|  |  |  |
| --- | --- | --- |
| **STANDARD AGREEMENT** | | |
|  |  | AGREEMENT NUMBER |
|  |  | **[Agreement number]** |

1. In this Agreement, the term “Contractor” refers to **[Contractor name]**, and the term “JBE” refers to the **Judicial Council of California**.

2. This Agreement is effective as of **[Date]** (“Effective Date”).

3. The maximum amount the JBE may pay Contractor under this Agreement is $**[Dollar amount]** (the “Contract Amount”).

4. The purpose or title of this Agreement is: **Phoenix SAP System Integration Support**

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

5. The Parties agree that this Agreement, made up of this coversheet, the appendixes listed below, responses to **RFP-TCAS-2020-08-LB** and any attachments, contains the Parties’ entire understanding related to the subject matter of this Agreement and is mutually binding on the Parties in accordance with its terms.

**Appendix A –Description of Services**

**Appendix B – Pricing and Payment**

**Appendix C – General Terms and Conditions**

**Appendix D – Defined Terms**

**Appendix E – Program Background Material**

**Appendix F – Unruh Civil Rights Act and FEHA Certification**

|  |  |
| --- | --- |
| **JBE’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
|  |  |
| **[JBE name]** | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized*  **[Contractor name]** |
| **Sample Only – Do Not Sign** |  |
| BY *(Authorized Signature)*   | BY *(Authorized Signature)*   |
|  |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING  **[Name and title]** | PRINTED NAME AND TITLE OF PERSON SIGNING  **[Name and title]** |
| DATE EXECUTED | DATE EXECUTED |
|  |  |
| ADDRESS  **[Address]** | ADDRESS  **[Address]** |

**APPENDIX A: Description of Services**

1. **Phoenix Program Background**

The Phoenix Program is maintained by a State of California entity, the Judicial Council of California (“Judicial Council”), Administrative Division, Branch Accounting and Procurement Office, Trial Court Administrative Services. The data in the system and the primary system users are from the fifty-eight (58) superior courts.

Trial Court Administrative Services is comprised of two main units:

* The Phoenix **Shared Services Center** consists of staff that are super-users of the Phoenix SAP system, who provide day-to-day operational support of the courts.
* The Phoenix **Center of Excellence** consists of staff who are proficient in functional configuration, ABAP, UI5 and other related development, and Basis, and who provide analytical, configuration, and technical support of the Phoenix SAP system.

1.1 **SERVICES AND RESPONSIBILITIES**

1.1.1 SHARED SERVICES CENTER

The Shared Services Center provides centralized administrative services to the courts on the Phoenix System and promotes best practices and operational consistency statewide. The center provides a diverse range of financial and Human Capital Management operational services on a daily basis.

1.1.1.1 SSC Overview  
The Shared Services Center (SSC) is the central point of contact for courts using the *Phoenix System.*

1.1.1.2 SSC Services and Responsibilities

Financial Services provided by the SSC include:

* + - General ledger management, reconciliation, and reporting.
    - A centralized treasury, including bank account management and investments.
    - Trust accounting, which consists of money collected and held in trust on individual cases by the trial courts.
    - Procurement services, including supporting all the courts in using the system, and smaller courts in the entire procurement process.
    - Accounts payable which includes vendor, employee, and jury payments.
    - Production of a standardized set of monthly, quarterly, and annual financial statements that comply with existing statutes, rules, and regulations.

Human Resources/Payroll Services provided by the SSC include:

* + - Personnel administration, which includes employee hiring and separation, classification and pay, and organization management.
    - Benefits, which includes the proper deduction and payments, such as, health, dental, vision, etc.
    - Time management, which includes the proper recording of time and leave based on an individual’s work schedule, representation status, etc.
    - Payroll, which includes the processing of time records against pay and benefit records to produce employee payments, vendor payments, and updating of accounting records.
    - Payroll reconciliation, which includes validating the accounting records against the payroll records to ensure payments have been properly collected, disbursed, and accounted.
    - Employee and manager self-service, which includes access to self-service options, such as, timesheets for entry and verification, benefit information, contact information, etc.

1.1.1.3 SSC Goals

* + - Ensure uniformity of financial records.
    - Provide consistency of accounting and financial data.
    - Produce trial court monthly, quarterly, and annual financial statements.
    - Ensure compliance with existing statutes, rules, and regulations.
    - Monitor process compliance with service level agreements.

1.1.1.4 SSC Organization

The Shared Services Center is comprised of two major sections:

2.1.1.4.1 Phoenix Financial Services

* Trust Accounting Unit
* Phoenix Purchasing Support Services Unit
* General Ledger and Reports Unit
* Accounts Payable Unit

1.1.1.4.2 Phoenix Human Resources Services

* Payroll Financial Services Unit
* Payroll Services Unit

The Phoenix Shared Services Center is housed solely in the Sacramento office of the Judicial Council. Staff participate in both flexible work schedule and telecommute programs.

1.1.2 CENTER OF EXCELLENCE

The Center of Excellence (COE) is responsible for the systematic deployment, maintenance, and operation of the Phoenix System to the trial courts. Currently, all fifty-eight (58) courts have implemented the Phoenix Financial System. The Phoenix Human Resources System has been deployed to seventeen (17) courts – further deployment efforts are contingent upon additional resources.

1.1.2.1 COE Overview

The COE performs complex studies of accounting and human resources/payroll processes, business procedures, and court administrative operations. It also assists in formulation of new or revised policies and/or procedures to meet court administrative and business operation’s needs and implements automated processes where possible. The COE also provides more technical services to the Phoenix Program in partnership with a dedicated unit of the Judicial Council Information Technology office, with the support of other third party managed services and Microsoft Azure cloud services.

1.1.2.2 COE Services and Responsibilities

Continually direct project teams of Judicial Council and court representatives in the development of new and revised Financial and HR/Payroll processes and configuration for continuous improvement.

* + - Provide the required Project Management services for all efforts, whether they are formal projects or normal maintenance or enhancement requests, to ensure the most efficient use of resources and compliance with industry, program, and judicial branch enterprise and security standards.
    - Develop and modify reports for Financial and HR/Payroll activities specific to court operations and budgeting.
    - Prepare reports with recommendations based on studies and surveys to improve or change accounting and HR/Payroll policies, processes, and procedures.
    - Continually manage the Work of contracted system support consultants involved in support of the Phoenix System on behalf of the courts.
    - Design and build reports to satisfy requests from Third Parties including the California Legislature, the California State Auditor, the Judicial Council, and other branch entities.
    - Provide day-to-day user support and break fix services.
    - Develop requested enhancements; implement system patches and Upgrades for hardware as well as software.
    - Develop and provide daily monitoring of system tools and interfaces to support court administration. This includes implementation of program administered tools, as well as, interfaces with court systems and their third party service providers for financial, payroll, and benefit administration, etc.
    - Provide ongoing Maintenance and Operations services (M&O Support) to the Phoenix Program, ensuring that systems are operating on the most current vendor-required system and maintenance support levels.
    - Provide continuous improvement related to system change requests that support ever-evolving priorities of the trial courts and technological advances in the SAP solutions and beyond.

