

Attachment 2

STANDARD AGREEMENT rev Dec. 2019

AGREEMENT NUMBER



[Agreement number]

1. In this agreement (“Agreement”), the term “Contractor” refers to [Contractor name], and the term “Judicial Council” refers to the **Judicial Council of California**.
2. This Agreement is effective as of **May 17, 2021**, (“Effective Date”) and expires on **February 28, 2023** (“Expiration Date”). This Agreement includes one or more options to extend through [“N/A”].
3. The maximum amount the Judicial Council may pay Contractor under this Agreement is **\$500,000.00** (the “Contract Amount”).
4. The purpose or title of this Agreement is: **California Court Interpreter Education & American Sign Language Requirements, pursuant to RFP-CFCC-2021-91RB**.

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

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

- Appendix A – Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Unruh Civil Rights Act and FEHA Certification

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS [Address]	ADDRESS [Address]

APPENDIX A

Services

1. Background and Purpose.

- 1.1 The Judicial Council of California (“Judicial Council”) is the policymaking body of the California court system, which includes 58 superior courts, the courts of appeal, and the Supreme Court. Under the authority of the state’s Constitution and with the leadership of the Chief Justice of the California Supreme Court, the Judicial Council is responsible for ensuring the fair, impartial, and consistent administration of justice. The Judicial Council recommends improvements to the courts, adopts rules and procedures for court administration, and makes recommendations annually to the Governor and the Legislature. Judicial Council staff assist the Judicial Council with implementing policies and supporting court operations. The Judicial Council’s main office is in San Francisco, California.
- 1.2 Within the Judicial Council’s Center for Families, Children, and the Courts, the Language Access Services Program (LASP) works to develop policies and provide services to ensure equal access to justice for court users who are limited English proficient or deaf/hearing-impaired. LASP is comprised of the Court Interpreters Program (CIP) and the Language Access Implementation (LAI) unit. CIP works on court interpreter issues, and LAI works on making the courts more language accessible via resources such as signage, technology, and translated forms.
- 1.3 The Court Interpreters Advisory Panel (CIAP) is an advisory body that assists the Judicial Council with language access policy recommendations regarding court interpreters. CIP works with CIAP to oversee the credentialing process and development of education resources for almost 2,000 California certified and registered court interpreters. In addition, CIP and CIAP are responsible for recruitment efforts and administration of interpreter credentialing exams. Under Gov. Code § 68563, the Judicial Council conducts a study of language need and interpreter use in the California superior courts every five years and reports these findings to the Governor and the Legislature (see [2020 Language Need and Interpreter Use Study](#)). This study is used to inform the policy recommendations of CIAP and the development of services and resources by CIP.
- 1.4 In 2015, the Registry of Interpreters for the Deaf, Inc. eliminated testing for the Specialist Certificate: Legal (SC:L) credential for American Sign Language (ASL) interpreters. The SC:L credential has been the credential status accepted by the California judiciary as certification that ASL interpreters have achieved appropriate training to work in the courts. The consultant under this contract will identify recommended and current American Sign Language (ASL) interpreter certifications that could potentially be accepted by the Judicial Council and develop an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system.

2. Services and Deliverables.

2.1 Description of Services. Contractor shall perform the following services (“Services”):

The Judicial Council seeks the services of a Contractor with experience to assist the Court Interpreters Program (CIP) with researching potential learning management systems (LMS’s), developing online modules for court interpreter education in four topic areas, identifying recommended American Sign Language (ASL) interpreter certifications that could be accepted by the Judicial Council, and developing an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system. The six projects (outlined below) are to be completed over a two-year period from May 2021 to February 2023:

- 1) With criteria provided by Court Interpreters Program (CIP) staff and possible guidance from Judicial Council Information Technology staff, identify potential learning management systems (applications used to develop, deliver, and track education courses) to host court interpreter education courses and materials.
- 2) Update content for existing orientation modules (2-3 hours of content) for newly credentialed court interpreters, including content that provides an overview of the California courts and prepares interpreters for the court environment, and convert to a format that can be hosted on the Judicial Council network and in a LMS;
- 3) Develop online Video Remote Interpreting (VRI) training modules (2-3 hours of content) tailored to court interpreters regarding common video conferencing platforms; how to use the technology for different modes of interpretation (simultaneous, consecutive, and sight translation); common challenges and solutions; best practices; and ethical considerations; the training modules must be in a format that can be hosted on the Judicial Council network and in a LMS;
- 4) Develop online Bilingual Interpreting Examination (BIE) training modules (2-3 hours of content) in English only to better prepare examination candidates for the BIE. There are four required components of the BIE (simultaneous interpreting, consecutive interpreting, sight translation from English to the non-English language, and sight translation from the non-English language to English). California requires that applicants pass all four components of the BIE in one sitting, with a passing score of 70 percent or more for each of the four sections. The BIE is used to test the interpreting skills of candidates who seek to become credentialed in a language that is designated as certified by the Judicial Council. Additional information about the Judicial Council’s interpreting testing program and the BIE may be found at: <https://www.courts.ca.gov/2695.htm>.
- 5) Develop an online ethics training modules (2-3 hours of content) to be completed as an ethics review for all credentialed court interpreters, which covers complex ethics scenarios, conduct inside and outside the courtroom, [California Rules of Court, Rule 2.890 Professional Conduct for Interpreters](#), the [Professional Standards and Ethics for California Court Interpreters](#), and the [California Court](#)

Interpreter Credential Review Procedures; training modules must be in a format that can be hosted on the Judicial Council network and in a LMS; and

- 6) In consultation with the Court Interpreters Advisory Panel (CIAP), identify recommended American Sign Language (ASL) interpreter certifications that could be accepted by the Judicial Council and develop an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system. The course will cover legal terminology, ethics, court-related issues, the role of the ASL court interpreter in court proceedings, and other subjects recommended by the Contractor.

2.2 Description of Deliverables. Contractor shall deliver to the Judicial Council the following work products (“Deliverables”). Each of the following Deliverables will be completed in accordance with the terms of this Agreement.

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 1 – All Deliverables:</p> <p>After initial project needs and objectives are identified in consultation with Judicial Council Court Interpreters Program (CIP) staff, the Contractor will submit a draft strategy document and timeline regarding completion of all project deliverables covered under the contract.</p>	June 17, 2021	TBD
<p>Deliverable No. 2 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for updating existing content for the new interpreter orientation modules (2-3 hours of content), including the modules’ content and converting to a format that can be hosted on the Judicial Council network and in a learning management system (LMS). Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding updates to the orientation modules.</p>	July 30, 2021	TBD

