MASTER AGREEMENT

AGREEMENT NUMBER
MA-2022-04
TAXPAYER IDENTIFICATION NUMBER
93-1089733

1. In this Master Agreement ("Agreement"), the term "Contractor" refers to **Telelanguage, Inc.** and the tenn "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California.** This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Participating Entities identified in Exhibit 1 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as "Judicial Branch Entities" or "JBEs" and individually as "JBE".
2. The initial term of this Agreement is effective as of **July 1, 2022** ("Effective Date") and expires on **June 30, 2027** ("Expiration Date").
   This Agreement includes three 1-year options to extend through **June 30, 2030.**
3. The title of this Agreement is: **Master Agreement: Statewide Limited Telephonic and Remote Interpreter Services.**

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

4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Statement of Work Exhibit 5 – Acceptance and Sign-Off Form	Exhibit 6 – Fees, Pricing and Payment Terms Exhibit 7 – Participating Addendum Exhibit 8 – Unruh and FEHA Certification

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	**Telelanguage, Inc.**
BY *(Authorized Signature)* ✍ Tracy Matthews	BY *(Authorized Signature)* ✍ Hayley J Emmons
PRINTED NAME AND TITLE OF PERSON SIGNING **Tracy Matthews** **Supervisor, Contracts**	PRINTED NAME AND TITLE OF PERSON SIGNING **Hayley Emmons** **Director of Contracting**
DATE EXECUTED **[Date]** 6/14/2022	DATE EXECUTED **[Date]** 6/13/22
ADDRESS **2850 Gateway Oaks Dr., Suite 300** **Sacramento, CA 95833-4348**	ADDRESS **610 SW Broadway, Suite 200** **Portland, OR 97205**

EXHIBIT 1

DEFINITIONS

1. Agreement: the entire integrated Master Agreement, including all contract documents, Exhibits, attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, or in the case of a Participating Addendum, signed by the Participating Entity and Contractor, for performance of the Work.

2. Amendment: written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.

3. Appropriation Year: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements begins on July 1st of each year and ends on June 30th of the subsequent year.

4. Confidential Information: (i) any "adjudicative record" or "judicial administrative record," as defined by the California Rules of Court, rule 10.500, in the possession of a JBE, (ii) any financial, statistical, personal, technical, or other Data or information that is designated confidential by a party to this Agreement or any Participating Addendum, (iii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iv) any information relating to the methods, processes, financial Data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (v) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

5. Contractor: individual or entity, contracting with the JBEs to perform the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.

6. Data: information, including, but not limited to, articles, papers, charts, court case information, documents, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

7. Deliverable(s): services or other items, e.g., telephonic and remote interpreter services, specified in the Agreement or any Participating Addendum, that Contractor shall complete and deliver or submit to JBEs.

8. Documentation: (i) all documentation published by Contractor and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training Materials and other documentation related to the Deliverables.

9. Material(s): software, designs, technology, tools, information, and all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and hardware.

10. Notice: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party, which will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement, and this Notice shall be effective on the date of receipt.

11. Participating Entities: The following entities are eligible to be Participating Entities: all of the California Superior Courts (collectively, "Superior Courts" or "Trial Courts"), all of the California Courts of Appeal, the California Supreme Court, the Judicial Council of California, and the Habeas Corpus Resource Center. Any of the aforementioned Judicial Branch Entities (JBEs) or they may be referred to individually as a "JBE," by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.

12. Project Lead: Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor's Project Lead may vary by Participating Entity.

13. Project Manager: JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.

14. Stop Work Order: written Notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days to Contractor, or for a longer period by mutual agreement of the parties.

15. Subcontractor: a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

16. Task: one or more functions, services, Deliverables, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

17. Third Party: any individual or entity not a party to this Agreement.

18. Third Party Materials: any Materials that are licensed to or obtained by Contractor from a Third Party.

19. Work: any or all labor, service, Deliverables, equipment, supplies, Materials, Tasks, Third Party Materials, submissions, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participating Addendum.

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.

1.2 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Exhibit 7 (Participating Addendum). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.3 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any Amendment to such Participating Addendum. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.