1.1.2.3 COE Goals

* + - Design, develop, enhance and maintain a quality integrated system of financial, human capital, and payroll processes within the Phoenix System.
    - Continually improve Judicial Council staff knowledge, skills, and abilities, as well as, review processes and configuration, to reduce the cost of delivering an integrated finance/HR/payroll system for the trial courts.
    - Design and develop training curriculum to support the trial court financial and human resources system.
    - Provide timely response to all system incidents, and enhancement requests.
    - Assist the Judicial Council in realization of the benefits of a fully integrated financial and HR system.
    - Provide opportunities for greater efficiency by the restructuring and redesign of business processes by leveraging the value of the ERP systems capabilities.
    - Eliminate duplication of efforts.
    - Minimize manual reconciliations.
    - Provide a foundation for the Judicial Council and the courts to explore additional functional and technical improvement opportunities, including but not limited to:
      * Deployment of HCM functionality to additional courts
      * Public Sector Budget Planning
      * e Procurement
      * Fixed Assets Management
      * Inventory Management
      * Learning Management
      * e Recruitment/Applicant Tracking/Onboarding
      * Performance Management
      * Expanded Self-Service functionality
      * Automated integration with other business solutions in the courts
      * Mobile access
      * Increased use of automated system support tools such as
        + automated testing tools and
        + advanced Solution Manager functions.

1.1.2.4 COE Organization

The Center of Expertise is comprised of three major sections:

* + - HR Production Support
    - Finance Production Support, including Process Support and Reporting.
    - Phoenix Information Systems Enterprise Resource Planning

Phoenix Center of Excellence staff shall be housed in both the Sacramento office of the Judicial Council of California (HR and Finance functional analysis and configuration staff); and the San Francisco office (ABAP Development and Basis support staff). Staff may participate in both flexible work schedule and telecommute programs.

**2. Description of Services**

2.1 Contractor is required to provide consultants to perform services that fit into or span across the following position categories to support the Judicial Branch’s Phoenix Program set forth above in Section 1: (i) SAP Financial Functional Analysts; (ii) SAP Human Capital Management (HCM) Functional Analysts; (iii) SAP Technical Consultants; (iv) SAP Basis Consultants; and (v) Other Specialists that are able perform the services set forth below in Section 2.2.5.

2.1.1. While the final determination rests with the Judicial Council, Contractor will work with the Judicial Council to determine the number of consultants needed, the exact nature of the required services, work location (generally San Francisco or Sacramento) and the length of service and experience required of each consultant, for the assigned Work. Senior consultants will have at least ten (10) years of relevant work experience, while “less-senior” consultants will have at least three to nine (3-9) years of relevant work experience.

2.1.2. The process by which work is authorized and assigned will be determined by the Judicial Council, and the Judicial Council has sole and absolute discretion to periodically revise such process, as necessary, during the Term of the Agreement.

2.2. Position Descriptions

2.2.1 SAP Financial Functional Analyst

Performs professional-level analytical and functional Work maintaining system configuration. Will coordinate the functional/business unit activities related to the requirements gathering, use cases, process documentation, development, training, testing and use of the Phoenix Financial System. This position will provide the subject matter expertise necessary to support the development and configuration updates for Judicial Council’s SAP implementation for the courts. In addition, provides lead direction and senior level subject matter expertise, and work review of Project Staff and/or performs and coordinates complex and specialized Work, including defining test plans, training plans and recommendations for business process reengineering. Required skills include expertise using SAP Solution Manger, SAP Productivity Pak, and Judicial Council’s support tools (see Appendix E, Program Background Material for list of complementary third party software tools used by the Program). The SAP Financial Functional Analyst’s skill set required may include any of or a combination of the following or similar areas:

* Team Lead;
* Integration Manager;
* General Ledger;
* Accounts Payable;
* Accounts Receivable;
* Cash Management;
* Controlling (Cost Center and Internal Order Accounting);
* Project Systems (Project Accounting);
* Funds Management Budget Control System;
* Grants Management;
* Public Sector Collections and Disbursements;
* Materials Management (Procurement);
* Public Sector Budgeting;
* Workflow;
* eProcurement;
* Fixed Assets Management; and
* Inventory Management.

These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.2 SAP HCM Functional Analyst

See SAP Financial Functional Analyst for required experience. The SAP HCM Functional Analyst’s skill set required may include any of or a combination of the following or similar areas:

* Team Lead;
* Integration Manager;
* Personnel Administration;
* Organizational Management;
* Payroll (HR and Finance);
* Time Management;
* Benefits Administration;
* Organization Management;
* HR/Payroll Financials;
* Employee and Manager Self-Services (Fiori Apps);
* Workflow;
* Learning Management Solution; and
* Performance Management.

These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.3 SAP Technical Consultant

Performs professional-level analytical ABAP, or other SAP-relevant design, review and development. The consultant must have the ability to lead ABAP or other SAP-relevant development staff, with Finance and/or HCM development expertise on Reports, Interfaces, Enhancements, Forms, Personas, Fiori Apps, etc. - designs, codes, configures, tests and debugs ABAP programs. Performs code review/analysis, requirements analysis, quality assurance, and performance tuning. Supports, maintains, and documents Phoenix SAP custom functions and routines. Analyzes support issues in interaction with functional team members, participates in design and develops viable solutions. Develops and provides production support of the Phoenix SAP application using best practices and complies with Judicial Council development standards. Consultant will support existing and new interfaces, and will understand integration with third party tools using Web Services, SFTP, etc.

These kinds of services are generally performed at the Judicial Council San Francisco office during regular business hours.

2.2.4 SAP Basis Consultant

Provides basis consulting, system administration and operation control for Support and Maintenance and Implementation Projects. Should have strong technical skills in SAP support, which includes:

* Upgrades, system copy, performance tuning, authorization setup, TMS admin, applying patches, backup and restore processes;
* Support for ECC, S/4HANA, Netweaver, BW, BW on HANA, and Enterprise Portal, experience supporting add-on tools such as Solution Manager, Productivity Pack, EPI-USE HR data migration tools, BSI Taxfactory, Secude/NetWeaver SSO and FileNet;
* Proficient in Fiori, Java, JavaScript, HTML5 development and User Experience (UX) design;
* Understanding of ESS/MSS configuration and portal content management;
* Experience with Web Services design and development; and
* Knowledge of Oracle and HANA database administration, Linux OS and application and infrastructure security.

These kinds of services are generally performed at the Judicial Council San Francisco office during regular business hours.

2.2.5 Other Specialists – Position Titles and Descriptions:

2.2.5.1 SAP Project Manager

Lead and participate in project planning and monitoring, and vendor resource management, including tasks such as:

* Develop or assist in development and monitoring of detailed project work plans using Microsoft Project and other tools;
* Review and assist in managing the support process and specific incident handling using SAP Solution Manager and other tools;
* Support Quality Assurance process; and
* Review support needs and ensure proper resources are assigned and functioning at a high level.

These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.5.2 SAP Quality Assurance Analyst

Design, automate, and execute test plans, scripts, and test data creating to ensure the quality of software applications and enhancements; supports research, triage and resolution for both production and testing incidents; performs related Work as assigned.

