, and by name.
 - c. Since a battery of tests could be performed, there needs to be a means of importing test results into the solution.
 - d. It would be desirable to be able to generate the final report and include test notes.
5. Describe how the solution will include a full battery of tests, with the most common identified at the top of the list. The list of tests should come from a 'Cost Items' table. This table should include a description of the cost item, the 'cost' of each item and a revision history as items are edited over time.
6. Describe how appointments on a calendar will be editable to users with appropriate credentials.
7. Describe how the solution will manage referral ownership in the instance where the Examiner completes the initial assessment but determines that additional testing is required and needs to pass the activity on to a different resource. The current assignment must be able to reflect a change in present 'ownership' of the referral and may be assigned to multiple resources. Once additional testing is complete the 'ownership' is returned to the original examiner assigned.
8. Describe how multiple tests will be selected on a referral.
9. Describe how a tests suggested by the examiner will be visible to other assigned resources. The solution should present a test specific notes area along with user id, a date and time stamp. The solution should also accommodate attached documents for each test.

10. Describe how a qualifying change is made to the referral the solution will prompt for time entry. (22% of the district's work is billable). Every attempt to capture time during the execution of a referral must be made. Prompting for time entry as assignments change is a means of cost collection.
 - a. The solution should limit the number of hours billed to a referral at 18 hours per day.
 - b. The system must account for general administrative (aggregated) time as different from other billable hours.
 - c. The solution must have a place, outside of pop ups or other conveniences where time can be entered as part of a referral. That feature must present all time captured on the referral, regardless of how and when entered.
11. Describe how the solution will accommodate the following:
 - a. Event due date – Provided via MNCIS integration
 - b. Next hearing date – provided via MNCIS integration
 - c. Report due date – system calculated as 2 business days prior to the next hearing date(with consideration for court holidays). This date must also be editable by department staff.
 - d. Need to update process flow for civil commitments.
 - e. These requests are filed by the examiner with the Court and if approved, the MNCIS record is updated. The integration should receive the change to the due date and update the system accordingly.
12. Describe how the solution will clear the examiner's assignment to the referral once the final report is submitted. This means that the only point of remaining ownership is the Case Manager who should get the referral back in their work queue for final processing. The Assignment dashboard should be updated with new examiner availability, as a referral has been submitted freeing the examiner resource.
13. Describe how the solution would integrate into the Courts text/email 'EReminders' solution.

Referral Completion

1. Describe how the solution will accommodate the removal of some/all of the accumulated documents. Case Managers have added document copies from external systems to the referral, there is no reason those documents must be retained in the system. What should remain is either a link to the document or a reference as to the documents location (system;filename). All original documents in the system should remain.
2. Describe how the solution will accommodate the collection of all costs associated with referral processing: Examiner time, mileage, Psychometrist time, test costs, mileage, Case Manager time, Department Head/assignment/management time, administrative time, and other cost items as appropriate.
3. Describe how the solution will enable the status of each referral: Received, Pending Assignment, Assigned, Complete, Closed. Case Managers, once their work is complete, will

close the referral. This status change removes the referral from the Case Managers dashboard and 'archives' the referral.

4. Define how the solution will prepare a billing submission to the Courts ERA system. Not all hours and costs are billable, so the solution should provide a means of defining billable hours and non-billable hours as part of the services and cost definition. Costs and cost collection rules change periodically requiring flexibility.

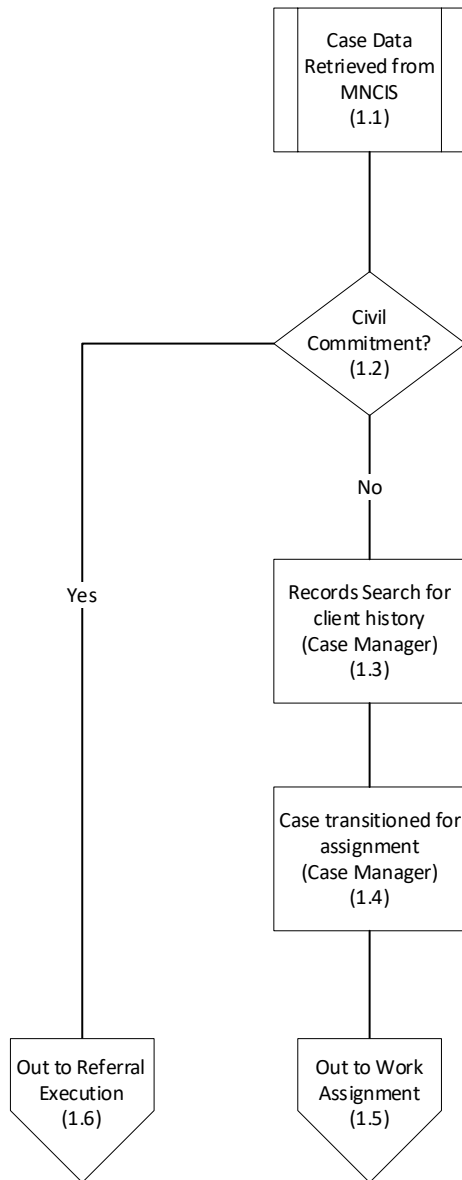
Reporting

1. Describe how the solution will include a means of report generation. The business envisions a report builder that starts with an output prompt (the district recognizes 8 different 'reports', each with unique MNCIS event codes. These event codes are required for electronically filing the report in MNCIS). Examiners only file one report, but elements of several 'reports' could be included in the single report submission. The report builder must accommodate the creation and merger of several reports into a single final submission.
2. Describe how the system will export all relevant data to a data format easily received and ingested by Power BI for ad hoc reporting purposes and permit the anonymizing of that data prior to import.
3. Describe how the system will provide for a final report selection which enables a primary report output, but includes other 'reports' merged into a final product for submission. The solution should use accumulated tests performed along with observational notes as part of the report build which is presented to the examiner. Examiners must be able to edit the text generated into a final submission. The solution must also permit the modification of the report template to fit the specific evaluation being undertaken.
4. Describe how the solution will provide a WYSIWYG form and template tool.
5. Describe how the solution will generate standard outputs for routine communications such as appointment letters, record requests, memos to the court (continuances, extensions). (There are a limited number of memo outputs currently, but memo templates must be to be editable, copyable, or replaceable).
6. Describe the solution's capability to export all its relevant data.
7. Describe the solution's robust set of management reports
 - a. Case assignments and workload
 - b. Track of hours worked
 - c. Evaluations completed (by referral, by examiner, date.
 - d. Average time per evaluation by evaluation type.
 - e. Time saved – leverage on multiple evaluations
 - f. Clearance rate or time of referral receipt through report submission (time for referral, vs referral ingestion rate.
 - g. Continuance filing rate (who, when, why)

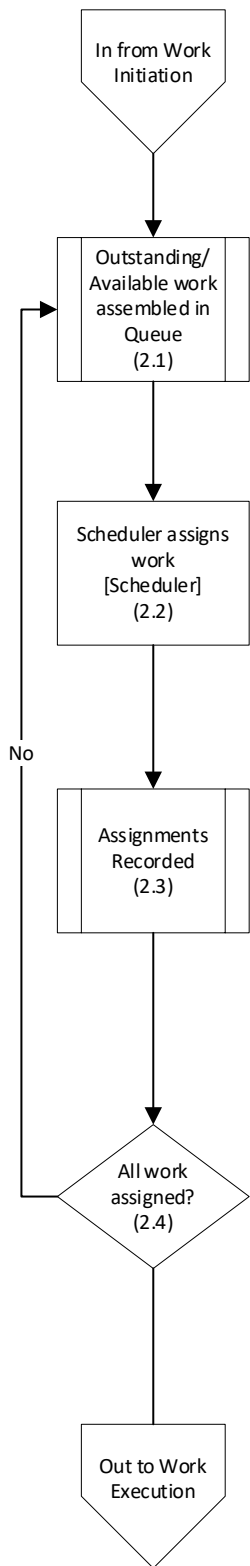
- h. Average time for key tasks (referral prep, scheduling, interview/analysis, report writing), by referral type.
 - i. Tests performed over time
 - j. Opinions over time
 - k. Recommendations over time
 - l. Data Quality output
 - i. Birthday's in the future
 - ii. Cost dates in the future
8. Describe how events such as a record request, memo's to Court (due date extension), etc, will generate notes in the client referral file.
 9. Describe how the solution will accommodate at least 7 appointment rooms for appointment calendaring.
 10. Describe how the solution could include an integration to IRMA (Courts Interpreter Resource Management Application) or at a minimum, a link to IRMA when referrals require an interpreter.