1.4 Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.6 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Statement of Work; Acceptance; Prior Work.

A. Statement of Work. Pursuant to a Participating Entity's Statement of Work (in a form substantially similar to the exemplar Statement of Work set forth in Exhibit 4), Contractor will perform and complete all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of Participating Entity. The Statement of Work shall, at a minimum, include:

a) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
b) any projected milestone schedule for the completion of the services, Deliverables, and Work;
c) any acceptance criteria in addition to the acceptance criteria herein;
d) the personnel to be assigned, along with their job classification, if applicable;
e) the name of Contractor's Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;
f) the scope and detail of services to be performed; and
g) to the extent not provided in Exhibit 6 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

B. Acceptance.

B.1. All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, accuracy and conformance to industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

B.2. The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 5 (Acceptance and Sign-Off Form) to notify the Contractor of acceptance or non-acceptance.

B.3. If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform

to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1.B.3 until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

B.4. If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the JBE, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request.

2. Changes in Work; Stop Work.

A. Changes in Work.

A.1. The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by a JBE or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;
b) a summary of the total proposed compensation to be paid Contractor with a breakdown of Tasks and costs, including any reduction in work or costs resulting from the change; and
c) a statement of the expected impact on schedule.

A.3. If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period as determined by the JBE.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any further extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 22 (Termination; Term of Agreement).

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE may make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE may allow reasonable costs resulting from the Stop Work Order.

B.5. The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

C. Support Services. Contractor shall provide to the JBE support services, via such method as is appropriate given the nature of the required support services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify.

3. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

4. Audit; Retention of Records.

A. Audit. Upon reasonable Notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested and will

permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

5. Assignment. Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the Establishing JBE, and if the assignment relates to a Participating Addendum, without prior written consent of the Establishing JBE and the Participating Entity that executed the Participating Addendum. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

6. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. 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.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

7. Certifications and Representations. Contractor's signature on the cover page of this Agreement shall also serve as certification to all JBEs for the following paragraphs in this Section 7.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

C. Nondiscrimination. 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.

D. No. Harassment. Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

E. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, §§ 8355–8357.

F. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

G. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

H. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

> "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

I. No Interference with Other Contracts. Contractor certifies that to the best of Contractor's knowledge, this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.

J. No Litigation. Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the

validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

K. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor certifies that it is in compliance with: (i) Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees; 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.

L. Expatriate Corporation. Contractor certifies that it 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 JBEs. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see Public Contract Code section 10286.1.)

M. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, Materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

a) 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 further declares under penalty of perjury that it 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 Public Contract Code section 6108.

b) Contractor cooperates 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.

N. Child Support Compliance Act.

a) Contractor recognizes the importance of child and family support obligations and shall fully comply 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

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

O. Small Business Preference Contract Clause. This provision 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 Establishing 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.

P. 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.

Q. Iran Contracting Act

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 Public Contract Code section 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 Public Contract Code section 2203(c).

R. Conflict Minerals

Contractor certifies either: (i) it is not a "scrutinized company" as defined in Public Contract Code section 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.

8. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

A.1. Contractor has no interest that would constitute a conflict of interest under (i) Public Contract Code sections 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.

A.2. Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

a) use of an official position with the government for private gain;
b) preferential treatment to any particular person associated with the Work or Agreement;
c) impairment of a JBE's independence or impartiality;
d) a decision made outside official channels; or
e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participating Addendum, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

9. Consideration; Payment. All fees and charges should be inclusive of any and all anticipated materials, fees, and other costs and/or expenses incidental to the performance of the specified requirements of this Agreement. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement. The JBE will not pay for any reimbursable expenses incurred, such as travel and per diem expenses.

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.

B. Disallowance. If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status.

A. Independent Contractor.

A.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participating Addendum immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4. Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Statement of Work, and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participating Addendum. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules (including the California Rules of Court), and regulations affecting or relating to the performance of the Work or Contractor's obligations under this Agreement. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.

D.2. Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participating Addendum and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E.1. Contractor will not engage a Subcontractor to perform any portion of the Work, without the express prior written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participating Addendum.

