



## REQUEST FOR PROPOSAL

This document is a Request for Proposal (“RFP”) for a Minimum Continuing Legal Education (MCLE) Management System (“services”).

The State Bar of California seeks proposals for the development of a comprehensive and scalable MCLE Management System. The State Bar will award a contract for an initial term of three years (“**Initial Term**”), with an option to renew, at the State Bar’s sole discretion, for two additional one-year terms (“**Renewal Periods**”). The Initial Term, with Renewal Period(s), if elected, means the **Term**. The State Bar expects to award a contract based on this RFP on or before **January 15, 2025**, for the Initial Term to commence on or before **March 1, 2025**.

Please submit an electronic copy of your proposal by email to [Sunly.Yap@calbar.ca.gov](mailto:Sunly.Yap@calbar.ca.gov) no later than 3:00 p.m. on **December 18, 2024** (“**Submission Deadline**”). Bidders will receive a confirmation email notifying them of receipt. If bidders do not receive such email, please follow up by email to Sunly Yap.

### I. INTRODUCTION

The State Bar, created in 1927 by the Legislature and adopted as a judicial branch agency by amendment to the California Constitution in 1960, is a public corporation within the judicial branch of state government. The purpose of the State Bar is to ensure that the people of California are served by the legal profession in a manner consistent with the highest standards of professional competence, care, and ethical conduct; to carry out such additional programs as may be required by law or by rule of court; and to contribute generally to the science of jurisprudence and the administration of justice. The State Bar serves as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The California Constitution, the State Bar Act and California Rules of Court vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice.

The State Bar’s mission is to protect the public and includes the primary functions of licensing, regulation, and discipline of attorneys; the advancement of the ethical and competent practice of law; and support of efforts for greater access to, and inclusion in, the legal system. The State Bar is the largest state bar in the country and licenses approximately 250,000 attorneys. More information about the State Bar can be found [online](#). The State Bar’s offices are located in San Francisco and Los Angeles.

## II. STATEMENT OF WORK/PROJECT DESCRIPTION/PROJECT SCOPE

### A. Background

The State Bar of California seeks a vendor to design, develop, and implement a comprehensive, scalable, and user-friendly Minimum Continuing Legal Education (MCLE) Management System. The new system is intended to replace several existing platforms and manual processes, including DocuSign, HubSpot, SharePoint-based processes, and various other manual processes. The goal is to create a unified platform that serves State Bar staff, and external attorneys and MCLE providers, supporting the State Bar's statutory obligation under [California Business and Professions Code 6070](#) to monitor and enforce continuing education requirements for ongoing attorney competence and public protection.

With approximately 195,000 active attorneys grouped into three compliance cycles, the MCLE Management System is intended to automate provider management, compliance tracking, and public access to essential information. By centralizing these functions, the system will streamline internal workflows, enhance communication, and improve regulatory oversight. These efficiencies will increase data integrity, improve the user experience, and reduce the operational burdens associated with manual processes.

The system is to be designed with a strong emphasis on user experience, providing intuitive, user-friendly interfaces that enable attorneys, providers, and State Bar staff to manage MCLE-related tasks efficiently. Leveraging modern technology and automation, the system will aim to promote transparency, accessibility, and seamless collaboration among all stakeholders, ultimately supporting the State Bar's mission to uphold professional standards in California's legal community.

### B. Project Objective

The MCLE Management System project aims to create an integrated, scalable platform that consolidates and streamlines MCLE processes for attorneys, providers, and State Bar staff. By replacing multiple existing tools and manual workflows, the system will enhance data management, automate key processes, and improve the overall user experience, resulting in greater operational efficiency and regulatory compliance.

#### Key Objectives:

#### 1. Centralized Dashboards:

Develop shared self-service portals for attorneys and providers to manage MCLE-related activities, including application submissions, MCLE credit tracking, compliance monitoring, and document uploads. The State Bar staff will access a centralized administrative interface to oversee provider applications, monitor attorney compliance, manage workflows, and generate reports.

#### 2. System Integration:

Ensure seamless integration with the State Bar's existing systems, including AS400, My State Bar Profile (MSBP), the State Bar's Learning Management System (LMS) platform, and third-party payment processing systems, to support real-time data synchronization and updates across the entire MCLE system.

#### 3. Automated Document Processing:

Incorporate OCR and AI technologies to automate document scanning, data extraction, validation, and archival across all modules. These tools will minimize manual

intervention, improve accuracy, and streamline workflows for provider applications, compliance tracking, and audit management.

**4. Real-Time Updates and Notifications:**

Enable real-time tracking of attorney compliance status and automatically generate notifications to alert attorneys and providers of critical deadlines, status changes, and required actions.

**5. Automated Workflows:**

Implement automated workflows to manage application processing, compliance verification, audit management, and credit request approvals. This will reduce manual intervention, streamline processes, and improve data accuracy.

**6. Advanced Reporting and Analytics:**

Provide robust reporting and analytics tools that allow State Bar staff to monitor metrics related to provider applications, attorney compliance, and audit results. This includes real-time, customizable reports to aid in decision-making and regulatory oversight.

**7. Enhanced User Experience:**

Design an intuitive user interface for attorneys, providers, and State Bar staff, facilitating smooth and accessible navigation through MCLE-related tasks and reducing user complexity.

**8. Legacy System Replacement:**

Replace the limitations of legacy systems and consolidate functions into a unified platform, supporting automation and improved operational efficiency.

**9. Future Growth Adaptability:**

Develop a scalable system that can support future regulatory changes and evolving requirements in the field of continuing legal education.

**C. Detailed Scope of Work**

This scope outlines the core modules intended to comprise the MCLE Management System, each focused on key areas of MCLE operations. These modules are expected to support centralized workflows, automated compliance tracking, and efficient management for providers and attorneys. The selected vendor will be responsible for designing, developing, and implementing these components as a fully integrated system.

The three primary modules include:

**1. MCLE Provider and Application Management Module**

- This module supports providers by automating application, renewal, and attendance record submission processes, while providing State Bar staff with tools for efficient review and compliance monitoring.
- OCR will extract key information from mailed provider applications, including provider names, activity details, and payment information, minimizing manual data entry. AI tools will validate the data against predefined criteria, flagging error for staff review.

**2. MCLE Compliance and Audit Management Module**

- This module manages attorney compliance tracking, with automated audit selection, verification processes, and real-time compliance updates to maintain accurate, accessible records for both staff and attorneys.
- OCR will process compliance documents submitted for audits, exemptions, or

modifications, extracting credit hours, compliance status, and exemption details. AI-driven validation workflows will ensure data accuracy before updating attorney records.

### 3. MCLE Credit Request Module

- This module enables attorneys to submit and track requests for credit from non-pre-approved activities, streamlining review workflows and updating attorney profiles upon approval.
- OCR tools will extract data from supporting documents uploaded by attorneys, such as course details and completion certificates. AI tools will validate the data against MCLE credit eligibility criteria, reducing processing times and improving accuracy.

#### System-Wide Alignment:

- Each module is designed to leverage shared functionalities, such as:
  - **Automated Notifications:** Real-time alerts for submission statuses, missing documentation, and upcoming deadlines.
  - **Cross-Module Reporting:** Unified reporting tools for monitoring provider applications, compliance audits, and credit approvals.
  - **User Access Management:** Role-based access controls to ensure secure, task-specific user interactions across all modules.

Each module's functionality is further detailed below to clarify specific system requirements, user interactions, and integration points essential to the system's operational success.

#### 1. MCLE Provider and Application Management Module

The MCLE Provider and Application Management Module will streamline processes for education providers categorized as Single Activity Providers (SAPs), applying for individual activities, and Multiple Activity Providers (MAPs), pre-authorized following application approval to offer multiple activities over time. This module is intended to provide a centralized portal for providers, administrative tools for State Bar staff, and public access to relevant provider information via the State Bar's website.

To enhance operational efficiency, this module will utilize system-wide OCR and AI-Based Document Processing tools, as detailed in the **Cross-Module Functionalities** section. These tools will handle both online and mailed submissions, automating data extraction, validation, and archival. For mailed applications, OCR will extract provider details, activity data, and payment records, while AI will validate extracted data against submission requirements, flagging any discrepancies for staff review. This approach reduces manual data entry, improves data accuracy, and integrates seamlessly into provider records within the MCLE Management System.

The module will support automated workflows for provider applications, fee processing, record management, and compliance tracking, consolidating existing processes into a unified, efficient system. Additionally, it must integrate with other components of the MCLE Management System, such as the **MCLE Compliance and Audit Management Module**, to ensure real-time updates to provider and attorney compliance data.

#### Key Functionalities:

##### 1. Provider Application Management

- **Application Submission and Processing**
  - **Online Submissions:**
    - Support differentiated workflows for SAPs and MAPs, tailored to each provider type’s specific process.
    - Ensure submission of all required supporting documents (e.g., schedules, speaker bios, written materials) before applications proceed, with real-time validation and error-checking to flag missing or incorrect information.
  - **Mail-In Submissions:**
    - Enable staff to scan and upload mailed applications and associated payment receipts directly into the system, triggering OCR to extract and populate key information (e.g., provider name and number, activity details, requested credit hours).
    - Automatically create provider records for new applicants, assigning unique provider numbers, and streamline data population for established providers using pre-existing templates.
    - Provide a validation interface for staff to review OCR-extracted data, correct errors, and finalize records.
    - Allow finance staff to securely log check payment details directly into the system, automatically linking the payment record to the respective applications.
    - Automate notifications to the MCLE Program Unit when payments are processed by finance, prompting immediate review and record creation within the system.
  - **Unified Submission Records:**
    - Centralize records for all applications, both online and mail-in, within the MCLE Management System. This unified view allows State Bar staff to track, review, and process applications in one interface, minimizing manual data transfers and potential duplication.
  - **Automated Notifications and Alerts:**
    - Set up automated notifications for incomplete submissions, missing payments, and upcoming deadlines for providers and staff. This feature reduces manual follow-ups and helps keep applications moving through the process efficiently.
  - **Partial and Role-Specific Credit Assignment:**
    - Enable providers to assign partial credits for partial attendance or role-specific participation, such as:
      - **Speaker/Panelist** credits for presentation time.
      - **Attendee** credits for the remainder of the activity.

- Support tracking and assignment of different credit types (e.g., MCLE and LSMCLE) subfield credit types (e.g., Ethics, competence, elimination of bias, implicit bias).
- Support multiple input methods, including direct entry, bulk uploads (Excel, CSV), or API integration for efficient record processing.
- **Fee Processing:**
  - Automate application fee processing and tiered late fee assessments based on provider type and submission timing.
  - Allow finance staff to reconcile check payments with application records and automate notifications for any discrepancies between payment records and application data.
  - Incorporate functionality for annual fee adjustments tied to the Consumer Price Index (CPI) or other inflationary metrics, applying changes automatically and reflecting them in fee schedules and notifications.
  - Provide staff with the capability to manually waive, adjust, or override fees (e.g., application fees, late fees, CPI adjustments) in exceptional cases, with an audit trail for all manual actions.
- **Application Workflows:**
  - Automate routing, processing, and tracking for staff reviews, with real-time status updates and notifications for key changes, including incomplete submissions, expirations, outcomes, and document requests.
  - Manage MAP renewals, providing automated reminders for renewal deadlines.
- **Improved Document Management:**
  - Centralize all documents, including scanned versions of mailed applications, within the MCLE Management System, eliminating the need for separate SharePoint-based archiving.
  - Include tagging, searching, and auditing capabilities for all records based on provider IDs, application types, and submission statuses, making it easier for staff to locate and manage documents.
- **Application History:**
  - Maintain a complete, accessible history of submitted applications (online and mail-in) for providers and State Bar staff. This history should include submission dates, statuses, payment details, and any associated documents, supporting transparency and compliance tracking.

## 2. Attendance Record Management

- **Data Capture and Validation:**

- Replace existing HubSpot-based attendance tracking processes, consolidating all attendance records within the MCLE Management System.
- Capture essential attendance data (e.g., attorney bar numbers, credit types, course details, attendance dates) to maintain complete MCLE and Legal Specialization Minimum Continuing Legal Education (LSMCLE) records.
- Perform automated checks for:
  - **Duplicate Detection:** Flag duplicate records by cross-referencing attorney information, course details, and prior attendance.
  - **Data Consistency:** Identify issues such as missing bar numbers, invalid credit types, or incomplete activity information.
  - **Compliance Verification:** Verify attendance data against MCLE/LSMCLE requirements, confirming activities align with approved courses.
- **Error Resolution and Profile Updates:**
  - Provide feedback on errors, allowing providers to make corrections. Validate entries update attorney profiles seamlessly, reflecting activity details and MCLE/LSMCLE hours earned.

### 3. Centralized Provider Portal

- **Application and Document Management:**
  - Enable providers to submit applications, upload documents, manage payments, and track submission statuses in a single, unified portal, replacing the current DocuSign-based application submission process.
- **Prepopulated Forms for Returning Providers:**
  - Provide prepopulated forms for established providers with existing accounts to streamline subsequent applications and renewals, minimizing redundant data entry.
- **Application History:**
  - Allow providers to view a complete history of their applications, including submission dates, statuses, and any associated documents, to facilitate record-keeping and compliance tracking.
- **Attendance Record Submissions:**
  - Support course and event attendance submissions with manual, bulk (Excel), and API options for data uploads, allowing accurate attendance tracking, replacing the current HubSpot-based process.

- **Access to State Bar Forms and Templates:**

- Offer standardized forms and templates (e.g., attendance records, evaluation forms, certificates) within the portal for download, completion, and compliance documentation uploads.

#### 4. Public Access Interface

- **MAP Provider Information:**

- Integrate with the State Bar's website for a public-facing search tool, providing real-time information on MAP providers.
- Replace current AS400 integrations and display provider details, including name, number, location, and specialty, if any.

#### 5. Staff Interface

- **Administrative Tools:**

- Equip staff with tools to review, validate, and approve applications, along with workflow management options to streamline application processing.

- **Reporting and Analytics:**

- Provide comprehensive reporting tools to track metrics such as provider application processing times, compliance data, audit progress, trends in submission types (online vs. mail), and fee assessments, guiding process improvements and identifying bottlenecks.

- **Settings and Configuration:**

- Allow staff to adjust system settings, manage provider categories, and modify workflows as needed.

#### 6. Integration with Payment Systems

- **Payment Processing Integration:**

- Support integration with third-party payment systems for application and late fees for both for-profit and nonprofit providers, ensuring secure and compliant financial transactions.
- Automate reconciliation of check payments with application records, reducing manual tracking and minimizing errors.
- Generate automated notifications for any payment discrepancies or processing errors, streamlining communication between finance and program staff and between program staff and provider.

