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MASTER AGREEMENT [rev _2023**]**

AGREEMENT
MA-2026-02

1. In this Master Agreement ("Agreement"), the term "Contractor" refers to **Language Line Services, Inc, dba LanguageLine Solutions,** and the term "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 Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a "Participating Entity" (collectively, "Participating Entities"). The Establishing JBE and the Participating Entities are collectively referred to as "JBEs" and individually as "JBE").
2. This Agreement is effective as of **August 1, 2026** ("Effective Date") and expires on **July 31, 2031** ("Expiration Date").
   This Agreement includes three 1-year options to extend through **July 31, 2034**.
3. The title of this Agreement is: **Master Agreement for Statewide Limited Telephonic & 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 appendixes 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.
   Appendix A – Goods and Services
   Appendix B – Payment Provisions
   Appendix C – General Provisions
   Appendix D – Defined Terms
   Appendix E – Participating Addendum
   Appendix F – Unruh Civil Rights Act and FEHA Certification

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	**Language Line Services, Inc, dba LanguageLine Solutions**
BY *(Authorized Signature)*/ DATE ✍ Matthews, Tracy Digitally signed by Matthews, Tracy Date: 2026.09.22 10:25:50 -07'00'	BY *(Authorized Signature)*/ DATE September 21, 2026 ✍ DocuSigned by: Bonaventura Cavaliere BDC191FC317A43C...
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Bonaventura Cavaliere Chief Financial Officer
ADDRESS 2850 Gateway Oaks Drive, Ste. 300 Sacramento, CA 95833-4348	ADDRESS 1 Lower Ragsdale Drive, Bldg. 2 Monterey, CA 93940

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APPENDIX A

Goods and Services

1. Background, Purpose, and Ordering.

1.1 The Judicial Council of California ("Judicial Council") is the policymaking body of the California court system, which includes 58 superior courts, the courts of appeal, and the Supreme Court. Under the authority of the state's Constitution and with the leadership of the Chief Justice of the California Supreme Court, the Judicial Council is responsible for ensuring the fair, impartial, and consistent administration of justice. The Judicial Council promulgates rules and procedures for court administration, develops and implements policies for the judicial branch, and makes recommendations annually to the Governor and the Legislature. Judicial Council staff assist the Judicial Council with implementing policies and supporting court operations.

1.2 Within the Judicial Council's Leadership Support Services, the Language Access Services Program (LASP) works to develop policies and provide services to ensure equal access to justice for court users who are limited English proficient (LEP), deaf, or hard of hearing. LASP is comprised of the Court Interpreters Program (CIP) unit and the Language Access Implementation (LAI) unit. CIP works on court interpreter issues, and LAI works on making the courts more language accessible via resources such as funding, guides and trainings, and translations.

1.3 The Court Interpreters Advisory Panel (CIAP) assists the council in performing its duties through promoting access to spoken-language interpreters and interpreters for deaf or hard of hearing persons. The Language Access Subcommittee, under the Advisory Committee on Providing Access and Fairness (PAF), assists the Judicial Council with language access policy recommendations for the California courts. Under Gov. Code § 68563, the Judicial Council conducts a study of language need and interpreter use in the California superior courts every five years and reports these findings to the Governor and the Legislature (see *2025 Language Need and Interpreter Use Study*). This study is used to inform the policy recommendations of CIAP and the PAF Language Access Subcommittee and the development of services and resources for LEP, deaf, or hard of hearing court users and the courts.

1.4 The Judicial Council is the credentialing authority for California court interpreters. To become a certified or registered court interpreter, an individual must pass required examinations and complete enrollment on the Judicial Council's Master List of Court Interpreters. The following languages have been designated for certification in California: American Sign Language, Arabic, Armenian (Eastern), Cantonese, Farsi, Korean, Mandarin, Portuguese, Punjabi, Russian, Spanish, Tagalog, and Vietnamese. All other languages used in the California courts are designated as registered languages. More information about the court interpreter exams can be found at the Judicial Council website.

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1.5 This contract will provide telephonic interpretation in multiple spoken languages (see Requirements in Section 2) and remote interpreting for American Sign Language, including Certified Deaf Interpreters, identified in the *2020 Language Need and Interpreter Use Study*. These services supplement in-person interpreting and offer JBEs a means to obtain interpreters when local resources are unavailable or when remote service delivery is operationally appropriate.

1.6 Based on findings from the *2025 Language Need and Interpreter Use Study*, interpreter demand has changed statewide since the last study conducted in 2020, with the top 30 languages accounting for approximately 99% percent of all interpreter events. Expanding remote and telephonic access is necessary to support equitable access to justice and to assist courts in meeting their language access obligations.

1.7 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Goods, Services, and Deliverables as further described in Sections 2 and 3 below. 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 orders.

1.8 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 Appendix E to this Agreement ("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.

1.9 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 each Participating Addendum between the Contractor and a Participating Entity.\

1.10 Under a Participating Addendum, the JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order 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 this Agreement, will not be deemed part of the contract between Contractor and

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JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

1.11 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.

1.12 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.

2. Services.

2.1 Description of Services. As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services ("Services") for the JBEs:

A. Contractor will provide remote and telephonic court interpreter services. The services will support the 58 Superior Courts of California, the Courts of Appeal, the Supreme Court of California, the Judicial Council, and the Habeas Corpus Resource Center (collectively referred to as Judicial Branch Entities or JBEs). The services will supplement in-person interpreting and will be used when remote delivery is operationally appropriate, efficient, or necessary to meet interpreter demand. Services must support both planned and unplanned needs for spoken language interpretation and American Sign Language, including Certified Deaf Interpreters.

B. Requirements listed below:

#	Requirement	Description
1.0	Spoken Language Interpretation	Contractor must provide on demand telephonic interpreting services in multiple spoken languages. At a minimum, Contractor must provide telephonic interpreting in the following thirteen (13) most interpreted spoken languages identified in the *2025 Language Need and Interpreter Use Study*: 1. Arabic 2. Armenian (Eastern) 3. Armenian (Western) 4. Cantonese

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#	Requirement	Description
		5. Farsi 6. Hindi 7. Korean 8. Mandarin 9. Punjabi 10. Russian 11. Spanish 12. Tagalog 13. Vietnamese In addition to the required languages listed above, it is preferable that the Contractor also provide telephonic interpreting services in as many of the remaining top thirty (30) spoken languages as reasonably possible, including but not limited to: Bengali, Dari, Hmong, Japanese, Kanjobal (Q'anjob'al), Khmer (Cambodian), Lao, Mam, Mixteco, Mixteco Alto, Mixteco Bajo, Mixteco de Guerrero, Portuguese, Romanian, Triqui, and Urdu. Contractor may additionally provide telephonic interpretation in other spoken languages not listed above to support broader JBE needs.
2.0	Remote Interpretation Services	Contractor must provide on-demand Remote Interpreter Services (also known as Video Remote Interpreting/VRI), including video and audio, for the following: • American Sign Language (ASL) • Certified Deaf Interpreters (CDI) • The thirteen (13) most interpreted spoken languages identified in Requirement 1.0 In addition to the required languages listed above, it is preferable that the Contractor provide VRI services in as many of the remaining top thirty (30) interpreted spoken languages identified in Requirement 1.0 as reasonably possible. Contractor may also provide VRI in additional spoken or signed languages not listed above to support broader JBE needs.
3.0	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 and/or a dedicated email address to access all said Interpreter Services, as well as conference calling services and capabilities for interpreted calls.