E.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participating Addendum. Contractor will incorporate this Agreement and any applicable Participating Addendum as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participating Addendum. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

11. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

A.2. If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;
b) identify the specific provisions in this Agreement or applicable Participating Addendum on which any demand is based;

c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
d) attach a declaration that the demand is made in good faith, the supporting Data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
e) If the negotiations do not result in resolution of the dispute within forty-five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating any legal action or process in court.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participating Addendum.

12. Indemnification.

A. Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with: (i) an act or omission of Contractor, its agents, employees, independent contractors, or Subcontractors in the performance of this Agreement or any Participating Addendum, (ii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum, or (iii) infringement or misappropriation of any trade secret, patent, copyright or other third party intellectual property. The obligations under this provision shall apply regardless of the theory of liability on which a claim is made or a loss occurs. Contractor's obligations under this provision will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any services and Work. 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 that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such 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.

B. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

13. Insurance Requirements.

13.1 The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participating Addendum:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

C. *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.

D. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

13.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

13.3 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 (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

13.4 Deductibles and Self-Insured Retentions. Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

13.5 Additional Insured Endorsements. Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

13.6 Certificates of Insurance. Before Contractor begins performing Services, 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.

13.7 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.

13.8 Required Policy Provisions. Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

13.9 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (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.

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

14. Confidentiality, Non-Disclosure, and Data Security.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to Data, drawings, descriptions, test data or other papers or documents, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor acknowledges as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 14 (Confidentiality; Non-Disclosure, and Data Security), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

F. JBE Data Security and Access.

"**JBE Data**" means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, deliverables, or Work provided by Contractor under this Agreement. 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 JBE Data that Contractor receives or has access to, including, without limitation, at its own offices or facilities, at a JBE facility, and during transport. JBE owns and retains all right and title to JBE Data, and has the exclusive right to control its use.

Contractor shall implement and maintain the highest industry-standard safeguards (including appropriate administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of JBE Data, and Contractor shall comply with privacy and data security requirements set forth in applicable laws, this Agreement, or in the JBE's policies or procedures. 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. Contractor shall maintain and enforce, at its offices and facilities, industry-standard safety and physical security policies and procedures. If performing Work at a JBE facility, Contractor shall comply with the safety and security policies and procedures in effect at such facility.

No services shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited without prior written approval by the JBE. The physical location of Contractor's data center, systems, and equipment where JBE Data is stored shall be within the continental United States. The JBE Data shall be available to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding maintenance downtime that is agreed upon in writing by the Contractor and JBE in advance). 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, all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.

To the extent that California Rule of Court 2.505 applies to this Agreement or any Participating Addendum, Contractor shall provide access and protect confidentiality of court records as set forth in that rule.

G. Data Breach.

Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the JBEs affected by the Data Breach through the fastest means available and also in writing, and in any event within two (2) hours after Contractor's discovery (or reasonable belief) of the Data Breach. A "**Data Breach**" means any access, destruction, loss, theft, use, modification or disclosure of 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) what corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall promptly investigate the Data Breach and will provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the JBE's satisfaction. Contractor shall investigate 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, Contractor shall at its expense have an independent, industry-recognized, JBE-approved Third Party 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.

H. Security Assessments

Upon advance written request by a JBE, Contractor agrees that a JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security. Upon a JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its data security obligations. 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.

I. 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, and other requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data

without first notifying the affected 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 requests directed at the JBE unless authorized in writing to do so by the JBE.

15. Ownership of Deliverables. Except as provided in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related Work. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these Deliverables. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.

16 Modification. No modification or change to this Agreement or any Participating Addendum will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

17. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

18. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

B. Warranties.

B.1. Services Warranty. Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement and the JBE's Participating Addendum, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in Materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or

specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2. Four-Digit Date Compliance. Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the JBE. "Four-Digit Date Compliant" deliverables and services 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. This warranty and representation are subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

B.3. Warranty of Law. Contractor warrants and represents that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to any part of the Work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Work complies with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Agreement and any Participating Addendum and to consummate the transactions contemplated hereby; and (iv) Contractor's performances under this Agreement and any Participating Addendum are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

B.4. Support Services Warranty. Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any support services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

B.5. Effect of Breach of Warranty. If, at any time during the term of this Agreement or any Participating Addendum, Contractor breaches any warranty under this Section 18, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty. If the breach relates to Section 18.B.3 (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22.B.7 (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming support services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the services and Deliverables, then the JBE may terminate this Agreement in

accordance with Section 22.A (Termination for Cause), in which event the JBE shall have all remedies available at law or equity.