These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.5.3 OCM/Training Consultant

Leads and participates in project training and communication planning and execution, including tasks such as:

* Assist in Training Curriculum and Material development and review using SAP Productivity Pak, Microsoft Office, and other tools; and
* Provide and support in-person and online End-User Training;

These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.5.4 SAP Business Warehouse Architect/Developer

Supports existing SAP Business Warehouse solution and assists with design, development, configuration and tuning of new and existing Business Warehouse extractors, data providers, cubes and reports. These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.5.5 SAP Security Analyst

Supports maintenance of existing catalog of user roles, identifies and provides recommendations for mitigating risk. Work with technical and functional support staff on design of new roles and user maintenance.

These kinds of services are generally performed at the Judicial Council Sacramento office during regular business hours.

2.2.5.6 Specialist Other

Provide strategy, functional and/or technical input, or implementation or maintenance support, in one or more areas of interest to the Phoenix Program. These areas include, but are not limited to:

* + Architect (Cloud (MS Azure), Application, or other);
  + HANA;
  + Data Analytics;
  + Netweaver Portal;
  + User Experience/User Interface Design;
  + Fiori App Services;
  + Solution Manager;
  + SAP Budget and Planning;
  + Governance Risk and Compliance;
  + SAP SuccessFactors, etc.;

These kinds of services may be performed at the Judicial Council Sacramento or San Francisco office during regular business hours.

**APPENDIX B: Pricing and Payment**

**Fees.** In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the JBE shall pay to Contractor the fees as set forth in this Appendix B. All expenses relating to the Work are included in such fees. Notwithstanding the forgoing, in the unlikely event that the Judicial Council, in its sole and absolute discretion, authorizes payment for travel and other such expenses during the Term of any Agreement, such payment will subject to the Judicial Council’s then current Travel and Living Expense Guidelines. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

|  |  |  |
| --- | --- | --- |
| **Job Title** | **Rate in USD per Hour\*** | |
|  | **Senior Resource** | **Less-senior Resource** |
| **Currently Utilized Resource Consultants:** | [TBD] | [TBD] |
| SAP Financial Functional Analyst | [TBD] | [TBD] |
| SAP HCM Functional Analyst | [TBD] | [TBD] |
| SAP Technical Consultant | [TBD] | [TBD] |
| SAP Basis Consultant | [TBD] | [TBD] |
|  |  |  |
| **Additional Consultant Resources:** |  |  |
| SAP Project Manager | [TBD] | [TBD] |
| SAP Quality Assurance Analyst | [TBD] | [TBD] |
| OCM/Training Consultant | [TBD] | [TBD] |
| SAP Business Warehouse Architect/Developer | [TBD] | [TBD] |
| SAP Security Analyst | [TBD] | [TBD] |
| SAP Specialist Other | [TBD] | [TBD] |

 \* All hourly rates shall remain firm fixed for the full duration of the Initial Term.  If the Judicial Council elects to exercise an option term, hourly rates may not increase by more than the lesser of 3% or the average percentage change in the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry, service-providing industries, over the prior twelve (12) month period. Adjustments will not occur unless Contractor requests an increase in writing. If Contractor does not request an increase before the extension option is exercised, the then-current rates may remain in effect for the option year.  Any adjustment shall not be retroactive to a prior year.  Except for such rate increases, rates shall remain firm fixed for the duration of the option term.

Resource time may be billed at a rate lower than published per agreement if appropriate for the specific resource but must not exceed the fixed applicable hourly rate.

Billing must be for actual time worked, to the nearest quarter (.25) hour. For example, if a consultant works for 1 hour 15 minutes, billing should be for no more than 1.25 hours. If a consultant works for 1 hour 25 minutes, billing should be for no more than 1.5 hours.

1. **Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
2. **Invoicing and Payment.**
   1. Invoicing. Contractor’s invoices must include information and supporting documentation for hours actually worked. Contractor will submit their invoice to the Judicial Council on a monthly basis. Payment will be made at the hourly rates specified in this Appendix B. Consultant’s actual activities performed for the hours invoiced must be described in sufficient detail for the Judicial Council to satisfactorily verify the service was actually performed.
   2. In the unlikely event where the JBE authorizes travel expenses, those invoices will be separate from the invoices discussed above in 2.1
   3. The JBE will not make any advance payment for the Work. Contractor shall provide invoices with the level of detail reasonably requested by the JBE. The JBE will pay each correct, itemized invoice received from Contractor no later than (60) days after Acceptance, in accordance with the terms of this Agreement.

**3. Availability of Funds**. The JBE’s obligation to compensate Contractor is subject to the availability of funds. The JBE shall notify Contractor if funds become unavailable or limited.

### 4. Taxes. Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

### APPENDIX C: General Terms and Conditions

1. **Work**

1.1 Work. Contractor shall provide the Work described in this Agreement, including the Description of Services. Except as set forth in the Description of Services, Contractor is responsible for providing all facilities, Materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement.

1.2 Stop Work Orders.

### (a) Effect. The JBE may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. The JBE shall not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the JBE shall either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

### (b) Expiration or Cancellation. If a stop work order is canceled by the JBE or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Work covered by such stop work order. The JBE shall make an equitable adjustment in the delivery schedule, and the applicable Work shall be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

## 1.3 Change Orders. From time to time during the Term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a “Change”), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in the Work and/or payments to Contractor. An authorized representative of each Party shall promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party’s agreement to the adjustments.

## 1.4 Third Party or JBE Services. Notwithstanding anything in this Agreement to the contrary, the JBE shall have the right to perform or contract with a Third Party to provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT Infrastructure of the Judicial Branch Entities or JBE Contractors. In the event the JBE performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Judicial Branch Entities and any such Third Party, to the extent reasonably required by the JBE. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the JBE or a Third Party to perform its services relating to the Work.

1.5 Data and Security***.***

### (a) Safety and Security Procedures. While at each JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.

### (b) Data Security.

### Contractor shall comply with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the Term of this Agreement, Contractor and its performance of its obligations under this Agreement shall be in compliance with, the current NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any NIST 800-53 standards, guidelines, or requirements for security controls or data security protocols.

### Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or Third Parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to Third Parties, or provide Third Parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.

### Work provided from outside the continental United States, including, but not limited to, remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. Upon the JBE’s request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor’s system, records, and backups, and all subsequent use of such information by Contractor shall cease.

### Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, Applicable Laws, this Agreement, and JBE policies and procedures.

### (c) Data Breach

### If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE’s satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, the JBE may require Contractor , at its expense, to have an independent, industry-recognized, JBE-approved ThirdParty perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor’s receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

### (d) Security Assessments

### Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor’s operational documentation, records, logs, and databases that relate to JBE data security and any Contractor Information Security Program that relates to JBE security. Upon the JBE’s request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor’s compliance with its privacy and data security obligations that relate to JBE security. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor’s assessors, of such assessment, and, at its expense, take any corrective actions.

### (e) Data Requests

### Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

### (g) Transition Period

### For ninety (90) days prior to the expiration date of this Agreement or Work, or upon notice of termination of this Agreement or Work, Contractor shall assist the JBE, as applicable, in extracting and/or transitioning all JBE Data in the format determined by the JBE (“Transition Period”)..