### 3. MCLE Compliance and Audit Management Module

The MCLE Compliance and Audit Management Module must provide comprehensive functionality for tracking, verifying, and auditing MCLE compliance for approximately



195,000 active California attorneys, including legal specialists. In concert with the **Provider and Application Management Module**, this module must serve both State Bar staff and attorneys through an integrated system designed to enable real-time compliance monitoring and automate critical processes, such as compliance verification, late fee assessments, and credit tracking.

To enhance efficiency, the module will utilize system-wide OCR and AI-Based Document Processing tools, as outlines in the **Cross-Module Functionalities** section. These tools will support module-specific workflows, such as processing compliance documentation submitted online or by mail, validating compliance data against statutory requirements, and ensuring accurate archival and reporting of compliance records.

The system must be developed to accommodate California's staggered 36-month reporting cycle, with attorneys grouped into three reporting groups. Each group has specific compliance requirements:

- **Regular Attorneys:** Required to complete 25 hours of MCLE every three years, with required subfield credits within these 25 hours.
- **Legal Specialists:** Must complete additional hours specific to their specialty.
- **Newly Admitted Attorneys:** Must complete a mandatory 10-hour New Attorney Training (NAT) within their first year, which can be counted toward their MCLE requirement if completed within their compliance period.
- **Multijurisdictional Practice (MJP) Attorneys:** Out-of-state attorneys authorized to practice law in California under specific programs. They must complete 25 hours of MCLE, including subfield credits, within their first year and adhere to the ongoing compliance group requirements thereafter (25 hours every three years).

The module must be designed to automate compliance verification, late fee assessments, attorney status changes, and credit tracking. It must also enable efficient management of exemptions, modifications, and non-standard credits through automated workflows. Additionally, seamless integration with My State Bar Profile (MSBP), AS400, third-party payment systems, and the Provider and Application Management Module is essential to ensure accurate, real-time updates, and operational alignment with statutory obligations.

#### **Key Functionalities:**

##### **1. MCLE Compliance Tracking and Management**

- **Compliance Requirements:**
  - Track compliance across all active attorneys, including:
    - **Standard Requirement:** 25 hours every three years, with 10 hours in specified subfields.
    - **Specialist Requirement:** Additional credits specific to each specialization area.
    - **New Attorney Training (NAT):** 10-hour training to be completed within the first year of admission.
    - **Multijurisdictional Practice (MJP) Attorneys:** Must

complete 25 hours, including 10 hours in specified subfields, within their first year of practice and every three years thereafter.

- **Credit Accumulation:**
  - Automatically track credit accumulation, differentiating between types (e.g., participatory, self-study, and subfield credits) while adhering to self-study limits for both MCLE and LSMCLE.
  - Automate proportional credit calculations for new attorneys or those reactivating during a compliance period (e.g., those with a less than 25-hour requirements).
  - Support unique LSMCLE requirements for attorneys with multiple specializations, ensuring specialized education is accurately tracked.
  - Flexible credit calculation rules to accommodate credit multipliers (e.g., speaker and panelist credit) and caps for certain activities, ensuring compliance with State Bar rules.
  - Account for MJP-specific compliance requirements, such as their initial one-year MCLE obligations and ongoing three-year compliance cycles, aligning credit tracking with their unique compliance group assignments.
- **Compliance Reporting by Reporting Group:**
  - Manage compliance for staggered reporting deadlines across the three groups (last names ending in A-G, H-M, N-Z), encompassing approximately 40,000-65,000 attorneys per group.
- **Non-Standard MCLE Credits:**
  - Track credits earned through non-traditional means, such as teaching or participating in mock trials, with flexible calculation rules for multipliers (e.g., first-time presenters) and caps.
- **Real-Time Compliance Updates:**
  - Provide real-time updates to attorneys' MCLE credit accumulation and compliance status, accessible through their dashboard.
- **Administrative Overrides:**
  - Enable staff to apply manual adjustments for exceptional cases, ensuring flexible compliance management.
- **Automated Notification:**
  - The system must send automated reminders for upcoming deadlines, incomplete submissions, credit shortfalls, and noncompliance notices, with options for late fee assessments.
  - Automated notices sent to attorneys must be recorded in their

profiles and accessible for staff reference (e.g., in AS400 or other integrated systems). This functionality is essential for ensuring transparency and supporting customer service operations.

- Vendors are encouraged to assess the current process for sending and referencing notices, including the potential integration with tools such as HubSpot, and propose streamlined or innovative solutions for managing and tracking notifications. The proposed solution must ensure notifications remain fully accessible for staff.

- **Integration with Provider Management Module and MSBP:**

- Ensure seamless integration between the MCLE Management System and MSBP to reflect compliance tracking, reminders, and updates in real time.
- Vendors are encouraged to propose innovative approaches to enhance usability and streamline compliance tracking within MSBP.

## 2. Automated Audit Process

- **Audit Selection:**

- Automate audit selection using predefined criteria, such as non-reporting or incomplete records, and notify selected attorneys.

- **Documentation Submission and Tracking:**

- Provide attorneys with a secure portal to submit audit-related documentation, including scanned compliance records, directly into the system.
- For mailed submissions, enable staff to scan and upload documents into the system, referencing the centralized OCR/AI tools for automated data extraction and validation.
- Automate the linkage of uploaded or scanned documents to the corresponding attorney's compliance record, reducing manual tracking.

- **OCR-Driven Data Processing:**

- Leverage the system-wide OCR/AI tools (detailed in the OCR and AI-Based Document Processing section) to process mailed and online audit-related documents, extracting key compliance data such as credit hours, activity description, and dates.
- Validate extracted data against compliance requirements and flag any discrepancies for staff review.
- Provide a manual review queue for staff to validate or override OCR-extracted data before updating attorney compliance records.

- **Audit Review and Reporting:**

- Enable staff to review submissions, compare extracted data against compliance requirements, and verify compliance status.
- Generate automated reports on audit progress, highlighting discrepancies, pending tasks, and audit outcomes.
- Provide advanced filtering and search capabilities for audit cases, enabling staff to prioritize reviews based on predefined risk factors.

- **Real-Time Audit Tracking:**

- Track audit progress in real time, including document submissions, compliance verifications, and attorney responses to additional documentation requests.
- Automatically notify attorneys of required follow-ups, missing documents, or audit results, ensuring timely resolution and transparency in the audit process.

### **3. Exemption and Modifications Management**

- **Exemption Processing:**

- Enable attorneys to submit full or partial exemption requests based on criteria (e.g., government employees, law professors, partial inactive status).
- Ensure exemption reporting integrates seamlessly with MSBP to provide a unified user experience. Vendors are encouraged to assess the current process and propose innovative solutions that enhance usability, efficiency, and compliance tracking.

- **Modification Requests:**

- Allow attorneys to request adjustments for medical, financial, or personal reasons, resulting in modified requirements or extended deadlines.
- Integrate with a third-party payment processing system to securely collect and process application fees associated with modification requests.
- Ensure automated notifications to attorneys confirming fee payment, application submission, and status updates throughout the review process.

- **Automated Adjustments:**

- Automatically adjust compliance requirements upon approval of exemptions or modifications, ensuring accurate tracking of adjusted requirements.

### **4. E-Learning Credit Sync and Tracking**

- **Automatic Credit Transfer:**

- Integrate with the State Bar's LMS to sync MCLE credits for e-learning courses, including those for NAT, in real time or at

specified interval.

- **Credit Categorization:**
  - Accurately categorize credits by type (e.g., general, legal specialty, subfield, NAT) and make them viewable in both attorney and staff dashboards.
- **Administrative Dashboard Verification:**
  - Provide staff with tools to view, verify, and monitor e-learning credits as part of ongoing compliance tracking.

### 3. MCLE Credit Request Module

The MCLE Credit Request Module must manage submissions from attorneys seeking credit for educational activities that were not pre-approved by the State Bar or an Approved Jurisdiction (i.e., U.S. states or countries designated by the State Bar as having comparable MCLE standards). This includes activities such as those taken out of state or specialized courses relevant to the attorney's practice that require individual review for credit approval.

Replacing the current manual submission process handled through DocuSign, this module will streamline submission, review, and approval workflows by leveraging system-wide functionalities outlined in the **Cross-Module Functionalities** section. These include automated document processing, data validation, and real-time updates to attorney profiles.

To ensure efficient operations, this module will integrate with the **MCLE Compliance and Audit Management Module** and other components of the MCLE Management System, enabling accurate compliance tracking and reducing delays in updates.

#### Key Functionalities:

##### 1. Credit Request Submission and Documentation

- **Submission Process:**
  - Attorneys must be able to submit credit requests for non-pre-approved activities, upload necessary documentation, and pay applicable fees through the attorney self-service portal. This will replace the current DocuSign-based application submission process.
- **Integrated Payment Processing:**
  - The system must integrate with a third-party system for fee processing, generating automated payment confirmations and receipts for attorneys. Payments must be securely logged and linked to the corresponding credit request for seamless processing.
- **Prepopulated Forms and Draft Requests:**
  - The system should offer prepopulated forms for repeat submissions, allowing attorneys to reuse common data fields (e.g., bar number, attorney name) to streamline submission process. Attorneys must also have the option to save drafts of in-progress credit requests and track the status of submitted requests.

- **Submission Validation:**
  - The module must validate requests against eligibility criteria (e.g., activity location, provider status) and provide immediate feedback through alerts for missing or incorrect information. Validation should include the following:
    - Ensuring all required documents are uploaded.
    - Verifying activity eligibility for MCLE credit.
    - Flagging duplicate submissions or discrepancies in reported data.

## 2. OCR-Driven Document Processing for Submissions:

- **Automated Data Extraction:**
  - Utilize OCR technology to extract key information from uploaded documents (e.g., activity names, dates, attorney name and bar numbers), reducing manual data entry and ensuring consistency across submissions.
- **Data Validation and Correction:**
  - AI-based tools should validate extracted data against MCLE credit requirements (e.g., activity type, jurisdiction approval) and flag discrepancies for staff review.
  - Notify attorneys of any flagged issues, providing clear instructions for resolution.
- **Manual Review and Override:**
  - Provide a manual review queue for State Bar staff to validate extracted data, make necessary corrections, and finalize credit assignments. Staff must also have the ability to override automated decisions if necessary.

## 3. Enhanced Documentation Submission Workflows:

- **Secure Document Upload Options:**
  - Support secure and intuitive document upload options for attorneys, including drag-and-drop functionality for ease of use.
- **Document Association:**
  - Enable the system to associate uploaded documents directly with the corresponding credit request, streamlining tracking and review processes.
- **Archiving and Tagging:**
  - Allow staff to archive and tag submitted documents for future reference, audits, or compliance verification. These records must be easily searchable by criteria (e.g., attorney bar number, credit request type, submission status).

## 4. Credit Request Processing and Approval

- **Review and Approval Workflows:**
  - Route submitted requests to State Bar staff for review. Staff must have the ability to:
    - Approve or deny requests.
    - Request additional documentation as needed.
    - Override automated processes in exceptional cases where manual adjustments are required.
- **Automated Credit Assignment:**
  - Upon approval, credits should automatically update the attorney's profile in real-time, reflecting the approved credits in compliance tracking.
  - For exceptional cases, staff must have the ability to manually assign or adjust credits to ensure compliance accuracy.

### 3. Integration with Compliance and Audit Management Module

- **Credit Synchronization:**
  - Approved credits must synchronize with the MCLE Compliance and Audit Management Module to support auditing and compliance tracking, ensuring attorney profiles reflect the most recent compliance status.

### 4. Reference to Shared System-Wide Functionalities

- **Credit Tracking and Categorization:**
  - For features related to tracking credit types, assignment, proportional credit calculations, and categorization, refer to the *System-Wide Functionalities* section for detailed requirements.
- **Automated Notifications and Alerts:**
  - Notifications for incomplete submissions, approaching deadlines, and audit selections are addressed under *System-Wide Functionalities* section.

#### 4. Management of Paper-Based Compliance and Exemptions

Under [California Rules of Court, Rule 9.9](#), attorneys must keep their contact information and email addresses current in their My State Bar Profile (MSBP) for communication purposes. However, attorneys without online access or an email address may claim an exemption to Rule 9.9, reporting compliance through alternative methods approved by the State Bar.

The State Bar requires a solution to address the needs of exempt attorneys by supporting paper-based compliance processes while ensuring centralized and accurate records across systems. The proposed module must integrate with AS400 to reflect exemption status, synchronize data with MSBP in real time, and provide staff with a unified view of compliance records. It must also include workflows for manual data entry, document archival, and automated alerts to facilitate timely processing of paper-

based submissions. These functionalities are essential to align with the State Bar's operational requirements, streamline processes, and ensure statutory compliance.

**Key Functionalities:**

**1. Exemption Status Integration and Synchronization**

- **Integration with AS400:** The MCLE Management System must integrate with AS400 to accurately reflect exemption status in all compliance-related communications and processes.
- **Synchronization with MSBP:** Real-time updates between AS400 and MSBP are essential to ensure attorneys' exemption status is displayed accurately on their profiles.

**2. Paper Submissions for Exempt Attorneys**

- **Document Scanning and OCR Processing:**
  - Enable staff to scan and upload compliance cards and exemption forms submitted by mail, attaching scanned documents to attorney profiles for reference.
  - Use OCR technology to capture key data fields (e.g., attorney bar numbers, exemption types, compliance status, and payment details, reducing manual data entry.
  - Automatically update attorney profiles in real time with validated OCR-extracted data.
- **Data Validation Tools for Staff:**
  - Provide staff with tools to validate OCR-extracted data before finalizing entries in the system.
  - Allow for manual corrections or overrides when OCR encounters data inconsistencies or missing fields.
- **Manual Entry for Exceptions:**
  - Retain functionality for staff to manually input submissions for cases where OCR cannot process the data (e.g., illegible handwriting or non-standard forms).
- **Manual Entry of Submissions:** Attorneys exempt under Rule 9.9 must be able to submit compliance cards and payments by mail. Staff will manually input these submissions into AS400 to maintain comprehensive records.
- **Document Archival in MCLE System:** The system must support scanned copies of paper submissions, attaching them to attorney profiles for reference and archival within the MCLE Management System.

**3. Paper-Based Notices for Noncompliance**

- **Noncompliance and Audit Notices:** In compliance with Rule 9.9, the system must generate paper-based notices for exempt attorneys, as email may not serve as the primary communication channel for regulatory actions.



- **Print and Mail Capabilities:** Staff must be able to generate, print, and mail noncompliance notices directly from the MCLE Management System, ensuring a record of all communications is archived in the attorney's profile.

#### **4. Manual Workflow Support for Exemptions:**

- **Dedicated Workflows for Paper-Based Compliance:** The MCLE Management System must include a workflow dedicated to processing paper-based compliance submissions and payments from exempt attorneys.
- **Unified Compliance View:** Staff must have a single view to track exemption claims, input compliance submissions, confirm payment receipts, and view compliance and exemption records.

