EXHIBIT A

STANDARD PROVISIONS

1. Indemnification

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

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.

1. Termination for Cause

##### The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the Judicial Council may proceed with the Work in any manner it deems proper. The cost to the Judicial Council to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

1. No Assignment

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

1. Time of Essence

##### Time is of the essence in the performance of Work under this Agreement.

1. 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.

1. 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.

* 1. **“Acceptance”** means the written acceptance issued to the Contractor by the Judicial Council 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 Preformed and Exhibit E, Attachment 1, Acceptance Sign-off Form.
  2. “**Administrative Director of the Courts**” refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
  3. “**Amendment**” means a written document issued by the Judicial Council and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
  4. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’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.
  5. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
  6. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the Judicial Council for performance of the Work, in accordance with the Contract documents.
  7. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.
  8. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
  9. “**Day**” means calendar day, unless otherwise specified.
  10. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance.
  11. **“Disabled Veteran’s Business Enterprise”** or **“DVBE”** means a business entity that has compiled 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, navel, or air service.
  12. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the Judicial Council are liable for 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:
      1. Acts of God or the public enemy;
      2. Acts or omissions of any government entity;
      3. Fire or other casualty for which a party is not responsible;
      4. Quarantine or epidemic;
      5. Strike or defensive lockout; and,
      6. Unusually severe weather conditions.
  13. “**Judicial Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
  14. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
  15. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
      1. 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
      2. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
  16. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council’s representatives.
  17. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council 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.
  18. “**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 Judicial Council 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.
  19. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
  20. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.
  21. **“Trial Court(s)”** or **“Court(s)”** means one or more of the fifty-eight (58) Superior Courts in the California trial court system.
  22. “**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 Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

1. Termination Other Than for Cause
   1. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the Judicial Council 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.
   2. If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.
2. Judicial Council's Obligation Subject to Availability of Funds
   1. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, 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 Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.

* 1. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
     1. The Judicial Council 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
     2. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
  2. 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.

1. Stop Work
   1. The Judicial Council 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 (“**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, 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 Judicial Council shall either:
      1. Cancel the Stop Work Order; or
      2. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
   2. 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 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:
      1. 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

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 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.

* 1. 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 Judicial Council’s Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
  2. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

1. Agreement Administration / Communication
   1. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.
      1. Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered the Project Manager as follows:

##### TBD, Project Manager

##### Judicial Council of California

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102-3688

* + 1. Other than for Notices, the Project Manager may be contacted as follows:

TBD, Project Manager

Telephone: 415-865-TBD

Facsimile: 415-865-TBD

Email: TBD@jud.ca.gov

* + 1. Notice to the Contractor shall be directed in writing to:

Contractor: TBD

Attn: TBD

Address1: TBD

Address2: TBD

* + 1. Other than for Notices, the Contractor may be contacted as follows:

Attn: TBD

Telephone: TBD

Facsimile: TBD

Email: TBD

1. Manner of Performance of Work

##### The Contractor shall complete all Work specified in these Contract Documents to the Judicial Council's satisfaction and in compliance with the Nondiscrimination clause, as set forth in this Exhibit B.

1. Agreement Term Options
   1. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor’s own risk; provided however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
   2. The Agreement Term shall be one-year with four (4) option years, renewable at the discretion of the Judicial Council.

1. Acceptance of the Work
   1. The Judicial Council’s Project Manager (“Project Manager”) shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
   2. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
      1. Timeliness: The Work was delivered on time;
      2. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
      3. 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).
   3. The Contractor shall provide the Work to the Judicial Council, in accordance with direction from the Project Manager. The Judicial Council shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Judicial Council’s Project Manager shall use the Acceptance and Signoff Form, provided as Exhibit E, Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.
   4. If the Judicial Council rejects the Work provided, the Judicial Council’s Project Manager shall submit to the Contractor a written rejection using Exhibit E, Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the

Judicial Council 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.