## 1.6 Project Staff.

### (a) Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor’s obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the JBE Project Manager.

### (b) Contractor Key Personnel. The JBE reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the JBE. Contractor shall not replace or reassign any Contractor Key Personnel unless the JBE consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the JBE promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the JBE, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

### (c) Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the JBE in writing in advance. The JBE may withdraw its approval of a Subcontractor if the JBE determines in good faith that the Subcontractor is, or will be, unable to effectively perform its responsibilities. If the JBE rejects any proposed subcontractor in writing, Contractor will assume the proposed Subcontractor’s responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The JBE’s consent to any subcontracting or delegation of Contractor’s obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the JBE for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the JBE; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the JBE an intended Third Party beneficiary under Contractor’s written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

### (d) Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the JBE with regard to assignment of its employees. The JBE may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Branch Entities or JBE Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the JBE’s consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Judicial Branch Entities or JBE Contractors. The Contractor Project Manager and the JBE Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over $200,000 (excluding Consulting Services), then Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

### (e) Conduct of Project Staff.

#### While at the JBE Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Judicial Branch Entities regarding safety and health, security, personal and professional conduct generally applicable to such JBE Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

#### Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member’s right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

#### Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor’s employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE or the Judicial Branch Entities.

## 1.7 Licenses and Approvals.  Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.

## 1.8 Progress Reports. As directed by the JBE, Contractor must deliver progress reports or meet with JBE personnel on a regular basis to allow: (i) the JBE to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

1. **Delivery, Acceptance, and Payment.**
   1. Delivery. Contractor shall deliver to the JBE the Deliverables in accordance with this Agreement... Contractor will bear the risk of loss for any Work being delivered until received by the JBE.
   2. Acceptance. All Work is subject to written acceptance by the JBE. The JBE may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor’s invoice or Work. If the JBE provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Work to the JBE within ten Business Days after Contractor’s receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this Section until Contractor’s receipt of the JBE’s written acceptance of such corrected Work (each such JBE written acceptance, an “Acceptance”); provided, however, that if the JBE rejects any Work on at least two occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

2.3 Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in Appendix B. The fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

1. **Representations and Warranties.**Contractor represents and warrants to the JBE as follows:

### Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor’s representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Judicial Branch Entities under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; and (vii) Contractor pays all undisputed debts when they come due.

### No Gratuities or Conflict of Interest. Contractor: (i) has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

### No Litigation. No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor’s business, financial condition, or ability to perform this Agreement.

### Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the JBE.

### No Interference. To the best of Contractor’s knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor’s other contracts.

### Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

### No Harassment / Nondiscrimination. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.

### Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. If the Contract Amount is $100,000 or more, Contractor is in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.

### National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### Child Support Compliance Act. If the Contract Amount is $100,000 or more: (i) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

### Intellectual Property. Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Judicial Branch Entities’ benefit, all Contractor Materials, Third Party Materials, and Licensed Software used and to be used in connection with the Work.

### Work. (i) the Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, Claims, and encumbrances; (iv) all Work will be free from all Defects in Materials and workmanship, and will be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement; and (v) all equipment purchased by the JBE from Contractor will be new. In the event any Work does not conform to the foregoing provisions of this Section 3.12, Contractor shall promptly correct all nonconformities.

### Malicious Code. No Work will contain any Malicious Code. Contractor shall immediately provide to the JBE written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Judicial Branch Entities’ IT Infrastructure or networks or in the Contractor systems used to provide Work. In the event Contractor or the JBE discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the JBE, to effect the prompt removal of the Malicious Code from the Work and the Judicial Branch Entities’ IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

### Four-Digit Date Compliance. Contractor will provide only Four-Digit Date Compliant Work to the JBE. “Four-Digit Date Compliant” Work can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

### Conflict Minerals. Contractor certifies either: (i) it is not a “scrutinized company” as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934

3.16 Miscellaneous. The rights and remedies of the JBE provided in this Section 3 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Section 3 shall be true and accurate as of the Effective Date, and shall remain true during the Term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the JBE if any representation or warranty becomes untrue.

1. **Intellectual Property.**

### Contractor/Third Party Materials. Contractor shall set forth in an exhibit to each episode of Work all Contractor Materials and Third Party Materials that Contractor intends to use in connection with that Work. The JBE shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Judicial Branch Entities, together with all JBE Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, nonexclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

### Rights in Developed Materials. Notwithstanding any provision to the contrary, upon their creation the Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of the JBE. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the JBE without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the JBE’s or its designee’s ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials. Contractor shall promptly notify the JBE upon the completion of the development, creation or reduction to practice of any and all Developed Materials.

### Retention of Rights. The JBE retains all rights, title and interest (including all Intellectual Property Rights) in and to the JBE Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.

4.4 Third Party Rights. Contractor hereby assigns to the Judicial Branch Entities all of Contractor’s licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from Third Parties) to all Third Party Materials incorporated into the Work. If such licenses and rights cannot be validly assigned to or passed through to Judicial Branch Entities by Contractor without a Third Party’s consent, then Contractor will use its best efforts to obtain such consent (at Contractor’s expense) and will indemnify and hold harmless the JBE, Judicial Branch Entities and Judicial Branch Personnel against all Claims arising from Contractor’s failure to obtain such consent.

1. **Confidentiality.**

### General Obligations. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the JBE’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know in order to provide the Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section 5. The provisions of this Section 5 shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Notwithstanding any provision to the contrary, Contractor will keep all Personal Information confidential, unless otherwise authorized by the JBE in writing.

### Removal; Return. Contractor will not remove any Confidential Information from Judicial Branch Entities’ facilities or premises without the JBE’s express prior written consent. Upon the JBE’s request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations.

### Breach of Confidentiality. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

1. **Indemnification.**

### General Indemnity. Contractor shall indemnify, defend (with counsel satisfactory to the JBE), and hold harmless Judicial Branch Entities and Judicial Branch Personnel against all Claims founded upon or that arise out of or in connection with: (i) Contractor’s provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other Materials provided by Contractor or Subcontractors to Judicial Branch Entities (collectively, the “Covered Items”). Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE’s prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

### Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor’s or the JBE’s reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions in the listed order of preference: (a) secure for the Judicial Branch Entities the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it noninfringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

1. **Insurance.**

### Basic Coverage. Contractor shall provide and maintain at Contractor’s expense the following insurance during the Term:

### Workers Compensation and Employer’s Liability. The policy is required only if Contractor has employees. It must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of $1 million per accident or disease;

### Commercial General Liability. The policy must be written on an occurrence form with limits of not less than $1 million per occurrence, and a $1 million annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed in a contract.; and

### Professional Liability. The policy must cover Contractor’s acts, errors and omissions committed or alleged to have been committed which arise out of rendering or failure to render services provided under this Agreement. The policy shall provide limits of not less than $1 million per occurrence and annual aggregate.

### Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than $1 million per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.

### “Claims Made” Coverage. If any required insurance is written on a “claims made” form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the JBE’s acceptance of all Work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that Work commences under this Agreement.

### Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

### Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

### Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the JBE, including Judicial Branch Personnel, any deductible or self-insured retention that is connected to the insurance required under this Section 7.