#### **5. Automated Notifications and Staff Alerts:**

- **Timely Staff Alerts:** The system must alert staff when manual handling of paper-based submissions is required, ensuring timely completion of compliance tasks.
- **Event-Based Notifications:** Notifications should be generated for significant events, such as upcoming compliance deadlines or missing exemption documentation, to prompt timely staff action.

#### **5. Staff Dashboard and Administrative Interface**

The Staff Dashboard and Administrative Interface will serve as the centralized hub for State Bar staff to manage all provider and attorney compliance-related tasks, processes, and workflows. It must offer seamless integration with all modules of the MCLE Management System, providing staff with the tools they need for efficient monitoring, task management, compliance enforcement, and reporting.

##### **Key Functionalities:**

##### **1. Centralized Task Management:**

- The dashboard must offer a unified interface for staff to manage all MCLE-related tasks, including reviewing, processing, and managing MCLE provider applications, attorney compliance records, MCLE credit requests, exemption and modification requests, attendance record audits, and paper-based compliance reports from attorneys exempt under Rule 9.9.

##### **2. Real-Time Reporting and Metrics:**

- Display key real-time metrics and customizable dashboards to assist staff in decision making, including:
  - Processing times for provider applications.
  - Compliance rates and audit selection status across attorney reporting groups.
  - Volumes of outstanding credit requests, audit submissions, exemption/modification requests, and provider applications.
  - Tracking of exemption and modification request volumes,

processing times, and outcomes.

- Paper-based compliance submissions and payments from attorneys exempt from Rule 9.9.
- Staff assignments, workload distribution, and task completion status.
- Provide robust reporting and analytics tools to generate custom reports on:
  - Provider application data (e.g., volume across all application types, processing times).
  - Attorney compliance metrics, credit request volumes, audit outcomes, and trends in compliance violations.
  - Paper-based submissions and manual input from exempt attorneys.
- Ensure reports are exportable in various formats (e.g., Excel, PDF, CSV) and include visualizations to support data analysis and strategic decision-making.

### **3. Automated Workflows:**

- Automate workflows for provider application reviews, MCLE credit request approvals, audit selection and management, noncompliance notifications, fee assessments, and paper-based compliance submissions.
- Workflows must ensure that tasks are routed to the appropriate staff members and flagged for timely action, with automated task assignments based on predefined rules.

### **4. Manual Adjustments and Issue Resolution:**

- Allow staff to manually override system-generated results or adjust records, including adjusting MCLE credits, resolving flagged issues, approving exemptions, inputting paper-based submissions, and scanning/uploading submissions to provider/attorney profiles.
- Provide functionality for staff to document notes under attorney and provider records for tracking key updates and decisions, ensuring these notes are accessible and integrated into compliance and application workflows.

### **5. Audit Management:**

- Provide tools for staff to manage the audit process, track audit submissions in real-time, review documentation, generate audit reports, and notify attorneys of audit results or additional documentation requests.

### **6. Role-Based Access and Permissions:**

- Include role-based access controls to assign different permissions based on user roles, allowing administrators to customize permissions to ensure staff only access relevant tasks and data.

**7. Automated Notifications and Alerts:**

- Send automated alerts to staff for key triggers, such as pending reviews, flagged records, and upcoming audits or incomplete audit submissions. Alerts should ensure timely processing and verification.

**8. Integration with all MCLE Management System Modules:**

- Ensure seamless integration with the Provider Management, MCLE Compliance and Audit Management, and MCLE Credit Request modules, so that updates (e.g., credit approvals, compliance status changes, audit decisions) reflect accurately and consistently across the system.
- Integrate with payment processing systems for manual inputs of paper-based payments received from attorneys exempt from Rule 9.9.

**9. Manual Overrides for Exceptional Cases:**

- Enable staff to make manual adjustments for cases requiring special handling, such as modifying credit allocations or resolving system errors.

**10. Integration with Payment Systems:**

- Integrate with third-party payment systems to track and reconcile payment status for MCLE credit requests, provider applications, and other financial transactions.
- Allow staff to manually input and reconcile payment records for checks and credit card authorization forms received by mail from attorneys exempt from Rule 9.9.

**11. Compliance Case Management:**

- Provide tools for staff to manage noncompliance cases, including managing late fees, reinstatement processes, and suspension workflows.
- Generate paper notices for mailing by staff to attorneys exempt from Rule 9.9, notifying them of noncompliance or audit selection as required by communication restrictions.

**6. Attorney Dashboard and Self-Service Portal**

The Attorney Dashboard and Self-Service Portal will serve as a centralized hub for attorneys to efficiently manage their MCLE-related tasks, including compliance tracking, credit requests, exemption or modification submissions, and document uploads. The portal must integrate seamlessly with other MCLE Management System modules to ensure real-time updates and accurate records.

**Key Functionalities:**

**1. Centralized Compliance Management:**

- Provide a dashboard displaying each attorney's MCLE credit history, current compliance status, and upcoming reporting deadlines.
- Display a breakdown of credits earned by type (e.g., general, specialty,

New Attorney Training, subfield) and participation type (e.g., participatory vs. self-study).

**2. Credit Submission and Tracking:**

- Enable attorneys to submit MCLE credit requests for non-pre-approved activities, with the option to upload required supporting documentation (e.g., self-study, specialty credit, and approved jurisdiction).
- Allow real-time tracking of credit request statuses from submission through to approval or denial, with auto-save functionality for draft requests.

**3. Self-Study Activity Input:**

- Provide tools for attorneys to log and track self-study activities, adhering to self-study limitations (e.g., 12.5 hours for general, 18 hours for specialty).
- Ensure real-time validation to alert attorneys if they exceed self-study limits.

**4. Document Upload and Management:**

- Enable attorneys to upload necessary documents for credit requests, exemption/modification requests, compliance verification, and audits.
- Validate document uploads to ensure compliance with submission requirements before finalizing submissions.

**5. Automated Notifications and Alerts:**

- Implement automated alerts for approaching deadlines, incomplete submissions, audit selections, and other important actions.
- Notifications should be available through multiple channels, including email and dashboard alerts, with support for paper-based notifications for attorneys exempt under Rule 9.9.

**6. Exemptions and Modifications Management:**

- Enable attorneys to submit and track exemption or modification requests (e.g., medical, financial hardship), along with supporting documentation.
- Provide real-time updates on the status of requests and allow paper-based submissions for attorneys exempt under Rule 9.9.

**7. Audit Documentation Submission and Tracking:**

- Facilitate submission and tracking of required documentation for attorneys selected for audit.
- Notify attorneys of additional documentation requirements and support manual data input for paper submissions from attorneys exempt under Rule 9.9.

**8. Credit History and Compliance Reporting:**

- Display a comprehensive credit history, including credits earned and remaining requirements to meet compliance.
- Enable attorneys to generate on-demand reports of their compliance status for personal use or submission to third parties.

#### **9. Payment Processing:**

- Enable attorneys to pay fees associated with credit requests, modification requests, and other charges securely through the system.
- Integrate seamlessly with MSBP for late fees and other fees currently processed through MSBP, ensuring that attorneys experience a unified and streamlined payment workflow.
- Generate automated receipts and payment confirmations and allow staff to manually record mailed payment, including those for Rule 9.9 exemptions, to ensure accurate recordkeeping and integration with the MCLE Management System.

#### **Integration with My State Bar Profile (MSBP):**

- Integrate with MSBP to support Single Sign-On (SSO) and provide real-time MCLE compliance status updates.
- Ensure that data from the new application, including compliance information and fees assessed, is reflected in real-time within MSBP to maintain a unified user experience for attorneys.
- Vendors are encouraged to evaluate the current process and propose streamlined solutions to enhance integration, efficiency and user experience.

#### **10. Access to Standardized Forms and Templates:**

- Offer downloadable forms and templates, such as attendance records, evaluation forms, and certificates, providing attorneys with standardized compliance resources.

### **7. User Interfaces and Accessibility**

The system must provide responsive, intuitive interfaces for providers, attorneys, and staff to facilitate interaction with the MCLE Management System. Key requirements include:

- 1. User-Friendly Design:** Implement a streamlined design with self-service functionality for ease of use across provider, attorney, and staff portals.
- 2. Accessibility Compliance:** Ensure full compliance with Web Content Accessibility Guidelines (WCAG) 2.2 for user interfaces, supporting accessibility across devices and diverse user needs.
- 3. Device Compatibility:** The system must be fully compatible with all major devices (desktop, tablet, mobile) and web browsers, providing consistent functionality and user experience.
- 4. Mobile Optimization:** Prioritize mobile compatibility to support attorneys and providers in managing MCLE requirements on-the-go, including responsive

layouts and navigation tailored to smaller screens.

## 8. Security and Compliance

The MCLE Management System must prioritize security and compliance to protect sensitive data, support regulatory standards, and ensure secure access for users across all levels. This includes implementing robust access controls, data encryption, and comprehensive compliance measures.

1. **Role-Based Access Controls (RBAC):** Implement RBAC and two-factor authentication (2FA) for all user levels to ensure only authorized users can access critical system components.
2. **OAuth2 Standard for Authentication:** Use OAuth2 as the standard for authentication and identity verification, ensuring secure user authentication across all components of the system.
3. **Active Directory Integration:** For internal State Bar users, integrate with Active Directory (AD) to enable centralized authentication and identity management, ensuring seamless and secure access for State Bar staff.
4. **Compliance with CCPA and PCI DSS:** The system must comply with the California Consumer Privacy Act (CCPA) and Payment Card Industry Data Security Standard (PCI DSS), ensuring data privacy and protection for all users.
5. **Data Encryption:** Sensitive data, such as Personally Identifiable Information (PII), will be protected through encryption, masking, or redaction, both at rest and in transit, to safeguard against unauthorized access.
6. **Virus Scanning for Document Uploads:** Any documents uploaded via the public portal (such as providers or attorneys) must undergo virus scanning to prevent potential security threats from malicious files. Implement automated virus scanning tools that are integrated with the document upload process to maintain a secure environment.
7. **Vulnerability Assessment and Audits:** Conduct regular vulnerability assessments and third-party security audits to identify and mitigate potential risks.
8. **WCAG 2.2 Compliance:** Ensure that the system meets Web Content Accessibility Guidelines (WCAG) 2.2 standards to ensure accessibility for all users.
9. **Disaster Recovery Plan:** Provide a detailed disaster recovery plan, including Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs), to minimize downtime and data loss in case of system failure or breach.
10. **Security Audit Trail:** The system will provide a full security audit trail, recording user activity, changes to data, and infrastructure access, ensuring transparency and accountability.
11. **Data Retention and Disposal:** The system must support a comprehensive data retention and disposal policy that aligns with the State Bar's legal, regulatory, and operational requirements. Key requirements include:
  - **Automated Retention Management:** Implement automated

retention rules that conform with State Bar’s retention policies, ensuring records are retained and disposed of according to specified timelines for each record type.

- **Scheduled Disposal and Archiving:** Enable scheduled disposal or archiving of records based on retention criteria set by the State Bar, with safeguards to prevent premature deletion.
- **Audit Trails and Reporting:** Provide detailed audit trails for retention and disposal actions, allowing State Bar staff to monitor compliance and generate reports on retention status as needed.

## 9. System Integration and Data Migration

The MCLE Management System must integrate seamlessly with existing State Bar systems and support complete, accurate migration of historical data from legacy platforms. This section outlines the integration requirements, migration protocols, and data validation measures to ensure continuity and data integrity across systems.

### 1. Integration Requirements:

- **Core System Integrations:** The system must integrate with the following platforms, supporting either real-time or scheduled data synchronization as specified:
  - **My State Bar Profile (MSBP):** Ensure compatibility for real-time updates to attorney profiles.
  - **Attorney Database (AS400):** Enable seamless data exchange to reflect compliance status, exemptions, and relevant attorney data.
  - **Third-Party Payment Systems:** Process and record application and late fees, maintaining secure data handling standards.
  - **LMS Platform for New Attorney Training and MCLE Credits:**
    - **Credit Transfer:** Sync completion data for all e-learning courses taken by attorneys, including the NAT and other MCLE courses, in real time via API or periodic batch processing.
    - **Credit Differentiation:** Accurately categorize and validate credit types (e.g., general, specialty).
    - **Error Handling and Notifications:** Provide automated error logging and notifications for data discrepancies.
  - **State Bar Public Website:**
    - Display real-time information on active MAP providers.
    - Support public search functionality with criteria for provider name, number, office location, and specialty area.
- **Application Programming Interface Integration:** To support seamless, real-time connectivity between the MCLE Management System and external platforms, API integration requirements include:

- **Secure Protocols:** Implement secure API protocols (e.g., OAuth2, TLS) compliant with industry standards, ensuring encryption and data protection during transfers.
- **Integration Testing:** Conduct comprehensive testing of API endpoints to confirm functionality, real-time data exchange, and stability, particularly with MSBP and third-party payment systems.
- **API Dependency Management:** Clearly outline dependencies and document API compatibility requirements for ongoing functionality with external systems, reducing risk of integration issues.
- **Real-Time Monitoring and Error Handling:** Provide monitoring tools and error logging capabilities to identify connectivity issues and send automated notifications to designated personnel when issues arise.
- **Comprehensive Logging:** Include logging of all application interactions, user actions, and API requests/responses to support monitoring, debugging, and compliance auditing. Requirements include:
  - **Event Logging:** Capture key system events, including user authentication, access to sensitive data, and configuration changes.
  - **Error Logging:** Record all errors and exceptions, not limited to OCR/AI processes, to allow for timely issue resolution.
  - **Audit Logs:** Maintain audit trails of user activity and data changes, ensuring compliance with regulatory and operation requirements.
  - **Log Retention and Access:** Define log retention policies and access controls, ensuring logs are securely archived and can be retrieved for audit or compliance purposes.
- **Integration Testing and Validation:** To verify the integrity and performance of integrations, the vendor must:
  - Conduct comprehensive integration testing, covering all interfaces and data flows.
  - Confirm real-time and scheduled data exchange functionality.
  - Validate API compatibility and dependency handling.
  - Monitor performance metrics, documenting findings.
  - Test public provider search accuracy and timely display of provider status updates.
  - Implement automated testing tools or processes for continuous validation across integration points to ensure



ngoing accuracy and functionality.

- **Testing and Lower Environments:** The vendor must provide detailed specifications and setup for the following environments to support development, testing, and validation processes:
  - **Development Environment:** A controlled environment for initial code development, where the vendor can conduct unit and integration testing independently.
  - **Testing/Quality Assurance (QA) Environment:** A separate, isolated environment to replicate the production setup for integration testing, functional testing, and user acceptance testing (UAT)
  - **Pre-Production Environment:** A staging environment that mirrors the production system to allow final testing and validation before go-live, minimizing the risk of issues during deployment.
  - **Environment Management:** The vendor must document the setup, configuration, and maintenance procedures for each environment, including version control, data migration protocols, and any limitations.
  - **Access and Permissions:** Ensure that designated State Bar staff and vendors have the necessary access to these environments for collaborative testing and issue resolution.