* 1. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the Judicial Council and a principal of the Contractor, as set forth in subparagraph F below.
  2. If agreement cannot be reached between the Judicial Council’s Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the Judicial Council, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Judicial Council, 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 Judicial Council 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 Judicial Council may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.
  3. Acceptance. Pursuant to Exhibit B, Special Provisions, Section 8, Acceptance of the Work, acceptance of the Exam Development Work will be based on the Contractor’s completion of thorough test development and test validation processes, including the following:
* Approval of LAAC/NCSC will be garnered before any work on an NCSC test bank exam is conducted;
* Initial consultation with Judicial Council Project Manager, and NCSC/Language Access Services Section Subject Matter Experts (SMEs) when required, to prepare test maintenance activities in accordance with NCSC (prior Consortium) guidelines;
* Contractor conducts meeting, including JUDICIAL COUNCIL, with identified SMEs in identified languages and selected TDM to establish guidelines for maintenance work;
* Facilitate and monitor maintenance activities, including periodic reports to Judicial Council and NCSC with opportunities for input;
* Revise scoring units as appropriate and consult with NCSC’s SMEs to determine approval of final selected scoring units;
* Finalize Exam maintenance for SME review (including NCSC);
* If needed, coordinate meeting with 3-5 Subject Matter Experts in each identified language to review and validate translation, make revisions, and identify scoring units;
* If needed, coordinate and facilitate the recording of Exam content in identified languages;
* If needed, coordinate and facilitate final editing of recordings with SMEs in identified languages;
* Submit recorded Exam content and revised script content to the NCSC (prior “Consortium” function) for review and approval;
* When working on new exam version development, maintenance projects, scoring guide development or revisions, and/or thorough exam assessments, Contractor will provide a TDM of NCSC approved caliber, experience and subject matter knowledge;
* Contractor will have a project coordinator from their own staff assigned to these projects to conduct logistics and in all other methods support the TDM. Contractor will ensure that TDM will lead the SMEs in the development of the work products;
* Ensure all four sections are developed/maintained according to established standards.
* Ensure that a robust scoring guide is created for each new exam version developed;
* Develop and revise scoring units as appropriate and consult with TDM and SMEs to determine approval of final selected scoring units;
* Ensure that all new exams corresponding recordings are developed according to establish standards;
* Coordinate and facilitate final editing of recordings with SMEs in identified languages;
* Submit recorded Exam content and revised script content to the TDM for review and approval; and,
* Revise, fix and complete scripts and transmit to Judicial Council.

1. Subcontracting

##### The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

1. 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 confirm to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

1. Changes and Amendments

##### Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

1. Accounting System Requirement

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

1. 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.

1. Audit

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

1. Copyrights and Rights in Data

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

1. Ownership of Results
   1. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the Judicial Council.  Upon the Judicial Council's written request, the Contractor shall provide the Judicial Council with all this Data within thirty (30) Days of the request.
   2. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the Judicial Council.
2. Ownership of Intellectual Property, Etc.
   1. Unless the Contractor and the Judicial Council reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the Judicial Council’s requirement (a) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the Judicial Council shall be treated as if it were “work for hire” for the Judicial Council, and (b) the Contractor will immediately disclose to the Judicial Council all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “Creations”) made, in whole or in part, by the Contractor in the course of or related to providing services to the Judicial Council.
   2. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Judicial Council, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the Judicial Council, without any additional compensation and free of all liens and encumbrances of any type.  The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the Judicial Council.  The Contractor agrees to execute any documents required by the Judicial Council to register its rights and to implement the provisions herein.
3. Insurance Requirements
   1. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
   2. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
      1. Workers' Compensation at statutory requirements of the state of residency.
      2. Employers' Liability with limits not less than $1,000,000.00 for each accident.
      3. Commercial General Liability Insurance with limits not less than $1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
      4. Business Automobile Liability Insurance with limits not less than $1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
      5. Professional Liability: $1,000,000.00.

* 1. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the Judicial Council and shall be the sole responsibility of the Contractor.
  2. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
     1. The Judicial Council, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
     2. To the extent of the Contractor’s negligence, the Contractor’s insurance coverage shall be primary insurance as respects the Judicial Council, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
     3. The Contractor’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
  3. The Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Judicial Council's request.
  4. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, the Contractor shall, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

(Modify number of days and address information, as appropriate – consider solicitation document.)