APPENDIX B
Proposed Business Process Flow

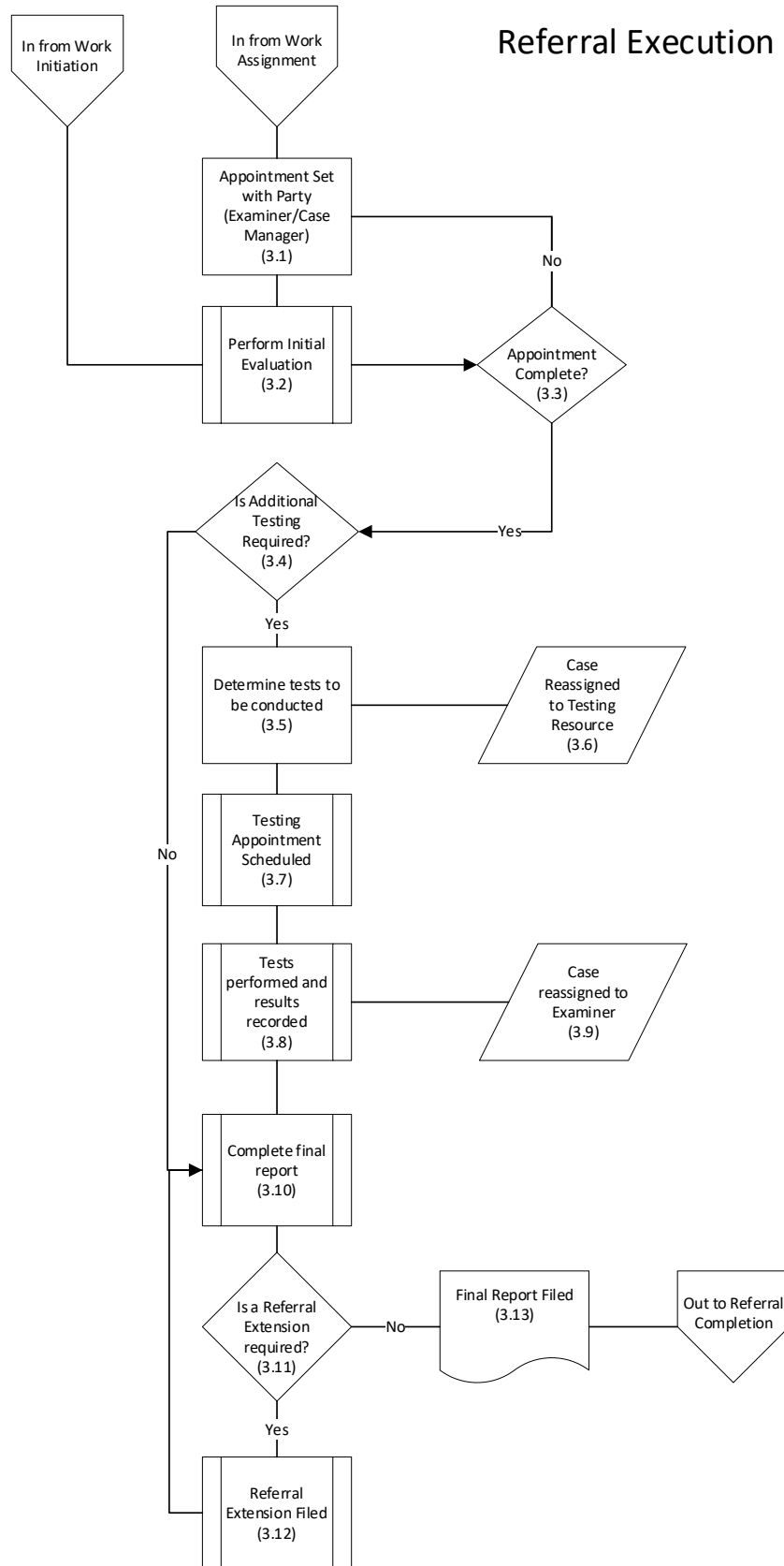
Referral Identification and Initiation



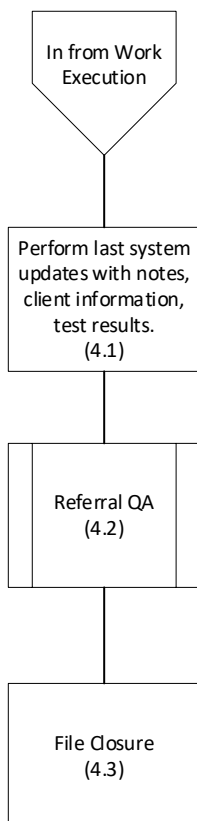
Referral Assignment



Referral Execution



Referral Completion



Referral Process Flow Definitions

Referral Initiation

Process Step	Step Title	Notes
1.1	Case Data Retrieved from MNCIS	<ul style="list-style-type: none"> MNCIS integration provides base record information for all hearings with referral orders. Case data is pulled into the solution and a new referral record is created. There is a desire to consider self-scheduling by the party. A QR code would launch a department calendar outlining available time slots.
1.2	Civil Commitment	<ul style="list-style-type: none"> Civil commitments are a court ordered event and are not managed by case managers and not scheduled. Examiners sign up for a day with the Civil Court and court staff assign them to examinations scheduled for that day.
1.3	Records Search for party history	This task is performed by the Case Manager, who investigates internal (AX Document repository) and external sources (schools, hospitals, other agencies) for information pertinent to the referral.
1.4	Case transitioned for assignment	Once all relevant referral records and documents are collected, the referral is transitioned to the Department Head for assignment.
1.5	Out to Referral Assignment	Assignment transitions to the Referral Assignment process flow
1.6	Out to Referral Execution	Assignment transitions to the Referral Execution process flow.

Referral Assignment

Process Step	Step Title	Notes
2.1	Outstanding/Available work assembled in queue	Incoming referrals are combined with held over, lower priority referrals. At this time, all referrals are data complete and ready to be assigned.
2.2	Scheduler assigns work	<p>As noted in the process map, there are a variety of factors that considered as part of referral scheduling, including:</p> <ul style="list-style-type: none"> Full Case Details In/Out of Custody

		<ul style="list-style-type: none"> • History of Violence • Referral history/Past Examiner(s) • Court Ordered Evaluation Due Date • Existing examiner referral load. <p>The business would like to consider machine learning to assist in the scheduling effort whereby the solution will use managed table data to help evaluate queued referrals. The solution should present the scheduler with recommendations which can be individually accepted or rejected. This process should be iteratively enabled, such that individual recommendations accepted, and the process is relaunched, and a new, subsequent set of recommendations is presented.</p>
2.3	Assignments Recoded	<p>Several things should happen as assignments are written to the database:</p> <ul style="list-style-type: none"> • The database is updated with the referral assignments. • The referral in ERA is updated with the assigned examiner. • Examiners receive an email with the referral details. <ul style="list-style-type: none"> • In addition to the email received, the Business would like to consider other options in O365 such as additions to their task list or other means of visibility to the assignment.
2.4	All work assigned?	<p>The solution should not require all referrals to be assigned and the queue should be permitted to exist. Additional queue considerations could include:</p> <ul style="list-style-type: none"> • Some means of color-coding referrals in the queue that are within 30, 60, or 90 days of their expressed due date. • Ordering the queue by due date to ensure low priority due dates maintain visibility at the top of the list.

Referral Execution

Process Step	Step Title	Notes
3.1	Appointment Set with Party	Examiner updates notes associated with the referral with the dates/times when connection with the party has been attempted. Once the appointment is set the referral is updated. MNCIS is updated with the evaluation appointment.
3.2	Perform Initial Evaluation	During the actual evaluation, the evaluator will need access to the full case history, propensity to violence, prior evaluation histories, etc. A robust notes repository is needed. These notes are used to generate the final report.
3.3	Additional Testing Required?	If Yes, added testing is required, the solution will need to enable: <ul style="list-style-type: none"> • The referral/case to be transitioned to another resource. • The evaluator will be able to identify the additional tests to be performed. • The solution should provide a means of listing additional tests and test costs manageable by the department. If No, no additional testing required, the solution will need to enable: <ul style="list-style-type: none"> • Examiner time invested on the referral. • Costs for travel (parking, mileage, etc.)
3.5	Case Reassigned to Testing Resource	The referral is assigned to the testing resource. The original examiner will need to be retained so the solution can re-route the referral back to the original evaluator once added testing is complete. Testing resource will need full access to referral details, notes, etc., but not the base referral data.
3.6	Tests performed and results recorded	This step also includes a scheduling component where the testing resource is required to schedule an appointment with the party to conduct the tests outlined. Testing resource will be required to record test results. For each test performed, the solution should provide the test name, the date/time of the test, administered by, and notes. The notes will need to house extended text since all the observation notes, test criteria and other matters associated with the test and administration of it are crucial to the record.
3.7	Complete final report	The solution should provide a means of report building, where a standard template is presented and the evaluator can manage text from notes and build a finished report based on the template.

		The business would also like to consider the use of machine learning as a means of pre-filling in final report segments. The solution should prefill known data, and using the test and evaluation data captured, assemble the report into the existing template.
3.8	Final Report Filed	<p>The final report, like any other evidence collected is filed using eFile. The solution will provide a feature to 'File' the report as a discrete action permitting editing and adjusting the report until its officially filed.</p> <ul style="list-style-type: none"> • Once the report is filed, the availability of the evaluator resource is updated with additional availability. • Case Managers are directed to perform necessary housekeeping, removing extraneous documents collected from external sources (ensuring document references are maintained).

