

RFP Title: Legal Services Providers

RFP No: CFCC 13-13-LM

ATTACHMENT 2 – CONTRACT TERMS AND CONDITIONS

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

STANDARD AGREEMENT COVERSHEET (rev 12-08)

AGREEMENT NUMBER
FEDERAL EMPLOYER ID NUMBER

- In this agreement (“Agreement”), the term “Contractor” refers to **[CONTRACTOR]**, and the term “AOC” refers to the **JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS**.
- This Agreement becomes effective as **[TBD]** (“Effective Date”) and expires on **[TBD]**.
- The title of this Agreement is: **[TBD]**
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
- The maximum amount that the AOC may pay Contractor under this Agreement is **[\$[TBD]]**.
- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits or Appendices A or B, the following is the descending order of precedence: Appendix A, Exhibit A, B, C, D, and Appendix B.

Exhibit A – Standard Provisions

Exhibit B – Special Provisions

Exhibit C – Payment Provisions

Exhibit D – Work to be Performed

Exhibit E – Attachments

Appendix A - JBCL Appendix

Appendix B - Acceptance of the Work and Sign-off Form

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether a Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) [CONTRACTOR NAME]
BY (Authorized Signature) 	BY (Authorized Signature)

SAMPLE ONLY – DO NOT SIGN

ADDRESS Fiscal Services Office, Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102-3688	ADDRESS
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ATTACHMENT 2
CONTRACT TERMS AND CONDITIONS
EXHIBIT A - AOC STANDARD TERMS AND CONDITIONS
(NON-IT SERVICES)

Each proposer must state in its proposal whether it accepts the below, standard contract terms and conditions. Any exceptions must be included, if at all, with the proposal submission. **Please note:** (1) Terms marked with an asterisk (*) are *mandatory minimum terms* of the procurement, and taking any material exception will render a proposal non-responsive; and (2) exceptions taken to other terms and conditions may be a negative factor in evaluation of a proposal.

1. 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.

2. TERMINATION FOR CAUSE

Pursuant to this provision, the AOC 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 AOC 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 AOC authority relating to insolvency or protection from the rights of creditors.

In the event the AOC terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the AOC may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the AOC 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.

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.

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 AOC shall be to pay only for the services rendered at the rates set forth in the Agreement.

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.

3. NO ASSIGNMENT

The Work to be performed by Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor, including delegation to one or more subcontractors, unless such assignment or delegation is first approved by the State by written instrument executed and approved in the same manner as this Agreement. All of the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Any assignment or delegation in violation hereof shall be null and void.

4. TIME OF ESSENCE

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

5. 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.

6. CONSIDERATION

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B - SPECIAL PROVISIONS

1. DEFINITIONS

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

- A. **“AOC”** refers to the Judicial Council of California, Administrative Office of the Courts. The AOC is one of the parties to this Agreement.
- B. **“Acceptance”** means the written acceptance issued to the Contractor by the AOC after the Contractor has completed a Deliverable or other Contract requirement, in compliance with the Contract documents, including without limitation, Exhibit D, Work to be Performed and Appendix B, Acceptance of the Work and Sign-off Form.
- C. **“Administrative Director”** refers to an individual or authorized designee, empowered by the AOC to make final and binding executive decisions on behalf of the AOC.
- D. **“Allowable Expenses”** shall mean expenses limited to capital additions (e.g. furniture and equipment), contract services to clients, contract services to program, and contract services with partners.
- E. **“Amendment”** means a written document issued by the AOC and signed by the Contractor, which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- F. **“Blended Hourly Rate”** per attorney has the meaning of the following expenses in support of the Project: paralegals, other staff, employee benefits, space, equipment rental and maintenance, supplies, printing and postage, telecommunications, travel, training, library, insurance, audit, evaluation, and all other overhead costs.
- G. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the AOC’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.
- H. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the AOC and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**

- I. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the AOC to the Contractor for performance of the Work, in accordance with the Contract Documents.
- J. The **“Contractor”** means the individual, association, partnership, firm, company, Contractor, corporation, affiliates, subsidiaries, or combination thereof, including joint ventures, contracting with the AOC to do the Contract Work. The Contractor is one of the parties to this Agreement.
- K. **“Court”** means the Superior Court of California, County of [TBD].
- L. **“Day”** means a Monday-Friday workday that is not designated as a **California State Holiday**.
- M. **“Disabled Veteran’s Business Enterprise”** or **“DVBE”** means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, naval or air services.
- N. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the AOC 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.
- O. **“Legal Services”** shall mean legal representation and assistance in the areas of law for which services will be provided and the expertise and experience of staff members who will be responsible for the Work under this Agreement.
- P. **“Lead Legal Services Agency”** shall mean the central point of contact for receipt of referrals to the project and to make determinations of eligibility based on uniform criteria and responsible for case assessment and direction.
- Q. **“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.