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 3 – ASL Interpreter Requirements:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for the identification of recommended ASL certifications that could be accepted by the council and the development of an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system. The course will cover legal terminology, ethics, court-related issues, the role of the ASL court interpreter in court proceedings, and other subjects recommended by the Contractor. Contractor will work with ASL testing experts and other ASL subject matter experts to develop the proposed requirements and curriculum.</p>	<p>July 30, 2021</p>	<p>TBD</p>
<p>Deliverable No. 4 – Court Interpreter Education:</p> <p>Contractor will meet via conference call with CIP staff and Judicial Council Information Technology staff to discuss the draft strategy document and timeline for assisting with research to identify potential LMS’s for court interpreter education. Contractor will incorporate the input received and prepare a revised strategy document and timeline regarding the LMS research.</p>	<p>August 31, 2021</p>	<p>TBD</p>
<p>Deliverable No. 5 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the updated orientation modules (2-3 hours of content) for newly credentialed court interpreters, which will include updates to the modules’ content and converting to a format that can be hosted on the Judicial Council network and/or in a LMS.</p>	<p>September 30, 2021</p>	<p>TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 6 – ASL Interpreter Requirements:</p> <p>After in-depth consultation with CIP staff, Contractor will present to CIP staff and the Court Interpreters Advisory Panel (CIAP) on recommended ASL certifications that could be accepted by the council and the development of an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system.</p>	<p>September 30, 2021</p>	<p>TBD</p>
<p>Deliverable No. 7 – Court Interpreter Education:</p> <p>Contractor will prepare a report with findings from the research to identify potential LMS’s for court interpreter education and present to CIP staff and/or Judicial Council leadership. Contractor will meet with CIP staff and Judicial Council Information Technology staff regarding implementation options and variables.</p>	<p>October 29, 2021</p>	<p>TBD</p>
<p>Deliverable No. 8 – Court Interpreter Education:</p> <p>Contractor will incorporate CIP staff input and finalize for delivery to the Judicial Council the updated orientation modules (2-3 hours of content) for newly credentialed court interpreters.</p>	<p>November 30, 2021</p>	<p>TBD</p>
<p>Deliverable No. 9 – ASL Interpreter Requirements:</p> <p>Contractor will incorporate the input received from CIAP and CIP staff and submit to the Judicial Council updated versions of its recommended ASL interpreter certifications that could be accepted by the council and the proposed curriculum for the online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system. The Contractor will also meet by videoconference with CIP staff to review these work products.</p>	<p>December 31, 2021</p>	<p>TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 10 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for development of online video remote interpreting (VRI) training modules (2-3 hours of content) for court interpreters, including how to use platforms for different types of interpretation (simultaneous, consecutive, and sight translation); common logistical issues and solutions; and VRI best practices and ethical considerations. Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding development of the VRI training modules.</p>	<p>January 31, 2022</p>	<p>TBD</p>
<p>Deliverable No. 11 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for development of online Bilingual Interpreting Examination (BIE) training modules (2-3 hours of content) in English only for examination candidates. These modules will cover the different sections of the exam (simultaneous, consecutive, and sight translation), provide strategies for success, and address common performance deficiencies. Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding development of the BIE training modules.</p>	<p>February 28, 2022</p>	<p>TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 12 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for development of ethics review training modules (2-3 hours of content) for credentialed court interpreters. These modules will be an ethics review for all certified and registered court interpreters, most of whom have not taken a Judicial Council training on ethics for numerous years. These modules will incorporate the ethics requirements for California court interpreters as outlined in the California Rules of Court, Rule 2.890 Professional Conduct for Interpreters and the Professional Standards and Ethics for California Court Interpreters. These modules will cover frequently asked questions and complex ethics scenarios in the courtroom and outside the courtroom (e.g., social media, family law mediation, etc.). In addition, the modules will provide information about the California Court Interpreter Credential Review Procedures. Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding development of the ethics training modules.</p>	<p>March 31, 2022</p>	<p>TBD</p>
<p>Deliverable No. 13– ASL Interpreter Requirements:</p> <p>Contractor will provide CIP staff and CIAP with a draft version of the online course (6-8 hours of content) that will be required before a certified ASL interpreter may work for the California court system.</p>	<p>March 31, 2022</p>	<p>TBD</p>
<p>Deliverable No. 14 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the VRI training modules (2-3 hours of content) tailored to court interpreters.</p>	<p>April 29, 2022</p>	<p>TBD</p>
<p>Deliverable No. 15 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the online BIE training modules (2-3 hours of content) for examination candidates.</p>	<p>May 31, 2022</p>	<p>TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 16 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the ethics training modules (2-3 hours of content), which will be an ethics review for all California certified and registered court interpreters.</p>	<p>June 30, 2022</p>	<p>TBD</p>
<p>Deliverable No. 17– ASL Interpreter Requirements:</p> <p>Contractor will incorporate CIP staff and CIAP input to finalize for delivery to CIP staff the online course (6-8 hours of content) that will be required before a certified ASL interpreter may work for the California court system.</p>	<p>July 29, 2022</p>	<p>TBD</p>
<p>Deliverable No. 18 – Court Interpreter Education:</p> <p>Contractor will incorporate CIP staff input and finalize for delivery to CIP staff the VRI training modules (2-3 hours of content) for court interpreters on VRI best practices and ethical considerations.</p>	<p>August 31, 2022</p>	<p>TBD</p>
<p>Deliverable No. 19 – Court Interpreter Education:</p> <p>Contractor will incorporate CIP staff input and finalize for delivery to CIP staff the online BIE training modules (2-3 hours of content).</p>	<p>September 30, 2022</p>	<p>TBD</p>
<p>Deliverable No. 20 – Court Interpreter Education:</p> <p>Contractor will incorporate CIP staff input and finalize for delivery to CIP staff the ethics training modules (2-3 hours of content), which will be an advanced ethics review for all credentialed court interpreters.</p>	<p>October 31, 2022</p>	<p>TBD</p>
<p>Deliverable No. 21 – All Deliverables:</p> <p>Contractor will provide CIP staff with a final report and conduct a meeting via video conference to discuss all completed deliverables and any outstanding deliverables covered under the contract.</p>	<p>February 28, 2023</p>	<p>TBD</p>