* 1. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Judicial Council of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Manager, Contracts, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

1. Confidentiality
   1. Both the Judicial Council and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to the Contractor.
   2. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Judicial Council’s Confidential Information on a “need to know” basis to the Contractor’s employees and Subcontractors and, as directed by the Project Manager, representatives of the Judicial Council that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor’s clients and business.
   3. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
2. Conflict of Interest
   1. 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 Judicial Council 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.
   2. The Contractor certifies and shall require any Subcontractor to certify to the following: Former Judicial Council 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.
3. 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 Judicial Council 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 Judicial Council will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council 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 Judicial Council 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.

1. Drug-Free Workplace

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

1. Americans with Disabilities Act

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

1. California Law

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

Dispute Resolution

The parties shall deal in good faith and attempt to resolve potential disputes informally. The parties agree that all disputes arising out of or relating to this Agreement that cannot be resolved informally shall first be submitted to non-binding mediation. If said non-binding mediation is unsuccessful, the parties agree to submit all disputes to binding arbitration to be held in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, as such rules shall be in effect on the date of delivery of demand for arbitration. Such arbitration shall be held in San Francisco, California. The arbitration of such issues, the determination of the amount of any damages of either party, or the decision of the arbitrator, or a majority of the arbitrators, shall be final and binding on both parties. All fees associated with the arbitration shall be borne equally by the parties, and each party shall bear its own attorney fees and costs.

1. 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.

1. 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.

1. Signature Authority

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

1. 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.

1. Judicial Branch Contracting Law Provisions

##### The Judicial Branch Contracting Law (JBCL) provisions are 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.

* 1. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true, and shall cause these representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the Judicial Council if any representation and warranty becomes untrue.
     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.
     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.
     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 Judicial Council.
  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.
     1. **Agreements over $10,000.** This Agreement is subject to examinations and audit by the California State Auditor for a period of three years after final payment.
     2. **Agreements over $50,000.** No 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).
     3. **Agreements of $100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provisions of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity. 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. **Contractor certifies, under penalty of perjury**, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) 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); and (iii) 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).
     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 & Institutions Code section 11200 and PCC 10353.
     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 Judicial Council to enter into this Agreement pursuant to PCC 2203(c).
     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.
     7. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements**. If Contractor will sell to the Judicial Council, 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.
     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 Judicial Council 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 Sweat Free 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 Judicial Council.
     9. **Agreements for which Contractor Has Committed to Achieve DVBE Participation.**  Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise (“DVBE”) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
     10. **Agreements Resulting from Competitive Solicitations.** 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 the Contractor. If the Judicial Council 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 Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the 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 the Contractor, the Judicial Council 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 Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
     11. **Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Judicial Council; (ii) adhere to litigation plans designated by the Judicial Council, if applicable; (iii) adhere to case phasing of activities designated by the Judicial Council, if applicable; (iv) submit and adhere to legal budgets as designated by the Judicial Council; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Judicial Council; and (vi) submit to legal bill audits and law firm audits if so requested by the Judicial Council, whether conducted by employees or designees of the Judicial Council or by any legal cost-control provider retained by the Judicial Council for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Judicial Council. 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 the 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.
     12. **Agreements Allowing for Reimbursement of Contractor’s Costs.** Contractor must include with any request for reimbursement from the Judicial Council 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 Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
     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.

1. 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 Judicial Council.

**EXHIBIT C**

**PAYMENT PROVISIONS**

1.0 Application Fees

* 1. The Application Fees that the Contractor is authorized by the Judicial Council to collect from Exam applicants who wish to take one (1) of the Exams shall be as set forth in the following Table 1:

Table 1: Exam Type, Not To Exceed Application Fee per Exam, and Effective Dates

|  |  |  |
| --- | --- | --- |
| *Exam Type* | *Not To Exceed Application Fee Per Exam* | *Effective Dates* |
| Written Exam | $ | Effective TBD, 2017 |
| Bilingual Interpreting Exam | $ |
| Oral Proficiency Exam | $ |
| Rescheduled Exam | $ |

* 1. The Contractor is solely responsible for collecting, holding, and accounting for the Application Fees, in addition to accurately reporting them to the Judicial Council pursuant to the terms and conditions of this Agreement.
  2. Contract Amount
  3. The total amount the Judicial Council may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the actual costs not to exceed the amounts for the periods set forth in Table 2, below