- R. **"Partnership"** shall mean the collaborative effort among (i) the court, (ii) a qualified legal services project and (iii) other legal services providers in the community who are able to provide the services for the Project.

- S. **"Project"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the AOC, its representatives and the Court.

- T. **"State Standard Agreement"** means the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **"Contract Counterpart."**

- U. **"Stop Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the AOC 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.

- V. **"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 AOC 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, sub-consultants, suppliers, and materialmen.

- W. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the AOC.

- X. **"Term"** comprises the **Initial Term, First Option Term, and Second Option Term.**

- Y. **"To Be Determined"** or **"TBD"** is the item that is not yet identified. Any and all To Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the AOC and incorporated into the Agreement via Amendment(s).

- Z. **"Third Party"** means any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Agreement.

- AA. **“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 AOC. 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 AOC's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. QUALITY OF WORK

- A. Contractor agrees that each of its employees, subcontractors, partners and agents assigned to perform any Work under this Agreement shall have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform in a competent and professional manner. Contractor further agrees that the Work provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of this Agreement, and will not infringe upon the rights of third parties.
- B. Contractor shall cause its employees, agents and subcontractors to:
- i. Provide quality representation while performing the Work under this Agreement
 - ii. Provide competent licensed attorneys to perform the Work under this Agreement
 - iii. Provide attorneys participating in the Project with appropriate training, mentoring, and support in the areas of law in which the attorneys will be providing legal representation
 - iv. Adhere to the State Bar Act and the California Rules of Professional Conduct while performing Work under this Agreement.

4. TERMINATION OTHER THAN FOR CAUSE

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the AOC 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 receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the AOC terminates all or a portion of this Agreement other than for cause, the AOC shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

5. AOC'S QUALITY ASSURANCE PLAN

- A. The AOC or its agent may evaluate Contractor's performance under this Agreement. Such evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.
 - i. Contractor agrees to participate in the evaluation process by promptly providing information requested by the AOC or the AOC's third party evaluator.
 - ii. The AOC will advise Contractor if it determines there are severe or continuing deficiencies and that may place performance of the Agreement in jeopardy. The report may include recommended improvements and corrective measures to be taken by Contractor. If Contractor's performance remains unsatisfactory to the AOC, the AOC may terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the AOC shall not be construed as an acceptance of Contractor's work product or methods of performance. Contractor shall be solely responsible for the work product it delivers under this Agreement; Contractor shall not rely on AOC to perform any quality control review of Contractor's Work, and Contractor shall be solely responsible for the quality, completeness, and accuracy of its own work product.

6. SUBCONTRACTING

- A. Contractor is prohibited from subcontracting this Agreement or any part of this Agreement, unless such subcontracting is first approved by the AOC in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.
- B. If requested by the AOC, Contractor shall provide documentation that the proposed subcontractor is experienced and able to perform that portion of the Work Contractor it wishes to subcontract.
- C. Contractor shall require all subcontractors to comply with the provisions of this Agreement.
- D. Contractor shall provide copies to the AOC of all agreements with subcontractors who will perform Work pursuant to this Agreement.
- E. The AOC's approval of subcontracts or shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

7. STOP WORK

- A. The AOC 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 within any extension of that period to which the parties shall have agreed, the AOC 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 AOC shall make an equitable adjustment in the delivery schedule, the Contract 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 AOC decides the facts justify the action, the AOC 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 AOC's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the AOC shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

8. ACTIONS OF CONTRACTOR UPON TERMINATION

- A. Immediately upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the AOC and to minimize the liability of Contractor and the AOC to Third Parties as a result of termination. All such actions shall be subject to the prior approval of the AOC, at the AOC's sole discretion, and shall be in accordance with the attorneys' obligations to their clients.
- i. Withdrawal and Tail Representation. Contractor will continue to represent existing

clients until Contractor withdraws as counsel of record (or substitutes counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation.