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#	Requirement	Description
		• Contractor must 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 (see Attachment 10, Payment Provisions). • Telephonic interpreter services must be available during statewide court business hours, with the ability to support after-hours or weekend requests when a JBE identifies an operational need. • Contractor must ensure that California certified or registered interpreters are assigned whenever available for the requested language. When such interpreters are not available, Contractor must provide an interpreter that meets the qualifications outlined in Requirement 7.0- Provisional Qualification Support.
4.0	Limited Remote Interpreter Services	• Contractor must provide on-demand and scheduled VRI services for ASL, CDI, and the top thirteen spoken languages identified in Requirement 1.0. • Contractor must also provide VRI service coverage in as many of the remaining top thirty (30) spoken languages as reasonably possible, depending on interpreter availability. • Contractor must provide a single, centralized digital access point (e.g., website, portal, or application) that allows JBEs to request and connect to VRI services, including scheduling, cancellations, and status updates. • Contractor must identify for each offered language: (1) availability windows; (2) anticipated response times; and (3) the percent of time the Contractor can achieve the stated availability, as required under Attachment 10, Payment Provisions. • Contractor must ensure its VRI technology supports clear audio and video, stable connectivity, appropriate encryption, and functionality consistent with judicial remote proceeding needs.

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#	Requirement	Description

		• Proposals must indicate whether Contractor intends to use a proprietary platform or a third-party video conferencing platform to deliver Remote Interpreter Services and must include information or instructions regarding how JBEs and/or participants will access the platform. It is preferable that the Contractor also support commonly used court platforms (e.g., Zoom, Microsoft Teams, Cisco Webex or JBE-provided platforms) when operationally feasible.
		
		• Solutions must have the capability for breakout rooms that allow confidential conversations between the Hearing-Impaired individual or LEP, attorney, and court interpreter before, during, and after the hearing.
		
		• For ASL and CDI services, Contractor 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;
		
		• Proposals must include minimum technology and equipment specifications necessary for JBEs and LEP/ Hearing-Impaired individuals to ensure each has the equipment and technology necessary to access the Remote Interpreter Services.

5.0	Interpreter Credential and Qualification Requirements	• Contractor must provide the list of languages for which interpreters are available, the time frame when the interpreter can be available, and what percent of the time that this commitment can likely be achieved (see Attachment 10, Payment Provisions). • Contractor must verify the competency of interpreters (see Knowledge, Skills, and Abilities Essential for Court Interpretation) and maintain documentation available upon request, including:

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#	Requirement	Description
		○ Verification of California-credentialed court interpreter status (i.e., certified or registered) or otherwise qualified; ○ 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; ○ 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; ○ That the interpreter has a minimum of two (2) years of professional interpreting experience; in the case of languages of lesser diffusion, this 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. • Contractor must provide training, assessment, and ongoing monitoring of interpreters' compliance with standard court interpreter protocols and ethical canons as stated in California Rules of Court, rule 2.890 and the *Professional Standards and Ethics for California Court Interpreters*. • Contractor must maintain ongoing access to California certified and registered interpreters and demonstrate active recruitment and retention efforts, particularly in the priority languages listed in Requirement 1.0. Contractors must prioritize the recruitment, retention, and assignment of credentialed interpreters as follows: ○ Priority 1: The thirteen (13) most interpreted spoken languages listed in Requirement 1.0. and ASL and CDI.

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#	Requirement	Description
		○ Priority 2: Remaining languages within the top thirty (30) identified in the *2025 Language Need and Interpreter Use Study*. ○ Priority 3: All other languages as required by JBEs. • The Judicial Council acknowledges that access to California certified or registered court interpreters may be limited due to workforce constraints. Contractor must prioritize assignment of credentialed interpreters whenever they are reasonably available. When a credentialed interpreter is not available, Contractor must follow the disclosure requirements outlined in Requirement 7.0 (Provisional Qualification Support). • For ASL and CDI interpreters, the Contractor must verify one of the following credentials: ○ Specialist Certificate: Legal (SC:L) (formerly offered by the Registry of Interpreters for the Deaf (RID)), ○ Texas Board for Evaluation of Interpreters (BEI) Court Interpreter Certification (CIC), awarded by the Texas Office of Deaf and Hard of Hearing Services, or ○ Generalist certificate from Registry of Interpreters for the Deaf, Certified Deaf Interpreter (CDI) for deaf interpreters.
6.0	Reporting Services	• At no further cost, Contractor must provide the Judicial Council with quarterly reports no later than 30 days following quarter-end and 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; the first name and interpreter ID number of the interpreter provided; and the credentials and/or qualifications of the interpreter provided.
7.0	Provisional Qualification Support	• Contractor acknowledges that provisional qualification of non-credentialed interpreters is solely within the discretion of the court, consistent with California Rules of Court, rule 2.893.

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#	Requirement	Description
		• In circumstances where a California certified or registered interpreter is not available, Contractor may provide interpreters who do not hold such credentials. However, these interpreters must be qualified to perform court interpreting. • Contractor must ensure that, upon request by a JBE, interpreters are able to provide sufficient information regarding their qualifications, training, and interpreting experience to support the court's completion of Judicial Council form INT-110 Provisional Qualification of Noncertified or Nonregistered Spoken Language Interpreter. • If an interpreter does not meet one or more minimum qualifications identified on form INT-110, the interpreter may still be used for temporary purposes if permitted under rule 2.893, subject to the court's discretion. • Contractor is not responsible for completing or signing INT-110 or INT-120. Courts are responsible for determining provisional qualification per rule 2.893.
8.0	Interpreter Availability Expectations	• Contractor must demonstrate capacity to provide interpreters for both telephonic and remote interpreting services during standard statewide court business hours, with the ability to accommodate after-hours, evening, or weekend requests when a JBE identifies an operational need. • For on-demand telephonic interpreting, Contractor must have sufficient interpreter resources to connect the requester to an interpreter within the timeframes that they identified in Attachment 10, Payment Provisions. • For on-demand VRI requests in high-demand languages and ASL/CDI, Contractor must connect JBEs with an interpreter within the timeframes identified in Attachment 11. • For scheduled hearings, Contractor must ensure assigned interpreters are available a few minutes (preferably at least 5 minutes) before the scheduled start time to allow for technical checks and readiness. • Contractor must demonstrate adequate interpreter staffing levels across both spoken languages and ASL/CDI.

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#	Requirement	Description
		• Contractor must maintain a process to monitor interpreter availability and anticipated demand and proactively address any anticipated service gaps. • Contractor must ensure that California certified or registered court interpreters are assigned whenever reasonably available. When such interpreters are not available, Contractor must follow disclosure requirements outlined in Requirement 7.0 (Provisional Qualification Support).
9.0	Interpreter Training Requirements	• Contractor must ensure all interpreters providing services under this RFP receive appropriate training to support work in court settings, including telephonic and remote proceedings. • Training must include instruction on confidentiality standards, ethical obligations, and impartiality consistent with California Rules of Court, rule 2.890 and the *Professional Standards and Ethics for California Court Interpreters*. • Contractor must train interpreters on basic courtroom structure, legal terminology commonly encountered in court proceedings, and procedures for requesting clarification or addressing accuracy concerns (e.g., appropriately interrupting proceedings to ensure accurate interpretation) • Contractor must ensure interpreters understand and are prepared to address both consecutive and simultaneous interpretation modes in telephonic and remote settings, as applicable. • Contractor must ensure interpreters are trained on appropriate protocols for introducing themselves and identifying when they need clarification, repetition, or support to ensure accurate interpretation. • Contractor must prepare interpreters to provide basic qualification information, upon request by the court, to support provisional qualification (e.g., education, years of interpreting experience, training background, etc.). • Interpreter training must incorporate the Courtroom Decorum Requirements and Virtual Proceedings Requirements as described in Requirement 10.0. All

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#	Requirement	Description
		interpreters must acknowledge and adhere to these standards prior to assignment.
10.0	Courtroom Decorum and Professional Conduct	**Courtroom Decorum Requirements** Contractor shall ensure that interpreters adhere to the professional standards of conduct and courtroom decorum required in judicial proceedings, including but not limited to the following: • Contractor shall ensure interpreters maintain a professional, neutral, and impartial demeanor at all times. • Contractor shall ensure interpreters adhere to a business-appropriate dress code suitable for court proceedings. • Contractor shall ensure interpreters arrive punctually and are prepared to perform services without causing delay. • Contractor shall ensure interpreters do not engage in side conversations, provide advice, or otherwise interfere with proceedings, except to address interpreting needs. • Contractor shall ensure interpreters follow proper communication protocol when addressing the court (e.g., "Your Honor") to request clarification or repetition. • Contractor shall ensure interpreters maintain strict confidentiality in accordance with professional ethics and court rules. • Contractor shall ensure interpreters maintain professional boundaries and refrain from social interaction with litigants, witnesses, or attorneys during proceedings. • Contractor shall ensure that interpreters remain silent when not interpreting and refrain from using personal electronic devices during the court proceeding unless authorized for work purposes. • Contractor shall ensure interpreters observe courtroom decorum, including standing when the judge enters or leaves, and respecting all courtroom procedures.