Referral Completion

Process Step	Step Title	Notes
4.1	Perform last system updates with notes, client information, test results.	<ul style="list-style-type: none"> • In step 1.2 Case Managers added to the referral, all historical references to the party, prior cases, saved notes, etc. Once the final report is filed, these copies can be removed, but the references to these documents must be retained. • All time invested by any staff on the referral must be accumulated and inputted. • All tests performed must be documented and inputted into the solution. <p>The 4th District performs evaluations on referrals from several other Counties/Districts. On average each referral has 9 cost items.</p>
4.2	Referral QA	<p>Before the referral is closed, Case Managers will do a final QA step to ensure:</p> <ul style="list-style-type: none"> • All retrieved records have been removed from the active referral, • Verification of all time invested in the referral, • Test performed have been documented and test costs have been calculated, •
4.3	File Closure	<ul style="list-style-type: none"> • Once the QA step is complete, Case Managers will close the file. At this time, the

		<p>solution will update ERA with the cost and billing information.</p> <ul style="list-style-type: none"> • The solution removes this referral from all inboxes and workflow dashboards. • The solution updates all status indicators to 'Closed'. <p>The solution will also transfer this case into an archive for potential future reference.</p>
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APPENDIX C

STATE OF MINNESOTA

AFFIDAVIT OF NON-COLLUSION

(Must be submitted with Response)

I swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer's Firm Name: _____

Authorized Signature: _____

Date: _____

APPENDIX D

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☐ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

Vendor/Supplier ID	Business Name	Name of Contracting Agency
Authorized Signatory Name	Title	Date
Signature	Email	Phone

APPENDIX E

STATE OF MINNESOTA - AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The Minnesota Human Rights Act (Minn. Stat. § 363.073) divides the designation compliance program into two categories. Both categories apply to any designations for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of a designation.

The second category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must have either a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the STATE that they are in compliance with federal Affirmative Action requirements before execution of a designation. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651-296-5663; Toll Free: 800-657-3704; or TTY: 651-296-1283.

Minnesota businesses must have a current Certificate of Compliance or submitted an affirmative action plan by the time proposals are due, or their proposal will be rejected.

The STATE is under no obligation to delay the execution of a designation until a business has completed the Human Rights certification process. It is the sole responsibility of the business to apply for and obtain a Human Rights certificate prior to execution of a designation, as applicable.

APPENDIX F

STATE OF MINNESOTA

PRODUCT AND SERVICES CONTRACT

SAMPLE ONLY; NOT AN OFFER

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its State Court Administrator's Office, Information Technology Division, address 145 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King Jr. Boulevard, St. Paul, Minnesota 55155 (hereinafter "STATE") and [insert vendor full legal name and address] (hereinafter "CONTRACTOR").

Recitals

The STATE, pursuant to Minnesota Statutes 2011, Section 480.15, subdivision 10b, administers and maintains court information systems. The STATE desires [insert general description of services]. CONTRACTOR (and, where applicable, CONTRACTOR's STATE approved subcontractor) has experience with the desired services, and CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

Contract

Based on the mutual agreements, promises, and covenants contained in this contract, it is agreed:

I. **SCOPE OF WORK.**

- A. **Work Order Contract Required to Begin or Perform Any Service.** CONTRACTOR understands that only the receipt of a fully executed Work Order Contract (see template set forth as Appendix A which is attached to and made a part hereof) authorizes CONTRACTOR to begin work under this Master Service Agreement. Any and all effort, expenses, or actions taken before the Work Order Contract is fully executed is not authorized under Minnesota Statutes is undertaken at the sole responsibility and expense of CONTRACTOR.
- B. **No Guarantee.** CONTRACTOR understands that this Master Service Agreement is not a guarantee of a Work Order Contract. State has determined that it may have a need for the services under this Master Service Agreement, but does not commit to entering into or executing any Work Order Contract with CONTRACTOR. STATE reserves the right to initiate and execute Work Orders at its own discretion, as a means to; manage budgets, manage schedules, and manage stakeholders
- C. **Conflict of Interest Screening.** Prior to assigning any individual or permitted independent subcontractor to perform services hereunder or to have access to confidential information of the STATE, CONTRACTOR shall require all individuals assigned to perform services hereunder

to complete Part II of the Confidentiality and Disclosure of Interest Agreement set forth in Appendix B, which is attached to and made a part of this Agreement. CONTRACTOR acknowledges that the STATE may immediately disqualify any such individual from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified individual shall have any further access to the confidential information of the STATE. If CONTRACTOR becomes aware of any individual's interest (or that of his or her immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the STATE of such interest. CONTRACTOR shall bear the cost of orienting all personnel replacements of CONTRACTOR.

- D. **Subcontractors.** In the event CONTRACTOR desires to engage a subcontractor to perform any services hereunder, CONTRACTOR shall first obtain the prior written consent of the STATE, and CONTRACTOR, the STATE and such subcontractor shall enter into an agreement substantially in the form of the Subcontractor Participation Agreement set forth in Appendix C, which is attached to and made a part of this Agreement

II. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. **Consideration.** The STATE will pay for all services satisfactorily performed by CONTRACTOR for a Work Order Contract issued under this Master Service Agreement subject to the not to exceed amount set forth in the Work Order Contract. CONTRACTOR's hourly rate shall not exceed: (XXXXXXX.XX)

To the extent that travel and related expenses, parking or copying is necessary, CONTRACTOR must include those reasonable expenses in each Work Order Contract and provide reasonable line level detail so the STATE has a clear understanding of the scope of the work and the costs associated with completing that work. STATE will pay such expenses incurred under Work Order in no greater amount than provided in the STATE's current Administrative Policy on Travel Reimbursement, subject to the not to exceed amount in the Work Order Contract. Unforeseen costs encountered in the execution of a Work Order Contract shall be managed via Work Order Contract Amendment or a new Work Order Contract.

- B. **Terms of Payment.** Unless otherwise expressly provided in a Work Order Contract, CONTRACTOR shall submit an invoice for each work order presently under execution, for all billable costs incurred by the CONTRACTOR. Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Section VII.

III. **TIME REQUIREMENTS.** CONTRACTOR shall comply with all of the time requirements described in Work Order Contracts.

IV. **CONDITIONS OF PAYMENT.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in Section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

V. **TERMS OF CONTRACT.**

- A. **Effective Date.** This contract shall not be effective until approved as to form and execution by the STATE's Legal Counsel Division, and upon such approval the effective date shall be deemed to be (Month day, Year). CONTRACTOR understands that no work should begin under this contract.
- B. **Expiration Date.** This contract shall remain in effect until (Month day, Year), unless terminated or cancelled as provided herein.
- C. **Work Order Contracts.** The terms of work under Work Order Contracts issued under this Master Service Agreement may not extend beyond the expiration date of this Master Service Agreement.

VI. **CANCELLATION.**

- A. The STATE may cancel this contract at any time, with or without cause, upon thirty (30) days' written notice to the other party. If the contract is canceled under this clause, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The STATE may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

VII. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is Paul Hinz, or his successor in office. Such representative shall

have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II(B).

- VIII. **ASSIGNMENT AND BINDING EFFECT.** Except as expressly authorized in this contract, CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of CONTRACTOR. CONTRACTOR shall notify the STATE in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The STATE reserves the right to require the acquiring person/entity to promptly become a signatory to this contract and any and all Work Order Contracts by amendment or other document so as to help assure the full performance of this contract.
- IX. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- X. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract. Without limiting the foregoing, CONTRACTOR's liability includes liability for the direct and verifiable costs to recreate any lost or damaged STATE records that are capable of being recreated using commercially reasonable efforts.
- XI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- XII. **CONFIDENTIALITY, DISCLOSURE AND USE.**
- A. **General.** CONTRACTOR shall not disclose to any third party (except, where applicable, CONTRACTOR's STATE approved subcontractor which must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE, for template see Appendix C which is attached to and made a part of this contract) any information that is both: (1) made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired

in accordance with this contract; and (2) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released. CONTRACTOR shall not use any information that is made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform hereunder, or is created, gathered, generated or acquired in accordance with this contract, for any purpose other than performance of this contract.

B. State Programs, Databases, Marks. Without limiting paragraph A, above, CONTRACTOR agrees to the following:

1. **State Programs.** The computer application programs made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "State Programs." The STATE is the copyright owner of the State Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the State Programs, and all analysis and design specifications, programming specifications, source code, algorithms, and information contained in technical reference manuals pertaining to the State Programs, are trade secret information of the STATE. The computer operating systems software programs and other third party software licensed by the STATE, and related documentation, made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, are subject to claims of trade secret and copyright ownership by the respective licensors and will be treated by CONTRACTOR in the same manner as trade secret information of the STATE. In addition, CONTRACTOR will familiarize itself with and abide by the terms and conditions of the license agreements applicable to such third party software. Without limiting the foregoing, CONTRACTOR may also be required to sign an appropriate confidentiality agreement with the STATE's software vendor if access to proprietary segments of the MNCIS application are necessary for CONTRACTOR's work hereunder.
2. **State Databases.** The computer databases made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "State Databases." The STATE is the copyright owner of the State Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the State Databases and to their structure, sequence and organization are trade secret information of the STATE. All information contained within the State Databases is sensitive, confidential information and will be treated by CONTRACTOR in the same manner as trade secret information of the STATE. Without limiting any of the foregoing, CONTRACTOR understands and agrees that to the extent that any records made

available by the STATE to CONTRACTOR hereunder are publicly-accessible, the STATE retains all rights it possesses in and to such records and CONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for CONTRACTOR's compliance with this contract; or (ii) to the extent that it has purchased or obtained the same from the State on the same terms and via the same means and to the same extent as other members of the public.

