

Project Title: JBWCP Insurance Brokerage and Consulting Services
RFP Number: **HR-201101-RB**

RFP Attachment B

Contract Terms and Conditions

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STANDARD PROVISION
(EXHIBIT A)

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such

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manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either Party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

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

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the Parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the Parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be full compensation for all the Contractor's time, materials, costs and expenses incurred in the performance of this Agreement unless otherwise expressly provided.

END OF STANDARD PROVISIONS (EXHIBIT A)

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SPECIAL PROVISIONS
(EXHIBIT B)

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Agreement**” means the Master Agreement plus all Work Orders executed under the Master Agreement.
- B. “**Acceptance**” means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, Work Orders, and the Acceptance of the Work provision set forth in this exhibit.
- C. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- D. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in any not to exceed amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- E. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving Party, free of obligation of confidentiality to the disclosing Party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving Party in breach of this Agreement; (iii) information that is independently developed by the receiving Party without reference to the Confidential Information; and (iv) information that the receiving Party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing Party.
- F. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet, including, without limitation, the Master Agreement and all related Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures,

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contracting with the State to do the Contract Work. The Contractor is one of the Parties to this Agreement.

- H. **“Court(s)”** or **“Trial Court(s)”** means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- I. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. **“Day”** means calendar day, unless otherwise specified.
- K. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- L. **“Force Majeure”** means a delay which impacts the timely performance of Work for which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the Party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a Party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- M. **“Judicial Branch Entity”** or **“JBE”** means the Judicial Council of California, the Administrative Office of the Courts, any of the California Appellate Courts (which includes the Supreme Court of California and the California Courts of Appeal), any of the Trial Courts, the Habeas Corpus Resource Center and the Commission on Judicial Performance of the State of California (collectively referred to as Judicial Branch Entities).
- N. **“Key Personnel”** means the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract. Roles of Key Personnel are set forth in Exhibit E, Contractor’s Key Personnel.
- O. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

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- P. “**Notice**” means a written document initiated by the authorized representative of either Party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other Party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other Party’s authorized representative, which shall be effective on the date of service.
- Q. “**Party**” means either the AOC or Contractor, as the case may be.
- R. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- S. The “**State**” refers to the Judicial Council of California, Administrative Office of the Courts (“**AOC**”). The State is one of the Parties to this Agreement.
- T. “**Standard Agreement Coversheet**” or “**Standard Amendment Coversheet**” means the form used by the State to enter into agreements or amendments with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet or Standard Amendment Coversheet, together with the integrated Contract Documents, shall each represent the Agreement or Amendment as an individual “**Contract Counterpart**.”
- U. “**Standard Option Amendment Coversheet**” means the form used by the State to exercise an option term set forth in the Agreement Term(s) and Options to Renew provision in this Exhibit B.
- V. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- W. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, suppliers, and materialmen.

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- X. **“Task(s)”** means one or more functions, if specified in the Contract Documents or Work Order, to be performed by the Contractor for the State.
 - Y. **“Term”** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s section 6, Agreement Term(s) and Options to Renew.
 - Z. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
 - AA. **“Transition Period”** means a period of time commencing (i) three months prior to the expiration of this Agreement or on an earlier date as the State may request and Contractor may agree, (ii) upon any notice of termination or non-renewal of this Agreement, or (iii) three months prior to any other ceasing of services under this Agreement, as applicable, and continuing through the effective date of expiration, termination or cessation, but for no less than three months. Notwithstanding the foregoing, in no event shall the Transition Period extend more than 60 days beyond the effective date of termination, regardless of the reason for the termination.
 - BB. **“Transition Plan”** refers to the plan set forth in this Agreement as necessary to allow the Work to continue without interruption or adverse effect and facilitate the orderly transfer of the Work to the State or the State’s designee.
 - CC. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.
2. Manner of Performance of Work
- The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.
3. Termination Other Than for Cause
- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon

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receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total not to exceed amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the 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 Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or

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within any extension of that period to which the parties shall have agreed, the State shall either:

- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of 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, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the not to exceed amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.
- 6. Agreement Term(s) and Options to Renew**
- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
 - B. The Agreement shall remain in effect from **September 1, 2011** through **August 31, 2012 ("Initial Term")**.

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- C. The Parties agree that the State may elect to extend the Agreement beyond the Initial Term for up to three (3) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
- i. **September 1, 2012 through August 31, 2013 (“First Option Term”).**
 - ii. **September 1, 2013 through August 31, 2014 (“Second Option Term”).**
 - iii. **September 1, 2014 through August 31, 2015 (“Third Option Term”).**
- D. In the event the State elects to exercise an option to extend the Agreement, the State will notify Contractor of such election by providing Contractor an executed original of a Standard Option Amendment Coversheet. The Agreement will thereby be extended to the expiration date of such exercised option term.

7. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.
- i. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

TBD, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
 - ii. Other than for Notices, the Project Manager may be contacted as follows:

TBD, Project Manager
Telephone: 415-865-____
Facsimile: 415-865-____
Email: _____.____@jud.ca.gov
 - iii. Notice to the Contractor shall be directed in writing to:

TBD
 - iv. Other than for Notices, the Contractor may be contacted as follows:

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TBD

8. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

9. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

10. Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
 - i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement’s Exhibit F, Attachments, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10)

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business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

11. Contractor's Personnel and Replacement of Personnel

- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of Contractor's personnel is not in the best interest of the State. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel acceptable to the Project Manager, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in Exhibit E, Contractor's Key Personnel.

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- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project contact.
- D. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to paragraph 3, as set forth in Exhibit A, Standard Provisions.

12. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions section 4, it is the policy of the State to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor, except as noted in subsection B to this provision, without the express written consent of the State, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the State to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.
- B. Authorized Subcontractors: None

13. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

14. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or

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Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

15. Accounting System Requirement

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

16. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

17. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

18. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of 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.

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- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain insurance that covers the Contractor and the Assigned Personnel employed by the Contractor with limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability insurance shall not be less than **\$1,000,000.00** for injury or death for each occurrence.
 - iii. Comprehensive General Liability Insurance shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than **\$1,000,000.00** for each occurrence / **\$2,000,000.00** aggregate for bodily injury, property damage and personal injury. Coverage shall be:
 - (a) by "Additional Insured" endorsement add as insureds the State, its agents, and employees with respect to liability arising out of or connected with the service provided. In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy the State's additional insured requirement: "The State, its directors, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement"; and
 - (b) endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by the State shall not contribute with it.
 - iv. Business Automobile Liability Insurance coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, code 1 "any auto." The limit shall not be less than **\$1,000,000.00** each accident for bodily injury and property damage.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions.
- i. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

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(a) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way; and

(b) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

ii. In the event the Contractor will provide attorney, architectural, engineering, or other professional services, which require a "standard of care" against negligent acts, the Contractor will also maintain Professional Liability insurance, which covers the work provided by such personnel, at not less than \$1,000,000.00 per claims made.

E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any work under this Agreement, and complete copies of each policy upon the State's request.

F. Subcontractors. The Contractor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage, provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.

G. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.

H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102.

19. Confidentiality

A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.

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- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

20. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.

21. Ownership of Results

- A. Unless the Contractor and the State reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the State's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the State shall be treated as if it were "work for hire" for the State, and (ii) the Contractor will immediately disclose to the State all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Contractor in the course of or related to providing services to the State.
- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the State, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the State, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the State. The Contractor agrees to execute any documents required by the State to register its rights

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and to implement the provisions herein. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

- C. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

22. Third Party Beneficiary

Judicial Branch Entities shall each be intended Third Party beneficiaries of this Agreement. Without limiting the foregoing, the State and the Contractor agree and acknowledge that each JBE shall have the right to enforce all terms and conditions set forth herein that affect such JBE. In the event a JBE gives conflicting instructions or makes conflicting determinations with respect to any matter, it shall be the State's responsibility to resolve any such conflict promptly.

23. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State.

24. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

25. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

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- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

26. Covenant Against Gratuities

The Contractor warrants by signing this Master Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. National Labor Relations Board

By executing this Master Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

28. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

29. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

30. Americans with Disabilities Act

By signing this Master Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

31. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

32. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

33. Severability

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If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

34. Waiver

The omission by either Party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the Party to enforce those provisions later.

35. Signature Authority

The Parties signing this Agreement certify that they have proper authorization to do so.

36. Survival

The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

37. Dispute Resolution

- A. Project Managers Negotiations. The State's Project Manager and the Contractor's Account/Engagement Manager shall attempt in good faith to informally and promptly resolve any disagreement that arises ("**Dispute**") that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the State's Project Manager and the Contractor's Account/Engagement Manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this section 37 to resolve the Dispute ("**Dispute Notice**"). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party's position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party's position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the

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submitting Party shall promptly comply with reasonable requests for additional information.

- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party's Dispute Notice ("**Dispute Notice Response**"). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party's position; and (ii) if the Dispute involves a cost adjustment, state the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.
- D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("**Senior Level Negotiations Notice**"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.
- E. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.
- F. Confidentiality. All negotiations conducted pursuant to this section 37 are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code section 703.5 and sections 1115 through 1128.
- G. Continuation of Work. Pending the final resolution of any Dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance any Work under Dispute in accordance with the provisions of this Agreement and the AOC's instructions. Contractor's failure to diligently proceed with performance in this manner will be considered a material breach of this Agreement.

38. Transition Services

- A. During the Transition Period, the Contractor shall provide to the State or the State's designee, in a manner consistent with Contractor's normal business practices, the services set forth in the Transition Plan, if any, or any other services reasonably necessary to enable the State to obtain from another contractor, or to provide for itself, services to substitute for or replace the services provided by Contractor under this Agreement without interruption or adverse effect and to facilitate the orderly

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transfer of the Services to the State or the State's designee (collectively, "**Transition Services**"). Contractor shall provide Transition Services to the State or the State's designee regardless of the reason for termination or expiration.

- B. Transition Services shall be provided at no cost to the State or the State's designated successor except as otherwise provided for in Exhibit C, Payment Provisions.

39. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, and all other communications between the Parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF SPECIAL PROVISIONS (EXHIBIT B)

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**PAYMENT PROVISIONS
(EXHIBIT C)**

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the actual cost not to exceed **\$TBD** as set forth in this Exhibit, and the not to exceed amount per Term, as set forth below:
- i) Initial Term not to exceed amount of **\$TBD**.
 - ii) First Option Term not to exceed amount of **\$TBD**.
 - iii) Second Option Term not to exceed amount of **\$TBD**.
 - iv) Third Option Term not to exceed amount of **\$TBD**.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State’s acceptance of the Contractor’s proposal and price does not (i) imply that the State approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Compensation for Contract Work

- A. The State shall compensate the Contractor as follows:
- i) **Initial Term:** For performing the Work of this Agreement during the Initial Term as set forth in Exhibit D, Work To Be Performed, the State shall compensate the Contractor for the actual cost, at the hourly rates set forth in Tables 1A and 2A, below, provided such total actual cost shall not exceed the not to exceed amounts set forth in Table 3A, below, for completion of each Task and acceptance of all Deliverables set forth in Exhibit D, Work To Be Performed.