## 2. Data Migration:

The MCLE Management System requires a precise and secure migration process to transition data from AS400, Provider Information Management System (PIMS), SharePoint, and other legacy systems with minimal downtime and high data integrity.

- **Pre-Migration Planning:** Detailed planning must precede the migration to safeguard data accuracy and functionality:
  - **Dedicated Migration Environment:** Establish a secure, dedicated environment specifically for migration activities, allowing data transfer, testing, and validation processes to occur independently of the production environment. This environment will enable comprehensive testing, troubleshooting, and validation to ensure accuracy and minimize risk.
  - **Data Mapping Strategy:** Develop a data mapping strategy aligned with the MCLE Management System's schema, ensuring all legacy data fields are properly mapped to the new system.
  - **Validation Protocols:** Establish validation protocols for verifying data accuracy at each migration stage, identifying discrepancies early for correction.
  - **System Dependencies Identification:** Identify system

dependencies that may impact the migration scope, timing, or functionality, ensuring all relevant factors are addressed.

- **Migration Execution:** During migration, the vendor must:
  - **Data Transfer and Accuracy:** Transfer data from legacy systems (e.g., AS400, PIMS, SharePoint) into the dedicated migration environment, ensuring a minimum 99.9% accuracy.
  - **Comprehensive Backup:** Complete full data backups before migration to safeguard against data loss and ensure recovery options.
  - **Downtime Minimization:** Minimize operational downtime by performing critical migration tasks during low-usage periods to reduce disruption.
  - **Fallback Strategy:** Implement a fallback strategy within the dedicated migration environment for rapid data restoration in case of issues.
  - **Documentation and Training:** Provide documentation covering the entire data migration process, including data mapping, validation steps, and backup procedures. The vendor will also conduct training sessions for State Bar staff to ensure they are prepared to monitor, validate, and troubleshoot post-migration data as needed.
- **Migration Validation:** Post-migration audits and validation will confirm data accuracy and system functionality:
  - **Pre-and Post-Migration Audits:** Conduct audits before and after migration to ensure complete data transfer.
  - **Data Accessibility and Integrity Checks:** Verify data accessibility and integrity within the new system, confirming that records are accurate and complete.
  - **Functionality Validation:** Validate functionality, ensuring all data-driven operations work as expected in the new system.
  - **Documentation and Migration Outcomes:** Document migration results, including any deviations from expected performance, as part of the migration closure report.

### 3. Ongoing Requirements:

- **Real-Time Synchronization:** Establish real-time data synchronization across systems, particularly for compliance tracking, audit functions, and attorney status updates.
- **Data Backup and Validation:** Maintain a comprehensive backup of migrated data. Conduct ongoing validation to confirm accessibility, accuracy, and system integrity.
- **Fallback Strategy and Downtime Minimization:** Develop contingency plans for restoring data in case of migration issues, and design migration activities to limit operational interruptions.

- **Data Mapping and System Alignment:** Ensure precise mapping of legacy data fields to the new system structure, preserving data accuracy.
- **Audit Collaboration:** Work closely with the State Bar IT team to perform pre-migration and post-migration audits, ensuring a complete and accurate data transfer.
- **Annual Audit Cycles:** Conduct regular annual audit cycles for data integrity checks to maintain long-term data accuracy and reliability.

## 10. Cross-Module Functionalities

The MCLE Management System must provide a seamless and unified experience across all modules, enabling State Bar staff, providers, and attorneys to efficiently manage MCLE-related tasks. By integrating shared system-wide tools such as OCR and AI-Based Document Processing, centralized reporting, and responsive design, the system will ensure consistency, accuracy, and scalability.

The Cross-Module functionalities are meant to streamline workflows, enhance user experiences, and support compatibility across multiple devices and platforms, ensuring that the system can adapt to evolving needs and future enhancements.

### Key Functionalities:

#### 1. User Interfaces and Experience

- **Intuitive Interfaces:** Design user interfaces that are straightforward and accessible for all user types, including State Bar staff, providers, and attorneys. Interfaces must prioritize ease of navigation and efficiency in completing key tasks.
- **Responsive Design:** Ensure all interfaces are compatible with various devices and browsers, including HTML5, Android, and iOS platforms, supporting responsive web design to enhance accessibility on mobile and desktop devices.
- **State Bar Branding for Public Portal:** The public-facing portal must adhere to the State Bar's official layout and style guidelines to maintain a consistent user experience across State Bar platforms. This includes integration with existing color schemes, typography, logos, and other UI components as specified by the State Bar's design standards. The vendor will work with the State Bar to ensure alignment with these guidelines.

#### 2. OCR and AI-Based Document Processing (System-Wide Functionality)

The OCR and AI-Based Document Processing tools will streamline document handling, improve data accuracy, and reduce manual intervention across all modules. These tools will integrate seamlessly with module-specific workflows, ensuring consistent data extraction, validation, and archival across the MCLE Management System.

#### Core Features

- **Document Scanning and Extraction:**
  - OCR will extract key data fields (e.g., attorney bar numbers, activity details, credit types, and provider information) from scanned or uploaded documents.

- Automatically process scanned mail-in submissions (e.g., provider applications, compliance cards) to ensure seamless integration with relevant module workflows.
- **Validation and Error Handling:**
  - AI-based tools will validate extracted data against compliance requirements, flag discrepancies or incomplete information, and generate automated alerts for resolution.
  - Provide centralized validation interfaces for staff to review, correct, and finalize extracted data to ensure accuracy across modules.
- **Automated Field Population:**
  - Populate system fields automatically with OCR-extracted data, minimizing manual entry while maintaining consistency across all modules.

#### **Cross-Module Integration**

- **Provider and Application Management Module:**
  - Process scanned and mailed provider applications using OCR to extract provider information, payment details, and activity data.
  - Validate extracted data and link it to provider profiles for seamless record management.
  - Streamline manual review workflows for flagged discrepancies.
- **MCLE Compliance and Audit Management Module:**
  - Handle compliance documentation and audit-related submissions by extracting compliance data for real-time tracking and validation.
  - Automate workflows for document verification, ensuring accuracy and consistency in compliance tackling and audit management.
- **MCLE Credit Request Module:**
  - Extract and validate supporting documentation for attorney submitted credit requests, flagging discrepancies and updating attorney profiles in real time.
- **Management of Paper-Based Compliance and Exemptions:**
  - Process scanned forms, compliance cards, and other paper-based submissions, automating the extraction and validation of critical data fields.

#### **Error Handling and Logging**

- **Real-Time Error Handling:** Implement robust error-handling and logging mechanisms to capture any OCR/AI processing issues in real-time, allowing staff to monitor and address issues efficiently.
- **Automated Alerts:** Generate automatic notifications for:

- Data discrepancies (e.g., mismatched bar numbers or missing credits).
- Incomplete submissions.
- Processing failures.
- **Integrated Workflows:** Embed error-handling workflows directly into modules, ensuring seamless resolution of flagged items.

#### **Data Privacy and Compliance**

- **PII Protection:** Ensure OCR and AI tools comply with data protection regulations, including the California Consumer Privacy Act (CCPA), and maintain strict encryption standards for data both in transit and at rest.
- **Data Security:** Protect sensitive attorney and provider information processed by OCR and AI technologies.

#### **Machine Learning Feedback**

- **Continuous Improvement:** Implement machine learning capabilities to refine OCR and AI accuracy based on staff corrections and feedback.
- **Future Adaptability:** Ensure scalability for future enhancements, increased processing volumes, application and user base, and evolving compliance requirements.

#### **Scalability and System-Wide Reporting:**

- **System Scalability:**
  - Design OCR and AI tools to accommodate increasing volumes, future system enhancement, and evolving requirements.

### **3. Unified Reporting and Analytics**

- Provide system-wide reporting tools to track OCR processing efficiency, error resolution rates, and data validation accuracy.
- Enable State Bar staff to generate reports across modules to identify trends, bottlenecks, and areas for process optimization.

## **11. Reporting and Analytics**

The system must provide robust reporting and analytics tools to support the State Bar's compliance monitoring, audit processes, and strategic decision-making.

- 1. Customizable Dashboards:** Offer customizable dashboards for State Bar staff to track provider applications, MCLE compliance, audit progress, and other critical metrics.
- 2. Real-Time Reporting:** Implement real-time reporting capabilities to provide instant insights into trends and areas needing improvement. Standard reports must generate in less than 30 seconds to ensure responsiveness.
- 3. Multiple Export Formats:** Allow reports to be exported in various formats (e.g., Excel, PDF, CSV) to accommodate different reporting requirements.
- 4. Advanced Data Analytics:** Enable data analytics capabilities to assess patterns

in compliance, audit outcomes, and provider performance. Insights from analytics should inform decision-making and support strategic planning.

5. **Trend Identification:** Identify trends in MCLE compliance and audit results, enabling the State Bar to pinpoint areas for improvement in its processes and provider interactions.
6. **Real-Time Dashboards:** Provide real-time dashboards that offer clear, actionable insights into provider performance, attorney compliance trends, and audit metrics.

## 12. Scalability and Performance

To ensure the MCLE Management System's reliability and accommodate future growth, the system must meet the following performance and scalability standards:

1. **Scalability:** Design the system architecture to support a growing user base and potential new functionalities, allowing future enhancements, such as additional fee management features, without impacting performance.
2. **Uptime:** Maintain a 99.9% uptime during business hours, ensuring minimal disruptions to services and continuous availability for users.
3. **Page Load Times:** Ensure all standard operations, including searches, navigation, and data updates, have a maximum load time of 3 seconds, even during peak usage periods.
4. **Performance Monitoring and Alerts:** Provide integrated performance monitoring tools to track system health continuously and offer real-time alerts for any service degradation, enabling prompt issue resolution.

## 13. Metrics and Key Performance Indicators (KPIs)

The MCLE Management System's performance and success will be measured against the following KPIs to ensure it meets the State Bar's operational needs and quality standards:

1. **System Uptime:** Achieve and maintain a minimum uptime of 99.9% during business hours to support uninterrupted user access.
2. **Page Load Time:** Ensure page load times for standard operations are under 3 seconds, even during peak usage, to facilitate efficient workflows.
3. **Data Migration Accuracy:** Attain 99.9% accuracy in migrated data, with built-in validation mechanisms to verify data integrity post-migration.
4. **Audit Processing Efficiency:** Reduce MCLE audit processing time by 30%, streamlining the workflow for improved compliance tracking.
5. **User Satisfaction:** Achieve a minimum satisfaction score of 85% across all user groups (attorneys, providers, State Bar staff) to confirm the system meets user needs.
6. **Support Ticket Resolution:** Ensure that 95% of support tickets are resolved within the agreed-upon SLA timeframes, providing timely assistance to users.

## 14. Management and Risk Mitigation

The vendor must implement a comprehensive risk management strategy to ensure the successful delivery, operation, and maintenance of the MCLE Management System. This strategy must include proactive planning, monitoring, and response measures to address potential risks throughout the project lifecycle.

## 1. Risk Mitigation Strategy

- **Change Management Process:**
  - **Change Request and Approval Workflows:** Establish a formalized change request process to manage any adjustments to the project scope, timeline, or system functionalities. All change requests must be documented, evaluated, and approved by the State Bar to prevent unplanned disruptions.
  - **Impact Assessment:** Conduct an impact assessment for each change request to evaluate potential effects on project milestones, resources, and budget. This ensures that any approved changes are viable and align with project objectives.
  - **Communication Plan:** Develop a communication strategy for all stakeholders to promptly share approved changes, clarify responsibilities, and provide transparency.
  - **Version Control and Documentation:** Implement version control to track all approved modifications, ensuring that system documentation remains up-to-date and accessible to the project team and State Bar staff.
- **Proactive Contingency Planning:**
  - Identify and prepare contingencies to mitigate risks, such as system integration or migration errors before they affect system performance.
- **Continuous Monitoring:**
  - Implement ongoing monitoring of potential risks to provide early detection and management of issues.
- **Regular Risk Review Meetings:**
  - Conduct scheduled risk reviews with the State Bar team to discuss any new risks, adjust resources, or update project timelines as needed.

## 2. Specific Risk Management Areas

- **Data Migration Risks:** Identify and address data migration risks, including data corruption or loss, by implementing fallback and backup plans during migration from legacy systems.
- **System Integration Risks:** Prepare mitigation strategies for integration challenges with My State Bar Profile (MSBP), third-party payment systems, and other external platforms.
- **Technical Failures:** Develop response plans for potential technical issues, such as server downtime, system crashes, or data breaches, to

maintain system reliability.

- **Testing and QA Risks:** Address risks related to system testing, such as functionality gaps or security vulnerabilities, to ensure issues are resolved before launch.

## **15. Milestones and Delivery Timeline**

The following key milestones are identified for system delivery, ensuring progress is tracked, potential issues are addressed early, and expectations are aligned between the State Bar and the vendor:

### **1. Requirement Gathering and Approval:**

- Within the first two weeks of project initiation, the vendor must conduct a detailed requirements-gathering process, collaborating closely with relevant State Bar stakeholders. This phase will include workshops, interviews, and reviews of existing documentation to ensure all functional, technical, and business requirements are fully captured.
- The vendor will compile these requirements into a Requirements Specification Document, which will include detailed descriptions of each system component's expected functionality, integration points, and performance criteria.
- The State Bar must review and formally approve this document, marking the official baseline for system development. Approval must be obtained before moving to the next project phase.

### **2. Project Initiation and Detailed Plan Approval:**

- Within two weeks of requirements approval, the vendor must submit a comprehensive project plan, including timelines for each phase of implementation, resource allocation, and stakeholder check-in schedules.

### **3. Design and Architecture Approval:**

- The design phase must be completed and approved by the State Bar within four weeks of project initiation. The vendor will provide detailed design documentation, including system architecture and integration points, for review and approval.

### **4. Core System Development:**

- The development of core components (Provider Management, Audit Management, MCLE Credit Request and Tracking, Application Management, etc.) will be completed within twelve weeks. Bi-weekly stakeholder check-ins will assess milestone progress and address any emerging challenges.

### **5. Data Migration and Integration:**

- Data migration from legacy systems and integration with existing platforms, including My State Bar Profile (MSBP), will be completed within six weeks following system development. A contingency period



of one week may be added to accommodate unexpected adjustments.

**6. User Acceptance Testing (UAT):**

- UAT will be conducted with State Bar staff and select MCLE providers within four weeks of system development, focusing on functional, usability, and business requirements.

**7. Staff Training and Documentation Delivery:**

- Training and knowledge transfer deliverables, as detailed under the Vendor Responsibilities section, will be included in this milestone. Comprehensive training materials (e.g., instructional videos, self-guided resources, webinars, FAQs) and user guides for State Bar staff and MCLE providers will be delivered within two weeks of UAT completion. The vendor will provide documentation detailing each component’s functionality for reference during the training.