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#	Requirement	Description
		• Contractor shall ensure interpreters provide complete and accurate interpretation without additions, omissions, or alterations to testimony or statements. **Virtual Proceedings Requirements** Contractor shall ensure interpreters appearing virtually meet the following requirements: • Contractor shall ensure interpreters use professional, neutral backgrounds free from distractions or personal items. • Contractor shall ensure interpreters appear on camera in business-appropriate attire consistent with courtroom standards. • Contractor shall ensure interpreters have reliable internet connectivity, proper audio equipment, and adequate lighting to provide clear communication. • Contractor shall ensure interpreters remain visible on screen for the duration of the proceeding unless directed otherwise by the court. • Contractor shall ensure interpreters maintain confidentiality and do not allow unauthorized persons to view or overhear proceedings. • Contractor shall ensure interpreters follow the same decorum rules for muting microphones, avoiding interruptions, and addressing the court respectfully. **Failure to comply with these requirements may result in removal from court proceedings and may affect the Contractor's eligibility for future assignments.**
11.0	Complaint Process and Corrective Action	• Contractor must maintain a complaint handling process that allows JBEs to report concerns related to interpreter performance, professionalism, technology failure, or other service issues. • **Contractor must document all complaints received and provide a written response to the JBE identifying:** ○ **the nature of the complaint,**

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#	Requirement	Description
		o the steps taken to investigate, and **o any corrective action implemented.** **• Contractor must remove or restrict interpreters from JBE assignments upon request if performance or conduct concerns are identified by the JBE.** **• Contractor must implement corrective measures when systemic issues are identified (e.g., training, technical remediation, interpreter removal, etc.).** **• Contractor must immediately notify the Judicial Council of any serious incidents (e.g., ethical breaches, confidentiality lapses, refusal to comply with courtroom decorum requirements, etc.).** **• Contractor must provide complaint summary data to the JBE upon request.** **• Contractor must maintain documentation of all complaint investigations and corrective actions and make such documentation available to the JBE upon request.**
12.0	Customer Support and JBE Onboarding	• Contractor must designate one primary point of contact to support JBEs for all contract-related matters, including service implementation, interpreter scheduling, platform access, and technical troubleshooting. • The designated primary contact must respond to JBE email and telephone inquiries in a timely manner and maintain regular availability during statewide court business hours. • Contractor must notify all JBEs and the Judicial Council immediately of any changes to the designated primary point of contact. • Contractor must provide onboarding assistance to JBEs, which must include at a minimum: o Guidance on accessing telephonic and remote interpreter services; o Instructions for scheduling, cancellation, and modifications;

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#	Requirement	Description
		○ Information on interpreter credential prioritization and disclosure expectations; ○ Orientation on using the Contractor's platform or access system, if applicable; and ○ Availability of training materials for JBE staff (e.g., user instructions or quick reference guides) • Contractor must provide ongoing customer support via phone and email during statewide court business hours, with the ability to respond to urgent operational issues in a timely manner. • Contractor must maintain a process to log and resolve service concerns or complaints, including issues raised by JBEs regarding interpreter conduct, technical performance, or service reliability.
13.0	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 (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 language happens in real time), allowing the interpreter to toggle back and forth between consecutive and simultaneous interpretation modes as necessary.

2.2 Description of Deliverables. As ordered by each JBE under a Participating Addendum, Contractor shall deliver to the JBEs the following work products ("Deliverables"): N/A

2.3 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE

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may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

A. Timeliness: The Services were completed and the Deliverables were delivered on time.

B. Completeness: The Services and Deliverables contained the materials and features required in the Agreement.

C. Technical accuracy: The Services and Deliverables are accurate as measured against commonly accepted standards for interpreters and translators.

2.4 Timeline. Contractor must perform the Services and deliver the Deliverables for Priority 1-3 languages for Telephonic and Video Remote Interpreting as specified in Appendix B, Payment Provisions.

2.5 Project Managers. Each JBE may designate a project manager. The Establishing JBE's project manager is: **Russell McGregor**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Christian Womack**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

2.6 Service Warranties. Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

2.7 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

2.8 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

2.9 Stop Work Orders.

A. Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this

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provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

C. The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

3. Acceptance or Rejection. All Goods, Services, and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

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ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM

Description of Services or Deliverables provided by Contractor:
_____

Date submitted to the JBE:_____

The Services or Deliverables are:

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 Services or Deliverables.
_____
_____
_____

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:
_____
_____

[ ] The Services or Deliverables listed above are accepted.

[ ] The Services or Deliverables listed above are rejected.

Name:_____

Title:_____

Name of JBE:_____

Date:_____

END OF ATTACHMENT

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APPENDIX B

Payment Provisions

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

   3.1 Amount. Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

PAYMENT PROVISIONS FOR TELEPHONIC INTERPRETING

PRIORITY 1 LANGUAGES
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Arabic	$0.64	$0.64	N/A	N/A	On-Demand
Armenian (Eastern)	$0.64	$0.64	N/A	N/A	On-Demand
Armenian (Western)	$0.64	$0.64	N/A	N/A	On-Demand
Cantonese	$0.64	$0.64	N/A	N/A	On-Demand
Farsi (Persian of Iran)	$0.64	$0.64	N/A	N/A	On-Demand
Hindi	$0.64	$0.64	N/A	N/A	On-Demand
Korean	$0.64	$0.64	N/A	N/A	On-Demand
Mandarin	$0.64	$0.64	N/A	N/A	On-Demand
Punjabi	$0.64	$0.64	N/A	N/A	On-Demand
Russian	$0.64	$0.64	N/A	N/A	On-Demand
Spanish	$0.64	$0.64	N/A	N/A	On-Demand
Tagalog	$0.64	$0.64	N/A	N/A	On-Demand
Vietnamese	$0.64	$0.64	N/A	N/A	On-Demand

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PRIORITY 2 LANGUAGES
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Bengali	$0.64	$0.64	N/A	N/A	On-Demand
Dari (Persian of Afghanistan)	$0.64	$0.64	N/A	N/A	On-Demand
Hmong	$0.64	$0.64	N/A	N/A	On-Demand
Japanese	$0.64	$0.64	N/A	N/A	On-Demand
Kanjobal (Q'anjob'al)	$0.64	$0.64	N/A	N/A	On-Demand
Khmer (Cambodian)	$0.64	$0.64	N/A	N/A	On-Demand
Lao	$0.64	$0.64	N/A	N/A	On-Demand
Mam	$0.64	$0.64	N/A	N/A	On-Demand
Mixteco	$0.64	$0.64	N/A	N/A	On-Demand
Mixteco Alto	$0.64	$0.64	N/A	N/A	On-Demand
Mixteco Bajo	$0.64	$0.64	N/A	N/A	On-Demand
Mixteco de Guerrero	$0.64	$0.64	N/A	N/A	On-Demand
Portuguese	$0.64	$0.64	N/A	N/A	On-Demand
Romanian	$0.64	$0.64	N/A	N/A	On-Demand
Triqui	$0.64	$0.64	N/A	N/A	On-Demand
Urdu	$0.64	$0.64	N/A	N/A	On-Demand