- 2.3 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria, or the Judicial Council may reject the applicable Services or Deliverables. The Judicial Council may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- Timeline: the work was delivered on time;
 - Completeness: the work contained the data, materials, and features required in the contract;
 - Technical Accuracy: the work is accurate when measured against commonly accepted standards (e.g., statistical formulas, industry standards, or de facto marketplace standards).
- 2.4 Timeline.** Contractor must perform the Services and deliver the Deliverables according to Section 2.2 of this Agreement.
- 2.5 Project Managers.** The Judicial Council’s project manager is **Douglas Denton**. The Judicial Council may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **[Insert name]**. Subject to written approval by the Judicial Council, Contractor may change its project manager without need for an amendment to this Agreement.
- 2.6 Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Judicial Council’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 nonconformities to the satisfaction of the Judicial Council.
- 2.7 Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 2.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Judicial Council-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 2.9 Stop Work Orders.**
- A.** The Judicial Council may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the

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

- B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Judicial Council 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 Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C.** The Judicial Council shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

2.10 Contractor Responsibilities.

The Contractor’s Project Manager will have the following responsibilities under this Agreement:

- Is responsible for the end results and for day-to-day project management;
- Serves as the Contractor’s primary contact;
- Works closely with the Judicial Council’s Project Manager;
- Provides on-going status reports to Judicial Council management;
- Manages, prepares, and refines the Contract’s end results;
- Proactively assists with resolution of issues with any aspect of the work;
- Proactively anticipates project deviations and is responsible for taking immediate corrective action;
- Works with Project Manager to manage and coordinate work and knowledge transfer; and
- Is responsible for management of project budget within constraints of work requirements.

2.11 Judicial Council Responsibilities.

The Judicial Council'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 Judicial Council management.

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

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the Judicial Council: _____

The Services or Deliverables are:

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

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

APPENDIX B

Payment Provisions

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

2. Compensation for Services.

2.1 Amount. Contractor will invoice the following amounts for Services or Deliverables that the Judicial Council has accepted. The total cost for services (Deliverables Nos. 1 through 21) will not exceed **\$500,000.00**. The method of payment to the Contractor will be by firm fixed price upon completion and acceptance of each Deliverable.

Table 1: Firm Fixed Prices Due per Deliverable:

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date (Invoice No Later Than 30 Days After Completion Date)	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 1 – All Deliverables:</p> <p>After initial project needs and objectives are identified in consultation with Judicial Council Court Interpreters Program (CIP) staff, the Contractor will submit a draft strategy document and timeline regarding completion of all project deliverables covered under the contract.</p>	<p>June 17, 2021 (July 19, 2021)</p>	<p>TBD</p>