- ii. Release from Performance of Work. Contractor will be released from performing Work to the extent Contractor effectively withdraws as counsel of record (or substitutes counsel) in accordance with subsection 10.A, below. If Contractor cannot be released from performing Work due to an inability to withdraw as described above, Contractor will give the AOC as much written notice as possible before the termination date, which notice will describe each affected matter and the basis for the Contractor's inability to withdraw, and the Contractor and the AOC will then confer in good faith.

9. EFFECT OF TERMINATION

- A. In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:
 - i. Payment upon Termination. The AOC shall pay for Contractor's Work satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Contract Amount.
 - ii. Offset and Deduction. The AOC may deduct from any payment upon termination:
 - a. All payments previously made by the AOC for Work covered by Contractor's final invoice.
 - b. The amount of any claim that the AOC may have against Contractor in connection with this Agreement.
 - c. Where Contractor is terminated for cause, in the event the AOC determines it must provide Work to remedy the results of Contractor's inadequately performed Work, the AOC may deduct, from any amounts owed Contractor hereunder, the AOC's good faith estimate of the reasonable cost of replacing performance of such inadequately performed Work.

10. OWNERSHIP OF DATA

Contractor will provide to the client or subsequent counsel at no cost copies of all relevant client files produced by Contractor in the course of its performance of Work including, without limitation, any motions or briefs. Contractor will provide these copies upon request by the client or upon appointment of subsequent counsel. The client or the subsequent counsel may use the materials in the client file at his or her discretion. All reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data that the Contractor is required to create by the AOC or provide to the AOC pursuant to this Agreement (collectively, "Data") are the sole property of the AOC without the payment of additional

compensation to Contractor. Contractor shall provide the AOC with all Data within thirty (30) days of the AOC's written request. However, nothing in this paragraph is intended to create any right in any person or entity to any Data that is covered by the attorney client privilege or the attorney work-product doctrine.

11. AOC'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS (*)

- A. The AOC's obligation under this Agreement is subject to the availability of authorized funds. The AOC may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the AOC, 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 AOC may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the AOC'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 AOC 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.

12. 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.

13. RIGHT TO AUDIT

- A. The Contractor shall permit all Data and records relating to performance, procedures, and billing to the AOC under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:

- i. The AOC;
 - ii. The California State Auditor; and/or
 - iii. Any State or Federal government auditing agency.
- B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

14. INDEMNIFICATION (*)

- A. Contractor shall indemnify, defend with counsel satisfactory to the AOC, and hold harmless:
- i. The AOC, its officers and employees;
 - ii. The Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees; and
 - iii. Their agents, representatives, contractors, subcontractors, and volunteers (the “Indemnified Parties”) from any and all losses, costs, liabilities, claims, fees, penalties, interest and damages, including but not limited to reasonable attorneys’ fees and costs (individually, a “Claim” and collectively, “Claims”)
 - a. Arising from, related to or in connection with, in whole or in part, the negligent acts or omissions, or intentional misconduct, of Contractor, its agents, employees, or subcontractors;
 - b. Arising from, related to or in connection with, in whole or in part, Contractor’s breach of its obligations, representations or warranties under this Agreement, or the violation of any applicable law, rule or regulation or the failure to report, withhold or pay any taxes when due by Contractor, its agents, employees or subcontractors;
 - c. Made or incurred by any Third Party that furnishes or provides Work, materials, or supplies in connection with this Agreement; or
 - d. Made or incurred by any other Third Party who may be injured or damaged by Contractor, its agents, employees or subcontractors in connection with this Agreement.

15. INSURANCE

- A. Insurance. Without limiting Contractor’s indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an “occurrence” form. The Professional Liability policy may be written on a “claims made” form.
- i. Workers’ Compensation—A program of Workers’ Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California

Labor Code, including Employer's Liability with at least \$1,000,000 per accident. This coverage shall not be required when Contractor has no employees.