PRIORITY 3 LANGUAGES (OTHER LANGUAGES OFFERED BY VENDOR)
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Acholi	$0.64	$0.64	N/A	N/A	On-Demand
Afar	$0.64	$0.64	N/A	N/A	On-Demand
Afrikaans	$0.64	$0.64	N/A	N/A	On-Demand
Akateko	$0.64	$0.64	N/A	N/A	On-Demand
Albanian	$0.64	$0.64	N/A	N/A	On-Demand
Amharic	$0.64	$0.64	N/A	N/A	On-Demand
Anuak	$0.64	$0.64	N/A	N/A	On-Demand
Apache	$0.64	$0.64	N/A	N/A	On-Demand
Assyrian	$0.64	$0.64	N/A	N/A	On-Demand
Azerbaijani	$0.64	$0.64	N/A	N/A	On-Demand
Bahasa	$0.64	$0.64	N/A	N/A	On-Demand

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LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Bahdini	$0.64	$0.64	N/A	N/A	On-Demand
Bahnar	$0.64	$0.64	N/A	N/A	On-Demand
Bajuni	$0.64	$0.64	N/A	N/A	On-Demand
Bambara	$0.64	$0.64	N/A	N/A	On-Demand
Bantu	$0.64	$0.64	N/A	N/A	On-Demand
Barese	$0.64	$0.64	N/A	N/A	On-Demand
Basque	$0.64	$0.64	N/A	N/A	On-Demand
Bassa	$0.64	$0.64	N/A	N/A	On-Demand
Belarusian	$0.64	$0.64	N/A	N/A	On-Demand
Bemba	$0.64	$0.64	N/A	N/A	On-Demand
Benaadir	$0.64	$0.64	N/A	N/A	On-Demand
Berber	$0.64	$0.64	N/A	N/A	On-Demand
Bosnian	$0.64	$0.64	N/A	N/A	On-Demand
Bravanese	$0.64	$0.64	N/A	N/A	On-Demand
Bulgarian	$0.64	$0.64	N/A	N/A	On-Demand
Burmese	$0.64	$0.64	N/A	N/A	On-Demand
Catalan	$0.64	$0.64	N/A	N/A	On-Demand
Cebuano	$0.64	$0.64	N/A	N/A	On-Demand
Chaldean	$0.64	$0.64	N/A	N/A	On-Demand
Chamorro	$0.64	$0.64	N/A	N/A	On-Demand
Chaochow	$0.64	$0.64	N/A	N/A	On-Demand
Chin Falam	$0.64	$0.64	N/A	N/A	On-Demand
Chin Hakha	$0.64	$0.64	N/A	N/A	On-Demand
Chin Mara	$0.64	$0.64	N/A	N/A	On-Demand
Chin Matu	$0.64	$0.64	N/A	N/A	On-Demand
Chin Senthang	$0.64	$0.64	N/A	N/A	On-Demand
Chin Tedim	$0.64	$0.64	N/A	N/A	On-Demand
Chipewyan	$0.64	$0.64	N/A	N/A	On-Demand
Chuukese	$0.64	$0.64	N/A	N/A	On-Demand
Cree	$0.64	$0.64	N/A	N/A	On-Demand
Croatian	$0.64	$0.64	N/A	N/A	On-Demand
Czech	$0.64	$0.64	N/A	N/A	On-Demand
Danish	$0.64	$0.64	N/A	N/A	On-Demand
Dewoin	$0.64	$0.64	N/A	N/A	On-Demand
Dinka	$0.64	$0.64	N/A	N/A	On-Demand
Duala	$0.64	$0.64	N/A	N/A	On-Demand
Dutch	$0.64	$0.64	N/A	N/A	On-Demand
Dzongkha	$0.64	$0.64	N/A	N/A	On-Demand
Edo	$0.64	$0.64	N/A	N/A	On-Demand
Ekegusii	$0.64	$0.64	N/A	N/A	On-Demand
Estonian	$0.64	$0.64	N/A	N/A	On-Demand

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LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Ewe	$0.64	$0.64	N/A	N/A	On-Demand
Fijian	$0.64	$0.64	N/A	N/A	On-Demand
Fijian Hindi	$0.64	$0.64	N/A	N/A	On-Demand
Finnish	$0.64	$0.64	N/A	N/A	On-Demand
Flemish	$0.64	$0.64	N/A	N/A	On-Demand
French	$0.64	$0.64	N/A	N/A	On-Demand
French Canadian	$0.64	$0.64	N/A	N/A	On-Demand
Fukienese	$0.64	$0.64	N/A	N/A	On-Demand
Fulani	$0.64	$0.64	N/A	N/A	On-Demand
Fuzhou	$0.64	$0.64	N/A	N/A	On-Demand
Ga	$0.64	$0.64	N/A	N/A	On-Demand
Gaddang	$0.64	$0.64	N/A	N/A	On-Demand
Gaelic-Irish	$0.64	$0.64	N/A	N/A	On-Demand
Gaelic-Scottish	$0.64	$0.64	N/A	N/A	On-Demand
Garifuna	$0.64	$0.64	N/A	N/A	On-Demand
Garre	$0.64	$0.64	N/A	N/A	On-Demand
Gen	$0.64	$0.64	N/A	N/A	On-Demand
Georgian	$0.64	$0.64	N/A	N/A	On-Demand
German	$0.64	$0.64	N/A	N/A	On-Demand
German Penn.	$0.64	$0.64	N/A	N/A	On-Demand
Dutch	$0.64	$0.64	N/A	N/A	On-Demand
Gheg	$0.64	$0.64	N/A	N/A	On-Demand
Gokana	$0.64	$0.64	N/A	N/A	On-Demand
Greek	$0.64	$0.64	N/A	N/A	On-Demand
Guarani	$0.64	$0.64	N/A	N/A	On-Demand
Gujarati	$0.64	$0.64	N/A	N/A	On-Demand
Gulay	$0.64	$0.64	N/A	N/A	On-Demand
Gurani	$0.64	$0.64	N/A	N/A	On-Demand
Haitian Creole	$0.64	$0.64	N/A	N/A	On-Demand
Hakka-China	$0.64	$0.64	N/A	N/A	On-Demand
Hakka-Taiwan	$0.64	$0.64	N/A	N/A	On-Demand
Hassaniyya	$0.64	$0.64	N/A	N/A	On-Demand
Hausa	$0.64	$0.64	N/A	N/A	On-Demand
Hawaiian	$0.64	$0.64	N/A	N/A	On-Demand
Hebrew	$0.64	$0.64	N/A	N/A	On-Demand
Hiligaynon	$0.64	$0.64	N/A	N/A	On-Demand
Hindko	$0.64	$0.64	N/A	N/A	On-Demand