**8. Training Simulation:**

- The vendor will conduct a hands-on training simulation for staff within one week of training completion. This simulation will allow State Bar staff to practice key system functions in a controlled environment, as outlined in Vendor Responsibilities.

**9. Formal Sign-Off Process:**

- A formal sign-off process will occur at the end of each phase, with milestone completion reports summarizing work completed, challenges encountered, and any adjustments needed for subsequent phases.

**10. System Go-Live:**

- The system will go live within two weeks following UAT completion, or by no later than **October 1, 2025**. This phase will involve final system deployment, real-time monitoring, and a “go-live” assessment by the State Bar to verify functionality.

**11. Post-Implementation Support and Optimization Period:**

- The vendor will provide six months of post-launch support, including troubleshooting, system monitoring, and necessary updates. Upon completing this period, a formal review of system performance and stability will be conducted, ensuring all acceptance criteria have been met.

**16. Acceptance Criteria and Final Delivery**

The MCLE Management System will be accepted upon the successful completion of all specified milestones, testing requirements, and performance metrics, ensuring the system fully meets the project’s functional, security, and usability standards.

**Acceptance Criteria**

**1. Milestone Completion:**

- Each project milestone must be fully completed, tested, and approved by the State Bar, with documented confirmation of deliverables and

any identified issues resolved in alignment with the project timeline.

**2. Testing and Validation:**

- **The system** must pass all testing phases, including but not limited to unit testing, integration testing, User Acceptance Testing (UAT), and performance testing. Critical issues identified during testing must be resolved prior to final acceptance.
- System performance metrics, including response time, data accuracy, and uptime, must meet or exceed standards outlined in the project requirements.

**3. Documentation and Training Completion:**

- All training materials, system documentation, and user guides must be delivered, reviewed, and accepted by the State Bar. Knowledge transfer sessions with the State Bar IT team must be completed to enable self-sufficiency in system maintenance.

**4. Security and Compliance Verification:**

- The system must pass a security audit, demonstrating compliance with data protection regulations (e.g., CCPA) and security best practices. Accessibility audits must verify compliance with WCAG 2.2 standards, ensuring the system is usable for all stakeholders. Any identified vulnerabilities must be remediated prior to acceptance.

**5. Data Migration and Integration Validation:**

- All data migrated from legacy systems must be validated for accuracy and completeness. Integration points with external systems (e.g., MSBP, AS400) must be operational and meet performance requirements.

**6. Final Delivery and Stability Period:**

- Upon completion of the final acceptance criteria, the system will enter a 30-day stability period, during which the system must demonstrate stable performance without critical issues.
- Any critical issues identified during this period must be resolved by the vendor at no additional cost. Following the stability period, the State Bar will confirm full acceptance of the MCLE Management System.

**17. Service Level Agreement (SLA)**

The vendor must adhere to the following SLAs for issue response and resolution, ensuring minimal disruption to the MCLE Management System’s functionality and security:

- 1. Critical Issues:** Issues causing complete system failure, major security breaches, or severely impacting core functionality, availability, or security.
  - **Response Time:** Within 1 hour
  - **Resolution Time:** Within 24 hours
- 2. High Severity:** Issues significantly impacting usability or performance without

causing a full outage.

- **Response Time:** Within 2 hours
  - **Resolution Time:** Within 48 hours
- 3. Medium Severity:** Issues with a moderate impact on functionality that do not hinder core operations.
- **Response Time:** Within 4 hours
  - **Resolution Time:** Within 5 business days
- 4. Low Severity:** Minor issues causing minimal disruption, often related to cosmetic elements or aesthetic inconsistencies.
- **Response Time:** Within 1 business day
  - **Resolution Time:** Within 10 business days
- 5. Reporting and Escalation Procedures:**
- **Issue Reporting:** All issues must be documented and submitted through the vendor's support portal, including details on the nature, severity, and impact.
  - **Escalation:** If a Critical Issue is unresolved within the specified timeframe, the issue will escalate to senior support management with notification to the State Bar's designated contact.

## **18. Testing, Quality Assurance (QA), and Quality Control**

To validate the MCLE Management System's functionality, security, and usability, the vendor must conduct comprehensive testing and quality control measures, encompassing the following procedures:

- 1. Unit Testing:** Verify that individual components perform correctly, ensuring each module functions independently without errors.
- 2. Integration Testing:** Conduct thorough integration testing to confirm seamless interaction between modules and external systems, including My State Bar Profile (MSBP), Admissions Applicant Portal, LMS platform, and third-party payment systems.
  - **API Testing:** Ensure reliable, secure communication with external platforms and verify all API endpoints function as expected under typical and high-load conditions.
- 3. User Acceptance Testing (UAT):** Engage selected State Bar staff and MCLE providers in UAT to ensure the system meets all functional, usability, and business requirements.
- 4. Stress Testing:** Perform stress testing to validate the system's performance and resilience under peak loads and high-traffic scenarios, ensuring scalability.
  - **Perform Benchmarks:** Set measurable performance goals, such as maintaining a page load time of less than 3 seconds and uptime of 99.9% during business hours.
- 5. Security Testing:** Conduct regular security audits, including vulnerability scans and penetration testing, to confirm compliance with the California Consumer

Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI DSS), and other applicable regulations.

- **Vulnerability Scanning:** Regularly assess the system to identify and address potential security weaknesses before they impact operations.
- 6. Automated Testing Strategy:** Implement an automated testing strategy to reduce manual intervention, ensuring continuous quality assurance throughout the development lifecycle.
- **Automated Regression Testing:** Incorporate automated regression testing to confirm that new updates and changes do not impact existing functionality, supporting long-term system stability.

#### **D. Project Phases and Timeline**

The project will be implemented in the following phases, each with corresponding deliverables:

- 1. Discovery Phase (Weeks 1-3):** Vendor collaborates closely with the State Bar to confirm project requirements, analyze the existing systems (PIMS, AS400, SharePoint), and identify any dependencies.
  - 2. Design and Architecture Phase (Weeks 4-6):** Vendor delivers detailed system design specifications, including wireframes, data flow diagrams, and architecture proposals for State Bar review and approval.
  - 3. Development Phase (Weeks 7-15):** Vendor develops and configures core modules, including Provider Management, Compliance and Audit Management, Credit Request Tracking, and Reporting, ensuring that each aligns with MCLE requirements.
  - 4. Data Migration and Integration: (Weeks 16-21):** Vendor migrates historical data from legacy systems (PIMS, AS400, SharePoint) and integrates with My State Bar Profile (MSBP), e-learning platforms, and third-party payment systems, completing comprehensive testing for data integrity.
  - 5. Testing and User Acceptance (UAT) (Weeks 22-25):** Conducts unit testing, integration testing, and User Acceptance Testing (UAT) with a selected group of State Bar users, addressing identified issues and ensuring system functionality meets agreed-upon standards.
- Go-Live and Post-Implementation Support (Weeks 26-30):** Vendor delivers initial training sessions and simulated training environments to ensure familiarity with workflows and system features, as outlined in Vendor Responsibilities. These sessions will be tailored for State Bar staff, attorneys, and providers to ensure seamless user adoption. Additional post-implementation support includes troubleshooting, refining system features based on feedback, and providing follow-up training materials to reinforce user knowledge.

#### **E. Key Requirements of Bidder**

The successful bidder must meet the following specific qualifications to ensure the delivery of a robust and compliant MCLE Management System:

**Objective:**

To secure a vendor with the specialized experience, technical proficiency, and project management skills required to deliver an effective and secure MCLE Management System in alignment with the State Bar’s standards and statutory obligations.

- 1. Experience and Qualifications:**

- Demonstrated experience in developing and implementing systems for legal or professional organizations, particularly with MCLE or compliance management systems.
- A minimum of 5 years' experience in developing complex web-based systems with a preference for cloud-based infrastructure expertise.
- Proven track record of successful data migration from legacy systems with sensitive and high-volume data.

**2. Technical Capabilities:**

- Ability to design, develop, and implement a comprehensive MCLE Management System that is scalable, user-friendly, and meets all functional and technical requirements in the project scope.
- Specific expertise in OCR and AI-based document processing, data extraction, automated validation, and secure API integration to facilitate seamless data exchange.
- Experience in developing secure, cloud-based solutions, with scalability and advanced integration experience across third-party systems and advanced data security practices.

**3. Project Management and Support:**

- Expertise in project management methodologies (e.g., Agile, Waterfall) and demonstrated capacity for managing complex, multi-phase projects with adaptive timelines and transparent reporting.
- Capacity to provide comprehensive training and documentation for State Bar staff, MCLE providers, and attorneys, ensuring ease of use and system adoption.
- Proven experience in change management to support a smooth transition for new and existing users, including specific approaches to user adoption.

**4. Testing and Quality Assurance (QA):**

- Inclusion of QA resources experienced with integrated, multi-module systems.
- A robust testing plan covering unit, integration, UAT, and regression testing cycles, with issue resolution tracking to maintain system stability.

**5. Project Timeline and Deliverables:**

- Demonstrated ability to develop a clear project timeline with phases, milestones, and deliverables aligned to requirements in the project scope.
- Ability to outline contingency measures and processes for realigning timelines if delays occur.

**6. Data Migration and Integration Approach:**

- Detailed experience in secure, accurate data migration, with a focus on mapping, cleaning, and validating legacy data.
- Proven strategy for legacy system integration, including real-time data transfer

capabilities, and expertise in maintaining data accuracy during migration.

**7. Change Management and Training Programs:**

- The vendor must demonstrate experience in change management and training programs as outlined under Vendor Responsibilities. This includes the ability to deliver role-specific training, develop tailored materials for State Bar staff, attorneys, and providers, and provide post-launch support to ensure smooth user adoption.

**8. Compliance and Security Expertise:**

- Demonstrated knowledge of relevant data protection regulations (e.g., CCPA) and proven experience in implementing systems that comply with accessibility standards (e.g., WCAG 2.2) and other security best practices.

**9. Service Level Agreement (SLAs):**

- Sample SLAs demonstrating system uptime, response time for support requests, and issue resolution times, with performance guarantees to ensure system reliability.

**10. Team Composition:**

- A Clear team model with dedicated resources for project phases, specifying roles, seniority, and allocation percentages, along with resumes for key personnel.

**11. Pricing Structure:**

- Detailed fee structure with monthly fixed fees for support services and discounted hourly rates for additional support, with options for basic and enhanced support programs.

**12. Risk Management:**

- A comprehensive approach to risk management, including identification, mitigation strategies, and ongoing risk monitoring.
- A defined process for proactive reporting and addressing risks with stakeholders to maintain alignment with project goals and timelines.

**13. References and Past Projects:**

- Submission of at least two references from similar past projects, preferably within the legal, compliance, or regulatory sectors, highlighting past project challenges and resolutions.

**F. Roles and Responsibilities**

The successful execution of the MCLE Management System project requires well-defined roles and collaboration among the Vendor, State Bar IT Team, and the MCLE Program Unit. Each entity's responsibilities are outlined below to ensure clear ownership, streamlined communication, and effective completion of all project phases.

**Vendor Responsibilities**

**1. System Development and Testing**

- **Design:**

- Develop system architecture and design documentation, ensuring the solution is scalable, secure, and compliant with State Bar IT standards.
- Incorporate WCAG 2.2 compliance into system design and testing, ensuring accessibility across devices and platforms for all users
- Ensure integration of security features, including automated virus scanning for public document uploads and role-based access controls (RBAC).
- **Development:**
  - Build all system components outlined in the project scope, including core modules, interfaces, and workflows.
  - Integrate required third-party systems and tools, including payment processors, data migration tools, and secure APIs, to support seamless data exchanges.
- **Testing and Quality Assurance (QA):**
  - Conduct end-to-end testing, covering unit, integration, performance, and User Acceptance Testing (UAT) to ensure the system meets functional and non-functional requirements.
  - Perform load and stress tests to confirm resilience under peak usage conditions.
  - Conduct thorough integration testing to validate seamless interoperability between system components and external platforms, such as payment processors and MSBP.
  - Implement a defect-tracking and resolution process, ensuring all identified issues are addressed prior to launch.

## 2. Project Management and Documentation

- **Project Planning and Coordination:**
  - Maintain an agreed-upon project timeline and milestones, working with State Bar stakeholders to ensure timely completion of deliverables.
  - Develop a detailed change management plan, addressing scope, timeline, and technical adjustments during the project lifecycle.
- **Documentation:**
  - Provide comprehensive system documentation, including design specifications, data migration plans, testing procedures, and user guides.
  - Develop clear operational manuals for State Bar staff, covering both routine tasks and administrative actions within the system.
  - Ensure documentation is audit-ready, detailing compliance with data retention, accessibility, and security standards.

## 3. Training and Knowledge Transfer

- **System Training:**
  - Conduct role-specific training sessions tailored to the needs of State Bar staff, attorneys, and providers, including live training sessions, Q&A, and follow-up resources.
  - Deliver a simulated training environment for hands-on practice before go-live, enabling users to familiarize themselves with workflows and system features.
  - Ensure training materials and programs are accessible and inclusive, in alignment with WCAG 2.2 compliance.

#### 4. Post-Implementation Support

- **Bug Fixes and Technical Support:**
  - Provide a six-month support period post-launch, offering critical and non-critical issue resolution in line with service-level agreements (SLAs).
  - Monitor system performance, ensuring uptime and responsiveness metrics are met and that critical bugs are resolved swiftly.
- **System Optimization and Updates:**
  - Perform system optimizations based on real-time feedback and user experiences to improve performance, reliability, and user satisfaction.
  - Schedule regular maintenance windows for system updates, addressing security patches, minor enhancements, and system improvements.
  - Commit to ongoing maintenance and support beyond the initial six-month period, ensuring that routine updates, security patches, and performance optimizations continue to meet State Bar requirements.
- **Structured Upgrade Plan:**
  - Establish a structured upgrade plan, outlining timelines for minor updates, major upgrades, and the addition of new features as required to accommodate evolving State Bar needs.
- **Vendor Dependency Reduction:**
  - Implement a phased plan for the gradual reduction of vendor dependency, enabling the State Bar IT team to manage and maintain the system independently over time.
  - Conduct advanced training sessions and knowledge transfer activities to equip State Bar staff with the skills needed for long-term system management, troubleshooting, and updates.
- **Service Level Agreement (SLA) Review:**
  - Leverage monitoring tools to provide real-time insights into system uptime, SLA adherence, and potential issues.
  - Collaborate with the State Bar to regularly review and assess SLAs post-implementation, adjusting based on real-time performance



metrics, system evolution, and operational needs.

- Provide periodic reports on SLA adherence, including response times, resolution times, and system performance metrics, to maintain transparency and continuous improvement.

## 5. Compliance and Security

- **Data Security and Privacy Compliance:**

- Ensure that all system components meet applicable data protection standards, such as the California Consumer Privacy Act (CCPA) and adhere to security best practices.