Table 1A: Contract Rates for Contractor’s Key Personnel for the Initial Term

Contractor’s Key Personnel	Title	Rate Per Hour
	Contractor’s Account/Engagement Manager	

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Table 2A: Contract Rates for Contractor’s Support Personnel for the Initial Term

Title	Rate Per Hour

Table 3A: Not to Exceed Amounts for the Work of the Initial Term

Task No.	Task/Function	Not to Exceed Amount
1	Analyze current and past workers’ compensation data and perform actuarial studies	
2	Analyze current and past workers’ compensation data and provide loss control recommendations	
3	Provide marketing services to obtain cost efficient excess coverage	
4	Create an allocation model for the Courts and provide implementation support	
5	Assist the AOC in training sessions for the Judicial Branch Entities Training sessions for JBEs	
Not To Exceed Total		

- ii) **First Option Term**: For performing the Work of this Agreement during the First Option Term as set forth in Exhibit D, Work To Be Performed, the State shall compensate the Contractor for the actual cost, at the hourly rates set forth in Tables 1B and 2B, below, provided such total actual cost shall not exceed the not to exceed amounts set forth in Table 3B, below, for completion of each Task and acceptance of all Deliverables set forth in Exhibit D, Work To Be Performed.

Table 1B: Contract Rates for Contractor’s Key Personnel for the First Option Term

Contractor’s Key Personnel	Title	Rate Per Hour
	Contractor’s Account/Engagement Manager	

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Table 2B: Contract Rates for Contractor’s Support Personnel for the First Option Term

Title	Rate Per Hour

Table 3B: Not to Exceed Amounts for the Work for the First Option Term

Task No.	Task/Function	Not to Exceed Amount
1	Analyze current and past workers’ compensation data and perform actuarial studies	
2	Analyze current and past workers’ compensation data and provide loss control recommendations	
3	Provide marketing services to obtain cost efficient excess coverage	
4	Create an allocation model for the Courts and provide implementation support	
5	Assist the AOC in training sessions for the Judicial Branch Entities	
Not To Exceed Total		

- iii) **Second Option Term**: For performing the Work of this Agreement during the Second Option Term as set forth in Exhibit D, Work To Be Performed, the State shall compensate the Contractor for the actual cost, at the hourly rates set forth in Tables 1C and 2C, below, provided such total actual cost shall not exceed the not to exceed amounts set forth in Table 3C, below, for completion of each Task and acceptance of all Deliverables set forth in Exhibit D, Work To Be Performed.

Table 1C: Contract Rates for Contractor’s Key Personnel for the First Option Term

Contractor’s Key Personnel	Title	Rate Per Hour
	Contractor’s Account/Engagement Manager	

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Table 2C: Contract Rates for Contractor’s Support Personnel for the Second Option Term

Title	Rate Per Hour

Table 3C: Not to Exceed Amounts for the Work for the Second Option Term

Task No.	Task/Function	Not to Exceed Amount
1	Analyze current and past workers’ compensation data and perform actuarial studies	
2	Analyze current and past workers’ compensation data and provide loss control recommendations	
3	Provide marketing services to obtain cost efficient excess coverage	
4	Create an allocation model for the Courts and provide implementation support	
5	Assist the AOC in training sessions for the Judicial Branch Entities	
Not To Exceed Total		

- iv) **Third Option Term:** For performing the Work of this Agreement during the Third Option Term as set forth in Exhibit D, Work To Be Performed, the State shall compensate the Contractor for the actual cost, at the hourly rates set forth in Tables 1D and 2D, below, provided such total actual cost shall not exceed the not to exceed amounts set forth in Table 3D, below, for completion of each Task and acceptance of all Deliverables set forth in Exhibit D, Work To Be Performed.

Table 1D: Contract Rates for Contractor’s Key Personnel for the Third Option Term

Contractor’s Key Personnel	Title	Rate Per Hour
	Contractor’s Account/Engagement Manager	

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Table 2D: Contract Rates for Contractor’s Support Personnel for the Third Option Term

Title	Rate Per Hour

Table 3D: Not to Exceed Amounts for the Work for the Third Option Term

Task No.	Task/Function	Not to Exceed Amount
1	Analyze current and past workers’ compensation data and perform actuarial studies	
2	Analyze current and past workers’ compensation data and provide loss control recommendations	
3	Provide marketing services to obtain cost efficient excess coverage	
4	Create an allocation model for the Courts and provide implementation support	
5	Assist the AOC in training sessions for the Judicial Branch Entities	
Not To Exceed Total		

- B. With respect to insurance placed by Contractor on the State’s behalf, Contractor will disclose to the State any commissions received by Contractor, credit them against remaining installments of the annual fee and, to the extent in excess of the remaining installments, refund previously paid installments of the fee. In the event such commissions for a contract year exceed Contractor’s annual fee for that year, then excess commissions will be returned to the State if permitted by law. Otherwise, excess commissions will be carried forward and applied against Contractor’s annual compensation for subsequent years if permitted by law. Such commissions do not include, and affiliates of Contractor shall be entitled to receive and retain, wholesale commissions earned as intermediaries with respect to placements for the State. Contractor will disclose to the State any such wholesale commissions collected by affiliates of Contractor.

- C. The hourly rates and not-to-exceed amounts set forth in in the Tables of this provision shall be inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.

- D. Any and all reimbursement of Contractor for authorized services provided by Contractor’s approved and authorized Subcontractor(s) shall be at Contractor’s actual cost without any markup, additional fees or charges.

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- E. The Contractor shall not charge nor shall the State pay any overtime rate.
- F. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- G. The total actual cost which the State may reimburse the Contractor, pursuant to this paragraph, shall not exceed the not to exceed amount set forth in section 1, of this Exhibit C.

3. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

5. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement including any surplus or excess lines and similar taxes. If requested by the Contractor, the State shall provide the Contractor proof of its tax-exempt status.

6. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, completion and acceptance of the Deliverables as set forth in Exhibit D, Work to be Performed, but at a minimum, Contractor shall submit a monthly invoice to the State. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

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- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i) The Contract number;
 - ii) A unique invoice number;
 - iii) The Contractor's name and address;
 - iv) Taxpayer identification number (the Contractor's federal employer identification number);
 - v) Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi) The dates and hours worked by Task, and the appropriate contractual billing rate(s), as set forth herein;
 - vii) For reimbursement of authorized services provided by Contractor's approved and authorized Subcontractor(s), Contractor shall provide a copy of authorized Subcontractor's invoice broken out by Task and including dates and hours worked and billing rate(s), as appropriate; and,
 - viii) Preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3660
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

7. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later rightfully disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

8. Payment Does Not Imply Acceptance of Work

The granting of any progress payment by the State as provided in this Exhibit, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship

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that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF PAYMENT PROVISIONS (EXHIBIT C)

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**WORK TO BE PERFORMED
(EXHIBIT D)**

1. Work Requirements

The Contractor shall provide the following Work:

A. The contractor shall provide the State with the following work for the development and implementation of a comprehensive risk management program:

- i. Analyze current and past workers’ compensation data and perform actuarial studies.
- ii. Analyze current and past workers’ compensation data and provide loss control recommendations and an implementation plan for those recommendations;
- iii. Provide marketing services to obtain cost efficient excess coverage;
- iv. Create an allocation model for the courts and provide any required implementation support; and,
- v. Assist the AOC in training sessions for the Judicial Branch Entities.

B. Project Tasks and Deliverables:

- i. Protect Tasks and Deliverables for the Initial Term are as set forth in Table 1, below:

Table 1: Project Tasks and Deliverables for the Initial Term

Task No.	Task/Deliverable	Completion Date
1	<p>Analyze current and past workers’ compensation data and perform actuarial studies</p> <ul style="list-style-type: none"> • Collect historical data and prepare data for actuarial review. This will involve several reports, i.e. an aggregate report and reports for individual courts. • Actuarial reports must also include projections for future and ultimate payments. Provide explanations, if needed, of the actuarial data to any interested parties at the State, for example, these numbers may be used for budgetary purposes and other departments may require an additional explanation. • The Contractor will conduct a debriefing with the State within two weeks of the final draft report release to explain any items of the report that require 	

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Task No.	Task/Deliverable	Completion Date
	<p>clarification and or modification.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Actuarial Report Final Draft • Actuarial Report (Final) 	
2	<p>Analyze current and past workers’ compensation data and provide loss control recommendations and an implementation plan for those recommendations</p> <ul style="list-style-type: none"> • Review claims history and determine what exposures should be addressed through loss control services. The loss control recommendations should include several options that represent varying levels of complexity and methodology for implementation for each of these options. Contractor will also participate in the implementation and program review process of the selected process, and assist in any required training sessions for our constituents. • In conjunction with WC loss control services assist the State in the, development of a disability management process and policy that includes specific vendors in areas where outside expertise is required. Provide advocacy services with these vendors if warranted. <p>Deliverables:</p> <ul style="list-style-type: none"> • Recommendations for a Fitness for Duty policy and process will be created in conjunction with the AOC Human Relations Department • Identification of exposures – Initial Draft • Recommendations for management of risk exposure 	
3	<p>Provide marketing services to obtain cost efficient excess coverage</p> <ul style="list-style-type: none"> • Create a marketing portfolio to represent the State to the excess insurance market and represent the States for the best possible rates. Provide rates for varying levels of retention. • Assist in the design and preparation of a request for proposal (RFP) for a consolidated TPA program. • Participate in the AOC’s RFP selection process for a consolidated TPA program. Provide input throughout the decision making process, which will include, but is not limited to, being available to selection committee members. The parties acknowledge that any selection 	

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Task No.	Task/Deliverable	Completion Date
	<p>per this RFP process is at the State’s sole discretion.</p> <ul style="list-style-type: none"> • Assist in the coordination and transfer of any existing claims, both open and closed with the existing TPAs to the selected consolidated TPA for a seamless transition. The transfer of runoff claims from existing TPA to the consolidated TPA shall be completed within 30 Days after a written agreement is executed with the respective county. • Recommend additional transfer guidelines if needed and act as the States advocate in transfer related matters. • Assist in the transfer of any trial court runoff claims (open and closed) that may still reside with the counties or the agents of the counties, and prepare necessary reviews and summaries regarding these exposures and transfer expenditures. • Identify and negotiate on the State’s behalf with insurers and keep the State informed of significant developments. The Contractor shall be authorized for purposes of this Agreement to represent and assist the State in all discussions and transactions with all insurers, provided that the Contractor shall not place any insurance on behalf of the State unless so authorized by the State. • Assist with documentation and other steps to obtain commitments for and implement the State’s insurance program upon the State’s instructions, it being understood that the Contractor will not independently verify or authenticate State-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the State shall be solely responsible for the accuracy and completeness of such information and other documents furnished to the Contractor and/or insurers and shall sign any application for insurance. • Use its best efforts to place insurance on behalf of the State, if so instructed by the State. However, the Contractor does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the State. • Monitor published financial information of the State’s current insurers and alert the State when the status of 	