Table 2: Cost of Deliverables

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Deliverable** | **Tasks** | **Estimated Completion Date (TBD)** | **Quantity** | **Unit of Measure** | **Firm Fixed Price Per Unit** | **Not to Exceed Amount** | **Invoice Due By** |
| 1 | Project Management and Communications | Reference Exhibit D, Work To Be Performed | TBD | 1 year documented in 1 report | Per testing program (This encompasses all contractor activities under this Contract.) | TBD | TBD | TBD |
| 2 | Annual Summary of Examination Activities | Reference Exhibit D, Work To Be Performed | TBD | 1 report covering all exam types | Per report | TBD | TBD | TBD |
| 3 | Final disposition of Written, Bilingual Interpreting Exam, and Oral Proficiency Exam Appeals | Reference Exhibit D, Work To Be Performed | TBD | 1 report covering all exam appeals for exams taken during the 12 month activity period | Per report | TBD | TBD | TBD |
| 4 | First Six Months Report on Written Exam On-Going Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 report including multiple components | Per Report | TBD | TBD | TBD |
| 5 | Second Six Months Report on Written Exam On-Going Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 report including multiple components | Per report | TBD | TBD | TBD |
| 6 | Written Exam Maintenance, Development and Republishing | Reference Exhibit D, Work To Be Performed | TBD | 1 complete project | Per project | TBD | TBD | TBD |
| 7 | Proctor Services | Reference Exhibit D, Work To Be Performed | TBD | 1 year of services documented in one report | Per report | TBD | TBD | TBD |
| 8 | Remote Refresher Training for Experienced Raters | Reference Exhibit D, Work To Be Performed | TBD | 1 year of appropriate refresher training | Per report documenting one year of services | TBD | TBD | TBD |
| 9 | Rater Recruitment and Selection for Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 25 in one year | Per rater successfully recruited, passing any required exams, signed oaths, signed agreement of responsiveness to future requests for rating. | TBD | TBD | TBD |
| 10 | In Person Rater Training w NCSC | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of one training within one year | Per multi-day training | TBD | TBD | TBD |
| 11 | In Person Rater Training California Only Languages | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of one training within one year | Per multi-day training | TBD | TBD | TBD |
| 12 | Specific Language Rater Training | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of four within one year | Per two hour session | TBD | TBD | TBD |
| 13 | Report on First Six Months of Administration of Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report encompassing multiple components | TBD | TBD | TBD |
| 14 | Additional Re- Scoring Summer/Fall Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 set of borderline reports | Per report documenting all re-scorings from the administration | TBD | TBD | TBD |
| 15 | Pre-consensus Rater Capture and Analysis for Summer/Fall Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information | TBD | TBD | TBD |
| 16 | Post- Consensus Item Level Capturing Summer/Fall Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information | TBD | TBD | TBD |
| 17 | Report on Second Six Months of Administration of Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report encompassing multiple components | TBD | TBD | TBD |
| 18 | Additional Re- Scoring Winter/Spring Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 set of borderline reports | Per report documenting all re-scorings from the administration | TBD | TBD | TBD |
| 19 | Pre-consensus Rater Capture and Analysis for Winter/Spring Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information | TBD | TBD | TBD |
| 20 | Post-Consensus Item Level Capturing Winter/Spring Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information | TBD | TBD | TBD |
| 21 | Post consensus item analysis and reports on Bilingual Interpreting Exams (per version, can combine candidates across administrations) | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 8 | Per exam version (can combine candidate attempts across multiple administrations) | TBD | TBD | TBD |
| 22 | Special Report Multi-Year Candidate | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report | TBD | TBD | TBD |
| 23 | Thorough exam assessment | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 3 in one year | Per exam version | TBD | TBD | TBD |
| 24 | Special thorough exam assessment | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 3 in one year | Per exam version | TBD | TBD | TBD |
| 25 | Development of a full new exam for California | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per exam version including all related items | TBD | TBD | TBD |
| 26 | Development of a full new exam with NCSC | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per exam version including all related items | TBD | TBD | TBD |
| 27 | Major maintenance of a California only exam | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per project | TBD | TBD | TBD |
| 28 | Major maintenance of an exam in the NCSC bank | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per project | TBD | TBD | TBD |
| 29 | Minor maintenance of a California only exam | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 2 in one year | Per project | TBD | TBD | TBD |
| 30 | Minor maintenance of an exam in the NCSC bank | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 2 in one year | Per project | TBD | TBD | TBD |
| 31 | Stand-alone scoring guide update | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 3 in one year | Per exam version scoring guide | TBD | TBD | TBD |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 32 | First Six Month Report on OPE On-Going Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report | TBD | TBD | TBD |
| 33 | Second Six Month Report on on-going OPE administration | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report | TBD | TBD | TBD |
|  | **PREFERRED BUT NOT REQUIRED FOR RESPONSIVENESS TO RFP** | | | |  |  |  |  |
| 34 | ASL/DI: Job Task Analysis, Knowledge Skills and Abilities, Testing Assessment, Testing Options. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |
| 34 | ASL/DI: Methods for increasing objectivity in rating performances. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |
| 35 | ASL/DI: Rubric for rating of candidate-provided video of candidate interpreting, set cut score, and rater development. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |
| 36 | ASL/DI: New exam development, set cut score, and rater development. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |
| 37 | ASL/DI: Existing exam modification, set cut score, and rater development. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |
|  | OPTIONAL WORK |  |  |  |  |  |  |  |
| A | Robust Remote Rater Calibration Training (ROD TO REVIEW from Contract Perspective) | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |
| B | Internet Learning Platform | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project | TBD | TBD | TBD |