3. **Marks.** The STATE claims that the marks "MNCIS," "CriMNet," "SJIS," "MARS" and "BenchWorks" are trademarks and service marks of the STATE. CONTRACTOR shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or tradename owned or used by the STATE.
4. **Restrictions on Duplication, Disclosure and Use.** CONTRACTOR will not, except as required in the performance of its obligations hereunder, copy any part of the State Programs or State Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the STATE, or use any trademark, service mark, or tradename of the STATE, in any way or for any purpose not specifically and expressly authorized by this contract. As used herein, "trade secret information of the STATE" means any information or compilation of information possessed by the STATE, or developed by CONTRACTOR in the performance of its obligations hereunder, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of the STATE" does not, however, include information which was known to CONTRACTOR prior to CONTRACTOR'S receipt thereof, either directly or indirectly, from the STATE, information which is independently developed by CONTRACTOR without reference to or use of information received from the STATE, or information which would not qualify as trade secret information under Minnesota law. It will not be a violation of this section for CONTRACTOR to disclose any information received from the STATE pursuant to the order of a court or governmental authority of competent jurisdiction if CONTRACTOR notifies the state immediately upon receipt by CONTRACTOR of notice of the issuance of such an order.
5. **Acknowledgement.** Prior to assigning any individual or permitted independent subcontractor to perform services hereunder or to have access to confidential information of the STATE, CONTRACTOR shall require all individuals assigned to perform services hereunder to acknowledge the confidentiality obligations herein by completing and returning to the STATE Part I of the Confidentiality and Disclosure of Interest Agreement set forth in Appendix B hereto.
6. **Proprietary Notices.** CONTRACTOR will advise its employees and permitted subcontractors who are permitted access to any of the State Programs, State

Databases, or trade secret information of the STATE of the restrictions upon duplication, disclosure and use contained in this contract. Without limiting the foregoing, CONTRACTOR shall include in and/or on any copy or translation of, or derivative work based upon, any of the State Programs, the State Databases, or trade secret information of the STATE, or any part thereof, and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to CONTRACTOR by the STATE, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

- C. **Inspection and Return of State Property.** All documents, encoded media, and other tangible items made available to CONTRACTOR by the STATE, or prepared, generated or created by CONTRACTOR in the performance of its obligations hereunder, are and will be exclusively the property of the STATE and will be available for inspection by the STATE upon request. Upon completion of CONTRACTOR'S performance of services hereunder, CONTRACTOR will, upon the STATE'S request, promptly deliver to the STATE any or all such documents, encoded media and other items in its possession, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such documents, media, items, or information contained therein. CONTRACTOR and the STATE acknowledge that all computer operating systems software programs and other third party software licensed by the STATE, and related documentation, made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, or any translations, compilations, or partial copies thereof are and remain the property of the respective licensors.
- D. **Injunctive Relief.** CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR'S obligations under sections XII and XIII of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the State for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.
- E. **Nondisclosure Indemnity.** Without limiting section X, CONTRACTOR agrees to indemnify, defend and save harmless the STATE and its agents, officers and employees from and against any and all claims by Third Parties that are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly and proximately from CONTRACTOR'S violation of the non-disclosure provisions hereof. The STATE shall provide CONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim. CONTRACTOR shall be entitled to control the handling of

any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

XIII. **RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.** In consideration of the facts that CONTRACTOR'S performance under this contract will involve access to and development of information which shall be trade secret information of the STATE and may involve the development by CONTRACTOR or CONTRACTOR'S participation in the development of copyrightable and/or patentable subject matter which the parties intend be owned by the STATE:

- A. All right, title, and interest in and to any trade secret information of the STATE (as defined in sections XII(B)(1),(2), and (4), above) developed by CONTRACTOR either individually or jointly with others, and which arises out of the performance of this contract, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE free and clear of any liens, claims, or other encumbrances.
- B. All copyrightable material which CONTRACTOR shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this contract, shall conclusively be deemed "works made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. § 101, to the fullest extent possible, and the STATE shall be the copyright owner thereof and of all elements and components thereof in which copyright protection can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," CONTRACTOR hereby transfers, assigns and conveys the exclusive copyright ownership thereof to the STATE, free and clear of any liens, claims or other encumbrances.
- C. All right, title, and interest in and to any invention which CONTRACTOR first conceives or first reduces to practice either individually or jointly, and which arises out of the performance of this contract, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE along with ownership of any and all patents on the inventions anywhere in the world, free and clear of any liens, claims or other encumbrances. CONTRACTOR agrees to disclose promptly any such invention to the STATE. This paragraph shall not apply to any invention for which no equipment, supplies, facility or trade secret information of the STATE (as defined in Sections XII(B)(1), (2), and (4), above) was used and which was developed entirely on CONTRACTOR own time, and (a) which does not relate (i) directly to the business of the STATE, or (ii) to the STATE'S actual or demonstrably anticipated research or development; or (b) which does not result from any work performed or materials provided by CONTRACTOR for the STATE.
- D. CONTRACTOR will execute all documents and perform all other acts that the STATE may reasonably request in order to assist the STATE in perfecting its rights in and to the trade secret information of the STATE and the copyrightable and patentable subject matter identified herein, in any and all countries.

- E. Without limiting section XII or parts A, B, C, and D of section XIII of this agreement, the STATE retains all rights it possesses in and to the State Databases and State Programs made available to CONTRACTOR for purposes of permitting CONTRACTOR to perform hereunder. CONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain the State Databases or State Programs except as expressly permitted herein to permit CONTRACTOR to complete its duties hereunder. CONTRACTOR may, however, purchase a copy of publicly-accessible versions of information contained in the State Databases and State Programs from the STATE on the same terms and to the same extent as other members of the public. Except to the extent that CONTRACTOR has purchased such copy, CONTRACTOR shall not sell, resell, disclose, redisclose, recombine, reconfigure or retain the State Databases or State Programs except as otherwise expressly provided herein.

XIV. **AFFIRMATIVE ACTION.**

- A. **Covered Contracts and Contractors.** If this contract exceeds \$100,000 and CONTRACTOR employed more than 40 full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain approval of such submission from the Minnesota commissioner of human rights. CONTRACTOR represents and warrants that as of the execution of this contract CONTRACTOR employs less than 40 full-time employees on a single working day. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in MN or another state, CONTRACTOR must comply as provided in this Affirmative Action section of this contract.
- B. **Minn. Stat. § 363A.36.** To the extent applicable, Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minn. R. Parts 5000.3400-5000.3600, to the extent applicable, provide:
1. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of

compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. **Disabled Workers.** The contractor must comply with the following affirmative action requirements for disabled workers:
 - a. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take

affirmative action to employ and advance in employment physically and mentally disabled persons.

- D. **Consequences.** The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.
- E. **Certification.** CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

XV. **Insurance.** CONTRACTOR shall not commence work under the Agreement until they have obtained all the insurance described below and the State has approved such insurance. CONTRACTOR shall maintain such insurance in force and effect throughout the term of the contract.

A. CONTRACTOR is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 1. **Workers' Compensation Insurance:** Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CONTRACTOR from Workers' Compensation insurance or if CONTRACTOR has no employees in the State of Minnesota, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements. If during the course of the Agreement CONTRACTOR becomes eligible for Workers' Compensation, CONTRACTOR must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

- 2. **Commercial General Liability Insurance:** CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including

sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by CONTRACTOR under the Agreement. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Client named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional//Technical Liability Insurance, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written on a standalone policy):** This policy will provide coverage for all claims that CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONTRACTOR's professional services required under the Agreement, including coverage for claims which may arise from failure of CONTRACTOR's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

CONTRACTOR is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of CONTRACTOR and may not exceed \$50,000 without the written consent of the State. If CONTRACTOR desires authority from the State to have a deductible in a higher amount, CONTRACTOR shall so request in writing, specifying the amount of the desired deductible. The request shall include CONTRACTOR's most current audited financial statements which shall be treated as Confidential Information unless they are otherwise publicly-accessible.

The retroactive or prior acts date of such coverage shall not be after the Effective Date of this Agreement and CONTRACTOR shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONTRACTOR to fulfill this requirement.

5. **Patent, trademark, trade dress or copyright infringement; theft of intellectual property:** This policy will provide coverage for all claims CONTRACTOR may become legally obligated to pay resulting from any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party, including any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim

CONTRACTOR is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of CONTRACTOR and may not exceed \$50,000 without the written approval of the State. If CONTRACTOR desires authority from the State to have a deductible in a higher amount, CONTRACTOR shall so request in writing, specifying the amount of the desired deductible. The request shall include CONTRACTOR's most current audited financial statements which shall be treated as Confidential Information unless they are otherwise publicly-accessible.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and CONTRACTOR shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONTRACTOR to fulfill this requirement.