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Task No.	Task/Deliverable	Completion Date
	<p>one or more of such insurers falls below the Contractor’s minimum financial guidelines. The Contractor will not, however, be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom the State’s risks have been placed will be deemed acceptable to the State, in the absence of contrary instructions from the State.</p> <ul style="list-style-type: none"> • Utilize the services of other intermediaries to assist in the marketing of the State’s insurance (including brokers in the London and other markets), when in the Contractor’s professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of the Contractor or not related to the Contractor. The compensation of such intermediaries is not included in the Contractor’s compensation under this Agreement and will be paid by insurers out of paid premiums. <p>Deliverables:</p> <ul style="list-style-type: none"> • Excess Renewal Options • RFP design input 	
4	<p>Create an allocation model for the courts and provide any required implementation support</p> <ul style="list-style-type: none"> • Use the actuarial data from Task #1 to design an allocation program for WC costs and fees. Provide several models that are representative of different types of allocation theories. Present this information to a working committee and participate with this committee in the selection of an allocation system that best suites the needs of the Trial Courts. Assist in the implementation and review of the selected allocation process. • Participate in internal discussion to determine appropriate weighting of factors that comprise the allocation process. These discussions will take place after AOC review of Contractor’s allocation program recommendations. <p>Deliverable:</p> <ul style="list-style-type: none"> • Allocation Program Recommendations 	

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Task No.	Task/Deliverable	Completion Date
5	<p>Assist the AOC in training sessions for the Judicial Branch Entities</p> <ul style="list-style-type: none"> • Provide loss control recommendations and in conjunction with the AOC, the training sessions to be provided to the courts that will cover relevant loss topics. • Provide ongoing insurance market and WC updates regarding code interpretation, case law, and reform (SB899) related news. The AOC acknowledges that the Contractor is not authorized to practice law and that the Contractor shall not be required to render legal advice hereunder. • Utilize new information to create an ongoing WC newsletter for distribution within the AOC and trial courts. • Identify ongoing improvements to the program, including new and innovative products. • Provide advocacy services on behalf of the JBWCP on WC related matters involving the service providers to the JBWCP. • Develop training programs for the JBWCP with an emphasis on tool kit training modules and Webex training sessions. • Participate in audits and files reviews. 	

ii. Protect Tasks and Deliverables for the First Option Term are as set forth in Table 2, below:

Table 2: Project Tasks and Deliverables for the First Option Term

Task No.	Task/Deliverable	Completion Date
1	<p>Analyze current and past workers' compensation data and perform actuarial studies</p> <ul style="list-style-type: none"> • Collect historical data and prepare data for actuarial review. This will involve several reports, i.e. an aggregate report and reports for individual courts. • Actuarial reports must also include projections for future and ultimate payments. Provide explanations, if needed, of the actuarial data to any interested parties at the State, for example, these numbers may be used for 	

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Task No.	Task/Deliverable	Completion Date
	<p>budgetary purposes and other departments may require an additional explanation.</p> <ul style="list-style-type: none"> • The Contractor will conduct a debriefing with the State within two weeks of the final draft report release to explain any items of the report that require clarification and or modification. <p>Deliverables:</p> <ul style="list-style-type: none"> • Actuarial Report Final Draft • Actuarial Report (Final) 	
2	<p>Analyze current and past workers’ compensation data and provide loss control recommendations and an implementation plan for those recommendations</p> <ul style="list-style-type: none"> • Review claims history and determine what exposures should be addressed through loss control services. The loss control recommendations should include several options that represent varying levels of complexity and methodology for implementation for each of these options. Contractor will also participate in the implementation and program review process of the selected process, and assist in any required training sessions for our constituents. • In conjunction with WC loss control services assist the State in the, development of a disability management process and policy that includes specific vendors in areas where outside expertise is required. Provide advocacy services with these vendors if warranted. <p>Deliverables:</p> <ul style="list-style-type: none"> • Recommendations for a Fitness for Duty policy and process will be created in conjunction with the AOC Human Relations Department • Identification of exposures – Initial Draft • Recommendations for management of risk exposure 	
3	<p>Provide marketing services to obtain cost efficient excess coverage</p> <ul style="list-style-type: none"> • Create a marketing portfolio to represent the State to the excess insurance market and represent the States for the best possible rates. Provide rates for varying levels of retention. • Assist in the design and preparation of a request for proposal (RFP) for a consolidated TPA program. 	

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Task No.	Task/Deliverable	Completion Date
	<ul style="list-style-type: none"> • Participate in the AOC’s RFP selection process for a consolidated TPA program. Provide input throughout the decision making process, which will include, but is not limited to, being available to selection committee members. The parties acknowledge that any selection per this RFP process is at the State’s sole discretion. • Assist in the coordination and transfer of any existing claims, both open and closed with the existing TPAs to the selected consolidated TPA for a seamless transition. The transfer of runoff claims from existing TPA to the consolidated TPA shall be completed within 30 Days after a written agreement is executed with the respective county. • Recommend additional transfer guidelines if needed and act as the States advocate in transfer related matters. • Assist in the transfer of any trial court runoff claims (open and closed) that may still reside with the counties or the agents of the counties, and prepare necessary reviews and summaries regarding these exposures and transfer expenditures. • Identify and negotiate on the State’s behalf with insurers and keep the State informed of significant developments. The Contractor shall be authorized for purposes of this Agreement to represent and assist the State in all discussions and transactions with all insurers, provided that the Contractor shall not place any insurance on behalf of the State unless so authorized by the State. • Assist with documentation and other steps to obtain commitments for and implement the State’s insurance program upon the State’s instructions, it being understood that the Contractor will not independently verify or authenticate State-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the State shall be solely responsible for the accuracy and completeness of such information and other documents furnished to the Contractor and/or insurers and shall sign any application for insurance. • Use its best efforts to place insurance on behalf of the State, if so instructed by the State. However, the 	