2.2 As more specifically set forth in paragraph 3, Payment for Contract Work, of this Exhibit, the total amount the Judicial Council may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the actual costs, and shall not to exceed the amounts for the periods as set forth in Table 3, below.

Table 3: Period and Not to Exceed Amounts

|  |  |
| --- | --- |
| *Period* | *Not to Exceed*  *Amount* |
| TBD 2017 through TBD 2018 | $250,000 |
| TBD 2018 through TBD 2019 | $250,000 |
| TBD 2019 through TBD 2020 | $250,000 |
| TBD 2020 through TBD 2021 | $250,000 |
| TBD 2021 through TBD 2022 | $250,000 |
| Not to Exceed Total Contract Amount | $1,250,000 |

* 1. The Contractor has estimated the costs and expenses necessary to complete the Work. The Judicial Council’s acceptance of the Contractor’s proposal and price does not (i) imply that the Judicial Council approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.
  2. Payment for Contract Work
  3. For performing the Work of this Agreement (Deliverables) as described in Attachment 14, Unified Deliverable and Cost the Contractor shall collect and retain all fees in accordance with market rates for the administration of exams as set forth in Table 1 of this Exhibit C. All services will be covered by candidate fees, except those specific Deliverables outlined in Table 2. As examples, contractor covers from candidate fees, the costs of proctors, proctor supervisors, test centers and all exam sites, OPE raters, and Bilingual Interpreting Exam raters, rater supervisors, and any other test administration/delivery and rating/scoring associated costs, and storing all related data and materials.
  4. The Judicial Council shall establish the application fees per exam set forth in Table 1, above. On April 1 of each year, the Application Fees Per Exam set forth in Table 1 of this Exhibit C, may be increased upon the parties’ execution of a bi-lateral Amendment to this Agreement, not to exceed the percentage change in the Employment Cost Index for private industry workers in the Management, Professional, and Related occupational group, from January to December of the prior year. Adjustments will not occur unless Contractor requests an increase in writing. If Contractor does not request an increase by March 1, the then-current rates may remain in effect for the applicable year. Any adjustment shall not be retroactive to a prior year.
  5. The Judicial Council shall compensate Contractor the amounts set forth in Attachment 14, Unified Deliverable and Cost. The amounts set forth herein are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the Judicial Council under this Agreement. The Judicial Council reserves the right to deduct from any invoices for Work, all reasonable costs and expenses incurred by the Judicial Council (including those associated with the time and resources expended by the Judicial Council) as a result of any late delivery of a Deliverable, unless agreed upon in advance in writing between the parties. The Judicial Council Project Manager will promptly notify the Contractor in writing when a deduction is applicable.
  6. The parties acknowledge and agree that the Judicial Council makes no guarantee or promise as to (i) the minimum number of candidates that may apply to take any Exam provided for under this Agreement; or (ii) that the Contractor will receive a specific volume of work under this Agreement; or (iii) that the Contractor will receive a minimum volume of Application Fees; or (iv) receive a specific total contract amount, and nothing contained herein shall be deemed to constitute, or interpreted to mean, any such guarantee or promise.
  7. Except as may be revised by Amendment only, the total amount the Judicial Council may pay the Contractor, pursuant to this provision, shall not exceed the Contract Amount of $TBD.