### Additional Insured Status. With respect to commercial general liability, automobile liability insurance, and, if applicable, umbrella policy, the policies must be endorsed to name the Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liabilities arising out of the performance of the Agreement.

### Certificates of Insurance. Before Contractor begins providing Work, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE. Any replacement certificates of insurance are subject to the approval of the JBE, and, without prejudice to the JBE, Contractor shall not provide Work before the JBE approves the certificates.

### Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

### Required Policy Provisions. Each policy must provide, as follows:

### (a) Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and noncontributory with any insurance or self-insurance programs maintained by Judicial Branch Entities and Judicial Branch Personnel. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against Judicial Branch Entities and Judicial Branch Personnel for liability arising out of the Work; and

### (b) Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer’s liability.

### Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

### Consequences of Lapse. If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

1. **Term / Termination.**

## Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance with the terms of this Agreement. This Agreement shall commence on the Effective Date and have an initial term of three (3) year(s). The JBE may, at its sole option, extend the Term for up to two (2) consecutive one-year periods, at the end of which this Agreement shall expire. In order to extend the Term, the JBE must notify Contractor prior to the end of the initial term (or the then-current one-year extension period).

## Termination for Convenience. The JBE may terminate, in whole or in part, this Agreement and/or any Work for convenience (without cause) upon thirty (30) days prior written notice. The JBE’s notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the JBE under this Agreement or any issuance of Work. After receipt of such notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.

## Early Termination. The JBE may terminate, in whole or in part, this Agreement or any Work immediately “for cause” if Contractor is in Default. The JBE may also terminate this Agreement or limit Work (and proportionately, Contractor’s fees) upon written notice to Contractor without prejudice to any right or remedy of the Judicial Branch Entities if: (i) expected or actual funding to compensate the Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor’s performance under this Agreement has become infeasible due to changes in Applicable Laws.

## Rights and Remedies of the JBE.

#### All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in Default, or if a Third Party claim or dispute is brought or threatened that alleges facts that would constitute a Default under this Agreement. If Contractor is in Default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following notice, the JBE’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

#### If the JBE terminates this Agreement or Work in whole or in part for cause, the JBE may acquire from Third Parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Branch Entities for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE or Judicial Branch Entities. Contractor shall continue the Work not terminated hereunder.

#### In the event of any expiration or termination of this Agreement or Work, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or Materials; and (ii) any Contractor Materials, Third Party Materials, and Developed Materials comprising such Deliverables or partially-completed Deliverables), Confidential Information, JBE Data, JBE Materials, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or Work, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE’s termination is not based on a Default, JBE shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the JBE’s termination notice.

## Termination Assistance. At the JBE’s request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the JBE or to its designee (collectively, “Successor”) services reasonably necessary to enable the JBE to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the “Termination Assistance Services”). Termination Assistance Services will be provided to the JBE by Contractor regardless of the reason for termination or expiration. At the JBE’s option and election, the JBE may extend the Termination Assistance Period for an additional six (6) months.

## Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including Sections 3 through 10 of these General Terms and Conditions, and Appendix E.

## Tax Delinquency. Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately “for cause” pursuant to Section 8.3 if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

1. **Special Provisions.**

### Agreements Providing for Compensation of $50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if the Contact Amount is $50,000 or more, Contractor agrees that no JBE funds received under this agreement will be used to assist, promote or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures and no reimbursement from the JBE was sought for these costs. Contractor will provide those records to the Attorney General upon request.

### DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE Subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE Subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE Subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of work Contractor committed to provide to each DVBE Subcontractor and the amount each DVBE Subcontractor received under the Agreement; (2) the name and address of each DVBE Subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE Subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE Subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

### Competitively Bid Contracts; Antitrust Claims. If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.

### Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Materials, or services by Contractor for sale to the JBE pursuant to the bid. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. (GC 4552)

### If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

### Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the JBE has not been injured thereby, or (2) the JBE declines to file a court action for the cause of action. (GC 4554)

9.4 Iran Contracting Act. If the Contract Amount is $1,000,000 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

9.5 Loss Leader Prohibition. If this Agreement involves the purchase of goods, this section is applicable. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

9.6 Recycling. If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

9.7 Sweatshop Labor. If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, Materials, or supplies other than for public works, this section is applicable. Contractor certifies that no apparel, garments or corresponding accessories, equipment, Materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.

9.8 Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the Parties that this Agreement may have been written for the mutual benefit of both Parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

(b) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

(c) The Parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the Parties to reflect any reduction in funds.

(d) The Parties may amend the Agreement to reflect any reduction in funds.

9.9 Equipment Purchases. If this Agreement includes the purchase of equipment, this section is applicable. The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor’s invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

9.10 Small Business Preference Contract Clause. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

1. **General.**

## 10.1 Audits. Contractor shall allow the JBE and its designees to review and audit Contractor’s documents and records relating to this Agreement, and Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor shall provide to the Judicial Branch Entities and JBE Contractors, on Contractor’s premises (or, if the audit is being performed of an Subcontractor, Subcontractor’s premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office‑related equipment and duplicating services as the Judicial Branch Entities or such JBE Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.

## 10.2 References. In this Agreement and the Appendixes: (a) the Appendixes shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendixes; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word “including” or the phrase “e.g.” means “including, without limitation” and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

## 10.3 Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the JBE. Any assignment made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.

10.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth below:

|  |  |
| --- | --- |
| **If to Contractor: TBD** | **If to the JBE: TBD** |
| [name, title, address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [name, title, address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10.5 Independent Contractors. Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Judicial Branch Entities or JBE Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.

10.6 Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

10.7 Publicity. News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the JBE.

10.8 Third Party Beneficiaries. Except for the Judicial Branch Entities, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

10.9 Governing Law; Jurisdiction; and Venue. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The Parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.

10.10 Follow-On Contracting. Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.

10.11 Order of Precedence. Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D – Defined Terms; (ii) the Coversheet; (iii) Appendix B – Pricing and Payment; (iv) Appendix A – Description of Services; (v) Appendix F – Unruh Civil Rights Act and FEHA Certification; and (vi) any other appendices to the Agreement.

10.12 Miscellaneous. This Agreement has been arrived at through negotiation between the Parties. Neither Party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party’s waiver of enforcement of any of this Agreement’s terms or conditions is effective only if in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Time is of the essence regarding Contractor’s performance of the Work. Unless otherwise approved by the JBE in writing in advance, Work may not be performed outside of the United States. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

### APPENDIX D: Defined Terms[[1]](#footnote-2)

### “Acceptance” is defined in Appendix C, Section 2.2.

### “Agreement” means this Standard Agreement as defined on the Coversheet, including the following: Appendix A (Description of Services), Appendix B (Pricing and Payment), Appendix C (General Provisions), Appendix D (Defined Terms), Appendix E (Program Background Material), and Appendix F (Unruh Civil Rights Act and FEHA Certification).

### “Applicable Law” means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

### “Business Day” means any day other than Saturday, Sunday or a scheduled JBE holiday.

### “Claims” means claims, suits, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs), including those based on the injury to or death of any person or damage to property.