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Task No.	Task/Deliverable	Completion Date
	<p>Contractor does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the State.</p> <ul style="list-style-type: none"> • Monitor published financial information of the State’s current insurers and alert the State when the status of one or more of such insurers falls below the Contractor’s minimum financial guidelines. The Contractor will not, however, be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom the State’s risks have been placed will be deemed acceptable to the State, in the absence of contrary instructions from the State. • Utilize the services of other intermediaries to assist in the marketing of the State’s insurance (including brokers in the London and other markets), when in the Contractor’s professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of the Contractor or not related to the Contractor. The compensation of such intermediaries is not included in the Contractor’s compensation under this Agreement and will be paid by insurers out of paid premiums. <p>Deliverables:</p> <ul style="list-style-type: none"> • Excess Renewal Options • RFP design input 	
4	<p>Create an allocation model for the courts and provide any required implementation support</p> <ul style="list-style-type: none"> • Use the actuarial data from Task #1 to design an allocation program for WC costs and fees. Provide several models that are representative of different types of allocation theories. Present this information to a working committee and participate with this committee in the selection of an allocation system that best suites the needs of the Trial Courts. Assist in the implementation and review of the selected allocation process. • Participate in internal discussion to determine appropriate weighting of factors that comprise the allocation process. These discussions will take place 	

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Task No.	Task/Deliverable	Completion Date
	<p>after AOC review of Contractor’s allocation program recommendations.</p> <p>Deliverable:</p> <ul style="list-style-type: none"> • Allocation Program Recommendations 	
5	<p>Assist the AOC in training sessions for the Judicial Branch Entities</p> <ul style="list-style-type: none"> • Provide loss control recommendations and in conjunction with the AOC, the training sessions to be provided to the courts that will cover relevant loss topics. • Provide ongoing insurance market and WC updates regarding code interpretation, case law, and reform (SB899) related news. The AOC acknowledges that the Contractor is not authorized to practice law and that the Contractor shall not be required to render legal advice hereunder. • Utilize new information to create an ongoing WC newsletter for distribution within the AOC and trial courts. • Identify ongoing improvements to the program, including new and innovative products. • Provide advocacy services on behalf of the JBWCP on WC related matters involving the service providers to the JBWCP. • Develop training programs for the JBWCP with an emphasis on tool kit training modules and Webex training sessions. • Participate in audits and files reviews. 	

iii. Protect Tasks and Deliverables for the Second Option Term are as set forth in Table 3, below:

Table 3: Project Tasks and Deliverables for the Second Option Term

Task No.	Task/Deliverable	Completion Date
1	<p>Analyze current and past workers’ compensation data and perform actuarial studies</p> <ul style="list-style-type: none"> • Collect historical data and prepare data for actuarial review. This will involve several reports, i.e. an aggregate report and reports for individual courts. 	

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Task No.	Task/Deliverable	Completion Date
	<ul style="list-style-type: none"> • Actuarial reports must also include projections for future and ultimate payments. Provide explanations, if needed, of the actuarial data to any interested parties at the State, for example, these numbers may be used for budgetary purposes and other departments may require an additional explanation. • The Contractor will conduct a debriefing with the State within two weeks of the final draft report release to explain any items of the report that require clarification and or modification. <p>Deliverables:</p> <ul style="list-style-type: none"> • Actuarial Report Final Draft • Actuarial Report (Final) 	
2	<p>Analyze current and past workers’ compensation data and provide loss control recommendations and an implementation plan for those recommendations</p> <ul style="list-style-type: none"> • Review claims history and determine what exposures should be addressed through loss control services. The loss control recommendations should include several options that represent varying levels of complexity and methodology for implementation for each of these options. Contractor will also participate in the implementation and program review process of the selected process, and assist in any required training sessions for our constituents. • In conjunction with WC loss control services assist the State in the, development of a disability management process and policy that includes specific vendors in areas where outside expertise is required. Provide advocacy services with these vendors if warranted. <p>Deliverables:</p> <ul style="list-style-type: none"> • Recommendations for a Fitness for Duty policy and process will be created in conjunction with the AOC Human Relations Department • Identification of exposures – Initial Draft • Recommendations for management of risk exposure 	
3	<p>Provide marketing services to obtain cost efficient excess coverage</p> <ul style="list-style-type: none"> • Create a marketing portfolio to represent the State to the excess insurance market and represent the States 	

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Task No.	Task/Deliverable	Completion Date
	<p>for the best possible rates. Provide rates for varying levels of retention.</p> <ul style="list-style-type: none"> • Assist in the design and preparation of a request for proposal (RFP) for a consolidated TPA program. • Participate in the AOC’s RFP selection process for a consolidated TPA program. Provide input throughout the decision making process, which will include, but is not limited to, being available to selection committee members. The parties acknowledge that any selection per this RFP process is at the State’s sole discretion. • Assist in the coordination and transfer of any existing claims, both open and closed with the existing TPAs to the selected consolidated TPA for a seamless transition. The transfer of runoff claims from existing TPA to the consolidated TPA shall be completed within 30 Days after a written agreement is executed with the respective county. • Recommend additional transfer guidelines if needed and act as the States advocate in transfer related matters. • Assist in the transfer of any trial court runoff claims (open and closed) that may still reside with the counties or the agents of the counties, and prepare necessary reviews and summaries regarding these exposures and transfer expenditures. • Identify and negotiate on the State’s behalf with insurers and keep the State informed of significant developments. The Contractor shall be authorized for purposes of this Agreement to represent and assist the State in all discussions and transactions with all insurers, provided that the Contractor shall not place any insurance on behalf of the State unless so authorized by the State. • Assist with documentation and other steps to obtain commitments for and implement the State’s insurance program upon the State’s instructions, it being understood that the Contractor will not independently verify or authenticate State-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the State shall be solely responsible for the accuracy and completeness of such information and other documents 	