- **Accessibility Compliance:**

- Develop and validate system interfaces in compliance with Web Content Accessibility Guidelines (WCAG 2.2 or higher) to support usability for all users.
- Conduct periodic accessibility audits post-launch to ensure continued compliance with evolving WCAG standards and user needs.

## 6. Team Composition and Resources

- **Project Team:**

- Assign a dedicated project team, detailing the number of resources, their roles, seniority, location, and allocation percentages.
- Ensure that designated project leads are available for regular communication, progress reporting, and decision-making throughout the project.

## 7. Pricing Structure and Fees

- **Fee Structure:**

- Propose a clear fee structure that includes a monthly fixed-fee component for post-implementation support services and hourly rates for additional services.
- Provide options for both basic and enhanced support levels, outlining associated services and fees (e.g., routine maintenance vs. advanced analytics support).

- **Transition and Additional Costs:**

- Disclose any transition-related costs outside of the fixed fee structure to provide full transparency regarding initial implementation costs.

## State Bar of California (MCLE Program Unit) Responsibilities

### 1. Define Business Needs

- **Functional Alignment:**

- Ensure the system aligns with MCLE provider management, auditing, and credit request processing requirements.
- Review and approve system designs, workflows, and interfaces to

meet MCLE provider, attorney, and staff needs.

## **2. Coordination with Vendor and IT**

- **Collaboration:**
  - Work closely with the Vendor and IT team to facilitate project execution, providing approvals at each development stage and coordinating feedback for adjustments as needed.

## **3. Stakeholder Communication**

- **Engagement and Updates:**
  - Regularly engage with internal and external stakeholders, including attorneys, providers, and relevant State Bar departments to provide updates on project progress, upcoming changes, and key milestones.

## **4. Feedback and Approval**

- **Timely Feedback:**
  - Provide ongoing feedback throughout development to guide modifications, improvements, and alignments with user needs and statutory requirements.

## **5. Resource Allocation and Support**

- **Dedicated Project Team:**
  - Assign dedicated staff members from relevant departments (e.g., IT, MCLE Program unit, Regulation and Compliance unit, Finance) to act as points of contact for the vendor, ensuring timely responses to inquiries and approvals.
- **Subject Matter Experts (SMEs):**
  - Provide SMEs to support the Vendor in understanding business rules, statutory obligations, and unique workflows relevant to MCLE processes.

### **State Bar IT Team Responsibilities**

#### **1. Data Migration and Integration**

- **Data Audit and Pre-Migration Validation:**
  - Conduct a pre-migration audit of legacy systems (PIMS, AS400, SharePoint) to confirm data completeness and accuracy.
- **System Integration:**
  - Collaborate with the Vendor on integration with MSBP, third-party payment systems, and other platforms, ensuring compliance with data exchange and security protocols, and operational requirements.
- **Real-Time and Batch Data Transfers:**
  - Support the Vendor in enabling real-time data synchronization and batch uploads, ensuring consistent and reliable data updates across

integrated systems.

## 2. System Testing and Infrastructure Setup

- **Infrastructure and Security:**
  - Set up and configure infrastructure and network security in compliance with State Bar standards, including secure firewalls, access controls, and role-based permissions.
  - Provide the vendor with access to development, testing, and staging environments to facilitate smooth integration and validation.
- **Environment Management:**
  - Ensure readiness of all environments (development, QA, pre-production) to support testing, integration, and validation activities.
  - Oversee maintenance, updates, and version control of these environments to align with project milestones and prevent disruptions.
- **Integration Testing and Validation:**
  - Collaborate with the Vendor during integration testing to verify seamless data flows between the MCLE Management System and external platforms.
  - Validate the performance, accuracy, and reliability of all integrations, ensuring they meet the State Bar's operational requirements.
- **Compliance with Accessibility and Disaster Recovery:**
  - Validate system interfaces for WCAG 2.2 compliance and assist the Vendor in implementing disaster recovery plans.
  - Perform disaster recovery testing to confirm the system meets defined Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs).

## 3. Post-Implementation Maintenance

- **System Transition and System Management:**
  - Assume responsibility for maintain the MCLE Management System following the post-launch support period. Perform regular updates, address technical issues, and monitor system health.
- **Monitoring and Performance:**
  - Implement tools for ongoing performance monitoring, error tracking, and troubleshooting to ensure continued system reliability and operational efficiency.
  - Utilize real-time monitoring dashboards to identify system vulnerabilities, performance bottlenecks, and areas requiring immediate attention.
- **Vendor Dependency Reduction:**

- Develop internal capabilities for managing and enhancing the system over time to reduce reliance on vendor.
- Coordinate with advanced training sessions with the Vendor to equip IT staff with the knowledge and skills required for long-term system management and upgrades.
- **Upgrade Planning and Future Enhancements:**
  - Coordinate with stakeholders to plan and implement system upgrades, new feature rollouts, and enhancements as organizational needs evolve.
  - Develop and maintain a roadmap for future system growth to accommodate changes in regulatory requirements and operational demands.

#### 4. Collaboration and Stakeholder Support

- **Stakeholder Coordination:**
  - Act as a liaison between the Vendor, State Bar business units, and external partners to ensure alignment on technical requirements and timelines.
- **Change Management Support:**
  - Work closely with the Vendor and business stakeholders to implement and monitor the change management process, ensuring a smooth transition for all users during system updates or new feature implementations.
- **Feedback and Adjustments:**
  - Regularly engage with State Bar staff and stakeholders to collect feedback on system performance and address technical adjustments as needed.
  - Document and prioritize feedback to ensure that critical system improvements are implemented in alignment with user needs.

### III. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 Business Days following the Submission Deadline. Reference to a certain number of days in this RFP shall mean Business Days unless otherwise specified. **“Business Day”** means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of California are authorized or required by law or other governmental action to close.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any State Bar personnel may be cause for rejection of a bid.

## A. Submission Requirements

To be considered responsive, a proposal must contain the following, prefaced by a table of contents, referenced by table number and page number, and in the order below. Do not submit information considered to be a trade secret under California Civil Code section 3426.1. All submission materials may be subject to public records act requests.

1. An executive summary of no more than five pages, providing an overview of the bidder's organizational structure, history, services, market position, unique qualifications, strategic alliances, etc.
2. Qualifications, background, experience, and resumes of the project director and other staff proposed to work on the project.
3. A detailed overview of your company's Diversity, Equity, and Inclusion (DEI) policy, if applicable, outlining the company's commitment to DEI principles and actions taken to uphold them.
4. A detailed description of the services, techniques, approaches, and methods to be used in completing the project scope described in Section II and Attachment A.
5. A detailed description of the chronology for completing the work, including a timeline and deadlines for each task and deliverables (as applicable). Timelines should be organized by week, starting from Week 1; any and all concurrent services should be clearly noted as such.
6. A detailed cost proposal, including any travel costs and other expenses, as **Attachment 2**. If necessary, bidders' travel expenses will be reimbursed in accordance with the State Bar's [Travel and Business-Related Expense Policy](#). It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in [Section 17030](#) of the Business and Professions Code. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
7. At least three references from clients for whom the bidder has performed services similar to those being requested in this RFP. The references should include the name of a contact person, title, physical and email addresses, and telephone numbers. The State Bar may, but is not obligated to, contact these references, or ask the bidder to provide additional references.
8. A description of the history of work previously performed for other State of California agencies or State Judicial Branch Entities.
9. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant

financial data. Bidders must submit **Attachment 1: Vendor History Questionnaire** electronically in native .xls format per instructions below.

10. Disclosure of any potential or actual business, personal, or financial conflicts of interest with the State Bar's Board of Trustees and/or State Bar staff that could reasonably be expected to influence decisions or actions with respect to the State Bar's Board of Trustees or State Bar staff. Any disclosure shall include a description of the nature and extent of the actual or potential conflict. This disclosure must, at a minimum, include all known business, personal, or professional relationships between the State Bar and vendor. Examples of such relationships include but are not limited to: current or prior employment or contractual relationships between the State Bar and vendor staff or vendor staff's family and friendships or familial relationships between vendor staff and State Bar staff or Trustees.
11. A list and description of any legal actions, lawsuits, arbitrations, or formal protests related to the project scope described in Section II in which the bidder has been involved in the last 24 months that would have an impact on the bidder's ability to provide the requested services.
12. Confirmation that the bidder has all necessary business licenses, professional certifications, or other credentials to perform the services and that the bidder, if a corporation, is in good standing and qualified to conduct business in California.
13. Proof of small business certification, if vendor is certified as a small business by the California Department of General Services (DGS), or a comparable small business certification from a California municipality.
14. A written acknowledgement of the acceptance of the Contracting Requirements set forth in Section IV of this RFP, or an explanation of specific concerns or requested changes. Specific terms may be reserved for future negotiation, but the bidder must clearly identify the terms and provide reasons for the reservation.

## **B. Submission Requirements Format Summary**

Proposals must be emailed to [Sunly.Yap@calbar.ca.gov](mailto:Sunly.Yap@calbar.ca.gov) by the Submission Deadline noted on Page 1 of this RFP.

The proposal package must include:

1. One electronic copy containing the proposal in PDF (file-to-PDF only, do not print and scan) and attachments in Excel format.
  - Proposal (.pdf)
  - Attachment 1: Vendor History Questionnaire (.xls)
  - Itemized cost proposal (.xls) as Attachment 2

If specific submission components (including the requested plans, samples, and contracts requested) are particularly large and self-contained they may be included in a

separate appendix rather than in the body of the proposal. Submittals should not direct the evaluation team to general brochures, marketing materials, or websites to obtain information related to the specific submission requirements; submittals that utilize references to external materials as an answer will be considered nonresponsive.

Proposals should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of this RFP. Emphasis should be placed on completeness and clarity of content and conformity to the State Bar's instructions. Proposals should not include generic promotional materials and graphics that increase page count and PDF file size without addressing substantive content. Brochures and marketing materials may be included as a supplement if desired, in hard copy or a separate PDF file.

### **C. Rejection of Proposals**

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Notwithstanding the foregoing, immaterial deviations may cause a bid to be rejected. The State Bar may waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, inaccurate, or unreliable, or where the cost is unreasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion, the information was intended to mislead the State Bar regarding a requirement of the RFP.

The State Bar may judge a bidder to be materially compliant, even if that bidder is noncompliant to a particular requirement of the RFP.

### **D. Evaluation Process and Highest Score Bidder**

An evaluation team will review, in detail, all proposals received to determine the Highest Score Bidder ("HSB").

The State Bar reserves the right to determine the suitability of a proposal based on that proposal meeting the administrative and technical requirements of this RFP, and the evaluation team's assessment of the quality and performance of the services proposed and the cost of such services.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.

1. Overall responsiveness of the proposal to Sections II and III as set forth in the RFP (10 percent).
2. Agreement with the State Bar's contracting requirements (10 percent).
3. The functional and technical ability, financial viability, capacity, and flexibility of the bidder to perform the contract in a timely manner, on budget, and to the State Bar's standards of professionalism and customer service, as verified by: the content and quality of the proposal, the content and quality of any demonstration or presentation, client references, demonstrated success in projects with similar requirements, reputation in the marketplace, and any other contracts or experience with the State Bar (45 percent).
4. The total cost of the proposal (35 percent). For the purpose of evaluating the cost of the proposal, vendors certified as a small business by the California Department of General Services (DGS), or with a comparable small business certification from a California municipality, will receive a five percent (5%) bid preference, capped at \$50,000, if the lowest cost responsive bid is received from a vendor that is not a certified small business. A non-small business prime contractor who uses certified small business subcontractors for at least 25 percent of its net bid price is also eligible for the five percent (5%) bid preference when competing against another non-small business.

During the evaluation process, the State Bar may require a bidder to answer questions or submit additional information with regard to the proposal; and/or may require a bidder to participate in an oral interview with or make a formal presentation to the evaluation team and/or the State Bar's leadership team. A key element of any oral interview or presentation will be the participation of the specific team members who intend to work with the bidder on the State Bar's account.

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

**E. The State Bar reserves the right to review the proposals using a tiered evaluation system, with the top candidates advancing as finalists and receiving a full evaluation as outlined above, which may include requests for revised pricing from such bidders.**

This RFP does not commit the State Bar to awarding a contract. Bidders shall bear all costs incurred in the preparation of the proposal and for participation in the proposal evaluation process.



## **F. Award and Execution of Contract**

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. In the case of a virtual tie (defined as evaluation scores within two points of one another), the Director of General Services may determine who will be awarded the contract. Notice will be emailed to the bidders on or about **January 15, 2025** of the State Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by **January 23, 2025**. The evaluation team will select a winning proposal subject to approval by the Board of Trustees. Upon selection, the State Bar and the selected Bidder will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work/Project Scope section above and Contracting Requirements section below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If an agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely and responsive proposals to this RFP.

If, after the State Bar and the HSB agree to the terms and execute a contract, and that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Sunly Yap, Principal Program Analyst at [Sunly.Yap@calbar.ca.gov](mailto:Sunly.Yap@calbar.ca.gov).

Where written notice is required in this RFP, the notice must be sent by email.

## **G. Errors in the RFP**

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the Submission Deadline by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the Submission Deadline, a bidder knows or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **H. Questions Regarding the RFP**

Questions regarding the RFP may be addressed in writing to Sunly Yap at [Sunly.Yap@calbar.ca.gov](mailto:Sunly.Yap@calbar.ca.gov). All questions must be submitted no later than **3 p.m. on December 11, 2024**. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence, subject to the California Public Records Act. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than ten (10) calendar days before the Submission Deadline.

**I. Addenda**

The State Bar may modify the RFP prior to the Submission Deadline by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than seven calendar days prior to the Submission Deadline.

**J. Withdrawal and Resubmission/Modification of Proposals**

A proposal may be withdrawn at any time prior to the Submission Deadline by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

**K. Protest Procedure**

A bidder may protest the award if it meets any of the following conditions:

1. The State Bar failed to follow the procedures specified in subdivision (c) of Public Contract Code section 10344.
2. The State Bar failed to correctly apply the standards for reviewing the format requirements or evaluating the proposals as specified in this RFP.
3. The State Bar failed to follow the methods for evaluating and scoring the proposals specified in this RFP.
4. The State Bar is proposing to award the contract to a bidder other than the bidder given the highest score by the evaluation team.

Within five (5) business days of the issuance of the notice of intent to award, a bidder qualified to protest must contact Sunly Yap, Principal Program Analyst at [Sunly.Yap@calbar.ca.gov](mailto:Sunly.Yap@calbar.ca.gov), to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest prior to the award. Within five calendar days after filing the protest, the protesting bidder shall file a full and complete written statement specifying the grounds for the protest. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California  
Attention: Director of General Services  
180 Howard Street  
San Francisco, CA 94105-1639

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 calendar days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

**L. News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

**M. Disposition of Materials**

All materials submitted in response to an RFP will become the property of the State Bar and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for the State Bar's official files and become a public record pursuant to the California Public Records Act. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

**IV. CONTRACTING REQUIREMENTS**

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement ("**Agreement**") containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms and conditions described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the below terms and conditions ("**Contracting Requirements**"). Submission of a proposal shall constitute agreement to contract on these Contracting Requirements, except for any term specifically reserved in the proposal for future negotiation.