### “Confidential Information” means: (i) any information related to the business or operations of Judicial Branch Entities, including court records, and information relating to court proceedings, security practices, and business methodologies, (ii) information relating to Judicial Branch Entities’ personnel, users, contractors, or agents, including information that the JBE’s personnel, agents, and users upload, create, access or modify pursuant to this Agreement; (iii) all financial, statistical, technical and other data and information of the Judicial Branch Entities (and proprietary information of Third Parties provided to Contractor), including trade secrets and other intellectual property, or proprietary information; (iv) data and information that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (v) Personal Information, Deliverables, Developed Materials, and JBE Materials. Confidential Information does not include information (that Contractor demonstrates to the JBE’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

### “Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type. The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

### “Contract Amount” has the meaning set forth on the Coversheet.

### Contractor” has the meaning set forth on the Coversheet and includes any employee, independent contractor, or agent of the Contractor.

### “Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” .

### “Contractor Project Manager” means the employee designated by Contractor as the Contractor project manager.

### “Contractor Work Location(s)” means any location (except for a JBE Work Location) from which Contractor provides Work.

### “Contractor Materials” means Materials owned or developed prior to the provision of the Work, or developed by Contractor independently from the provision of the Work and without use of the JBE Materials or Confidential Information.

### “Coversheet” refers to the first sheet of this Agreement.

### “Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, this Agreement, or pursuant to JBE policies or procedures.

### “Default” means if any of the following occurs: (i) Contractor breaches any of Contractor’s obligations under this Agreement, and this breach is not cured within ten (10) days following notice of breach (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (x) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (y) ensure that these obligations are legal, valid, and binding, or (z) make this Agreement admissible when required is not fulfilled or performed.

### “Defect” means any failure of any portion of the Work to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

### “Deliverables” means any Developed Materials, Contractor Materials, Third Party Materials, or any combination thereof , as well as any other items, goods, or equipment provided pursuant to the Work .

### “Description of Services” means Services to be provided pursuant to and governed under the terms of this Agreement, substantially in the form attached as Appendix A, as agreed to by the Parties.

### “Developed Materials” means Materials created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Judicial Branch Entities or JBE Contractors, in the course of providing the Work under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-process, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Materials, and (iii) all Deliverables; provided, however, that Developed Materials do not include Contractor Materials.

### “Documentation” means all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training Materials and other documentation related to the Work; together with all Upgrades thereto.

### “Effective Date” has the meaning set forth on the Coversheet.

### “Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

### “IT Infrastructure” means software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.

### “JBE” has the meaning defined in the Coversheet of this Agreement.

### “JBE Contractors” means the agents, Subcontractors and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

### “JBE Data” means the Confidential Information, Personal Information, and any information, data, or content that is provided to or accessed by Contractor.

### “JBE Project Manager” means the individual appointed by the JBE to communicate directly with the Contractor Project Manager.

### “JBE Work Locations” means any JBE facility at which Contractor provides Work.

### “JBE Materials” means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a JBE Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

### “Judicial Branch Entity” or “Judicial Branch Entities” means the JBE and any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

### “Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

### “Malicious Code” means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Judicial Branch Entities’ hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

### “Materials” means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

### “Parties” means the JBE and Contractor, collectively.

### “Party” means either the JBE or Contractor, as the case may be.

“Personal Information” means any personally-identifiable information (e.g., person’s name, address, credit card number, email address) that is provided, generated, collected, accessed, stored or obtained pursuant to this Agreement, including transactional and other data pertaining to individuals.

### “Project Staff” means the personnel of Contractor and Subcontractors who provide the Work.

### “Source Code” means human-readable program statements written by a programmer or developer in a high-level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.

### “Specifications” means with respect to each Deliverable, Licensed Software, service, goods, or other portion of the Work, the detailed provisions and documents setting out the specifications, functionality and requirements.

### “Subcontractor” means the agents, subcontractors and other representatives of Contractor providing Work hereunder who are not employees of Contractor.

### “Term” means the term of this Agreement.

### “Termination Assistance Period” means the period commencing upon the expiration or termination of this Agreement and expiring six (6) months thereafter, as such period may be extended by the Parties.

### “Third Party” means any person or entity other than the JBE or Contractor.

### “Third Party Materials” means Materials that are licensed or obtained by Contractor from a Third Party.

### “Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, patches for, the Licensed Software, Deliverables, Documentation, or any other portion of the Work.

“Work” means each of the following, individually and collectively: the services provided under this Agreement, including those services and Deliverables set forth in a Description of Services, and any incidental services, items, or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement, but which are required for the performance of Contractor’s obligations and delivery of services.

“Workaround” means a temporary modification to or change in operating procedures for the Work that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Work complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Work or any reloading of data; and (iii) does not otherwise impose any requirements that would impede an end user’s efficient use of the Work.