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Task No.	Task/Deliverable	Completion Date
	<p>furnished to the Contractor and/or insurers and shall sign any application for insurance.</p> <ul style="list-style-type: none"> • Use its best efforts to place insurance on behalf of the State, if so instructed by the State. However, the Contractor does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the State. • Monitor published financial information of the State’s current insurers and alert the State when the status of one or more of such insurers falls below the Contractor’s minimum financial guidelines. The Contractor will not, however, be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom the State’s risks have been placed will be deemed acceptable to the State, in the absence of contrary instructions from the State. • Utilize the services of other intermediaries to assist in the marketing of the State’s insurance (including brokers in the London and other markets), when in the Contractor’s professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of the Contractor or not related to the Contractor. The compensation of such intermediaries is not included in the Contractor’s compensation under this Agreement and will be paid by insurers out of paid premiums. <p>Deliverables:</p> <ul style="list-style-type: none"> • Excess Renewal Options • RFP design input 	
4	<p>Create an allocation model for the courts and provide any required implementation support</p> <ul style="list-style-type: none"> • Use the actuarial data from Task #1 to design an allocation program for WC costs and fees. Provide several models that are representative of different types of allocation theories. Present this information to a working committee and participate with this committee in the selection of an allocation system that best suites the needs of the Trial Courts. Assist in the implementation and review of the selected allocation 	

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Task No.	Task/Deliverable	Completion Date
	<p>process.</p> <ul style="list-style-type: none"> Participate in internal discussion to determine appropriate weighting of factors that comprise the allocation process. These discussions will take place after AOC review of Contractor’s allocation program recommendations. <p>Deliverable:</p> <ul style="list-style-type: none"> Allocation Program Recommendations 	
5	<p>Assist the AOC in training sessions for the Judicial Branch Entities</p> <ul style="list-style-type: none"> Provide loss control recommendations and in conjunction with the AOC, the training sessions to be provided to the courts that will cover relevant loss topics. Provide ongoing insurance market and WC updates regarding code interpretation, case law, and reform (SB899) related news. The AOC acknowledges that the Contractor is not authorized to practice law and that the Contractor shall not be required to render legal advice hereunder. Utilize new information to create an ongoing WC newsletter for distribution within the AOC and trial courts. Identify ongoing improvements to the program, including new and innovative products. Provide advocacy services on behalf of the JBWCP on WC related matters involving the service providers to the JBWCP. Develop training programs for the JBWCP with an emphasis on tool kit training modules and Webex training sessions. Participate in audits and files reviews. 	

iv. Protect Tasks and Deliverables for the Third Option Term are as set forth in Table 4, below:

Table 4: Project Tasks and Deliverables for the Third Option Term

Task No.	Task/Deliverable	Completion Date
1	Analyze current and past workers’ compensation data and	

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Task No.	Task/Deliverable	Completion Date
	<p>perform actuarial studies</p> <ul style="list-style-type: none"> • Collect historical data and prepare data for actuarial review. This will involve several reports, i.e. an aggregate report and reports for individual courts. • Actuarial reports must also include projections for future and ultimate payments. Provide explanations, if needed, of the actuarial data to any interested parties at the State, for example, these numbers may be used for budgetary purposes and other departments may require an additional explanation. • The Contractor will conduct a debriefing with the State within two weeks of the final draft report release to explain any items of the report that require clarification and or modification. <p>Deliverables:</p> <ul style="list-style-type: none"> • Actuarial Report Final Draft • Actuarial Report (Final) 	
2	<p>Analyze current and past workers’ compensation data and provide loss control recommendations and an implementation plan for those recommendations</p> <ul style="list-style-type: none"> • Review claims history and determine what exposures should be addressed through loss control services. The loss control recommendations should include several options that represent varying levels of complexity and methodology for implementation for each of these options. Contractor will also participate in the implementation and program review process of the selected process, and assist in any required training sessions for our constituents. • In conjunction with WC loss control services assist the State in the, development of a disability management process and policy that includes specific vendors in areas where outside expertise is required. Provide advocacy services with these vendors if warranted. <p>Deliverables:</p> <ul style="list-style-type: none"> • Recommendations for a Fitness for Duty policy and process will be created in conjunction with the AOC Human Relations Department • Identification of exposures – Initial Draft • Recommendations for management of risk exposure 	

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Task No.	Task/Deliverable	Completion Date
3	<p>Provide marketing services to obtain cost efficient excess coverage</p> <ul style="list-style-type: none"> • Create a marketing portfolio to represent the State to the excess insurance market and represent the States for the best possible rates. Provide rates for varying levels of retention. • Assist in the design and preparation of a request for proposal (RFP) for a consolidated TPA program. • Participate in the AOC’s RFP selection process for a consolidated TPA program. Provide input throughout the decision making process, which will include, but is not limited to, being available to selection committee members. The parties acknowledge that any selection per this RFP process is at the State’s sole discretion. • Assist in the coordination and transfer of any existing claims, both open and closed with the existing TPAs to the selected consolidated TPA for a seamless transition. The transfer of runoff claims from existing TPA to the consolidated TPA shall be completed within 30 Days after a written agreement is executed with the respective county. • Recommend additional transfer guidelines if needed and act as the States advocate in transfer related matters. • Assist in the transfer of any trial court runoff claims (open and closed) that may still reside with the counties or the agents of the counties, and prepare necessary reviews and summaries regarding these exposures and transfer expenditures. • Identify and negotiate on the State’s behalf with insurers and keep the State informed of significant developments. The Contractor shall be authorized for purposes of this Agreement to represent and assist the State in all discussions and transactions with all insurers, provided that the Contractor shall not place any insurance on behalf of the State unless so authorized by the State. • Assist with documentation and other steps to obtain commitments for and implement the State’s insurance program upon the State’s instructions, it being understood that the Contractor will not independently 	