- ii. Commercial General Liability Insurance—Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. The policy shall provide limits of at least \$500,000 per occurrence and a general aggregate limit (other than products/completed operations) of at least \$1,000,000, and at least \$500,000 premises and operations limit.
- iii. Commercial or Business Automobile Liability Insurance (or Personal Automobile Insurance if Contractor is an individual with no transportation or hauling responsibilities under this Agreement)—Covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$500,000 per occurrence.
- iv. Professional Liability Insurance—Covering malpractice in the performance of Work under this Agreement. Management liability errors and omissions insurance with a general aggregate and per claim limit of at least \$1,000,000 annual aggregate and Lawyer's Professional Liability of at least \$500,000 each claim in the aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the termination and acceptance of all work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.

B. Additional Insured Endorsements. All policies required in subsection A, above, with the exception of Workers' Compensation, Personal Automobile Liability, and Professional Liability, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Work under this Agreement:

- i. The AOC, the Court, its judges, its subordinate judicial officers, its court executive officers, its court administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.

C. Required Policy Provisions. Each policy required in subsection, A above must provide that:

- i. The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the AOC
- ii. The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability
- iii. The AOC will receive fifteen (15) days' advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in section 17 of this Exhibit.

- D. No Reduction or Limit of Contractor's Obligation. Insurance effected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the AOC. Acceptance of Contractor's insurance by the AOC shall not relieve or decrease the liability of Contractor hereunder.
- E. Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the AOC certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the AOC, evidencing that all required insurance coverage is in effect. The AOC reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.
- F. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Senior Manager of Business Services, by mail, at the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688. Contractor shall promptly submit a written report, in such form as may be required by the AOC, of all accidents, which occur in connection with this Agreement. The report must include at least the following information:
 - i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. A description of the circumstances surrounding the accident, whether any of the AOC's equipment, materials or staff were involved and the extent of damage to AOC and/or other property; and
 - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Work.

16. ACCEPTANCE OF THE WORK

- A. The AOC 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 AOC 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 AOC, in accordance with direction from the AOC Project Manager. The AOC shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The AOC Project Manager shall use the *Acceptance and Sign-off Form*, provided as *Appendix B*, to notify the Contractor of the Work's acceptability.
- D. If the AOC rejects the Work provided, the AOC Project Manager shall submit to the Contractor a written rejection using *Appendix B*, describing in detail the failure of the Work as measured against the Criteria. If the AOC rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the AOC Project Manager requests further change, the Contractor shall meet with the AOC 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 AOC 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 AOC 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 AOC may terminate this Agreement pursuant to the terms set forth in *Exhibit A, Standard Provisions, paragraph 3*.

17. INDEPENDENT CONTRACTOR

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the AOC or the Court, and is not covered by any employee benefit plans provided to AOC employees or Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the AOC, or the Court, and Contractor. Contractor will determine the method, details and means of performing the Work, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Work. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers' compensation laws and regulations,

withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

18. AGREEMENT ADMINISTRATION/COMMUNICATION

A. Under this Agreement, the AOC 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 AOC Project Manager.

i. Any Notice from the Contractor to the AOC shall be in writing and shall be delivered the AOC Project Manager as follows:

Judicial Council of California
Administrative Office of the Courts
Center for Children, Families & the Courts
Attn: **[TBD]**, AOC Project Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688

ii. Other than for Notices, the AOC Project Manager may be contacted as follows:

Telephone: **[TBD]**
Facsimile: **[TBD]**
Email: **[TBD]**

B. Notice to the Contractor shall be directed in writing to:

i. **[TBD]**

ii. Other Contractor information:

Telephone: **[TBD]**
Facsimile: **[TBD]**
Email: **[TBD]**

19. 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.

20. ASSIGNMENTS OR SUBCONTRACTING

This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, it is the policy of the AOC to withhold consent from proposed assignments, subcontracts, or notations when such transfer of responsibility would operate to decrease the AOC'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 without the express written consent of the AOC, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the AOC shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the AOC to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

21. 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.

22. EVALUATION OF CONTRACTOR

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

23. AGREEMENT TERM AND OPTIONS TO RENEW

A. The **Initial Term** of the Agreement shall commence on **October 1, 2014** and expire on **September 30, 2015**. Thereafter, the AOC, in its sole discretion, has the option to extend the term of the Agreement for four (4) additional periods on the same terms and conditions applicable during the **Initial Term**, as defined below:

First Option Term: October 1, 2015 through September 30, 2016

Second Option Term: October 1, 2016 through September 30, 2017

B. In the event the AOC elects to exercise the option to extend the Agreement as set forth in this provision, the expiration date of the Agreement shall become the ending date of the Term exercised.