**A. Time of Essence**

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final Agreement.

## B. Warranties and Representations

1. **Qualifications.** Vendor warrants that Vendor and its personnel, employees, and subvendors (if authorized) have the education, qualifications, expertise, experience, and ability necessary to perform the Services in a diligent, timely, professional, and workmanlike manner consistent with the highest industry standards for similar services.
2. Vendor's subcontractors, if any, warrants that its subcontractors, if any, will have the same standards of professionalism, ability, and expertise as are required of Vendor, and its personnel and employees by the final Agreement.
3. Vendor warrants that the Services furnished pursuant to the final Agreement will conform to the requirements of the final Agreement.
4. **Legal Compliance.** Vendor warrants that it has or it will obtain in a timely manner, all permits, licenses, registrations, or approvals necessary or applicable to Vendor's delivery of the Services under the final Agreement.
5. (i) Vendor owns all right, title, and interest in, or otherwise has full right and authority to permit the use of any Pre-Existing IP; (ii) to the best of Vendor's knowledge, the Pre-Existing IP does not infringe the rights of any third party, and use of the Pre-Existing IP as well as any of Vendor's intellectual property rights in connection with the applicable statement of work does not and will not violate the rights of any third parties; (iii) Vendor will comply with the terms and conditions of any licensing agreements which govern the use of third party materials; and (iv) Vendor will comply with all laws and regulations as they relate to the services and deliverables.
6. **Original Work.** Vendor warrants that all Work Product is and will be Vendor's original work (except for material in the public domain or provided by the State Bar) and does not and will not violate or infringe upon the intellectual property rights or any other rights of any person, firm, corporation, or other entity.
7. If any deliverable fails to conform to the standard specified above, Vendor, at its sole expense, will promptly correct the defective deliverable. This remedy is cumulative of any and all other remedies to which the State Bar may be entitled pursuant to the final Agreement and applicable law.
8. **Title to Work.** Vendor warrants that the State Bar will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind.
9. **Good Standing.** Vendor represents that it has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in and is in good standing in the State of California.

10. **No Material Litigation.** Vendor represents that to the knowledge of Vendor no litigation is pending or threatened against or affecting Vendor or any affiliate of Vendor (i.e., entity in which Vendor has a minority stake in the ownership of such entity) that will have a material adverse effect on Vendor's ability to perform the Services.
11. **Inducement.** The representations and warranties in the final Agreement are essential inducements on which the State Bar relies in awarding and performing under the final Agreement.
12. **Survival of Warranties.** Vendor's representations and warranties under the final Agreement will survive the termination or expiration of the final Agreement and will remain in full force and effect throughout the useful life of the deliverables.

### C. Independent Contractors

1. The Parties agree that Vendor is an independent contractor and not an associate, employee, agent, joint venturer, or partner of the State Bar. Nothing in the final Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between the State Bar and Vendor or any assistant, employee, or agent of Vendor. Neither Vendor nor its employees or agents will perform any act or acts that might lead others to believe that they are representatives of the State Bar, except as to the performance of the Services. Vendor has no authority (and will not hold itself out as having authority) to bind the State Bar, and Vendor will not make any agreements or representations on the State Bar's behalf without the State Bar's prior written consent.
2. The State Bar will not control or direct the manner or means by which Vendor, or Vendor's employees or subvendors, perform the Services.
3. The Parties agree that the Services performed are outside the usual course of the State Bar's business.
4. Vendor represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed hereunder.
5. **Furnish Labor and Equipment.** Unless otherwise provided in the final Agreement, Vendor will furnish, at its own expense, all labor, tools, equipment, and materials necessary to perform the Services.
6. **Compliance with Applicable Rules.** Vendor will comply with all rules and procedures communicated to Vendor in writing by the State Bar, including those related to safety, security, and confidentiality.
7. **State Bar Benefits and Tax Withholdings.** Vendor is not eligible to participate in any vacation benefits, group medical or life insurance, disability benefits, retirement benefits, or any other fringe benefits or benefit plans offered by the State Bar to its employees. The State Bar will not be responsible for withholding

or paying any income, payroll, Social Security, or other federal, state, or local taxes. The State Bar will not be responsible for making any insurance contributions, including for unemployment, disability, or workers' compensation insurance on Vendor's behalf.

8. Vendor may, at Vendor's own expense, retain or employ such assistants, employees, or personnel as Vendor deems necessary to perform the Services and such individuals will be Vendor's employees or subvendors. Vendor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants, employees, or personnel, including workers' compensation coverage as required, all federal, state, and local income taxes, unemployment and disability insurance, Social Security, or other applicable withholdings.

#### **D. Indemnity Obligations of Vendor**

1. **Indemnification by Vendor.** Vendor will indemnify and defend and hold harmless the State Bar, including its Board of Trustees, members of State Bar committees and subentities, officers, directors, agents, , attorneys, employees, volunteers, successors, and assigns, including their respective boards, officers, directors, agents, attorneys, employees and partners, (as the same may be constituted from time to time, hereinafter referred to as "**State Bar Indemnified Party (or Parties)**") from and against any and all claims, demands, damages, debts, liabilities, losses, obligations, costs, expenses, liens, judgments, awards, penalties, fines, actions, or causes of action (including but not limited to reasonable attorneys' fees, costs, and expenses), whether or not litigation is actually commenced (collectively, "**Losses**"), arising out of or in connection with any actual or alleged direct claim or third-party claim alleging: (i) breach by Vendor of any warranty, representation, term, condition, or obligation under the final Agreement; (ii) any claim or action related to the Work Product, the Services, and the deliverables prepared by or for Vendor in connection with the final Agreement and provided to the State Bar; (iii) any claim or action for personal or bodily injury, or death, or otherwise involving alleged defects in Vendor's business or any of its products or services prepared or created in connection with the final Agreement, whether or not provided to the State Bar; (iv) any failure by Vendor to comply with any statutory or regulatory obligation in the performance of its obligations under the final Agreement; (v) the actual or alleged infringement by Vendor of any copyright, trademark, or other proprietary right of any person or entity; (vi) breach or potential breach of data or privacy; or (vii) any act or omission of Vendor or its employees, agents, or subvendors related to the performance of the final Agreement.
2. **Indemnification Procedures.**
  - a. If any third-party claim is commenced against any State Bar Indemnified Party entitled to indemnification under this Article, the State Bar shall promptly give written notice thereof to Vendor, and Vendor will immediately assume the defense of such claim with counsel satisfactory to the State Bar. The State Bar's failure to provide a notice to Vendor under this section does not relieve Vendor of any liability that Vendor

may have to the State Bar. The State Bar Indemnified Party will cooperate, at the sole cost of Vendor, in all reasonable respects with Vendor and its attorneys in the investigation, trial, and defense of such claim, and in any appeal arising therefrom; provided, however, that the State Bar Indemnified Party may, at its own cost and expense, participate, through its attorneys (including, but not limited to, the State Bar's Office of General Counsel) or otherwise, in such investigation, trial, and defense of such claim, and any appeal arising therefrom. Vendor will coordinate the defense of any third-party claim with the State Bar, including any investigation and trial, and any appeal therefrom. Vendor shall not enter into a settlement of any claim that involves a remedy other than the payment of money by Vendor without the prior written consent of the State Bar. If Vendor does not assume an immediate defense of a claim that Vendor is obligated to defend, the State Bar will have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of Vendor.

- b. Notwithstanding anything to the contrary in this Article, the State Bar may select its own legal counsel to represent its interests, and Vendor will:
  - i. reimburse the State Bar for its costs and attorneys' fees immediately upon request as they are incurred; and
  - ii. remain responsible to the State Bar for any Losses indemnified under this section.
- c. If any legal work reasonably necessary to the State Bar's defense as described herein is performed by the Office of General Counsel, the State Bar will determine the value of such work at a reasonable hourly rate for comparable outside counsel and it will be promptly paid by Vendor; provided, however, the Parties hereby confirm that such fees will be recoverable with respect to legal work performed by the Office of General Counsel only to the extent that such work is not duplicative of legal work performed by outside counsel paid for by Vendor and representing the State Bar in such matter.
- d. **Survival.** Vendor's obligations under this indemnity provision will survive the expiration and termination of the final Agreement.
- e. **Enforcement of this Provision.** Vendor will be liable to the State Bar for all costs (including but not limited to reasonable attorneys' fees, costs, and expenses) incurred by the State Bar for the purposes of enforcing this indemnity provision.

#### E. Rights in Work Product

- 1. **Intellectual Property Rights Defined.** For purposes of the final Agreement, the term "Intellectual Property Rights" means know-how, inventions, patents, patent rights, and registrations and applications, renewals, continuations and extensions thereof, works of authorship and art, copyrightable materials and

copyrights (including, but not limited to, titles, computer code, designs, themes, concepts, artwork, graphics and visual elements, and methods of operation, and any related documentation), copyright registrations and applications, renewals and extensions thereof, mask works, industrial rights, trademarks, service marks, trade names, logos, trademark registrations and applications, renewals and extensions thereof, derivative works, trade secrets, rights in trade dress and packaging, publicity, personality and privacy rights, rights of attribution, authorship, integrity and other similarly afforded “moral” rights, and all other forms of intellectual property and proprietary rights recognized by the U.S. laws, and other applicable foreign and international laws, treaties and conventions.

2. **Work Product.** Vendor recognizes and agrees that all right, title, and interest, including all Intellectual Property Rights, which may be prepared, procured, or produced in whole or in part in, or resulting from, the Services rendered by Vendor pursuant to the final Agreement, including, without limitation, any and all deliverables, research, proposals, materials, reports, plans, other writings, and other work product (collectively referred to as “**Work Product**”), including all Intellectual Property Rights, are “works made for hire” for the benefit of the State Bar, and will be owned by the State Bar. To ensure that the Work Product becomes the sole property of the State Bar, in consideration of the mutual promises contained in the final Agreement, Vendor hereby agrees to transfer, in perpetuity, to the State Bar all of the right, title, and interest in the Work Product, in the United States of America and throughout the world, and hereby assigns any and all such rights, including renewals and extensions of each such copyright(s) that may be secured under the laws now or hereafter. Vendor will execute, at the State Bar’s request and expense, during and after the Term, all further actions including execution and delivery of documents reasonably required to perfect the foregoing rights in the State Bar. In the event Vendor fails to execute any documents, Vendor appoints the State Bar as its attorney-in-fact to execute such documents on Vendor’s behalf. Vendor hereby waives or transfers any and all moral rights, including without limitation any right to attribution, identification, integrity, disclosure, authorship or any other rights that may be known as “moral rights,” or limitation on a subsequent modification that Vendor (or its employees, agents, or subvendors) has or may have in the Work Product or any part thereof.
  
3. **No Transfer of Title in and to Vendor’s Pre-Existing IP.** Notwithstanding the foregoing, the State Bar acknowledges that independent of the final Agreement, Vendor has created, acquired, or otherwise has rights in and may, in connection with the performance of the final Agreement, employ certain intellectual property, including, without limitation, various concepts, ideas, methods, methodologies, procedures, processes, know-how, or techniques (collectively, “**Pre-Existing IP**”). The State Bar and Vendor intend that Vendor’s interests in or title to such Pre-Existing IP will remain vested in Vendor; provided, however, that to the extent that Work Product incorporates any Pre-Existing IP, Vendor hereby grants to the State Bar a worldwide, perpetual, nonexclusive, fully paid-up, royalty-free, irrevocable right and license to use such Pre-Existing IP as incorporated into such Work Product to enable the State Bar to have full use of such Work Product as contemplated by the final Agreement, including, without limitation, the right to run, execute, copy, modify, create derivative works,



display, distribute, and sublicense such rights. Vendor represents that its rights to any Pre-Existing IP are sufficiently broad to meet the requirements of this section.

4. **No Transfer of Title in and to State Bar's Pre-Existing IP.** As between Vendor and the State Bar, the State Bar is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, Confidential Information and other materials provided to Vendor by the State Bar ("State Bar Materials"), including all Intellectual Property Rights therein. Vendor has no right or license to reproduce or use any State Bar Materials except solely during the Term to the extent necessary to perform Vendor's obligations under the final Agreement. All other rights in and to the State Bar Materials are expressly reserved by the State Bar. Vendor has no right or license to use the State Bar's trademarks, service marks, trade names, logos, symbols, or brand names.
5. **Third Party Materials.** As used in the final Agreement, "Third Party Materials" means proprietary third-party materials which are incorporated into the Deliverables. All Third-Party Materials are the exclusive property of their respective owners. Vendor must inform the State Bar of all Third-Party Materials that may be required to perform the Services or otherwise integrated into the Deliverables. Under such circumstances, Vendor will inform the State Bar of any need to license and unless otherwise provided for by the State Bar, Vendor will obtain the license(s) necessary to permit the State Bar's use of the Third-Party Materials consistent with the usage rights granted herein. In the event Vendor fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third-Party Materials, Vendor hereby indemnifies, saves and holds harmless the State Bar from any and all damages, liabilities, costs, losses or expenses (including reasonable attorney's fees and costs) arising out of any claim, demand, or action by a third party arising out of Vendor's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Deliverables.

#### **F. Insurance Obligations of Vendor**

1. Without in any way limiting Vendor's liability pursuant to the "Indemnification" Section of the final Agreement, during the Term of the final Agreement, Vendor will maintain and keep in full force and effect at Vendor's own cost and expense, the below insurance policies for the joint benefit of Vendor and the State Bar.
  - (i) **Commercial General Liability Insurance** coverage having a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage liability, Two Million Dollars (\$2,000,000) annual aggregate, and One Million Dollars (\$1,000,000) for products/completed operations. Such commercial general liability insurance will name the State Bar and its Board of Trustees, directors, officers, and employees as additional insured. Such commercial general liability insurance

coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.