Alternatively, it is understood that CONTRACTOR (at least to the extent not covered by any of the coverages above) is self-insured for all claims

CONTRACTOR may become legally obligated to pay resulting from any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party, including any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.

B. Additional Insurance Conditions:

- CONTRACTOR's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of CONTRACTOR's performance under this Agreement;
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless CONTRACTOR's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to State;
- CONTRACTOR is responsible for payment of Agreement related insurance premiums and deductibles;
- CONTRACTOR shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement CONTRACTOR's policy limits to satisfy the full policy limits required by the Agreement.

C. Client reserves the right to immediately terminate the Agreement if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies (and where CONTRACTOR is self-insured as indicated above, current Financial Statements) must be open to inspection by the State, and copies of policies (or where applicable, Financial Statements) must be submitted to the State's authorized representative upon written request and if marked as Confidential, Client will treat the same as Confidential unless they are otherwise publicly-accessible.

XV. **ANTITRUST.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVI. **OTHER PROVISIONS.**

A. **Warranties.**

1. **Original Works.** In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain (without any license restrictions attached thereto), all software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.
2. **Professional Services; Status; Conflicts of Interest.** CONTRACTOR represents and warrants to the STATE that all professional services required hereunder will be provided exclusively by CONTRACTOR's employees and/or STATE approved subcontractor(s) which must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE and that: (a) each such employee and subcontractor has the proper training, skill and background so as to be able to perform all professional services required in this contract in a competent and professional manner, and all such work shall be of quality; (b) each such employee and subcontractor assigned to work on the Project have obtained lawful permanent residence in the United States of America with a right to live and work permanently in the United States of America; and (c) CONTRACTOR has taken reasonable steps to determine if each such employee and subcontractor (or their immediate family members) have an interest in any pending or threatened litigation or proceedings in any Minnesota state court. If CONTRACTOR becomes aware of any such employee's or subcontractor's interest (or that of their immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the STATE of such interest, and CONTRACTOR acknowledges that the STATE may immediately disqualify such employee and subcontractor from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified employee or subcontractor shall have any further access to the confidential information of the STATE.
3. **Mutual Representations and Warranties.** CONTRACTOR and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

4. **Immediate Notice of Loss, Damage or Disclosure.** CONTRACTOR must notify STATE immediately upon any loss or damage to STATE records, including during any shipping of records provided by CONTRACTOR, and upon any disclosures of STATE records in violation of this Agreement. CONTRACTOR understands that immediate notice is crucial to recovery efforts, including but not limited to freeze drying of water damaged records and taking steps to minimize or prevent further improper disclosures.
- B. **Patent and Copyright Indemnity.** Without limiting section X, CONTRACTOR shall indemnify the STATE and hold it harmless against any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party. CONTRACTOR shall pay any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.
- C. **Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the STATE. CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- D. **Consent to Release of Certain Data.** Under Minn. Stat. § 270C.65 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
- E. **Publicity.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- F. **Endorsement.** CONTRACTOR must not claim that the STATE endorses its products or services.

- G. **Non-Exclusivity.** This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the STATE under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of CONTRACTOR to provide computer consulting and programming services or other services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.
- H. **Notices.** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) if to CONTRACTOR, at the CONTRACTOR'S address set forth in the opening paragraph of the contract; (2) if to the STATE, at the STATE'S address set forth in the opening paragraph of the contract, with a copy to Legal Counsel Division, 125 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.
- I. **Facilities and Use Conditions.** Without limiting CONTRACTOR's responsibilities under any other section of this contract, to the extent that CONTRACTOR utilizes STATE provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform CONTRACTOR's duties under this contract, CONTRACTOR must comply with all policies of the STATE and the Minnesota Judicial Branch as they relate to the acceptable use or operation of STATE facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and Drug Free Workplace as the same may be amended and replaced from time to time.
- J. **Equal Pay Certificate.** The STATE cannot enter into an agreement that exceeds \$500,000 with a CONTRACTOR who has 40 or more full time employees in Minnesota or a state where CONTRACTOR has its primary place of business, on a single day during the prior twelve months, unless CONTRACTOR has a valid equal pay certificate issued by the Minnesota Department of Human Rights or has certified in writing that it is exempt. CONTRACTOR certifies that it is in compliance with Minnesota Statutes section 363A.44 and is aware of the consequences for non-compliance. CONTRACTOR represents and warrants that as of the effective date of this contract CONTRACTOR employs less than 40 full-time employees on a single working day. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in Minnesota or another state CONTRACTOR must comply as provided in this Equal Pay Certificate section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if

applicable, and the state in which the persons were employed. Documentation should be sent to “compliance.MDHR@state.mn.us.”

K. Miscellaneous.

1. The provisions of sections VIII, X, XI, XII, XIII, XVI, and XVII shall survive any cancellation or termination of this contract, as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
2. Captions are for convenient reference and do not constitute a part of this contract.
3. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
4. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota’s choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
5. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.
6. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern.

[Continued on next page with signature blocks.]

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. CONTRACTOR

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By: SAMPLE ONLY, NOT INTENDED AS AN
OFFER

Title:

Date:

By: SAMPLE ONLY, NOT INTENDED AS AN
OFFER

Title:

Date:

2. STATE

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By:

Title:

Date:

By:

Title:

Date:

3. Funds have been encumbered as required
by State Court Finance Policy by:

By:

Title:

Date:

4. Approved as to form and execution for
STATE by:

By:

Title:

Date:

5. Chief Justice of the Minnesota Supreme
Court (Per policy for procurement
exceeding \$500,000)

By:

Title:

Date:

APPENDIX G

STATE OF MINNESOTA MASTER SERVICE CONTRACT

WORK ORDER CONTRACT

SAMPLE ONLY; NOT AN OFFER

THIS WORK ORDER CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its State Court Administrator's Office, Information Technology Division, address 145 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King Jr. Boulevard, St. Paul, Minnesota 55155 (hereinafter "STATE") and insert vendor full legal name and address (hereinafter "CONTRACTOR"). This Work Order Contract is issued under the authority of Master Service Contract Number _____, and is subject to all provisions of the Master Service Contract which is incorporated by reference.

Work Order Contract

- I. **DUTIES.** CONTRACTOR, who is not a STATE employee, shall provide professional [insert general description of services]. Services will be provided based on a [insert agreed upon hourly service arrangement] hour work week, with meetings and presentations held during core business hours of 9:00 a.m. to 4:00 p.m. Monday through Friday; provided that CONTRACTOR may perform duties outside of core business hours and off-site at CONTRACTOR'S expense (including all necessary off- site equipment, supplies and related costs). All professional services required hereunder shall be furnished exclusively by CONTRACTOR'S employee [insert employee's full legal name]]/[subcontractor [insert subcontractor's full legal name, who must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE]. CONTRACTOR'S duties include:

- A. [insert specific duties here];
- B. [insert specific duties here].

II. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. **Consideration.** As consideration for all services performed, transfer of rights, and goods or materials supplied by CONTRACTOR pursuant to this Contract, including all clerical support, phone support, and related expenses, the STATE shall pay to CONTRACTOR [insert agreed upon hourly rate here] dollars (US \$XXX.XX) per hour. The total obligation of the STATE for all compensation and

reimbursements to CONTRACTOR shall not exceed insert total cap amount here dollars (US \$XXX.XX).

It is understood that no funds are being encumbered under this contract for travel and related expenses, and parking and copying. To the extent that travel or copying is necessary, the STATE will reimburse CONTRACTOR through its regular non-state employee expense reimbursement process, or arrange to pay directly, for pre-approved airfare, lodging, meals, and ground transportation ("travel and subsistence expenses") or pre-approved copying expenses; provided, that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the STATE'S current Administrative Policy on Travel and Reimbursement. CONTRACTOR shall not be reimbursed for travel and subsistence expenses or copying expenses unless it has received prior written approval for such expenses from the STATE, and the STATE will separately encumber the necessary funds. The STATE hereby designates <agent name> as its agents for approval of such expenses.

- B. **Terms of Payment.** CONTRACTOR shall submit an invoice on the first and fifteenth day of each month for billable costs incurred by the CONTRACTOR during the immediately preceding one-half month. Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Section VII.
- III. **TIME REQUIREMENTS.** CONTRACTOR shall comply with all of the time requirements described in this contract.
- IV. **CONDITIONS OF PAYMENT.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in Section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- V. **TERMS OF CONTRACT.** This contract shall not be effective until approved as to form and execution by the STATE's Legal Counsel Division, and upon such approval the effective date shall be deemed to be insert start date

here]. CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the STATE's authorized representative notifies CONTRACTOR to begin work. This contract shall remain in effect until [insert end date here], unless terminated or cancelled as provided pursuant to the Master Service Agreement.