24. CONFIDENTIALITY

In the performance of the Work under this Agreement or contemplation of this Agreement, the Contractor may gain access to private or confidential information of the AOC that if disclosed to Third Parties may be damaging to the AOC. All information disclosed by the AOC to the Contractor shall be held in confidence and used only in performance of this Agreement.

25. 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 (i) be rendered with

promptness and diligence; (ii) executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; (iii) conform to the requirements of this Agreement. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the AOC's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all non-conformities to the satisfaction of the AOC. All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

26. CHANGES AND AMENDMENTS

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

27. ACCOUNTING SYSTEM REQUIREMENT

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

28. 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 AOC without prior review and written permission by the AOC's Business Services Senior Manager.

The AOC review shall be completed within thirty (30) Days of submission to the AOC Project Manager and, if permission is denied, the AOC shall provide its reasons for denial in writing.

29. LIMITATION ON AOC'S LIABILITY

The AOC shall not be responsible for loss of or damage to any non-AOC equipment arising from causes beyond the AOC's control.

30. 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.

- 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.

31. COVENANT AGAINST GRATUITIES

The Contractor warrants by signing this 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 AOC will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the AOC 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 AOC 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.

32. DRUG-FREE WORKPLACE

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

33. AMERICANS WITH DISABILITIES ACT

By signing this Agreement, Contractor assures the AOC that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§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.

34. 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.

35. CALIFORNIA LAW

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

California.

36. SEVERABILITY

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.

37. 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.

38. SIGNATURE AUTHORITY

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

39. 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.

40. 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 AOC.

END OF EXHIBIT

EXHIBIT C - PAYMENT PROVISIONS

1. CONTRACT AMOUNT

For performing the Work of this Agreement in the **Initial Term**, as set forth in *Attachment 2 Contract Terms, Exhibit D - Work to be Performed*, the AOC shall compensate the Contractor at the not to exceed the amounts per Completion Criteria and Milestones, at the not to exceed amounts set forth in Table 1, below.

2. ANNUAL MAXIMUM COMPENSATION PER TERM

Payment for each Term of the Agreement shall be in accordance with Table 1, below.

Table 1. Annual Maximum Compensation

Term	Fiscal Year	Not to Exceed for Legal Services	Not to Exceed Allowable Expenses	Amount	Invoices Due By
October 1, 2014 – September 30, 2015	2014-2015	[TBD]	[TBD]	[TBD]	April 30, 2017
October 1, 2015 – September 30, 2016	2015-2016	[TBD]	[TBD]	[TBD]	April 30, 2018
October 1, 2016 – September 30, 2017	2016-2017	[TBD]	[TBD]	[TBD]	April 30, 2019

- i. Not-to-exceed Legal Services includes all expenses specified in the Blended Hourly Rate, as defined, below in Section 3.A, Legal Services.
- ii. Not-to-exceed Allowable Expenses includes all non-labor, as defined below in Section 3.B, Allowable Expenses.

3. COMPENSATION

A. **Legal Services.** Contractor shall bill separately for the Blended Hourly Rate per Term specified in Table 2 below, for each attorney hour of legal service that Contractor performs on behalf of Project, which includes:

- i. Full and limited scope representation, self help legal assistance, legal education, training, coordinating with partner providers and the courts, participating in evaluation activities, and necessary administrative tasks for the project.

Table 2. Compensation for Legal Services Per Term

Term	Not To Exceed Blended Hourly Rate
October 1, 2014 – September 30, 2015	[\$TBD] per hour per [TBD] attorney
October 1, 2015 – September 30, 2016	[\$TBD] per hour per [TBD] attorney
October 1, 2016 – September 30, 2017	[\$TBD] per hour per [TBD] attorney

- ii. The Blended Hourly Rate per attorney set forth above includes the following expenses in support of the Project: paralegals, other staff, employee benefits, space, equipment rental and maintenance, supplies, printing and postage, telecommunications, travel, training, library, insurance, audit, evaluation, and all other overhead costs.
- iii. The parties agree that the Work will require a minimum of [TBD] hours per Attorney for the Lead Agency per Term.

B. Allowable Expenses. The Contractor shall bill separately the following Allowable Expenses:

- i. Allowable expenses are limited to capital additions (e.g. furniture and equipment), contract services to clients; contract services to program, and contract services with partners per Term. This fee shall be identified herein as the fee for “Allowable Expenses.”