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LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Hunanese	$0.64	$0.64	N/A	N/A	On-Demand
Hungarian	$0.64	$0.64	N/A	N/A	On-Demand
lbanag	$0.64	$0.64	N/A	N/A	On-Demand
Icelandic	$0.64	$0.64	N/A	N/A	On-Demand
Igbo	$0.64	$0.64	N/A	N/A	On-Demand
Ilocano	$0.64	$0.64	N/A	N/A	On-Demand
Indonesian	$0.64	$0.64	N/A	N/A	On-Demand
Inuktitut	$0.64	$0.64	N/A	N/A	On-Demand
Italian	$0.64	$0.64	N/A	N/A	On-Demand
Jakartanese	$0.64	$0.64	N/A	N/A	On-Demand
Jamaican Patois	$0.64	$0.64	N/A	N/A	On-Demand
Jarai	$0.64	$0.64	N/A	N/A	On-Demand
Javanese	$0.64	$0.64	N/A	N/A	On-Demand
Jingpho	$0.64	$0.64	N/A	N/A	On-Demand
Jinyu	$0.64	$0.64	N/A	N/A	On-Demand
Juba Arabic	$0.64	$0.64	N/A	N/A	On-Demand
Jula	$0.64	$0.64	N/A	N/A	On-Demand
Kaba	$0.64	$0.64	N/A	N/A	On-Demand
Kakwa	$0.64	$0.64	N/A	N/A	On-Demand
Karnba	$0.64	$0.64	N/A	N/A	On-Demand
Karn Muang	$0.64	$0.64	N/A	N/A	On-Demand
Kannada	$0.64	$0.64	N/A	N/A	On-Demand
Karen	$0.64	$0.64	N/A	N/A	On-Demand
Karenni	$0.64	$0.64	N/A	N/A	On-Demand
Kashrniri	$0.64	$0.64	N/A	N/A	On-Demand
Kazakh	$0.64	$0.64	N/A	N/A	On-Demand
Kham	$0.64	$0.64	N/A	N/A	On-Demand
Khana	$0.64	$0.64	N/A	N/A	On-Demand
K'iche	$0.64	$0.64	N/A	N/A	On-Demand
Kikuyu	$0.64	$0.64	N/A	N/A	On-Demand
Kirniiru	$0.64	$0.64	N/A	N/A	On-Demand
Kinyarwanda	$0.64	$0.64	N/A	N/A	On-Demand
Kissi, Northern	$0.64	$0.64	N/A	N/A	On-Demand
Koho	$0.64	$0.64	N/A	N/A	On-Demand
Krahn	$0.64	$0.64	N/A	N/A	On-Demand
Krio	$0.64	$0.64	N/A	N/A	On-Demand
Kunarna	$0.64	$0.64	N/A	N/A	On-Demand
Kurrnanji	$0.64	$0.64	N/A	N/A	On-Demand
Kyrgyz	$0.64	$0.64	N/A	N/A	On-Demand
Latvian	$0.64	$0.64	N/A	N/A	On-Demand

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Liberian Pidgin English	$0.64	$0.64	N/A	N/A	On-Demand
Lingala	$0.64	$0.64	N/A	N/A	On-Demand
Lithuanian	$0.64	$0.64	N/A	N/A	On-Demand
Luba-Kasai	$0.64	$0.64	N/A	N/A	On-Demand
Luganda	$0.64	$0.64	N/A	N/A	On-Demand
Luo	$0.64	$0.64	N/A	N/A	On-Demand
Maay	$0.64	$0.64	N/A	N/A	On-Demand
Macedonian	$0.64	$0.64	N/A	N/A	On-Demand
Malay	$0.64	$0.64	N/A	N/A	On-Demand
Malayalam	$0.64	$0.64	N/A	N/A	On-Demand
Maltese	$0.64	$0.64	N/A	N/A	On-Demand
Mandinka	$0.64	$0.64	N/A	N/A	On-Demand
Manobo	$0.64	$0.64	N/A	N/A	On-Demand
Marathi	$0.64	$0.64	N/A	N/A	On-Demand
Marka	$0.64	$0.64	N/A	N/A	On-Demand
Marshallese	$0.64	$0.64	N/A	N/A	On-Demand
Masalit	$0.64	$0.64	N/A	N/A	On-Demand
Mbay	$0.64	$0.64	N/A	N/A	On-Demand
Mien	$0.64	$0.64	N/A	N/A	On-Demand
Mirpuri	$0.64	$0.64	N/A	N/A	On-Demand
Mizo	$0.64	$0.64	N/A	N/A	On-Demand
Mnong	$0.64	$0.64	N/A	N/A	On-Demand
Mongolian	$0.64	$0.64	N/A	N/A	On-Demand
Montenegrin	$0.64	$0.64	N/A	N/A	On-Demand
Moroccan Arabic	$0.64	$0.64	N/A	N/A	On-Demand
Mortlockese	$0.64	$0.64	N/A	N/A	On-Demand
Napoletano	$0.64	$0.64	N/A	N/A	On-Demand
Navajo	$0.64	$0.64	N/A	N/A	On-Demand
Nepali	$0.64	$0.64	N/A	N/A	On-Demand
Ngambay	$0.64	$0.64	N/A	N/A	On-Demand
Nigerian Pidgin	$0.64	$0.64	N/A	N/A	On-Demand
Norwegian	$0.64	$0.64	N/A	N/A	On-Demand
Nuer	$0.64	$0.64	N/A	N/A	On-Demand
Nupe Nyanja	$0.64	$0.64	N/A	N/A	On-Demand
Nyoro	$0.64	$0.64	N/A	N/A	On-Demand
Ojibway	$0.64	$0.64	N/A	N/A	On-Demand
Oromo	$0.64	$0.64	N/A	N/A	On-Demand
Pampangan	$0.64	$0.64	N/A	N/A	On-Demand

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Papiamento	$0.64	$0.64	N/A	N/A	On-Demand
Pashto	$0.64	$0.64	N/A	N/A	On-Demand
Plautdietsch	$0.64	$0.64	N/A	N/A	On-Demand
Pohnpeian	$0.64	$0.64	N/A	N/A	On-Demand
Polish	$0.64	$0.64	N/A	N/A	On-Demand
Portuguese Brazilian	$0.64	$0.64	N/A	N/A	On-Demand
Portuguese Cape Verdean	$0.64	$0.64	N/A	N/A	On-Demand
Pugliese	$0.64	$0.64	N/A	N/A	On-Demand
Pulaar	$0.64	$0.64	N/A	N/A	On-Demand
Putian	$0.64	$0.64	N/A	N/A	On-Demand
Quechua	$0.64	$0.64	N/A	N/A	On-Demand
Quichua	$0.64	$0.64	N/A	N/A	On-Demand
Q'eqchi'	$0.64	$0.64	N/A	N/A	On-Demand
Rade	$0.64	$0.64	N/A	N/A	On-Demand
Rahkine	$0.64	$0.64	N/A	N/A	On-Demand
Rohingya	$0.64	$0.64	N/A	N/A	On-Demand
Rundi	$0.64	$0.64	N/A	N/A	On-Demand
Samoan	$0.64	$0.64	N/A	N/A	On-Demand
Sango	$0.64	$0.64	N/A	N/A	On-Demand
Seraiki	$0.64	$0.64	N/A	N/A	On-Demand
Serbian	$0.64	$0.64	N/A	N/A	On-Demand
Shanghainese	$0.64	$0.64	N/A	N/A	On-Demand
Shona	$0.64	$0.64	N/A	N/A	On-Demand
Sichuan Yi	$0.64	$0.64	N/A	N/A	On-Demand
Sicilian	$0.64	$0.64	N/A	N/A	On-Demand
Sinhala	$0.64	$0.64	N/A	N/A	On-Demand
Slovak	$0.64	$0.64	N/A	N/A	On-Demand
Slovene	$0.64	$0.64	N/A	N/A	On-Demand
Soga	$0.64	$0.64	N/A	N/A	On-Demand
Somali	$0.64	$0.64	N/A	N/A	On-Demand
Soninke	$0.64	$0.64	N/A	N/A	On-Demand
Sorani	$0.64	$0.64	N/A	N/A	On-Demand
Sudanese Arabic	$0.64	$0.64	N/A	N/A	On-Demand
Sunda	$0.64	$0.64	N/A	N/A	On-Demand
Susu	$0.64	$0.64	N/A	N/A	On-Demand
Swahili	$0.64	$0.64	N/A	N/A	On-Demand
Swedish	$0.64	$0.64	N/A	N/A	On-Demand
Sylhetti	$0.64	$0.64	N/A	N/A	On-Demand
Taiwanese	$0.64	$0.64	N/A	N/A	On-Demand