- VI. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is Jason Betz, Director, Information Technology Division, or his successor in office. Such representative shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II(B).
- VII. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract. Without limiting the foregoing, CONTRACTOR's liability includes liability for the direct and verifiable costs to recreate any lost or damaged STATE records that are capable of being recreated using commercially reasonable efforts.
- VIII. **WARRANT – PROFESSIONAL SERVICES; STATUS; CONFLICTS OF INTEREST.** CONTRACTOR represents and warrants to the STATE that all professional services required hereunder will be provided exclusively by CONTRACTOR's employee [insert employee's full legal name] / [subcontractor [insert subcontractor's full legal name]], who must first sign a confidentiality, participation and assignment of rights agreement in a form acceptable to the STATE, and a Tyler Confidentiality Contract should access to any confidential and proprietary material of Tyler's case management system, Odyssey, be necessary to permit CONTRACTOR to perform hereunder. CONTRACTOR also warrants and represents that:
- A. The employee and/or subcontractor has the proper training, skill and background so as to be able to perform all professional services required in this contract in a competent and professional manner, and all such work shall be of quality;
- B. The employees and/or subcontractor's employees assigned to

provide services hereunder are legally authorized to work in the United States of America; and

- C. In addition to having each employee and permitted subcontractor sign a confidentiality and disclosure of interest form, CONTRACTOR has taken and shall take reasonable steps to determine if employees or subcontractor's employees (or their immediate family members) have an interest in any pending or threatened litigation or proceedings in any Minnesota state court. If CONTRACTOR becomes aware of any employees or subcontractor's interest (or that of their immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the STATE of such interest, and CONTRACTOR acknowledges that the STATE may immediately disqualify such employees or subcontractor's from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified employees or subcontractor's shall have any further access to the confidential information of the STATE.
- D. Harmful Code Provision: CONTRACTOR represents and warrants that any software, code, firmware, or media delivered or used during work or to provide services of any kind under this contract will NOT contain any vims, Trojan horse, self-replicating, or other computer instructions that may, without the STATES consent or knowledge;
1. Alter, destroy, inhibit or discontinue STATES effective use of CONTRACTORS services, a deliverable, or any STATE resources.
 2. Erase, destroy, corrupt, hold hostage, or modify any data, programs, materials or information used or accessed by or on behalf of the STATE.
 3. Store any data, programs, materials, or information on STATES computers or servers or related types of devices, networks, or security devices.
 4. Bypass or disable any internal security measure to obtain access to any STATE resources.

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IN WITNESS WHEREOF, the parties have caused this work order contract to be duly executed intending to be bound thereby.

1. CONTRACTOR

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By: SAMPLE ONLY, NOT INTENDED AS AN
OFFER

Title:

Date:

By: SAMPLE ONLY, NOT INTENDED AS AN
OFFER

Title:

Date:

2. STATE

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By:

Title:

Date:

By:

Title:

Date:

3. Funds have been encumbered as required
by State Court Finance Policy by:

By:

Title:

Date:

4. Approved as to form and execution for
STATE by:

By:

Title:

Date:

5. Chief Justice of the Minnesota Supreme
Court (Per policy for procurement
exceeding \$500,000)

By:

Title:

Date:

APPENDIX H

STATE OF MINNESOTA

CONFIDENTIALITY, PARTICIPATION AND ASSIGNMENT OF RIGHTS CONTRACT

SAMPLE ONLY; NOT AN OFFER

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its State Court Administrator's Office (hereinafter "STATE") and _____ [insert subcontractor full legal name and address] (hereinafter "SUBCONTRACTOR").

Recitals

The STATE has entered in to STATE contract with ____ [enter general contractor full legal name]____, for _____ [insert general description of services]_____ services ("the Project"), to be provided by [SUBCONTRACTOR]/[SUBCONTRACTOR's employee ____ [insert employee's full legal name]____. SUBCONTRACTOR'S participation in the Project requires, among other things, disclosure to CONTRACTOR of confidential STATE information and authorship by SUBCONTRACTOR of copyrightable subject matter which the STATE and SUBCONTRACTOR intend to be owned by the STATE. The STATE is willing to permit SUBCONTRACTOR to participate in the Project as an independent contractor under contract with ____ [enter general contractor full legal name]____ pursuant to the terms and conditions set forth in this contract.

Contract

In consideration of the foregoing, of being permitted to participate in the Project under contract with ____ [enter general contractor full legal name]____, SUBCONTRACTOR agrees as follows:

- I. **SCOPE OF, AND PAYMENT FOR, PARTICIPATION.** ____ [enter general contractor full legal name]____ and SUBCONTRACTOR will determine the scope of SUBCONTRACTOR's engagement and the terms of their relationship with one another, and SUBCONTRACTOR will look solely to ____ [enter general contractor full legal name]____ for payment under its contract with ____ [enter general contractor full legal name]____.
- II. **TERM AND TERMINATION.** This contract shall not be effective until approved as to form and execution by the STATE's Legal Counsel Division, and upon such approval the effective date shall be deemed to be [____ insert start date here ____]. This contract shall continue in force and effect according to its terms. The STATE may terminate this contract at any time without penalty by giving five (5) working days written notice of termination to SUBCONTRACTOR. Unless otherwise terminated as herein provided, this contract shall terminate as of midnight, [____ insert termination date here ____].

- III. **INDEPENDENT OBLIGATIONS.** The obligations of SUBCONTRACTOR under this contract are unconditional and do not depend upon the performance of any agreements, duties, obligations or terms outside this contract.
- IV. **ASSIGNMENT AND BINDING EFFECT.** Except as expressly authorized in this contract, SUBCONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which SUBCONTRACTOR may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of SUBCONTRACTOR.
- V. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- VI. **LIABILITY.** SUBCONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the participation in the Project by SUBCONTRACTOR or SUBCONTRACTOR'S agents or employees. If SUBCONTRACTOR is an entity, SUBCONTRACTOR covenants and agrees that it shall obtain and maintain liability insurance with minimum limits of one million dollars (\$1,000,000) per claim, accident or occurrence, whichever is greater, covering injuries or damages caused by the acts or omissions of its employees. This clause shall not be construed to bar any legal remedies SUBCONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- VII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the SUBCONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- VIII. **CONFIDENTIALITY; DISCLOSURE AND USE.**
- A. **General.** SUBCONTRACTOR shall not disclose to any third party any information that is both: (1) made available by the STATE to SUBCONTRACTOR in order to permit SUBCONTRACTOR to participate in the Project or is created, gathered, generated or acquired in accordance with the Project; and (2) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If SUBCONTRACTOR receives a request to release the information referred to in this Clause, SUBCONTRACTOR must immediately notify the STATE. The STATE will give SUBCONTRACTOR instructions concerning the release of the information to the requesting party before the information is released. CONTRACTOR shall not use any information that is made available by the STATE to CONTRACTOR in order to permit CONTRACTOR to perform hereunder, or is created, gathered, generated or acquired in accordance with this contract, for any purpose other than performance of this contract.

B. **State Programs, Databases, Marks.** Without limiting paragraph A, above, SUBCONTRACTOR agrees to the following:

1. **State Programs.** The computer application programs made available by the STATE to SUBCONTRACTOR in order to permit SUBCONTRACTOR to participate in the Project are referred to herein as "State Programs." The STATE is the copyright owner of the State Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the State Programs, and all analysis and design specifications, programming specifications, source code, algorithms, and information contained in technical reference manuals pertaining to the State Programs, are trade secret information of the STATE. The computer operating systems software programs and other third party software licensed by the STATE, and related documentation, made available by the STATE to SUBCONTRACTOR in order to permit CONTRACTOR to participate in the Project, are subject to claims of trade secret and copyright ownership by the respective licensors and will be treated by SUBCONTRACTOR in the same manner as trade secret information of the STATE. In addition, SUBCONTRACTOR will familiarize itself with and abide by the terms and conditions of the license agreements applicable to such third party software. Without limiting the foregoing, SUBCONTRACTOR may also be required to sign an appropriate confidentiality agreement with the STATE's software vendor if access to proprietary segments of the MNCIS application are necessary for SUBCONTRACTOR's work hereunder.
2. **State Databases.** The computer databases made available by the STATE to SUBCONTRACTOR in order to permit SUBCONTRACTOR to participate in the Project are referred to herein as "State Databases." The STATE is the copyright owner of the State Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the State Databases and to their structure, sequence and organization are trade secret information of the STATE. All information contained within the State Databases is sensitive, confidential information and will be treated by SUBCONTRACTOR in the same manner as trade secret information of the STATE. Without limiting any of the foregoing, SUBCONTRACTOR understands and agrees that to the extent that any records made available by the STATE or CONTRACTOR to SUBCONTRACTOR hereunder are publicly-accessible, the STATE retains all rights it possesses in and to such records and SUBCONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for SUBCONTRACTOR's compliance with this contract; or (ii) to the extent that it has purchased or obtained the same from the STATE on the same terms and via the same means and to the same extent as other members of the public.
3. **Marks.** The STATE claims that the marks "MNCIS," "CriMNet," "SJIS," and "MARS" are trademarks and service marks of the STATE or of other agencies of the state of Minnesota. SUBCONTRACTOR shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or tradename owned or used by the STATE or other agencies of the state of Minnesota.