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Task No.	Task/Deliverable	Completion Date
	<p>verify or authenticate State-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the State shall be solely responsible for the accuracy and completeness of such information and other documents furnished to the Contractor and/or insurers and shall sign any application for insurance.</p> <ul style="list-style-type: none"> • Use its best efforts to place insurance on behalf of the State, if so instructed by the State. However, the Contractor does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the State. • Monitor published financial information of the State’s current insurers and alert the State when the status of one or more of such insurers falls below the Contractor’s minimum financial guidelines. The Contractor will not, however, be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom the State’s risks have been placed will be deemed acceptable to the State, in the absence of contrary instructions from the State. • Utilize the services of other intermediaries to assist in the marketing of the State’s insurance (including brokers in the London and other markets), when in the Contractor’s professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of the Contractor or not related to the Contractor. The compensation of such intermediaries is not included in the Contractor’s compensation under this Agreement and will be paid by insurers out of paid premiums. <p>Deliverables:</p> <ul style="list-style-type: none"> • Excess Renewal Options • RFP design input 	
4	<p>Create an allocation model for the courts and provide any required implementation support</p> <ul style="list-style-type: none"> • Use the actuarial data from Task #1 to design an allocation program for WC costs and fees. Provide several models that are representative of different 	

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Task No.	Task/Deliverable	Completion Date
	<p>types of allocation theories. Present this information to a working committee and participate with this committee in the selection of an allocation system that best suites the needs of the Trial Courts. Assist in the implementation and review of the selected allocation process.</p> <ul style="list-style-type: none"> • Participate in internal discussion to determine appropriate weighting of factors that comprise the allocation process. These discussions will take place after AOC review of Contractor’s allocation program recommendations. <p>Deliverable:</p> <ul style="list-style-type: none"> • Allocation Program Recommendations 	
5	<p>Assist the AOC in training sessions for the Judicial Branch Entities</p> <ul style="list-style-type: none"> • Provide loss control recommendations and in conjunction with the AOC, the training sessions to be provided to the courts that will cover relevant loss topics. • Provide ongoing insurance market and WC updates regarding code interpretation, case law, and reform (SB899) related news. The AOC acknowledges that the Contractor is not authorized to practice law and that the Contractor shall not be required to render legal advice hereunder. • Utilize new information to create an ongoing WC newsletter for distribution within the AOC and trial courts. • Identify ongoing improvements to the program, including new and innovative products. • Provide advocacy services on behalf of the JBWCP on WC related matters involving the service providers to the JBWCP. • Develop training programs for the JBWCP with an emphasis on tool kit training modules and Webex training sessions. • Participate in audits and files reviews. 	

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2. Contractor Responsibilities

- A. The Contractor's Account/Engagement Manager will have the following responsibilities under this Contract:
- i. Responsible for day-to-day Project management and for the Contractor's performance of the Work;
 - ii. Serves as the Contractor's primary contact;
 - iii. Works closely with AOC Project Manager;
 - iv. Provides on-going status reports to AOC management;
 - v. Manages, prepares, and refines the Contract's work;
 - vi. Proactively assists with resolution of issues with any aspect of the Work;
 - vii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
 - viii. Works with Project Manager to manage and coordinate work and knowledge transfer; and
 - ix. Responsible for management of Project budget within constraints of Work requirements.
- B. The State agrees that the Contractor shall not be responsible for delays in caused by events not within its control, including, without limitation, the action or inactions of other parties, including but not limited to the insurers of the state.

3. AOC Responsibilities

The State's Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to AOC management.

4. Progress Reports

- A. The Contractor shall submit progress reports to the Project Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices.
- B. The Contractor's Account/Engagement Manager and the Project Manager shall meet regularly, as mutually agreed, to evaluate and discuss Contractor's performance of the Work.

END OF WORK TO BE PERFORMED (EXHIBIT D)

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CONTRACTOR'S KEY PERSONNEL
(EXHIBIT E)

1. The following individual, or equivalent as approved pursuant to Exhibit B, Special Provisions, paragraph 11, Contractor's Personnel and Replacement of Personnel, shall be the Key Personnel designated to perform and function in a key capacity in managing the work of the Contract:

Name of Key Staff	Role
	Account/Engagement Manager
	Lead Auditor

2. The resumes of the Contractor's Key Staff, identified above, are attached to this Exhibit and set forth on the following page(s).

END OF CONTRACTOR'S KEY STAFF (EXHIBIT E)

Attachment B
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ATTACHMENTS
(EXHIBIT F)

This Exhibit includes the following form(s):

Attachment 1, Acceptance & Signoff Form

END OF ATTACHMENTS (EXHIBIT F)

**Attachment B
Contract Terms and Conditions**

**ATTACHMENT 1
ACCEPTANCE OF WORK AND SIGN-OFF FORM**

▶ Agreement No. _____

▶ Description of Work provided by Contractor:

▶ Date submitted: _____

▶ Work is:

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

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

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

▶ Please indicate the level of satisfaction: Poor Fair Good Very Good Excellent

▶ Comments, if any:

▶ Work: is accepted. is unacceptable as noted above.

Signature: _____

Print Name: _____

Title: _____

Date: _____

(END OF ATTACHMENT 1)

****END OF CONTRACT TERMS AND CONDITIONS**
RFP ATTACHMENT B**