<p align="center">Deliverables for Court Interpreter Education & ASL Interpreter Requirements</p>	<p align="center">Completion Date (Invoice No Later Than 30 Days After Completion Date)</p>	<p align="center">Maximum Firm Fixed Amount (\$)</p>
<p>Deliverable No. 2 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for updating existing content for the new interpreter orientation modules (2-3 hours of content), including the modules’ content and converting to a format that can be hosted on the Judicial Council network and in a learning management system (LMS). Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding updates to the orientation modules.</p>	<p align="center">July 30, 2021 (August 31, 2021)</p>	<p align="center">TBD</p>
<p>Deliverable No. 3 – ASL Interpreter Requirements:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for the identification of recommended ASL certifications that could be accepted by the council and the development of an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system. The course will cover legal terminology, ethics, court-related issues, the role of the ASL court interpreter in court proceedings, and other subjects recommended by the Contractor. Contractor will work with ASL testing experts and other ASL subject matter experts to develop the proposed requirements and curriculum.</p>	<p align="center">July 30, 2021 (August 31, 2021)</p>	<p align="center">TBD</p>
<p>Deliverable No. 4 – Court Interpreter Education:</p> <p>Contractor will meet via conference call with CIP staff and Judicial Council Information Technology staff to discuss the draft strategy document and timeline for assisting with research to identify potential LMS’s for court interpreter education. Contractor will incorporate the input received and prepare a revised strategy document and timeline regarding the LMS research.</p>	<p align="center">August 31, 2021 (September 30, 2021)</p>	<p align="center">TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date (Invoice No Later Than 30 Days After Completion Date)	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 5 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the updated orientation modules (2-3 hours of content) for newly credentialed court interpreters, which will include updates to the modules’ content and converting to a format that can be hosted on the Judicial Council network and/or in a LMS.</p>	<p>September 30, 2021 (October 29, 2021)</p>	<p>TBD</p>
<p>Deliverable No. 6 – ASL Interpreter Requirements:</p> <p>After in-depth consultation with CIP staff, Contractor will present to CIP staff and the Court Interpreters Advisory Panel (CIAP) on recommended ASL certifications that could be accepted by the council and the development of an online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system.</p>	<p>September 30, 2021 (October 29, 2021)</p>	<p>TBD</p>
<p>Deliverable No. 7 – Court Interpreter Education:</p> <p>Contractor will prepare a report with findings from the research to identify potential LMS’s for court interpreter education and present to CIP staff and/or Judicial Council leadership. Contractor will meet with CIP staff and Judicial Council Information Technology staff regarding implementation options and variables.</p>	<p>October 29, 2021 (November 30, 2021)</p>	<p>TBD</p>
<p>Deliverable No. 8 – Court Interpreter Education:</p> <p>Contractor will incorporate CIP staff input and finalize for delivery to the Judicial Council the updated orientation modules (2-3 hours of content) for newly credentialed court interpreters.</p>	<p>November 30, 2021 (December 31, 2021)</p>	<p>TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date (Invoice No Later Than 30 Days After Completion Date)	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 9 – ASL Interpreter Requirements:</p> <p>Contractor will incorporate the input received from CIAP and CIP staff and submit to the Judicial Council updated versions of its recommended ASL interpreter certifications that could be accepted by the council and the proposed curriculum for the online course (6-8 hours of content) that will be required before the ASL interpreter may work for the California court system. The Contractor will also meet by videoconference with CIP staff to review these work products.</p>	<p>December 31, 2021 (January 31, 2022)</p>	<p>TBD</p>
<p>Deliverable No. 10 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for development of online video remote interpreting (VRI) training modules (2-3 hours of content) for court interpreters, including how to use platforms for different types of interpretation (simultaneous, consecutive, and sight translation); common logistical issues and solutions; and VRI best practices and ethical considerations. Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding development of the VRI training modules.</p>	<p>January 31, 2022 (February 28, 2022)</p>	<p>TBD</p>