4. **Restrictions on Duplication, Disclosure and Use.** SUBCONTRACTOR will not, except as required for SUBCONTRACTOR'S participation in the Project, copy any part of the State Programs or State Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the STATE, or use any trademark, service mark, or tradename of the STATE, in any way or for any purpose not specifically and expressly authorized by this contract. As used herein, "trade secret information of the STATE" means any information or compilation of information possessed by the STATE, or developed by SUBCONTRACTOR in the performance of its obligations hereunder, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of the STATE" does not, however, include information which was known to SUBCONTRACTOR prior to SUBCONTRACTOR'S receipt thereof, either directly or indirectly, from the STATE, information which is independently developed by SUBCONTRACTOR without reference to or use of information received from the STATE, or information which would not qualify as trade secret information under Minnesota law. It will not be a violation of this section for SUBCONTRACTOR to disclose any information received from the STATE pursuant to the order of a court or governmental authority of competent jurisdiction if SUBCONTRACTOR notifies the state immediately upon receipt by SUBCONTRACTOR of notice of the issuance of such an order.

5. **Proprietary Notices.** SUBCONTRACTOR will advise its employees and permitted subcontractors who are permitted access to any of the State Programs, State Databases, or trade secret information of the STATE of the restrictions upon duplication, disclosure and use contained in this contract. Without limiting the foregoing, SUBCONTRACTOR shall include in and/or on any copy or translation of, or derivative work based upon, any of the State Programs, the State Databases, or trade secret information of the STATE, or any part thereof, and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to SUBCONTRACTOR by the STATE, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

C. **Inspection and Return of State Property.** All documents, encoded media, and other tangible items made available to CONTRACTOR by the STATE, or prepared, generated or created by SUBCONTRACTOR in SUBCONTRACTOR'S participation in the Project, are and will be exclusively the property of the STATE and will be available for inspection by the STATE upon request. Upon completion of SUBCONTRACTOR'S participation in the Project, SUBCONTRACTOR will, upon the STATE'S request, promptly deliver to the STATE any or all such documents, encoded media and other items in its possession, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such documents, media, items, or information contained therein. SUBCONTRACTOR and the STATE acknowledge that all computer operating systems software programs and other third party software licensed by the STATE, and related documentation, made available by the STATE to SUBCONTRACTOR in order to permit SUBCONTRACTOR to perform its obligations hereunder, or any translations, compilations, or partial copies thereof are and remain the property of the respective licensors.

- D. **Injunctive Relief.** SUBCONTRACTOR acknowledges that the STATE will be irreparably harmed if SUBCONTRACTOR'S obligations under sections VIII and IX of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by SUBCONTRACTOR of its obligations. Therefore, SUBCONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by SUBCONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. SUBCONTRACTOR shall be liable to the State for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.
- E. **Nondisclosure Indemnity.** Without limiting section VI, SUBCONTRACTOR agrees to indemnify, defend and save harmless the STATE and its agents, officers and employees from and against any and all claims by Third Parties that are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly and proximately from SUBCONTRACTOR'S violation of the non-disclosure provisions hereof. The STATE shall provide SUBCONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate in all reasonable respects with SUBCONTRACTOR in connection with any such claim. SUBCONTRACTOR shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
- IX. **RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.** In consideration of the facts that SUBCONTRACTOR'S participation in the Project will involve access to and development of information which shall be trade secret information of the STATE and may involve the development by SUBCONTRACTOR or SUBCONTRACTOR'S participation in the development of copyrightable and/or patentable subject matter which the parties intend be owned by the STATE:
- A. All right, title, and interest in and to any trade secret information of the STATE (as defined in sections VIII(B)(1), (2), and (4) above) developed by SUBCONTRACTOR either individually or jointly with others, and which arises out of SUBCONTRACTOR'S participation in the Project, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE free and clear of any liens, claims, or other encumbrances.
- B. The STATE shall be the copyright owner of all copyrightable material that SUBCONTRACTOR shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this contract, and of all elements and components thereof in which copyright protection can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. § 101, SUBCONTRACTOR hereby transfers, assigns and conveys the exclusive copyright ownership thereof to the STATE, free and clear of any liens, claims or other encumbrances.
- C. All right, title, and interest in and to any invention which SUBCONTRACTOR first conceives or first reduces to practice either individually or jointly, and which arises out of SUBCONTRACTOR'S participation in the Project, will be the property of the STATE and are by this contract irrevocably transferred, assigned, and conveyed to the STATE along with ownership of any and all patents on the inventions anywhere in the world, free and clear of any liens, claims or other encumbrances. SUBCONTRACTOR agrees to disclose promptly any such invention to the STATE. This paragraph

shall not apply to any invention for which no equipment, supplies, facility or trade secret information of the STATE (as defined in Sections VIII(B)(1), (2), and (4), above) was used and which was developed entirely on SUBCONTRACTOR'S own time, and (a) which does not relate (i) directly to the business of the STATE or (ii) to the STATE'S actual or demonstrably anticipated research or development, or (b) which does not result from any work performed or materials provided by SUBCONTRACTOR for the STATE.

- D. SUBCONTRACTOR will execute all documents and perform all other acts that the STATE may reasonably request in order to assist the STATE in perfecting its rights in and to the trade secret information of the STATE and the copyrightable and patentable subject matter identified herein, in any and all countries.
- E. Without limiting section VIII or parts A, B, C, and D of section IX of this agreement, the STATE retains all rights it possesses in and to the State Databases and State Programs made available to SUBCONTRACTOR for purposes of permitting SUBCONTRACTOR to perform hereunder. SUBCONTRACTOR has no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain the State Databases or State Programs except as expressly permitted herein to permit SUBCONTRACTOR to complete its duties hereunder. SUBCONTRACTOR may, however, purchase a copy of publicly-accessible versions of information contained in the State Databases and State Programs from the STATE on the same terms and to the same extent as other members of the public. Except to the extent that SUBCONTRACTOR has purchased such copy, SUBCONTRACTOR shall not sell, resell, disclose, redisclose, recombine, reconfigure or retain the State Databases or State Programs except as otherwise expressly provided herein.
- X. [RESERVED FOR FUTURE USE]
- XI. [RESERVED FOR FUTURE USE]
- XII. **ANTITRUST.** SUBCONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XIII. **OTHER PROVISIONS.**
 - A. **Warranties.**
 - 1. **Original Works.** In participating in the Project, SUBCONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of SUBCONTRACTOR or of any third party, and except for components already in the public domain (without any license restrictions attached thereto), all software, documentation, information and other materials provided or furnished by SUBCONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.

2. **Professional Services; Status; Conflicts of Interest.** SUBCONTRACTOR represents and warrants to the STATE that [SUBCONTRACTOR]/[all services related to the Project will be performed exclusively by SUBCONTRACTOR's employee ____[insert employee's full legal name]____ who is and will be acting as an employee of SUBCONTRACTOR within the meaning and purview of the "works made for hire" provision of the Copyright Laws of the United States of America and who:];

- a. Has the proper training, skill and background so as to be able to perform all professional integration services required for the Project in a competent and professional manner, and all such work shall be of quality;
- b. Has obtained lawful permanent residence in the United States of America with a right to live and work permanently in the United States of America; and
- c. Has no interest in any pending or threatened litigation or proceedings in any Minnesota state court and has no immediate family members who have any such interests.

If SUBCONTRACTOR becomes aware of any [SUBCONTRACTOR]/[SUBCONTRACTOR employee] interest (or that of [SUBCONTRACTOR's]/[SUBCONTRACTOR's employee's] immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, SUBCONTRACTOR shall immediately notify the STATE of such interest, and SUBCONTRACTOR acknowledges that the STATE may immediately disqualify [SUBCONTRACTOR] / [SUBCONTRACTOR's employee] from performing services related to the Project, and [SUBCONTRACTOR]/[SUBCONTRACTOR's employee] shall have no further access to the confidential information of the STATE.

3. **Mutual Representations and Warranties.** SUBCONTRACTOR and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

B. **Patent and Copyright Indemnity.** Without limiting section VI, SUBCONTRACTOR shall indemnify the STATE and hold it harmless against any claim that the work performed or material provided by SUBCONTRACTOR'S participation in the Project infringes or violates the patent, copyright, or trade secret rights of any third party. SUBCONTRACTOR shall pay any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.

C. **Relationship of the Parties.** SUBCONTRACTOR is an independent contractor. SUBCONTRACTOR and CONTRACTOR'S employees and agents shall not be deemed for any purpose to be an employee of the STATE. Neither SUBCONTRACTOR nor the STATE shall have

the right or the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

- D. **Publicity.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for SUBCONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- E. **Endorsement.** SUBCONTRACTOR must not claim that the STATE endorses its products or services.
- F. **Non-Exclusivity.** This contract shall not preclude SUBCONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the STATE under SUBCONTRACTOR'S participation in the Project; provided, however, that such materials prepared by SUBCONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of SUBCONTRACTOR to provide computer consulting and programming services or other services of any kind to any person or entity as SUBCONTRACTOR in its sole discretion deems appropriate.
- G. **Notices.** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to SUBCONTRACTOR; (2) at 145 Minnesota Judicial Center, St. Paul, MN 55155, if to the STATE, with a copy to Legal Counsel Division, 125 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.
- H. **Facilities and Use Conditions.** Without limiting SUBCONTRACTOR's responsibilities under any other section of this contract, to the extent that SUBCONTRACTOR utilizes STATE provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform SUBCONTRACTOR's duties under this contract, SUBCONTRACTOR must comply with all policies of the STATE and the Minnesota Judicial Branch as they relate to the acceptable use or operation of STATE facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and Drug Free Workplace as the same may be amended and replaced from time to time.
- I. **Miscellaneous.**
 - 1. The provisions of sections III, IV, VI, VII, VIII, IX, XII, and XIII shall survive any cancellation or termination of this contract, as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
 - 2. Captions are for convenient reference and do not constitute a part of this contract.

3. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
4. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. SUBCONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
5. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.
6. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern.

[Continued on next page with signature blocks.]

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. SUBCONTRACTOR

SUBCONTRACTOR certifies that the appropriate persons
Have executed the contract on behalf of
SUBCONTRACTOR as required by applicable articles,
By laws, resolutions or ordinances.

2. STATE

(If a corporation having more than one individual serving
As corporate officers, two corporate officers must sign.

By: __SAMPLE ONLY, NOT INTENDED AS OFFER

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and execution by the STATE's
Legal Counsel Division

By: __SAMPLE ONLY, NOT INTENDED AS OFFER

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACKNOWLEDGMENT

____[enter general contractor full legal name]____ hereby acknowledges and approves the foregoing and agrees that the same shall supersede any inconsistent provisions of any agreement between ____[enter general contractor full legal name]____ and _____[insert subcontractor full legal name]_____.

____[Enter General Contractor full legal name]_____

By: __SAMPLE ONLY, NOT INTENDED AS OFFER____

Title: _____

Date: _____

APPENDIX I

CONFIDENTIALITY AND DISCLOSURE OF INTEREST FORM

SAMPLE ONLY; NOT AN OFFER

I. CONFIDENTIALITY.

I, _____, an employee of CONTRACTOR (“CONTRATOR”), acknowledge that CONTRACTOR has been granted certain access to non-public data and records of the State of Minnesota (the “STATE”) pursuant to a [CONTRACT] (“Contract”) between CONTRACTOR and the STATE. I further acknowledge that such information has tangible value, contains valuable trade secrets, copyrights and confidential information of the STATE and other parties.

To the extent that I come into possession of any non-public data or records (including, without limitation, non-public data or records as defined in the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time) or any proprietary or confidential information of the STATE or any third party, I will not use any such information for any purpose other than performance of the Contract and will not disclose any such information to any third party without the STATE’s consent, except: (a) as may be required by law, regulation, judicial or administrative process; or (b) as required in litigation pertaining to this Agreement, provided the STATE is given advance notice of such intended disclosure in order to permit the STATE the opportunity to seek a protective order; or (c) to the extent such information (i) becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as a result of a disclosure by CONTRACTOR in breach of its obligations under the Contract or disclosure by me in breach of this Agreement, (ii) becomes available to CONTRACTOR or to me on a non-confidential basis from a source other than the STATE, which is not prohibited from disclosing such information to CONTRACTOR or to me by obligation to the STATE, (iii) is known by CONTRACTOR or to me prior to its receipt from the STATE without any obligation of confidentiality with respect thereto; or (iv) is developed by CONTRACTOR or by me independently of any disclosures made by the STATE to CONTRACTOR or to me of such information.

In addition, I understand and agree that to the extent that any records made available by the STATE to me are publicly-accessible, the STATE retains all rights it possesses in and to such records, and I have no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for CONTRACTOR’s compliance with the Agreement; or (ii) to the extent that I have purchased or obtained the same from the State on the same terms and via the same means and to the same extent as other members of the public.

In addition, I shall not sell, resell, disclose, redisclose, recombine, reconfigure or retain the Data, Records, Documents, Information, or Information Databases, or Original Documents transmitted to or from the STATE under the Contract except as otherwise expressly provided in the Contract, subject to the exceptions set forth in items (a), (b) and (c) in the preceding paragraph. I agree that my obligations with respect to the confidentiality and security of

all information disclosed to me shall survive the termination of any agreement or relationship between the STATE and CONTRACTOR and/or me.

I acknowledge and agree that a breach by me of any of the covenants set forth in this Agreement will cause irreparable injury to the STATE or others for which damages, even if available, will not constitute an adequate remedy. Accordingly, I agree that the STATE, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) in order to enforce the covenants and agreements contained herein.

If attorneys' fees or other costs are incurred by the STATE to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, and the STATE is the prevailing party, the STATE will be entitled to recover from me reasonable attorneys' fees and costs incurred in connection therewith.

This Agreement shall be interpreted in accordance with the laws of the state of Minnesota. Any action arising out of or relating to this Agreement, its performance, enforcement or breach, will be venued in a state court situated within Ramsey County, Minnesota.

ACKNOWLEDGED AND ACCEPTED:

CONTRACTOR

By: _____

By: _____

Employee Signature

Name: _____

Name (please print)

(please print)

Date: _____

Title: _____

Date: _____

II. DISCLOSURE OF INTEREST.

I, _____(Print Name), hereby certify that neither I, nor any member of my immediate family, is a party to any pending or threatened lawsuit or proceeding in any Minnesota state court.

Date: _____

Employee Signature

Name (please print)

APPENDIX J

[RESERVED]

Appendix K

Conflict of Interest Disclosure Form

Date: _____

Name: _____

Company: _____

Contract or work effort: _____

_____ I have NO conflict of interest to report

_____ I have a conflict of interest to report:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Minnesota Judicial Branch and your personal interests, financial, family or otherwise:

APPENDIX L
STATE OF MINNESOTA
SECURITY QUESTIONNAIRE
CONFIDENTIAL

1. Company Information

Name of Company:

Company Website:

Contact Person Completing the Questionnaire:

Email Address:

Phone Number:

Date of Completed Questionnaire:

Company Information

2. Questionnaire Completion Instructions

Select the appropriate answer in the Response section and provide additional details and supporting material to support.

Question	Requirement	Response	Describe
1.	An individual has been designated as being responsible for security within the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
2.	Security roles and responsibilities of employees, contractors and individuals working on behalf of the organization are defined and documented in accordance with the organization's information security policy.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
3.	An information security awareness and training program has been established and provides general awareness and role specific (e.g., secure coding, etc.) security training to all employees.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question	Requirement	Response	Describe
4.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic or references	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
5.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images. Proposed system solutions will ensure industry best practices for security architecture & design.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
6.	The system/solution/service will allow for Multi-Factor Authentication when accessing Restricted or Confidential data or Administrative access.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
7.	No data of any kind shall be transmitted, exchanged or otherwise passed to or accessed by other (4th Party) vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Minnesota Judicial Branch.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
8.	The system/solution/service will encrypt sensitive data in transit and at rest using industry standard encryption protocols; encryption keys will be managed at least in part by the Minnesota Judicial Branch.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
9.	All data will be stored, processed, and maintained solely on designated servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the organization's designated backup and recovery processes.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
10.	All physical access to information systems will be controlled and restricted to only those with a need to physically access these systems and logs of access are maintained.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question	Requirement	Response	Describe
11.	The system/solution/service will be developed according to secure software development best practices (e.g., OWASP, SANs SWAT etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
12.	Software Bill of Materials evidence will be made available to Minnesota Judicial Branch upon request.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
13.	All source code and object code will be made available to be scanned for vulnerabilities by the Minnesota Judicial Branch, or results of the organizations source code and object code vulnerability testing will be made available to the Minnesota Judicial Branch.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
14.	The Vendor has a process in place to address vulnerabilities in a timely manner.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
15.	The system/solution/service has capability to integrate with Security Incident Event Management (SIEM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
16.	The system/solution/service's storage processes, backup storage processes, and security procedures being implemented ensure that there is no loss of data or unauthorized access to the data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
17.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
18.	Online transactions must conform to commercial security standards and measures such as TLS, and others. Temporary files for all secure online transactions must be securely and permanently deleted when said transaction is complete	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question	Requirement	Response	Describe
19.	The vendor and system/solution/product/service/proposal will comply with the requirements of the Minnesota Judicial Branch Rules of Public Access to Records of the Judicial Branch and applicable state and federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS, and PCI DSS).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
20.	Any data received from the Minnesota Judicial Branch or created, collected or otherwise obtained as part of this agreement will be owned solely by the Minnesota Judicial Branch and all access, use and disclosure of the data shall be restricted to only that which is required to perform the organization's duties under an accepted contract?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
21.	Processes will be in place to securely destroy or delete Minnesota Judicial Branch data according to the standards enumerated in DoDI 5015.02 from systems or media no longer being used to fulfill the terms of this agreement or upon request from the Minnesota Judicial Branch.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
22.	In the event of termination of the agreement, the organization shall implement an orderly return of Minnesota Judicial Branch assets and the subsequent secure disposal of Minnesota Judicial Branch assets.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
23.	An incident response plan is in place which includes notifying the Minnesota Judicial Branch immediately of a known or suspected security or privacy incident involving Minnesota Judicial Branch data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
24.	All system/solution/product/service/proposal will have an Audit Logging function, it is critical for security and audit functions at Minnesota Judicial Branch.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
25.	Secure Logging: the system will not log any sensitive data (e.g. PCI, PHI, PII, SSN,) into unprotected log storage.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