### “Work Location(s)” means any JBE Work Location or Contractor Work location.

**APPENDIX E:**

**PROGRAM BACKGROUND MATERIAL**

# 



| **Court** | **Total Active Users** | **# Users FI (ECC)** | **# Users HR (ECC)** | **# XSS Users (non-ECC)** | **# BW Users** |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***JCC*** | 198 | 197 | 73 |  | 107 |  |
| ***Alameda*** | 111 | 111 |  |  | 35 |  |
| ***Alpine*** | 4 | 3 | 3 |  | 2 | 2 users with FI & HR |
| ***Amador*** | 4 | 4 |  |  | 1 |  |
| ***Butte*** | 7 | 7 |  |  | 5 |  |
| ***Calaveras*** | 26 | 3 | 3 | 23 | 4 | 3 users with FI & HR |
| ***Colusa*** | 14 | 2 | 2 | 12 | 1 | 2 users with FI & HR |
| ***Contra Costa*** | 18 | 18 |  |  | 3 |  |
| ***Del Norte*** | 4 | 4 |  |  | 3 |  |
| ***El Dorado*** | 10 | 10 |  |  | 10 |  |
| ***Fresno*** | 22 | 22 |  |  | 10 |  |
| ***Glenn*** | 5 | 5 |  |  | 3 |  |
| ***Humboldt*** | 83 | 6 | 12 | 66 | 4 | 4 users with HR & FI roles |
| ***Imperial*** | 5 | 5 |  |  | 3 |  |
| ***Inyo*** | 3 | 3 |  |  | 1 |  |
| ***Kern*** | 505 | 16 | 15 | 483 | 13 | 9 users with FI & HR |
| ***Kings*** | 4 | 4 |  |  | 3 |  |
| ***Lake*** | 33 | 3 | 3 | 30 | 3 | 3 users with FI & HR |
| ***Lassen*** | 20 | 4 | 4 | 16 | 2 | 4 users with FI & HR |
| ***Los Angeles*** | 663 | 663 |  |  | 31 |  |
| ***Madera*** | 9 | 9 |  |  | 7 |  |
| ***Marin*** | 8 | 8 |  |  | 2 |  |
| ***Mariposa*** | 4 | 4 |  |  | 4 |  |
| ***Mendocino*** | 7 | 7 |  |  | 2 |  |
| ***Merced*** | 7 | 7 |  |  | 4 |  |
| ***Modoc*** | 3 | 3 |  |  | 2 |  |
| ***Mono*** | 4 | 4 |  |  | 1 |  |
| ***Monterey*** | 20 | 20 |  |  | 14 |  |
| ***Napa*** | 8 | 8 |  |  | 2 |  |
| ***Nevada*** | 7 | 7 |  |  | 5 |  |
| ***Orange*** | 168 | 168 |  |  | 62 |  |
| ***Placer*** | 7 | 7 |  |  | 3 |  |
| ***Plumas*** | 7 | 7 |  |  | 3 |  |
| ***Riverside*** | 1120 | 60 | 42 | 1040 | 29 | 22 users with FI & HR |
| ***Sacramento*** | 661 | 52 | 31 | 599 | 6 | 21 users with FI & HR |
| ***San Benito*** | 4 | 4 |  |  | 3 |  |
| ***San Bernardino*** | 1073 | 34 | 30 | 1026 | 18 | 17 users with FI & HR |
| ***San Diego*** | 204 | 204 |  |  | 47 |  |
| ***San Francisco*** | 22 | 22 |  |  | 8 |  |
| ***San Joaquin*** | 49 | 49 |  |  | 7 |  |
| ***San Luis Obispo*** | 7 | 7 |  |  | 6 |  |
| ***San Mateo*** | 20 | 20 |  |  | 5 |  |
| ***Santa Barbara*** | 17 | 17 |  |  | 6 |  |
| ***Santa Clara*** | 572 | 110 | 16 | 462 | 15 | 16 users with FI & HR |
| ***Santa Cruz*** | 133 | 7 | 8 | 122 | 4 | 4 users with FI & HR |
| ***Shasta*** | 10 | 10 |  |  | 5 |  |
| ***Sierra*** | 2 | 2 |  |  | 2 |  |
| ***Siskiyou*** | 31 | 5 | 4 | 26 | 3 | 4 users with FI & HR |
| ***Solano*** | 10 | 10 |  |  | 3 |  |
| ***Sonoma*** | 11 | 11 |  |  | 2 |  |
| ***Stanislaus*** | 235 | 19 | 14 | 213 | 10 | 11 users with FI & HR |
| ***Sutter*** | 52 | 4 | 4 | 47 | 3 | 3 users with FI & HR |
| ***Tehama*** | 5 | 5 |  |  | 2 |  |
| ***Trinity*** | 17 | 3 | 2 | 14 | 3 | 2 users with FI & HR |
| ***Tulare*** | 14 | 14 |  |  | 5 |  |
| ***Tuolumne*** | 3 | 3 |  |  | 2 |  |
| ***Ventura*** | 24 | 24 |  |  | 8 |  |
| ***Yolo*** | 5 | 5 |  |  | 3 |  |
| ***Yuba*** | 50 | 4 | 7 | 41 | 5 | 2 users with FI & HR |
|  |  |  |  |  |  |  |
| Highlighted rows denote deployment of HR Payroll at Court. #XSS Users is also number of employees. | | | | | | |

**System Use Metrics - To Support the Trial Courts, Phoenix Shared Services annually (based on a recent fiscal year):**

* + Processes 519,000 payments worth approximately $3.5 billion
  + Issues 194,000 operations and trust checks
  + Issues 242,000 jury checks
  + Issues 73,000 electronic payments
  + Issues 7,100 IRS Tax Form 1099-MISC to court vendors
  + Reconciles over 93,000 deposits totaling more than $4.7 billion
  + Processes over 53,000 trust disbursements entered by the courts totaling $149 million
  + Processes over 48,000 electronic fund transfers
  + Assists courts with approximately 11,000 PO purchases with value of over $341 million
  + Creates 593 Purchase orders for 22 Virtual Buyer courts worth $12 million
  + Maintains over 71,000 vendor master data records
  + Processes an average of 110 vendor garnishments each month
  + Process 464 main payrolls for 17 Phoenix HR Payroll courts; Processing includes:
    - 60,850 employee check payments
    - 105,526 Direct Deposit checks
    - 469 Benefit Reconciliations
    - 144 Payroll Quarterly Tax Filings
    - 60,515 Wage and Tax Statement (W-2) reconciliations
    - 3,837 Wage and Tax Statement (W-2) distributions
  + Process payroll for 199 assigned judges
  + Respond to approximately 18,200 inquiries from a combination of e-mails and phone calls

**System Support Metrics - To Support the Trial Courts, Phoenix COE annually:**

* + Process over 1,800 Maintenance and Functional Change Requests (1,227 security changes & 636 incidents)
  + Manage document inventory of over 1,120 work instructions and managed documents on Phoenix Help.
  + Distribute dozens of informational bulletins and periodic updates as needed to keep courts informed of system changes and changes to administrative processes, and in compliance with regulations
  + Named Users: 6,349 Active users: ~500
  + Avg. Response Time for Dialog Tasks: 857 ms
  + Current DB Size: 750GB
    - Growth in DB Size: 10GB per month

*Following is a brief discussion of Phoenix Program current environment: Support Methodology, Tools and Landscape.*

* 1. Introduction

The Phoenix Program utilizes SAP software and various complementary tools to provide the Superior courts in the State of California with integrated financial and human resource system functionality, financial reporting and interface to Courts and vendors.

The Phoenix Program has received primary SAP CCOE certification and as such, generally follows all SAP recommendations for methodology. JCC staff in the Phoenix Program are sufficiently knowledgeable, and change request reporting, review and approval process sufficiently defined, that Vendor provided consultants are generally called upon to either

* Augment staff by completing work that is planned in the place of JCC staff; or
* Supplement staff by considering a request and alternatives for handling and implementing a change along with JCC staff; or
* Augment project work for the duration of a project.

Phoenix Program staff are located at two JCC offices. Staff also participate in flexible work schedule and telecommute programs.

* Functional Analysts, Program Executive and Project Management are located in the Sacramento office at 2850 Gateway Oaks Drive 3rd Floor, Sacramento Ca 95833
* Technical Staff and Project Management are located in the San Francisco office at 455 Golden Gate Avenue 3rd Floor, San Francisco Ca 94102.

The current Phoenix technical landscape is housed at three primary technology center locations:

* Production, located in Tempe, Arizona.
* Non-Production, located in Omaha, Nebraska.
* Development and Sandbox located on site at JCC, San Francisco, California.

### The target Phoenix HANA landscape will host all environments in the Microsoft Azure public cloud. (Planned June 2021).

### JCC Center of Excellence (COE) /Maintenance and Operations (M&O) Team Phoenix Support Functions

The primary daily function of the Phoenix COE/M&O Team is to ensure the system operates at optimal performance and meets the availability standards set forth by Phoenix user community.