Table 3. Compensation for Allowable Expenses

Term	Not To Exceed per Term for Allowable Expenses
October 1, 2014 – September 30, 2015	\$(TBD)
October 1, 2015 – September 30, 2016	\$(TBD)
October 1, 2016 – September 30, 2017	\$(TBD)

4. MANNER OF PAYMENT

- A. Within thirty (30) days after the end of each month, Contractor shall submit one original and two copies of each invoice for payment for the Work rendered under this Agreement for approval by the AOC to:

Judicial Council of California
Administrative Office of the Courts
Center for Families, Children and the Courts
Attn: [TBD], AOC Project Manager
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

- B. Invoices must clearly indicate fees and costs incurred for the current billing period month and include at least the following information:
 - i. Agreement number;
 - ii. Unique invoice number;
 - iii. Contractor’s name and address;
 - iv. Contractor’s federal employer identification number;

- v. Billing period;
 - vi. The total number of attorney hours expended on the Project during the billing period;
 - vii. The appropriate Blended Hourly Rate;
 - viii. Breakdown of Allowable Expenses; and
 - ix. Preferred remittance address, if different from Contractor's address.
- C. Invoices must be printed on a printed bill head or on an invoice form provided by the AOC and signed by the finance representative.
- D. Contractor must submit monthly invoices and corresponding timesheets for the hours billed, as follows:
- i. Timesheets must reflect all hours expended by attorneys for Lead Agency
 - ii. Timesheets must show hours of all partner organizations
 - iii. Timesheets must coincide with one or more pay periods
 - iv. Timesheets must be signed by the attorney and authorized approver
 - v. Timesheets must be in the form designated by the AOC
- E. Contractor must have written agreements with all partnership organizations that perform Work on the Project. Contractor must submit copies of all such agreement to the AOC Program Manager.
- F. Contractor must include documentation as specified by the AOC for allowable expenses.
- i. Contractor must submit adequate backup documentation with all invoices from Subcontractors to substantiate expenses claimed.
 - ii. Within 10 business days of receipt by Contractor of payment from the AOC for a Subcontractor invoice, the Contractor must submit check dates and check numbers substantiating their payment to each Subcontractor, to the AOC. The subsequent Contractor invoice payments will await the check numbers/check dates information before being processed by the AOC.
 - iii. Contractor must retain original invoices and receipts for all Allowable Expenses and provide copies to the AOC Project Manager upon request.
- G. Whenever payment is withheld, AOC Project Manager will provide Contractor with specific reasons and will advise Contractor of the action that must taken to receive payment
- H. The AOC will endeavor to pay Contractor within sixty days of receipt and approval of Contractor's invoice. The AOC will not be in breach of this Agreement for failure to pay an invoice within sixty days, unless:
- i. The AOC has received a reasonably detailed written notice of late payment from Contractor; and

- ii. The AOC has not made the delinquent payment(s) within thirty days of the AOC's receipt of such notice. In no event will the AOC be in breach of this Agreement for failure to pay Contractor's Invoice within sixty days, the AOC's failure to pay is the result of the Legislature's failure to approve and adopt a budget in a timely manner.

I. In no event shall the AOC be liable for interest or late charges for any late payments.

5. AVAILABILITY OF FUNDS

The AOC's funding comes from the AOC and is subject to annual budget appropriations. If the AOC reduces the AOC's funding, the AOC may not be able to pay Contractor. The AOC will notify Contractor in writing if funds become unavailable or limited during the Term. The AOC will pay any previously due and unpaid amounts upon approval and adoption of the State budget.

6. DISALLOWANCE

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

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by the AOC, or the receipt thereof by Contractor, shall in no way alter the obligation of Contractor to remedy unsatisfactory performance of the Work. Work that does not conform to the requirements of this Agreement, in the AOC's judgment, may be rejected by the AOC. In such case, Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

8. EXPENSES AND TAXES

Contractor must pay all fees, fines, taxes, or other costs of doing business related to the Work, except for the expenses allowed under section 3B, above. Unless required by law, the AOC will not withhold any taxes such as social security or federal income tax on Contractor's behalf.

9. MOST FAVORABLE PRICE

The Contractor agrees that no other customer will receive better rates for substantially similar services offered under substantially similar terms and conditions when the volume of business from such other customers is equal to or less than the volume of business the AOC delivers under this Agreement.