B.6. All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

19. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

C. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participating Addendum for cause.

20. Background Checks.

A. For Contractor's employees, Subcontractors, or agents performing work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

21. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the following provisions: Assignment, Audit Rights and Retention of Records, Confidentiality; Non-disclosure and Data Security, Indemnification, Warranties, and Transition Services. Notwithstanding any provision to the contrary, all representations, warranties, and certifications made by Contractor: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

22. Termination; Term of Agreement.

A. Termination for Cause. The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (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; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2. If the Establishing JBE terminates all or part of this Agreement (or a JBE terminates all or part of a Participating Addendum) other than for cause, the JBE will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination

of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws

D. Effect of Termination.

D.1. Upon any expiration or termination, the JBE will have the right to take possession of any Materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to the JBE all of Contractor's right, title, and interest in and to such Work and related Materials and work product, and any and all intellectual property rights.

D.2. Upon termination of any kind, the JBE may withhold from payment any sum that the JBE determines to be owed to the JBE by Contractor, or necessary to protect the JBE against loss due to outstanding liens or claims of former lien holders.

D.3. Transition Services. In the event of any termination of this Agreement or a Participating Addendum, Contractor shall provide any transition services and Deliverables necessary to ensure the smooth transition of the Work performed by Contractor or Contractor's Subcontractor to the JBE or its designee.

E. Term and Termination.

(a) The term ("**Term**") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the "Initial Term"), unless terminated earlier in accordance with the terms of this Section 22, or unless extended in accordance with this Agreement. The Establishing JBE will have the right to extend the term of this Agreement three additional one-year option periods (the "Option Term(s)"). In order to exercise an Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term or Option Term as applicable. The exercise of an Option Term will be effective without Contractor's signature.

(b) **Participating Addenda**. The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum

has been completed by its terms or is terminated as provided in this Section 22; provided, however, that the term of such Participating Addendum may not exceed the Expiration Date of this Agreement. Execution of any Participating Addendum by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

23. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. Waiver; Severability.

A. Waiver of Rights. JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participating Addendum is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

25. Loss Leader. 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.

26. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. 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. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, 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.

C. Reassignment. 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 (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

27. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in Public Contract Code section 12200, in products, Materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

28. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total compensation over $200,000, 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 Public Contract Code section 10353.

29. DVBE Participation Certification. *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 complete and return to the JBE a post-contract certification form (https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx), promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the JBE. If the Contractor fails to do so, the JBE will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement; (2) the total amount of money and the percentage of work Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor

received under the Agreement; and (5) 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.

30. Union Activities. Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. 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. Contractor will provide those records to the Attorney General upon request.

31. Publicity. Contractor must not make any public announcement, press release, or other writing relating to this Agreement that is not itself part of the Services without the JBE's prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

32. Counterparts. This Agreement and any Participating Addendum may be executed in counterparts, each of which is considered an original.

33. Singular and Plural Usage; References. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to "including" means "including, without limitation."

34. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

35. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Hayley Emmons Director of Contracting 610 SW Broadway Ave., Suite 200, Portland, OR 97205 With a copy to:	Tracy Matthews Supervisor, Contracts 2850 Gateway Oaks Dr., Suite 300 Sacramento, CA 95833-4348 With a copy to:

Either party may change its address for Notices by giving the other party 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) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

36. 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 22.A below if (i) Contractor fails to provide the Notice required above, or (ii) Contractor is included on either list mentioned above.

END OF EXHIBIT 3

EXHIBIT 4
STATEMENT OF WORK
(MODEL)

Exhibit 4, Statement of Work will serve as the model Statement of Work for each Participating Addendum. Contractor and the Establishing JBE will mutually develop this model Statement of Work and incorporate the needed requirements set forth below in the Description of Services.