Maintenance and operation tasks can generally be categorized as:

* **On-going support & enhancement of the SAP Finance and Human Resource system:** The implementation of bug fixes and new functionality is supported by a functional, ABAP, and change management team which works closely with JCC and Court Subject Matter Experts (SMEs) to analyze requirements, design, develop, document, test, and deploy break-fixes and new functionality. Functionality is deployed following ASAP methodology.
* **Maintenance of Phoenix environments:** This activity is supported by a BASIS Team and Application Architect. It consists of applying patches, monitoring of systems, pro-actively tuning and optimizing performance, system security, deployment of new SAP and complimentary tools. These support tasks are normally project-based and require extensive deployment packages which require interaction with the JCC Network, Security, and Architecture teams, as well as, the technical support staff of the JCC’s current Enterprise Managed Services Provider (MSP) including their BASIS, Middleware and Security personnel.
* **Support and deployment of multiple vendor and Court interfaces:** Phoenix currently has 115 + interfaces to various Courts and vendors. The supports of these interfaces use both FTP transfers as well as more complicated transactions. These activities are project-based and require change management, operational training for the Courts and business support staff. Interaction with Court IT staff, JCC Network, Security, and Architecture teams, as well as. CCTC technical support staff including their BASIS, Middleware and Security personnel are required.
* **Disaster Recovery (DR) Program:** This is a yearly exercise designed to simulate complete Production environment failure and execution of emergency recovery procedures. Activities require failover and testing of all SAP and complimentary tools, types of interfaces, data recovery, and network connectivity and user access. This event requires coordination with all Phoenix support staff, MSP, Courts, SME testers, and JCC technical resources.

### JCC Technical Team Phoenix Support Projects

In addition to the daily support function the technical support teams are involved in project work which supports innovation, cost savings, and enterprise goals, standard and initiatives. The proposing vendor should be prepared to provide individuals with expertise and experience in the support and maintenance of SAP through configuration, ABAP/JAVA development, Fiori/HTML5, and BASIS system administration. The vendor should be prepared to use and/or support the other third-party software noted below in support of the following responsibilities and activities:

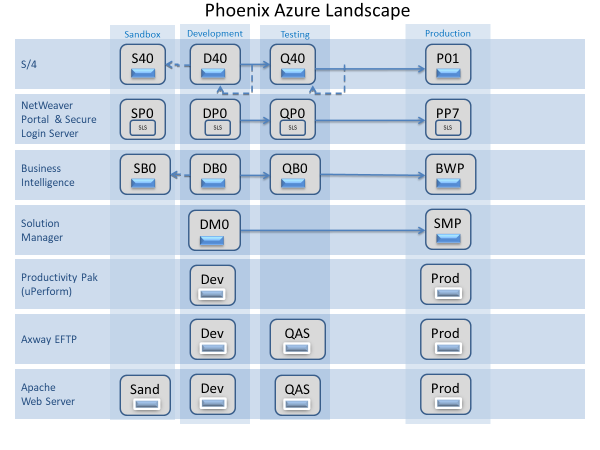
* **Support and Deployment of an SAP Compatible Encryption Solution:** JCC Security policy requires data encryption from desktops to the CCTC and Azure. This project supports NWSSO (Netweaver Single Sign-on) encryption service, which is currently deployed, to a compatible encryption service and integrated with the JCC’s CCTC Active Directory and Azure Cloud.
* **Support and Deployment of SAP Complimentary Tools (listed below) and Newly Identified Complementary Tool Sets:** This involves upgrades, POC (Proof of Concept) modeling, troubleshooting, and knowledge transfer and training of technical staff. **Support of Current Production Interfaces integrated with Axway:** This is in support of both maintenance and project support and requires interaction with Vendors, Financial Institutions, Courts, JCC Enterprise Managed Services Provider (MSP) and JCC Network and Security Teams.
* **Refresh of all Phoenix Environments and Proposed Migrations:** This is a multi-year project with the primary goals of; transition from the current CCTC to a new Microsoft Azure cloud environment. Currently being completed are Cloud and HANA migration.
* **Mobile Deployment and Support of User Experience improvements:** this effort involves the design and deployment of a new front end SAP user experience using tools such as Fiori and Personas.
  1. Application Components Supported

| **Component** | **Description** |
| --- | --- |
| **SAP Functional Components** | |
| **SAP ECC6; EhP7; Netweaver 7.5 with Enterprise Extension Public Services**  **HR Renewal 2.0** | Provides the core functionality for the Finance, HR and Trust Accounting functional streams. |
| ***SAP S/4HANA 1909*** | *Migration from ECC to S/4HANA Scheduled June 1, 2021* |
| **SAP Business Warehouse (BW) 7.5** | Provides data cubes and reports to meet Trust Accounting and Financial Management reporting requirements. |
| ***SAP BW ON HANA 2.0*** | *Migration scheduled June 1, 2021* |
| **Enterprise Portal (EP) 7.5** | * Runs the portal based ESS and MSS functionality required for HR. Is a primary tool for user authentication against Siteminder and active Directory * Runs the BI Front End required for Trust Accounting and Financial Management reports |
| **SAP Solution Manager 7.2** | * Meets mandatory SAP technical requirements going forward; * Service Desk used extensively for functional incident tracking and resolution; * Comprehensive business process structure and document repository; * ChaRM automated transport request migration and monitoring; * Currently investigating other Project Management, process monitoring capabilities. |
| **Additional Complementary Components** | |
| **EPI-USE Labs products - Data Sync Manager including regular use of:**   * Object Sync * Pay Recon * Variance Monitor * Query Manager * Client Sync | Used for data migration, testing and system updates; also for reconciliation and query development. |
| **SAP Productivity Pack (uPerform) V5** | Training and On-line help tool for recording, publishing and presentation of system- and process-related user guides, work instructions, transaction simulations. |
| **SAP NWSSO 3.0** | SAPGUI Data Encryption software deployed to meet JCC security requirements |
| **BSI Tax factory** | Payroll tax calculation application |
| **Enterprise Managed FTP servers Axway** | Used for inbound and outbound interfaces from SAP |

* 1. Technical Landscape
     1. Cloud Server Architecture

All the environments (Sandbox, Development, Testing, and Production) in the landscape are implemented on Virtualized Linux based Servers running RHEL 8. Phoenix runs in its own VPC located in the Azure Commercial Cloud. All production VMs are certified by Microsoft and SAP for S/4HANA and BW on HANA Production environments.

The Axway EFTP Appliance facilitates the majority of inbound and outbound file transfers between Phoenix and courts and various third-party vendor partners. Axway is hosted in the AWS Government Cloud.



* + 1. SAP Authentication Architecture

Authentication for the end user is via a Hub and Spoke model. All ingress into Phoenix is first authenticated in the Secure DMZ (Hub) via Active Directory (AD). Credentials are provided by the AD from the Secure DMZ to the EP portal and provides a seamless user logon experience.

* + 1. Business Continuity Architecture Considerations

Phoenix is classified by the Judicial Council as a Moderate application in terms of mission criticality. It is architected with a Recovery Time Objective (RTO) of 24 hours and a Recovery Point Objective (RPO) of 15 minutes. Phoenix employs a region-to-region data replication methodology for optimal RPO. A pilot light VM is sufficient to meet the RTO in the secondary recovery region.

END OF APPENDIX

APPENDIX F

**UNRUH CIVIL RIGHTS ACT AND**

**CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

**CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);

2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);

3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**

4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

|  |  |  |
| --- | --- | --- |
| *Contractor Name (Printed)* | | *Federal ID Number* |
| *By (Authorized Signature)* | | |
| *Printed Name and Title of Person Signing* | | |
| *Date Executed* | *Executed in the County of \_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_* | |

1. Additional capitalized terms may be defined in the other Appendices to this Agreement. [↑](#footnote-ref-2)