- (ii) **Workers' Compensation** coverage if Vendor has one or more employees as defined by the State of California, coverage as required by applicable California state law and federal statutes covering liability for injuries to all persons employed by the insured in the conduct of its operations, together with employer's liability insurance in the amount of One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease. Such workers' compensation insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.
- (iii) **Comprehensive Automobile Liability Insurance** coverage if vehicle or mobile equipment are used to perform the Services under the final Agreement, having a combined single limit of not less than One Million (\$1,000,000) per occurrence and insuring against liability for claims arising out of the ownership, maintenance, or use of any owned, hired or nonowned vehicles. Such comprehensive automobile liability insurance will name the State Bar and its Board of Trustees, directors, officers, and employees as additional insured. Such comprehensive automobile liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.
- (iv) **Professional Liability Insurance** coverage with the minimum limit of Two Million Dollars (\$2,000,000). Such professional liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A-VII.
- (v) **Privacy Security Liability/Cyber Insurance** coverage for a minimum limit of Two Million Dollars (\$2,000,000) per claim and annual aggregate. Such privacy security liability/cyber insurance will be with an insurance carrier with an A.M. Best rating of not less than A:X.
- (vi) **Umbrella Liability Insurance** coverage with a general aggregate limit of Five Million Dollars (\$5,000,000.00) and a per occurrence limit of at least Five Million Dollars (\$5,000,000.00). Such umbrella liability insurance will name the State Bar and its Board of Trustees, directors, officers, and employees as additional insured. Such umbrella liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.

2. If **Blanket Fidelity/Commercial Blanket Bond** is required, the State Bar, its Board of Trustee, directors, officers, and employees will be named as additional loss payees ("**Additional Loss Payees**"). In addition, all insurance policies will: (i) be primary and noncontributing with respect to any other insurance available to the Additional Insureds, with respect to any claims arising out of the final

Agreement; (ii) apply separately to each insured against whom a claim is made or suit is brought; (iii) include a waiver of subrogation provision or endorsement in favor of the State Bar; and (iv) be with insurance carrier(s) that are authorized to do business in the State of California, and are satisfactory to the State Bar.

3. Within 15 calendar days of the Effective Date, Vendor will deliver to the State Bar offices at:

The State Bar of California  
Attention: Procurement  
845 S. Figueroa Street  
Los Angeles, CA 90017

Please include certificates of insurance, together with original endorsements, evidencing compliance with the requirements in this Article. Each certificate will provide that the issuing company (the insurer) will mail written notice to the State Bar 30 calendar days prior to any cancellation of the policies or reduction in coverage or amount. In addition, Vendor will also provide prompt written notice to the State Bar if there are any cancellations or lapses, reductions in coverage or coverage limit, or other material changes to the insurance policies. Failure to maintain insurance will constitute a material breach of the final Agreement. If Vendor fails to secure and maintain the required insurance policies as set forth in this Section, the State Bar may, but is not required to, purchase the required insurance coverage and Vendor will reimburse the State Bar for all the associated costs. Should any required insurance lapse during the term of the final Agreement, requests for payments originating after such lapse will not be processed until the State Bar receives satisfactory evidence of reinstated coverage as required by the final Agreement, effective as of the lapse date. If Vendor assigns, subcontracts, or delegates any portion of the duties, Vendor will ensure that each such assignee, subvendor, or delegee purchases and maintains insurance coverage required by the final Agreement.

4. Should any of the required insurance be provided under a claims-made form, Vendor will maintain such coverage continuously throughout the term of the final Agreement and, without lapse, for a period of three years beyond the expiration of the final Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the final Agreement, such claims will be covered by such claims-made policies.
5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.

#### **G. Termination**

1. The State Bar may terminate the final Agreement, in its sole discretion, with or without cause and for any reason upon 30 calendar days written notice to

Vendor. Vendor's sole compensation will be for that portion of the Services performed by Vendor to the date of termination, together with reimbursable expenses, if any, then due pursuant to the final Agreement; provided, however, that Vendor will not be paid for any services or reimbursable expenses associated with any work or service which was not authorized by the State Bar pursuant to the final Agreement.

2. The final Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
3. If the Term of the final Agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of the final Agreement is subject to an authorization of sufficient funding for such purpose by the California State Legislature and the Governor of the State of California. If sufficient funds are not so authorized, the Parties mutually agree that the final Agreement may be terminated or amended as appropriate in response to such occurrence. If the final Agreement is terminated, Vendor agrees to relieve the State Bar of any further obligations, except for the State Bar's obligation to pay for the Services already performed or reimbursable expenses already incurred up to the date of termination pursuant to the final Agreement.
4. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the final Agreement, for any failure or delay in fulfilling or performing any terms of the final Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other specific potential disasters or catastrophes, such as epidemics, pandemics, or quarantines, or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of the final Agreement; (f) action by any governmental authority; (g) national, regional, or local emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (i) shortage of adequate power or transportation facilities. The Impacted Party will give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the Force Majeure Event is expected to continue, and describing the impact on performance of the Services and other obligations under the final Agreement. Notwithstanding the preceding sentence, if either Party's performance is affected by any Force Majeure Event, either Party may terminate the final Agreement by written notice to the other Party, without any penalty, liability, or any other costs or damages, whatsoever.
5. Upon expiration, cancellation, or termination of the final Agreement, or at any other time upon the State Bar's written request, Vendor will, within seven calendar days after such expiration, cancellation, termination, or written request:

- a. deliver to the State Bar all deliverables (whether complete or incomplete), Work Product and all materials, equipment, and other property provided for Vendor's use by the State Bar;
- b. deliver to the State Bar all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- c. permanently erase all the Confidential Information from Vendor's computer and phone systems; and
- d. certify in writing to the State Bar that Vendor has complied with the requirements of this Section.

#### H. Confidentiality and Publicity

1. **Confidentiality Obligations.** Vendor agrees to maintain in strictest confidence any nonpublic, proprietary, or confidential information, records, data, and/or any and all other material disclosed or provided by the State Bar to Vendor or its employees, consultants, vendors, subvendors, and agents (collectively, "**Vendor's Representatives**"), either orally, in writing, electronically or in any other form or medium, or that Vendor or Vendor's Representatives may otherwise receive access to in connection with the Services, concerning any aspect of the affairs of the State Bar, including by way of example and without limitation any information or material pertaining to the State Bar's operations, processes, plans, policies, procedures, Board of Trustees, leadership, management, employees, personnel, vendors, volunteers, legal and regulatory affairs, attorney-client privileged information, attorney work product, applicant admissions and moral character records, licensee disciplinary records that are confidential under Business and Professions Code section 6086.1(b), Bagley-Keene closed session materials, financial data, licensees (former and current), applicants, and relationships with third-parties ("**Confidential Information**"). Confidential Information also includes any notes, analyses, compilations, studies or other material, Work Product, deliverables or documents prepared by Vendor and Vendor's Representatives which contain, reflect, or are based, in whole or in part, on the Confidential Information. Confidential Information also includes any confidential or proprietary information of any third-party who may disclose such information to the State Bar in the course of the State Bar's affairs. Confidential Information will also include the existence and terms of the final Agreement. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of Vendor or Vendor's Representatives; (b) is lawfully disclosed to Vendor or Vendor's Representatives by a third-party without restrictions on disclosure; or (c) was in Vendor or Vendor's Representative's lawful possession, as established by documentary evidence, prior to the disclosure by the State Bar.
2. **Safeguarding Confidential Information.** Vendor shall safeguard such Confidential Information and will take all necessary steps to protect such Confidential Information. Vendor will only use and disclose Confidential Information to Vendor's Representatives requiring such Confidential

Information to perform the Services pursuant to the final Agreement. Vendor will require each of Vendor's Representatives to execute a written agreement containing obligations of confidentiality substantially similar to those in the final Agreement. All Confidential Information furnished to Vendor by the State Bar is the sole and exclusive property of the State Bar or, where applicable, other third-parties. Vendor will notify the State Bar immediately of any unauthorized use, access, or disclosure of Confidential Information and take all commercially reasonable steps to prevent further use, access, or disclosure.

3. **Unauthorized Disclosure.** Vendor shall not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third-party without the prior written consent of the State Bar in each instance. If any person or entity requests by a subpoena or court order any information or materials relating to the final Agreement which is within the possession, custody, or control of Vendor (or the possession, custody, or control of personnel, employees, agents, or representatives of Vendor), Vendor will promptly inform the State Bar of such request and cooperate with the State Bar to the extent the State Bar objects or moves to quash such request or subpoena. Notwithstanding any contrary provision contained herein, Vendor may disclose Confidential Information to the extent that such disclosure is required by law or regulation, or is pursuant to a valid order of a court of competent jurisdiction or an authorized governmental authority; provided that Vendor: (a) immediately notifies the State Bar in writing of the disclosure request and to the extent not prevented from doing so by an applicable government authority, provides the State Bar a copy of the order by the applicable court or governmental authority so the State Bar may seek a protective order or another appropriate remedy; (b) cooperates with the State Bar if it seeks a protective order or other appropriate remedy preventing or limiting disclosure; and (c) seeks confidential treatment of any Confidential Information required to be disclosed before disclosure. If the State Bar cannot obtain a protective order, another appropriate remedy, or otherwise fails to quash the legal process requiring disclosure, Vendor will work with the State Bar to disclose the requested Confidential Information only to the extent required by such law, regulation, or order.
4. **Injunctive Relief.** Vendor acknowledges that irreparable harm can result to the State Bar and to third parties by disclosure or threatened disclosure of Confidential Information that cannot be adequately relieved by money damages alone. Accordingly, the State Bar may seek equitable remedies including a temporary or permanent injunction or other equitable relief from any court of competent jurisdiction, without the necessity of showing actual damages and without the necessity of posting any bond or other security. The equitable relief will be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. If the State Bar incurs any loss or liability arising out of disclosure or use of any Confidential Information by any one or more of Vendor's Representatives other than as authorized herein, that disclosure or use will be deemed to have been by Vendor for purposes of determining whether Vendor breached any of its obligations under the final Agreement.
5. **No Publicity.** Vendor shall not issue any public announcements or statements related to the final Agreement or the Services performed for the State Bar, or

engage in any publicity or advertising related to the same without obtaining the prior written consent of the State Bar.

6. **Data Security.** Vendor shall notify the State Bar in writing, as provided by section 13.1 and to irt@calbar.ca.gov, as soon as reasonably feasible, and in any event within twenty-four hours, of Vendor's discovery or reasonable belief of any security incident including, but not limited to, any actual or reasonably suspected: (i) unauthorized use of, or unauthorized access to, information systems, (ii) damage to, or inability to access, Confidential Information or information systems due to a malicious use, attack or exploit of such Confidential Information or information systems, (iii) unauthorized acquisition, alteration, disclosure, theft, or loss of or access to Confidential Information, (iv) unauthorized use of Confidential Information for purposes of actual, reasonably suspected, or attempted theft, fraud, identity theft or other misuse, (v) transmission of malicious code to the State Bar's information systems arising from, in whole or part, an act, error, or omission of Vendor or Vendor's Representatives, (vi) poisoning attacks or content-based attacks that materially impact the safety, reliability, and accuracy of Contractor's Services, and or (vii) any other cybersecurity event or personal information breach as defined by any applicable data protection laws ("Security Incident"). Vendor shall begin remediation immediately. Vendor shall provide frequent updates regarding findings and actions performed by Vendor until the Security Incident has been effectively resolved to the State Bar's satisfaction. Vendor shall conduct an investigation of the Security Incident and shall share the report of the investigation with the State Bar. At the State Bar's sole discretion, the State Bar and its authorized agents shall have the right to lead or participate in the investigation. If the State Bar is subject to liability for any Security Incident, then Vendor shall indemnify, defend, and hold harmless the State Bar from such claims.

#### I. **Compliance with Laws**

Vendor, and its personnel, employees, and subvendors will comply with all applicable laws, ordinances, and regulations adopted or established by federal, state, or local governmental bodies or agencies, including but not limited to the provisions of the Fair Employment and Housing Act (California Government Code, section 12900 et seq.) and any applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.), ADA/ADAAA, and section 508 of the Rehabilitation Act. Vendor will include the nondiscrimination and compliance provisions of this Section in all subcontracts that will perform work under the final Agreement.

#### J. **Staffing**

##### 1. **No Assignment, Subcontracting, Delegation or Transfer.**

- a. Vendor will not assign, subcontract, delegate, or otherwise transfer any of the rights, duties, or obligations set forth in the final Agreement to any third-party without the prior written consent of the State Bar.

- b. **Conditions Precedent for Vendor to Subcontract the Services.** Vendor

may retain independent subvendors to furnish Services and access Confidential Information (as defined in Section IV, subsection H) only in accordance with this section (hereinafter referred to as "Subvendors"). All Subvendors must be approved in advance in writing by the State Bar, such approval to be granted in the State Bar's sole discretion. In advance of providing any Services or receiving any Confidential Information, all Subvendors will execute a written agreement reasonably satisfactory to the State Bar: (i) sufficient to secure compliance by such Subvendors with the obligations of confidentiality concerning Confidential Information as set forth in Section IV, subsection H; (ii) in accordance with Section IV, subsection E.2. (Rights in Work Product), acknowledging Subvendor's obligation to transfer and/or assign any rights, title, and interest to all materials and Work Product in connection with performance hereunder; and (iii) effecting assignments of all Intellectual Property Rights concerning the Work Product, including the Deliverables to the State Bar as specified in Section IV, subsection E. The State Bar, upon request, may review such agreements at any time before or after execution by such Subvendors to ensure compliance with the final Agreement.

- c. **Assignment of Personnel.** Vendor must have control of its employees and Subvendors (if any) (individually and collectively, "Personnel") it assigns to the work of the Project; provided, however, that if the State Bar becomes dissatisfied with the performance of any of Vendor's Personnel providing Services, the State Bar may notify Vendor of the details of the unsatisfactory performance and the parties will cooperate to remedy the problem as soon as reasonably possible. If the State Bar makes such a request, Vendor will use its best efforts to reassign any Personnel who are the subject of the State Bar's dissatisfaction and instead attempt to provide Services through replacement Personnel. Services performed under the terms of the final Agreement will be performed at the State Bar's offices or Vendor's offices.
- d. **Vendor's Project Liaison.** Vendor must designate an employee of sufficient management rank to act as its representative in dealing with the State Bar ("Vendor's Project Liaison"). Vendor's Project Liaison must represent Vendor and have responsibility for ensuring that Vendor performs its obligations under the final Agreement and for communicating with the State Bar regarding Project status and issues. Vendor must use reasonable efforts to minimize changing the person who is serving as Vendor's Project Liaison during the Term.

## K. General Provisions

1. **Jurisdiction.** The final Agreement is deemed to have been made and entered into by the parties at San Francisco, California and will be construed according to the laws of the State of California. Any litigation arising out of or in connection with the final Agreement will be filed in the appropriate court in San Francisco, California.



2. **Audit.** The State Bar reserves the right to have an independent audit conducted of Vendor's compliance with the terms of the final Agreement, if the State Bar reasonably believes such audit is necessary to ensure confidentiality, or financial or program accountability or integrity. Vendor will retain all records associates with the Services performed for a period of four years from the expiration, cancellation, or termination of the final Agreement. Accordingly, Vendor agrees that the State Bar or its designated representative will have the right to review and to copy any records and supporting documentation pertaining to the performance of the final Agreement. Vendor agrees to allow interviews of any Personnel who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar to audit in any subcontract related to the performance of the final Agreement.