1. DESCRIPTION OF SERVICES

1.1 Scope

The Judicial Council seeks to identify and retain up to five qualified contractors to provide the JBEs with on-demand Telephonic and Remote Interpreter Services, in compliance with the requirements set forth in Section 1.2 below, (Interpreter Services) on a limited basis when the applicable JBE is unable to secure a California certified or registered court interpreter to provide interpretation.

"Interpreter Services" are competent language interpretation services (as defined in Section 1.2), including "Remote Interpreter Services" for American Sign Language (ASL) Interpreter and Certified Deaf Interpreter (CDI) services. The Interpreter Services are only accessible using a telephone number, with the exception of Remote Interpreter Services for ASL and CDI services, which by necessity require the use of video and audio.

These Interpreter Services may be utilized in such settings as, courtroom proceedings, court services and programs, self-help centers, public counters, and other court-related settings where Interpreter Services are needed by the public. Use of Interpreter Services shall be consistent with applicable law, including but not limited to, the Trial Court Interpreter Employment and Labor Relations Act (Gov. Code §§ 71800-71829) and applicable memoranda of understanding between the court interpreter collective bargaining regions and recognized employee organizations.

1.2 Requirements

#	Requirement	Description
1.0	Spoken Language Interpretation	Contractor must provide on-demand telephonic Interpreter Services in multiple spoken languages, including but not limited to the following fourteen (14) most interpreted spoken languages according to the *2020 Language Need and*

#	Requirement	Description
		Interpreter Use Study): 1. Arabic 2. Armenian (Eastern) 3. Cantonese 4. Farsi 5. Hmong 6. Khmer 7. Korean 8. Lao 9. Mandarin 10. Punjabi 11. Russian 12. Spanish 13. Tagalog 14. Vietnamese
2.0	Remote Interpretation Languages	Contractor must provide on-demand Remote Interpreter Services, including video and audio for American Sign Language (ASL) and Certified Deaf Interpreters (CDI).
3.0	Requirements: Limited Telephonic Interpreter Services	➢ Access to spoken language Interpreter Services set forth in Requirement 1.0 of this table must be provided telephonically on-demand. Contractor must provide a single, toll-free number to access all said Interpreter Services, as well as conference-calling services and capabilities for interpreted calls. ➢ Contractor must also provide JBEs with the ability to reserve or schedule a telephonic interpreter in advance of the actual time needed. ➢ Contractor must provide interpreters for the list of languages offered, the time frame when the interpreter can be available, and what percent of the time that this commitment can likely be achieved.
4.0	Requirements: Limited Remote Interpreter Services for ASL and CDI	➢ Contractor must provide on-demand access to Remote Interpreter Services, including Video Remote Interpreting, for individuals who are deaf or hard of hearing (Hearing-Impaired), including ASL and CDI. Video Remote Interpreting is a service that uses video conferencing technology to access an off-site interpreter

		to provide real-time sign language or oral interpreting services for conversations between hearing individuals and Hearing-Impaired individuals. ➢ Contractor must also provide JBEs with the ability to reserve or schedule a remote interpreter in advance of the actual time needed. ➢ Proposals must include whether Contractor intends to use a third-party video conferencing technology platform or its own proprietary platform to deliver access to its Remote Interpreter Services and information or instructions regarding the manner in which a JBE and/or Hearing-Impaired individual will access the platform and Contractor's Remote Interpreter Services. ➢ Solutions must have the capability for breakout rooms that allow confidential conversations between the Hearing-Impaired individual, attorney, and court interpreter before, during, and after the hearing. ➢ Solutions must also meet the following performance standards: o real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags; choppy, blurry, or grainy images; or irregular pauses in communication; o a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the face, arms, hands, and fingers of the person using sign language, regardless of his or her body position; o a clear, audible transmission of voices; and o adequate staff training to ensure quick set-up and proper operation. ➢ Contractor may also provide additional options for remote access to ASL interpreter and CDI services, such as Video Relay Service interpreter services or other such services. ➢ Proposals must include minimum technology and equipment specifications necessary for JBEs and Hearing-Impaired individuals to ensure each has the