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LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Tajik	$0.64	$0.64	N/A	N/A	On-Demand
Tamil	$0.64	$0.64	N/A	N/A	On-Demand
Telugu	$0.64	$0.64	N/A	N/A	On-Demand
Tetun	$0.64	$0.64	N/A	N/A	On-Demand
Thai	$0.64	$0.64	N/A	N/A	On-Demand
Tibetan	$0.64	$0.64	N/A	N/A	On-Demand
Tigre	$0.64	$0.64	N/A	N/A	On-Demand
Tigrigna	$0.64	$0.64	N/A	N/A	On-Demand
Toishanese	$0.64	$0.64	N/A	N/A	On-Demand
Tongan	$0.64	$0.64	N/A	N/A	On-Demand
Tooro	$0.64	$0.64	N/A	N/A	On-Demand
Turkish	$0.64	$0.64	N/A	N/A	On-Demand
Turkrnan	$0.64	$0.64	N/A	N/A	On-Demand
Tzotzil	$0.64	$0.64	N/A	N/A	On-Demand
Ukrainian	$0.64	$0.64	N/A	N/A	On-Demand
Uzbek	$0.64	$0.64	N/A	N/A	On-Demand
Visayan	$0.64	$0.64	N/A	N/A	On-Demand
Welsh	$0.64	$0.64	N/A	N/A	On-Demand
Wenzhounese	$0.64	$0.64	N/A	N/A	On-Demand
Wodaabe	$0.64	$0.64	N/A	N/A	On-Demand
Wolof	$0.64	$0.64	N/A	N/A	On-Demand
Yemini Arabic	$0.64	$0.64	N/A	N/A	On-Demand
Yiddish	$0.64	$0.64	N/A	N/A	On-Demand
Yoruba	$0.64	$0.64	N/A	N/A	On-Demand
Yunnanese	$0.64	$0.64	N/A	N/A	On-Demand
Zapoteco	$0.64	$0.64	N/A	N/A	On-Demand
Zarma	$0.64	$0.64	N/A	N/A	On-Demand
Zo	$0.64	$0.64	N/A	N/A	On-Demand
Zyphe	$0.64	$0.64	N/A	N/A	On-Demand

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PAYMENT PROVISIONS FOR VIDEO REMOTE INTERPRETING

PRIORITY 1 LANGUAGES (MUST PROVIDE)
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
American Sign Language	$2.50	$2.50	N/A	N/A	On-Demand
Arabic	$1.85	$1.85	N/A	N/A	On-Demand
Armenian (Eastern)	$1.85	$1.85	N/A	N/A	On-Demand
Armenian (Western)	$1.85	$1.85	N/A	N/A	On-Demand
Cantonese	$1.85	$1.85	N/A	N/A	On-Demand
Certified Deaf Interpreter	$1.85	$1.85	N/A	N/A	Refer to Virtual Onsite Rate Structure
Farsi (Persian of Iran)	$1.85	$1.85	N/A	N/A	On-Demand
Hindi	$1.85	$1.85	N/A	N/A	On-Demand
Korean	$1.85	$1.85	N/A	N/A	On-Demand
Mandarin	$1.85	$1.85	N/A	N/A	On-Demand
Punjabi	$1.85	$1.85	N/A	N/A	On-Demand
Russian	$1.85	$1.85	N/A	N/A	On-Demand
Spanish	$1.85	$1.85	N/A	N/A	On-Demand
Tagalog	$1.85	$1.85	N/A	N/A	On-Demand
Vietnamese	$1.85	$1.85	N/A	N/A	On-Demand

PRIORITY 2 LANGUAGES (MAY PROVIDE)
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Bengali	$1.85	$1.85	N/A	N/A	On-Demand
Dari (Persian of Afghanistan)	$1.85	$1.85	N/A	N/A	On-Demand
Hmong	$1.85	$1.85	N/A	N/A	On-Demand
Japanese	$1.85	$1.85	N/A	N/A	On-Demand

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LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Kanjobal (Q'anjob'al)	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Khmer (Cambodian)	$1.85	$1.85	N/A	N/A	On-Demand
Lao	$1.85	$1.85	N/A	N/A	On-Demand
Mam	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Mixteco	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Mixteco Alto	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Mixteco Bajo	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Mixteco de Guerrero	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Portuguese	$1.85	$1.85	N/A	N/A	On-Demand
Romanian	$1.85	$1.85	N/A	N/A	On-Demand
Triqui	$1.85	$1.85	N/A	N/A	On-Demand Telephonic/Audio Interpreting Only
Urdu	$1.85	$1.85	N/A	N/A	On-Demand

PRIORITY 3 LANGUAGES (OTHER LANGUAGES OFFERED BY VENDOR)
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
French	$1.85	$1.85	N/A	N/A	On-Demand
French Canadian	$1.85	$1.85	N/A	N/A	On-Demand
Polish	$1.85	$1.85	N/A	N/A	On-Demand
Portuguese Brazilian	$1.85	$1.85	N/A	N/A	On-Demand
Albanian	$1.85	$1.85	N/A	N/A	On-Demand

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LANGUAGE	COST PER MINUTE (CA CERT/REG)	COST PER MINUTE (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Amharic	$1.85	$1.85	N/A	N/A	On-Demand
Bosnian	$1.85	$1.85	N/A	N/A	On-Demand
British Sign Language	$1.85	$1.85	N/A	N/A	On-Demand
Burmese	$1.85	$1.85	N/A	N/A	On-Demand
German	$1.85	$1.85	N/A	N/A	On-Demand
Greek	$1.85	$1.85	N/A	N/A	On-Demand
Haitian Creole	$1.85	$1.85	N/A	N/A	On-Demand
Hebrew	$1.85	$1.85	N/A	N/A	On-Demand
Italian	$1.85	$1.85	N/A	N/A	On-Demand
Karen	$1.85	$1.85	N/A	N/A	On-Demand
Kinyarwanda	$1.85	$1.85	N/A	N/A	On-Demand
Lithuanian	$1.85	$1.85	N/A	N/A	On-Demand
Malay	$1.85	$1.85	N/A	N/A	On-Demand
Nepali	$1.85	$1.85	N/A	N/A	On-Demand
Pashto	$1.85	$1.85	N/A	N/A	On-Demand
Somali	$1.85	$1.85	N/A	N/A	On-Demand
Swahili	$1.85	$1.85	N/A	N/A	On-Demand
Thai	$1.85	$1.85	N/A	N/A	On-Demand
Tigrigna	$1.85	$1.85	N/A	N/A	On-Demand
Turkish	$1.85	$1.85	N/A	N/A	On-Demand
Ukrainian	$1.85	$1.85	N/A	N/A	On-Demand
Uzbek	$1.85	$1.85	N/A	N/A	On-Demand

PAYMENT PROVISIONS FOR VIRTUAL ONSITE (VOSI)

PRIORITY 1 LANGUAGES
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
American Sign Language	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Arabic	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Armenian (Eastern)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Armenian (Western)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Cantonese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

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LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Certified Deaf Interpreter	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Farsi (Persian of Iran)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hindi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Korean	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mandarin	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Punjabi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Russian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Spanish	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Tagalog	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Vietnamese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

PRIORITY 2 LANGUAGES
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Bengali	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Dari (Persian of Afghanistan)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hmong	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Japanese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Kanjobal (Q'anjob'al)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Khmer (Cambodian)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Lao	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mam	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mixteco	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mixteco Alto	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mixteco Bajo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mixteco de Guerrero	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Portuguese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Romanian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Triqui	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

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LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Urdu	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

PRIORITY 3 LANGUAGES
CA CERT/REG = CA CERTIFIED/REGISTERED COURT INTERPRETERS

LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
All Other Languages	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Akan	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Albanian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Asante	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Assyrian Neo-Aramaic	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Awngi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Bamanankan	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Belarusan	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Bemba	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Berber Languages	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Bosnian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Bulgarian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Burmese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Cebuano	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chaldean Neo-Aramaic	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chin Languages	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chin, Falam	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chin, Haka	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chinese, Min Nan	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chinese, Wu	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chinese, Yue	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Chuckese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Croatian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Czech	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Danish	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Dholuo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Dinka	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