<p align="center">Deliverables for Court Interpreter Education & ASL Interpreter Requirements</p>	<p align="center">Completion Date (Invoice No Later Than 30 Days After Completion Date)</p>	<p align="center">Maximum Firm Fixed Amount (\$)</p>
<p>Deliverable No. 11 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for development of online Bilingual Interpreting Examination (BIE) training modules (2-3 hours of content) in English only for examination candidates. These modules will cover the different sections of the exam (simultaneous, consecutive, and sight translation), provide strategies for success, and address common performance deficiencies. Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding development of the BIE training modules.</p>	<p align="center">February 28, 2022 (March 31, 2022)</p>	<p align="center">TBD</p>
<p>Deliverable No. 12 – Court Interpreter Education:</p> <p>Contractor will meet via video conference with CIP staff to discuss the draft strategy document and timeline for development of ethics review training modules (2-3 hours of content) for credentialed court interpreters. These modules will be an ethics review for all certified and registered court interpreters, most of whom have not taken a Judicial Council training on ethics for numerous years. These modules will incorporate the ethics requirements for California court interpreters as outlined in the California Rules of Court, Rule 2.890 Professional Conduct for Interpreters and the Professional Standards and Ethics for California Court Interpreters. These modules will cover frequently asked questions and complex ethics scenarios in the courtroom and outside the courtroom (e.g., social media, family law mediation, etc.). In addition, the modules will provide information about the California Court Interpreter Credential Review Procedures. Contractor will incorporate CIP staff input and prepare a revised strategy document and timeline regarding development of the ethics training modules.</p>	<p align="center">March 31, 2022 (April 29, 2022)</p>	<p align="center">TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date (Invoice No Later Than 30 Days After Completion Date)	Maximum Firm Fixed Amount (\$)
<p>Deliverable No. 13– ASL Interpreter Requirements:</p> <p>Contractor will provide CIP staff and CIAP with a draft version of the online course (6-8 hours of content) that will be required before a certified ASL interpreter may work for the California court system.</p>	<p>March 31, 2022 (April 29, 2022)</p>	<p>TBD</p>
<p>Deliverable No. 14 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the VRI training modules (2-3 hours of content) tailored to court interpreters.</p>	<p>April 29, 2022 (May 31, 2022)</p>	<p>TBD</p>
<p>Deliverable No. 15 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the online BIE training modules (2-3 hours of content) for examination candidates.</p>	<p>May 31, 2022 (June 30, 2022)</p>	<p>TBD</p>
<p>Deliverable No. 16 – Court Interpreter Education:</p> <p>Contractor will provide CIP staff with a draft version of the ethics training modules (2-3 hours of content), which will be an ethics review for all California certified and registered court interpreters.</p>	<p>June 30, 2022 (July 29, 2022)</p>	<p>TBD</p>
<p>Deliverable No. 17– ASL Interpreter Requirements:</p> <p>Contractor will incorporate CIP staff and CIAP input to finalize for delivery to CIP staff the online course (6-8 hours of content) that will be required before a certified ASL interpreter may work for the California court system.</p>	<p>July 29, 2022 (August 31, 2022)</p>	<p>TBD</p>

Deliverables for Court Interpreter Education & ASL Interpreter Requirements	Completion Date (Invoice No Later Than 30 Days After Completion Date)	Maximum Firm Fixed Amount (\$)
Deliverable No. 18 – Court Interpreter Education: Contractor will incorporate CIP staff input and finalize for delivery to CIP staff the VRI training modules (2-3 hours of content) for court interpreters on VRI best practices and ethical considerations.	August 31, 2022 (September 30, 2022)	TBD
Deliverable No. 19 – Court Interpreter Education: Contractor will incorporate CIP staff input and finalize for delivery to CIP staff the online BIE training modules (2-3 hours of content).	September 30, 2022 (October 31, 2022)	TBD
Deliverable No. 20 – Court Interpreter Education: Contractor will incorporate CIP staff input and finalize for delivery to CIP staff the ethics training modules (2-3 hours of content), which will be an advanced ethics review for all credentialed court interpreters.	October 31, 2022 (November 30, 2022)	TBD
Deliverable No. 21 – All Deliverables: Contractor will provide CIP staff with a final report and conduct a meeting via video conference to discuss all completed deliverables and any outstanding deliverables covered under the contract.	February 28, 2023 (March 31, 2023)	TBD

2.2 Withholding. When making a payment tied to the acceptance of Deliverables, the Judicial Council shall have the right to withhold ten percent (10%) of each such payment until the Judicial Council accepts the final Deliverable.