END OF EXHIBIT

EXHIBIT D - WORK TO BE PERFORMED

1. DEFINITIONS

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

2. STATEMENT OF THE WORK

The Contractor will provide legal services as a legal services provider for the Superior Court under the Sargent Shriver Civil Counsel Act for the Initial Term beginning **October 1, 2014** and ending **September 30, 2015**.

[TBD] Based on approved SOW.

3. COLLABORATION OF LEGAL SERVICES AGENCIES AND THE COURTS

- A. Project must be a partnership of Contractor and the Superior Court. The Partnership may include other legal services agencies and providers in the community.
- B. Contractor shall form a local advisory committee to include representatives of Contractor, judges from the Superior Court, court administration, and other agencies and providers that are part of the Project.
 - i. The role of the advisory committee is to facilitate the administration of the Project and to resolve issues that may arise during the course of the Project.
 - ii. The advisory committee must meet at least monthly during the first six months of the Project and no less than quarterly for the duration of the Project.
- C. Contractor shall work in conjunction with the court to implement and coordinate court procedures and services that the court adopts as part of the Project.
- D. Contractor must identify and make use of pro bono attorney services to the extent that those services are available in the community and it is practical to use them.

4. RECORDS AND EVALUATION

- A. Contractor shall fully participate in the evaluation of its Project that is required by Government Code section 68651(c). The AOC Project Manager will consult with Contractor about the design of the evaluation.
- B. The AOC Project Manager shall provide Contractor with data collection tools. Contractor shall collect data and maintain records as directed by the AOC Project Manager .
- C. Contractor shall provide to the AOC all data and records requested by the AOC Project Manager or the AOC's third party evaluator.

5. PERIODIC REPORTS

Contractor shall provide periodic Project progress reports as requested by the AOC Project Manager. Reports shall be submitted within the designated timeframes and in the format provided by the AOC Project Manager.

6. PARTNERSHIPS AND OTHER ASSOCIATED AGREEMENTS

A. To accomplish the Work described herein, Contractor will be responsible for partnering and contracting separately with the entities listed below.

i. [TBD]

B. To accomplish the Work described herein, Contractor will work with the entity below, with which the AOC will enter a separate contract.

i. [TBD]

7. CONTRACTOR'S RESPONSIBILITIES

The Contractor will have the following responsibilities under this Contract:

- i. Work closely with the AOC Project Manager;
- ii. Perform and prepare Work as delineated;
- iii. Proactively assist with resolution of issues with any aspect of the Work; and
- iv. Work with AOC Project Manager to manage and coordinate work and knowledge transfer.

8. AOC'S RESPONSIBILITIES

The AOC 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.

9. AUTHORITY AND APPROVAL

The Contractor is not authorized to make final and binding decisions or approvals on behalf of the AOC. As required in this Agreement, the Contractor will obtain the necessary approvals from the AOC Project Manager and/or the Business Services Manager as may be required.

END OF EXHIBIT

APPENDIX A JUDICIAL BRANCH CONTRACTING LAW

This Judicial Branch Contracting Law (“JBCL”) Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this Appendix, (i) “Agreement” refers to the agreement into which this Appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

- 1. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.
 - 1.1. Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.
 - 1.2. National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
 - 1.3. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
- 2. Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.
 - 2.1. Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

- 2.2. Agreements over \$50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).
- 2.3. Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 2.4. Agreements for Services over \$200,000 (Excluding Consulting Services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 2.5. Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- 2.6. Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.
- 2.7. Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment,

materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

2.9. Agreements relating to DVBE Incentive. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

2.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

- 2.11. Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.
- 2.12. Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- 2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.
- 2.14. Agreements that the JBE Cannot Terminate for Convenience.** The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for nonavailability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.
- 2.15. Agreements relating to small business preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this

RFP Title: Legal Services Providers
RFP No: CFCC 13-13-LM

Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

END OF APPENDIX

RFP Title: Legal Services Providers

RFP No: CFCC 13-13-LM

APPENDIX B - ACCEPTANCE OF WORK AND SIGN-OFF FORM

This Form accompanies an invoice.

Description of Work provided by Contractor:

Date submitted: _____ Period Covered: _____

Work is:

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

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

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

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

Comments, if any:

Work is accepted. Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF FORM