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LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Dutch	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Dzongkha	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Edo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Ewe	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Filipino	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Finnish	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
French	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
French-based Creoles and pidgins/ Patois	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Fujianese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Fulah / Pular / Poulah	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Georgian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
German, Standard	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Gikuyu	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Greek Languages	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Gujarati	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Haitian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hausa	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hebrew	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hindi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hmong	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Hungarian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
lgbo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Ilocano	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Indonesian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Italian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
lu Mien	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Jarai	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Kannada	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Karen Languages	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Kisi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Kongo/ Kikongo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Krio	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Kru Languages	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Kunama	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

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LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Kurdish / Kurdish Lao	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Lingala	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Lithuanian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Maay	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Macedonian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Malay	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Malayalam	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mandingo *I* Malinke	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Marathi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Marshallese	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mnong, Central	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Moldavian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Mongolian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Navajo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Nepali	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Norwegian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Oromo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Panjabi, Eastern	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Pohnpeian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Polish	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Pushto *I* Pashtu	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Remote Cart (Captioning)	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Rohingya	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Rundi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Rwanda	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Samoan	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Serbian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Sinhala	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Slovak	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Somali	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Soninke	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Sorani	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Swahili	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Tagalog	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Tamil	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Telugu	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Thai	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

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LANGUAGE	COST PER HOUR (CA CERT/REG)	COST PER HOUR (NON-CA CERT/REG)	RUSH FEES (CA CERT/REG)	RUSH FEES (NON-CA CERT/REG)	ON-DEMAND OR PRE-SCHEDULED
Tibetan, Central	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Tigrigna	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Tongan	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Turkish	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Twi	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Ukrainian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Uyghur	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Wolof	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Wolof, Gambian	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Yiddish	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Yorubu	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled
Zo	$150/ HR	$125/ HR	See T&Cs	See T&Cs	Pre-Scheduled

T&Cs for Virtual Onsite (VOSI) Services:

- **Standard Hourly Rate-** 8:00 a.m. - 5:00 p.m. local time Monday through Friday with more than one full business days' notice.
- **Non-Standard Hourly Rate-** Before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or assignments with less than one full business days' notice.
- **Emergency/Holiday Rate-** Assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.
- **Cancelation-** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the Minimum Appointment Time or reserved time for the assignment.
- **Minimum Appointment Time-** One Hour. Time beyond Minimum Appointment Time will be billed in 15-minute increments.
- **Billing-** Billing will be for the greater of time reserved or actual time, subject to the minimum.
- **Remote Cart Services-** Remote Computer Assisted Real-Time Transcription (CART) services available (English only) at $225.00 Standard Hourly Rate, $337.50 Non-Standard or Emergency/Holiday Hourly Rate. One hour minimum applies.

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3.2 Withholding. When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

3.3 No Advance Payment. The JBEs will not make any advance payments.

4. Invoicing and Payment

4.1 Invoicing. Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

4.2 Payment. The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

4.3 No Implied Acceptance. Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

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

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APPENDIX C

General Provisions

1. **Provisions Applicable to Services**

   1.1 Qualifications. Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.

   1.2 Turnover. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

   1.3 Background Checks. Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

2. **Contractor Certification Clauses.** Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

   2.1 Authority. Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.

   2.2 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.

   2.3 No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).

   2.4 No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090

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et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.

2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.

2.7 **Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.

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

2.9 **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.

2.10 **Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

2.11 **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

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

3. Insurance.

3.1 **General Requirements.**

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A. By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

B. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.

D. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.

E. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

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F. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the Judicial Branch Entities (including the Establishing JBE and the Participating Entities); and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.

G. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

H. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.

I. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California
Attn: Tracy Matthews
2850 Gateway Oaks Drive, Ste 300
Sacramento, CA 95833-4348

J. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

K. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

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L. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

M. Contractor shall provide the JBE with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.

N. JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JBE.

O. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, the JBE, and the Judicial Branch Entities.

3.2 **Individual Policy Requirements**

A. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage and two million dollars ($2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

B. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars ($1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

C. Workers' Compensation & Employers' Liability Insurance

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If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars ($1,000,000) for each accident, one million dollars ($1,000,000) as the aggregate disease policy limit, and one million dollars ($1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

D. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall provide limits of not less than one million dollars ($1,000,000) per claim or per occurrence and two million dollars ($2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to the Agreement.

E. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars ($2,000,000) per occurrence or claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than two million dollars ($2,000,000) per occurrence, and two million dollars ($2,000,000) per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

The technology professional liability errors and omissions insurance policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or

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destruction of electronic data and/or information "property" of the JBE in the care, custody, or control of the Contractor. If not covered under Contractor's technology professional liability errors and omissions insurance, such "property" coverage of the JBE must be endorsed onto the Contractor's Cyber Liability Policy.

3.3 **Umbrella Policies**

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

4. **Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. 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.
5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Establishing JBE may, at its sole option, extend this Agreement for up to three consecutive one-year terms, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
6. **Tax Delinquency.** Contractor must provide notice to the JBEs 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 Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
7. **Termination**

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7.1 Termination for Convenience. 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. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

7.2 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.

7.3 Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

7.4 Termination for 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.

7.5 Rights and Remedies.

A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and

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exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.

B. *Replacement.* If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.

C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

D. *Participating Addenda*. The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, 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 7; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or

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subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns. Notwithstanding the foregoing, the Establishing JBE hereby consents to Contractor's use of Benoit, Inc. as a subcontractor to provide interpreters under this Agreement and any applicable Participating Addendum when a Contractor interpreter is not available. Contractor remains fully responsible for the subcontractor's compliance with this Agreement and for its acts and omissions as if they were the acts and omissions of Contractor.

9. **Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	**If to the Establishing JBE:**
LanguageLine Solutions Attn: Christian Womack Strategic Account Executive 1 Lower Ragsdale Drive, Building 2 Monterey, CA 93940	Judicial Council of California Attn: Tracy Matthews, Contracts Supervisor 2850 Gateway Oaks Drive, Ste. 300 Sacramento, CA 95833-4348 <u>With a copy to</u>: Judicial Council of California Attn: Russell McGregor, Judicial Council Project Manager, Language Access Implementation Unit 2860 Gateway Oaks Drive Sacramento, CA 95833-4348

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.

10. **Provisions Applicable to Certain Agreements.** The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

    10.1 Union Activities Restrictions. *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum 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.

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10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 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.

10.3 Child Support Compliance Act. *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.4 Priority Hiring. *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

10.5 Iran Contracting Act. *If the Contract Amount is $1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (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 Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

10.6 Loss Leader Prohibition. *If this Agreement (including any Participating Addendum) 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.

10.7 Recycling. *If this Agreement (including any Participating Addendum) provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement (including any Participating

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Addendum) to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

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

10.9 Federal Funding Requirements. *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) 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 (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice

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of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

10.10 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing 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 Participating Addendum, 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 Participating Addendum; (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 Participating Addendum; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Participating Addendum, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Participating Addendum; and (5) that all payments under the Participating Addendum 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.

10.11 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable 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 Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be

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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 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. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if 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.

10.12 Legal Services. *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

10.13 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

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

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10.15 Fou r-Digit Date Compliance. *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBEs. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is 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 or any Participating Addendum.

10.16 Janitorial Services or Building Maintenance Services. *If this Agreement (or any Participating Addendum) is for janitorial or building maintenance services, this section is applicable.* If this Agreement (or a Participating Addendum) requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

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

11. Generative Artificial Intelligence

11.1 Definitions: the following terms shall be given the meanings shown below:

(a) **Artificial Intelligence or AI**: technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

(b) **GenAI Training Data**: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

(d) **Generated Data**: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

(e) **Generative AI (GenAI)**: an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system's training data.