2.3 No Advance Payment. The Judicial Council will not make any advance payment for Services.

3. Expenses. Except as set forth in this section, no expenses relating to the Services and Deliverables shall be reimbursed by the Judicial Council. The total costs for services are inclusive of all lodging, activity costs, personnel, materials, computer support, travel, per diem, and overhead rates.

4. Invoicing and Payment

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

- The contract number.
- A unique invoice number.
- The Contractor's name and address.
- The taxpayer identification number (the Contractor's Social Security or Federal Employer Identification Number).
- A description of the completed work, including services rendered, task(s) performed, and/or Deliverable(s) made, as appropriate.
- The contractual charges, including the appropriate cost, price, rate, progress payment, or expenses, if allowable under this Agreement.
- A preferred remittance address, if different from the mailing address.
- The Contractor shall submit one (1) original invoice to:

Judicial Council of California
Language Access Services Program
c/o: Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3688

4.2 Payment. The Judicial Council will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

4.3 Final Invoicing. Contractor must submit invoices no later than the "Invoice Due By" date identified for each Deliverable in Table 1 in this Exhibit. The Judicial Council may not be responsible for payment of invoices received after the "Invoice Due By" date.

For the very last Invoice to be processed against this Agreement, Contractor will identify it as the "Final Invoice."

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

5. Taxes. Unless otherwise required by law, the Judicial Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on

Agreement No. [REDACTED], with [REDACTED].

any taxes levied on employee wages. The Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.

APPENDIX C

General Provisions

1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Judicial Council is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 **Background Checks.** Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Judicial Council: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.

2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Judicial Council if any representation and warranty become untrue. Contractor represents and warrants as follows:

- 2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Judicial Council.
- 2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

- 2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 **Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance

- 3.1 **Basic Coverage.** Contractor shall provide and maintain at the Judicial Council's discretion and Contractor's expense the following insurance during the Term:
 - A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability

assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

- B. *Workers Compensation and Employer's Liability.*** The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - C. *Automobile Liability.*** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. *Professional Liability.*** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Judicial Council all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Judicial Council's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Judicial Council certificates of insurance attesting to the existence of

coverage. Contractor shall provide prompt written notice to the Judicial Council in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Judicial Council.

- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Judicial Council is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Judicial Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made, or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Judicial Council may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Judicial Council must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
- 6. Tax Delinquency.** Contractor must provide notice to the Judicial Council immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 7. Termination**

 - 7.1 Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
 - 7.2 Termination for Cause.** The Judicial Council may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Judicial Council, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
 - 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
 - 7.4 Termination for Changes in Budget or Law.** The Judicial Council's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Judicial Council may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies of the Judicial Council.

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Contractor shall continue any Services not terminated hereunder.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council's termination Notice.

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

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

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

provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

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

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

10.5 DVBE Commitment. *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Judicial Council 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 Judicial Council: (1) the total amount of money and percentage of work that Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the Judicial Council, Contractor shall provide proof of

payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

- 10.6 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Judicial Council 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 Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Judicial Council shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
- 10.7 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Judicial Council. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Judicial Council. Contractor has no authority to bind or incur any obligation on behalf of the Judicial Council. If any governmental entity concludes that Contractor is not an independent contractor, the Judicial Council may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the Judicial Council or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has

overcharged the Judicial Council five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Judicial Council in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Judicial Council's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Judicial Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Judicial Council.

- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

APPENDIX D

Defined Terms

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

“Agreement” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

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

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

“Contract Amount” is defined on the Coversheet.

“Coversheet” refers to the first page of this Agreement.

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

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

“Goods” is defined in Appendix A.

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

“Judicial Council” is defined on the Coversheet.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

Agreement No. [REDACTED], with [REDACTED].

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

“**Option Term**” means a period, if any, through which this Agreement may be or has been extended by the Judicial Council.

“**PCC**” refers to the California Public Contract Code.

“**Services**” is defined in Appendix A.

“**Stop Work Order**” is defined in Appendix B.

“**Term**” comprises the Initial Term and any Option Terms.

APPENDIX E

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

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

CERTIFICATIONS:

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

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

Agreement No. [REDACTED], with [REDACTED].

<i>Contractor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	