#	Requirement	Description
		equipment and technology necessary to access the Remote Interpreter Services.
5.0	Interpreter Credential and Certification Requirements	➢ Contractor must provide the list of languages for which it offers interpreters, the time frame when the interpreter can be available, and what percent of the time that this commitment can likely be achieved. ➢ Contractor must provide training, assessment, and ongoing monitoring of interpreters' compliance with standard court interpreter protocols and ethical canons as stated in California Rule of Court 2.890 and the *Professional Standards and Ethics for California Court Interpreters.* ➢ Contractor must verify the competency of interpreters (see Knowledge, Skills, and Abilities Essential for Court Interpretation) and maintain on file documentation of the credentials and/or qualifications of each interpreter, to be made available at the JBE's request. Documentation should include: o Verification of California-credentialed court interpreter status (or otherwise qualified); o The language(s), level, and type of competency tested and verified (e.g., general conversational, legal, etc.); the score or rating assigned to identify the interpreter's level of competency, including listening comprehension and interpreting skills in English and the foreign language; and the date the interpreter's competency was tested and verified; o Information that provides how the interpreter's competency is tested and verified; information that provides how the interpreter's knowledge, skills, and abilities are monitored and how the contractor can ensure the quality of interpretation; o That the interpreter has a minimum of two (2) years of professional interpreting experience; in the case of languages of lesser diffusion, this

#	Requirement	Description
		requirement may be waived by agreement of both parties to this Agreement before services begin; ○ That the interpreter has engaged in continuing education and training to maintain or improve the interpreter's knowledge, skills, and abilities. ○ Verification of the following certifications from the Registry of Interpreters for the Deaf (RID) for ASL and deaf interpreters: ▪ The Specialist Certificate: Legal (SC:L), specified by the Judicial Council for ASL court interpreters ▪ Generalist certificate, Certified Deaf Interpreter (CDI) for deaf interpreters
6.0	Reporting Services	➢ At no further cost, Contractor must provide the Judicial Council with quarterly reports in conjunction with invoicing, indicating services provided for that quarter. Reports should include, at a minimum: the language of the service provided; the name of the requesting court; the length of the proceeding or service provided; and the credentials and/or qualifications of the interpreter provided.
7.0	Other Requirements	➢ Contractor may not charge the JBEs a minimum use fee for the non-usage of services. ➢ The JBEs will have the right to affirm or decline the usage of a particular interpreter. ➢ The JBEs will not pay or reimburse for any expenses incurred by the contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues. ➢ Solutions (telephonic and remote) need to support both consecutive interpretation (in open court when the speaker pauses after one or two sentences and allows the interpreter to interpret from the source language to the target language before the speaker continues on with their speech) and simultaneous interpretation (when the interpretation from the source language to the target

#	Requirement	Description
		language happens in real time), allowing the interpreter to toggle back and forth between consecutive and simultaneous interpretation modes as necessary.

END OF EXHIBIT 4

EXHIBIT 5
ACCEPTANCE AND SIGN-OFF FORM

Acceptance and Sign-Off Form
Description of Work provided by Contractor:

_____
_____

Date submitted: _____

Work is:
1) Submitted on time: [ ] yes [ ] no. If no, please note length of delay and reasons.

_____
_____
_____

2) Complete: [ ] yes [ ] no. If no, please identify incomplete aspects of the Work.

_____
_____
_____

3) Technically accurate: [ ] yes [ ] no. If no, please note corrections required.

_____
_____
_____

Please note level of satisfaction:
[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

_____
_____

[ ] Work is accepted.

[ ] Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT 5

EXHIBIT 6

FEES, PRICING AND PAYMENT TERMS

1. Fees.

a) The JCC does not make advance payments for services.

b) Payment is made based on completion of services as provided in the agreement between the JBE and the Contractor.

c) Payments shall be made according to milestone payment schedules. The milestone payments must be based on key deliverables identified in the JBE's Participating Addendum.

d) The JBE may withhold 10% of each invoice until receipt and acceptance of the final deliverable. The amount withheld may depend on the length of the services and the payment schedule provided in the agreement between the JBE and the selected Proposer.

e) Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

f) All fees and charges should be inclusive of any and all anticipated materials, fees, and other costs and/or expenses incidental to the performance of the specified requirements of this Agreement. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement. The JBE will not pay for any reimbursable expenses incurred, such as travel and per diem expenses.

g) Contractor may not charge the JBEs a minimum use fee for the non-usage of services.

h) The JBEs will not pay or reimburse for any expenses incurred by the Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues.

i) The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.

j) If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

2. Pricing.

TELELANGUAGE PRICING

LANGUAGE	COST PER MINUTE (CA CERTIFIED)	COST PER MINUTE (NON-CA CERTIFIED)	RUSH FEES (CA CERTIFIED)	RUSH FEES (NON-CA CERTIFIED)	STANDARD TURNAROUND TIME OR ADVANCE NOTICE REQUIRED	SERVICES DATES
Arabic	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Armenian (Eastern)	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Cantonese	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Farsi	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Hmong	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Khmer	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Korean	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Lao	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Mandarin	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Punjabi	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Russian	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Spanish	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Tagalog	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
Vietnamese	$0.82	$0.62	N/A	N/A	No advance notice required	24x7x365
American Sign Language	$1.99	$1.49	N/A	N/A	No advance notice required	24x7x365
Certified Deaf Interpreter	$1.99	$1.99	N/A	N/A	No advance notice required	24x7x365

3. Payment Terms.

A. Invoice Procedures. After the JBE has accepted Services and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work to "Accounts Payable," at the address indicated in the applicable Participating Addendum. Invoices shall reference the Agreement and Participating Addendum Numbers as applicable.

Submitted invoices are to be in accordance with Exhibit 5 (Acceptance and Sign-Off Form).

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs will not pay in advance for (i) services, Deliverables, or Work.

B. Invoice Submittals. Invoices must be submitted by mail to the location specified by the Participating Entity (unless the Participating Entity specifies another delivery method, e.g. electronic delivery).

C. Invoice Instructions. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the telephonic and remote interpreter services performed, including per minute usage charges per language. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice.
Contractor will include all back up documentation and receipts for material costs, associated with each invoice.

END OF EXHIBIT 6

EXHIBIT 7

PARTICIPATING ADDENDUM

(1) This Participating Addendum is made and entered into as of [month/day/year] ("Participating Addendum Effective Date") by and between the _____ ***[add full name of the JBE]*** ("JBE") and [add name of Contractor] ("Contractor") pursuant to the Master Agreement# MA-2022-04 ***[add Master Agreement# - see cover page]*** ("Master Agreement") dated July 1, 2022 ***[add Effective Date of the Master Agreement]*** between the ***[add name of the JBE that established the Master Agreement]*** ("Establishing JBE") and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.

(2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document.

(3) Under this Participating Addendum, the JBE may, at its option, order Contractor's Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE's Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 4 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such ordering documents.

(4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE's use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

(5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

(6) The term of this Participating Addendum shall be from the Effective Date until: [10/30/27 *month/day/year* – ***may not exceed the Expiration Date of the Master Agreement***].

(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work as set forth in the attached Statement of Work, and pursuant to the Master Agreement.

(8) Notices regarding this Participating Addendum must be sent to the following address and recipient:

If to Contractor: Telelanguage	**If to the JBE:**
[name, title, address] Hayley Emmons Director of Contracting 610 SW Broadway Ave, Suite 200, With a copy to: Portland, OR 97205	[name, title, address] With a copy to:

Either party may change its address for Notices by giving the other party 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) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

Invoices shall be sent to the following address and recipient:

_____

(9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

By: _____

Name: _____

Title: _____

[CONTRACTOR]

By: Hayley Emmons

Name: Hayley Emmons

Title: Director of Contracting

EXHIBIT 8

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 **Judicial Council of California** for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the **Judicial Council of California** 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) Telelanguage	*Federal ID Number* 93-1089733
By (Authorized Signature) Hayley Emmons	
Printed Name and Title of Person Signing Hayley Emmons, Director of Contracting	
Date Executed 6/13/22	*Executed in the County of* Multnomah *in the State of* Oregon