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(f) **Hallucination**: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

(g) **Materially Impacts**: a Material Impact exists when:

(i) the work using GenAI could have a significant, substantial effect on the JBE system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations;

(ii) the work using GenAI could have a significant, substantial effect on the JBE's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE; or

(iii) when failure to conduct work which uses GenAI in accordance with the Agreement would constitute a material breach under the Agreement.

(h) **Prompt**: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Agreement. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

11.2 GenAI Disclosure Obligations

(a) **Disclosure Obligations**:

(i) Contractor must immediately notify the JBE in writing if Contractor intends to include or provide GenAI in Deliverables, Goods, or Services; or if Contractor intends to include GenAI in any Deliverable, Goods, or Services that Materially Impacts:

(A) functionality of a JBE system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations);

(B) risk to the JBE (i.e., the work using GenAI could have a significant, substantial effect on the JBE's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE); or

(C) contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).

(ii) Such notification shall be provided to the JBE designee identified in this Agreement .

(iii) At the direction of the JBE, Contractor shall discontinue the provision to the JBE of any previously unreported GenAI, including GenAI that results in a Material Impact to the functionality of a JBE system, risk to the JBE, or contract performance, as determined by the JBE.

(iv) If the use of previously undisclosed GenAI is approved by the JBE, then Contractor will update the description of the Deliverables, Goods, and Services, and the parties will amend the Agreement accordingly.

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(b) **Failure to Disclose or Discontinue GenAI Use**: The JBE, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Agreement when such failure results in a Material Impact to functionality of a JBE system, risk to the JBE, or Agreement performance. The JBE is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement for cause.

11.3 Contractor's Obligations for Responsible Use

(a) Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Agreement. Contractor represents and warrants that it has the appropriate intellectual property rights associated with any GenAI used in the Deliverables, Goods, or Services.

(b) Contractor shall ensure that the GenAI included, or made available as part of the Deliverables, Goods, or Services is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable, Goods, or Services.

(c) Contractor shall comply with all applicable laws and regulations in relation to the provision or use of any GenAI in the Deliverables, Goods, or Services.

11.4 Rights to State Generated Data

JBE and Contractor agree that Generated Data created from a JBE-provided Prompt is not a derivative work of the GenAI Training Data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a JBE-provided Prompt constitutes a derivative work of the GenAI Training Data, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data.

11.5 Contractor's Use of JBE Data

Contractor shall not incorporate any confidential or non-public JBE data into GenAI Training Data and shall not otherwise utilize confidential or non-public JBE data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the JBE specifying the confidential or non-public JBE data that may be used along with the acceptable scope of such usage.

12. Generative AI Special Provisions

12.1 GenAI Additional Security Requirements

Contractor shall allow the JBE reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Agreement and JBE content, at no cost to the JBE.

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12.2 Confidentiality of Data and Prompts

Contractor shall protect from unauthorized use and disclosure any Prompts that Contractor provides to any GenAI in connection with this Agreement, as well as any Generated Data that is created based on Contractor provided Prompts.

12.3 Rights in Prompts and Generated Content

(a) For the avoidance of doubt and for the purposes of this Agreement: (i) JBE-provided Prompts and Generated Data created from a JBE provided Prompt shall constitute a subset of the JBE's data, and the JBE owns all rights, title, and interest to such Prompts and Generated Data; and (ii) the JBE shall own all rights, title, and interest to any Prompts or Generated Data developed or produced by the Contractor as Deliverables or Services pursuant to this Agreement.

(b) Unless otherwise specified in this Agreement:

(i) Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the JBE in writing.

(ii) For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.

12.4 GenAI Training and Generated Data Review

(a) **GenAI Training Data Review**: Contractor shall track and disclose the quality of the GenAI Training Data used for any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time. Contractor shall share such metrics and methods, as well as the underlying data, with the JBE upon request by the JBE or at periodic intervals as may be agreed by the JBE and Contractor. The JBE retains the right to audit, review, or investigate the quality of the GenAI Training Data at any time, upon reasonable advance notice from JBE to Contractor.

(b) **Generated Data Review**: Contractor shall track and disclose the quality of the Generated Data of any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the output over time. Contractor shall share such metrics and methods, as well as the underlying output, with the JBE upon request by the JBE or at periodic intervals as agreed by the Parties. The JBE retains the right to audit, review, or investigate the quality of the Generated Data at any time, subject to reasonable advance notice from JBE to Contractor.

(c) **Generated Data Identification**: Contractor shall ensure that all Generated Data that materially impacts Deliverables created pursuant to the Agreement contains a digital watermark or other digital identification that clearly identifies that the Generated Data was

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created by GenAI. Contractor shall comply with all other applicable laws, regulations, and guidelines concerning the identification Generated Data.

13. Miscellaneous Provisions.

13.1 Independent Contractor. Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.

13.2 GAAP Compliance. Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

13.3 Audit. Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

13.4 Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

13.5 Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential

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Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

13.6 Ownership of Deliverables. Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.

13.7 Publicity. Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).

13.8 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

13.9 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

13.10 Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or

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Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11 Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

13.12 Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

13.13 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

13.14 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

13.15 Time of the Essence. Time is of the essence in Contractor's performance under this Agreement.

13.16 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

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APPENDIX D

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

"Agreement" is defined on the Coversheet.

"Contractor" is defined on the Coversheet.

"Confidential Information" means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBEs' satisfaction that: (a) Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

"Consulting Services" refers to the services performed under "Consulting Services Agreements," which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

"Contract Amount" means the contract amount of any Participating Addendum.

"Coversheet" refers to the first page of this Agreement.

"Deliverables" is defined in Appendix A.

"Effective Date" is defined on the Coversheet.

"Establishing JBE" is defined on the Coversheet.

"Expiration Date" is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

"Goods" is defined in Appendix A.

"Initial Term" is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

"JBEs" and **"JBE"** are defined on the Coversheet.

"Judicial Branch Entity" or **"Judicial Branch Entities**" means the Establishing JBE and any other California superior or appellate court, the Supreme Court of California, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

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"Notice" means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

"Option Term" means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.

"Participating Addendum" is defined in Appendix A.

"Participating Entities" and **"Participating Entity"** are defined on the Coversheet.

"PCC" refers to the California Public Contract Code.

"Services" is defined in Appendix A.

"Stop Work Order" is defined in Appendix B.

"Term" comprises the Initial Term and any Option Terms.

"Work" is defined in Appendix A.

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APPENDIX E

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 #_____ ***[add Master Agreement # - see cover page]*** ("Master Agreement") dated _____, 20__ ***[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 place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order 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 this 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 purchase orders.

(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: [_____***month/day/year*** *– may not exceed the term of the Master Agreement*].

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(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

[***Instructions to the JBE establishing the Master Agreement: add provisions as appropriate, and in accordance with the terms of the Master Agreement. For example:***

- ***Options for ordering, including description of the Goods, Services and/or Deliverables.***
- ***Options for: service levels, quantity, model #s, delivery dates, pricing, etc.***

(8) Any notices must be sent to the following address and recipient:

If to Contractor:	**If to the JBE:**
[name, title, address] With a copy to:	[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.

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

[JBE]

By: _____

Name:

Title:

[CONTRACTOR]

By: _____

Name:

Title:

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APPENDIX F

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

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

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Participating Addendum of $100,000 or more.

Contractor Name (Printed) Language Line Services, Inc.	*Federal ID Number* 77-0586710
By (Authorized Signature) DocuSigned by: Bonaventura Cavaliere BDC191FC317A43C...	
Printed Name and Title of Person Signing Bonaventura Cavaliere Chief Financial Officer	
Date Executed September 21, 2026	*Executed in the County of* Monterey *in the State of* California