4.0 Total Compensation

The parties acknowledge that the total compensation the Contractor may receive for the Work of this Agreement will be the sum of the actual cost not-to-exceed Contract Amount as set forth in Section 2 of Exhibit C, Contract Amount, and calculated pursuant to Attachment 14: Unified Deliverable and Cost, and the actual amount of Application Fees collected as set forth in Table 1.

5.0 Direct Expenses

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

6.0 Other Expenses

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

7.0 Taxes

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any Subcontractor’s employees’ wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

8.0 Method of Payment

* 1. The Contractor shall submit an invoice for Work provided upon completion of the Deliverables, as set forth in Exhibit D, Work to be Performed, but no more often than once a month. After receipt of invoice, the Judicial Council will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
  2. Together with its invoice, the Contractor shall submit a statement setting forth the total amount of Application Fees collected, including the number and type of Exam applications (i.e., Certified Court Interpreter Exam or Registered Court Interpreter Exam) and associated Application Fees.
  3. The Judicial Council will make payment in arrears after receipt of the Contractor’s properly completed invoice. Invoices shall clearly indicate the following:
     1. The Contract number;
     2. A unique invoice number;
     3. The Contractor's name and address;
     4. Taxpayer identification number (the Contractor’s federal employer identification number);
     5. A statement indicating the number of Exams administered, type of Exams, and Exam site locations, as well as description of other completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
     6. The contractual charges, including the appropriate contractual charges, or price(s) as set forth under this Contract; and,
     7. Preferred remittance address, if different from the mailing address.
  4. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California

C/o Administrative Division, Accounts Payable

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102-3688

* 1. Final Invoicing
     1. Contractor must submit invoices no later than the “Invoice Due By” date identified for each Deliverable in Table 2 in this Exhibit. The Judicial Council may not be responsible for payment of invoices received after the “Invoice Due By” date.
     2. For the very last Invoice to be processed against this Agreement, Contractor will identify it as the “Final Invoice.”
  2. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

9.0 Non-Duplication of Funds

The Contractor and Subcontractor(s) certify that there are no ongoing or completed projects with the Judicial Council, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Contractor agrees that any pending or proposed request for other funds that would duplicate or overlap work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council.

10.0 Disallowance

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

Payments may be reduced if deliverables are: 1) not up to acceptable standards, 2) are late, or 3) not submitted.

11.0 Payment Does Not Imply Acceptance of Work

The granting of any payment by the Judicial Council as provided herein, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected.

At the time such payment was made, Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

*END OF EXHIBIT*

**EXHIBIT D**

**WORK TO BE PERFORMED**

1.0 Summary of Work

The Judicial Council of California, as part of its charge to administer justice in the State of California, oversees and administers the Judicial Council’s court interpreter testing program to promote equal access to justice for all Californians. These testing program applies established standards for providing and maintaining competent spoken-language interpretation of court proceedings. The Contractor shall provide the Work as set forth below in connection with administering court interpreter Exam content, and conducting selected exam development projects.

This Exhibit is organized into several sections, listed here for ease of reference:

1. Examination Services Not Specific to One Exam or that Cross Over Multiple Exam Types
2. Written Exam Administration and Exam Development Services
3. Bilingual Interpreting Exam Administration and Exam Development Services
4. Oral Proficiency Exam (OPE) Administration Services

Sections 6.0 through 8.0 listed below, are preferred, they are not required:

1. Signed Language Test Projects (these are ones we prefer that vendors bid on, but they are not required to bid on them in order to be responsive)
2. Optional Work-Robust Remote Rater Calibration Training (these are ones we are interested in hearing about vendor capability to perform, and in getting bids on, but we would want to have another step in the process before confirming to move ahead – such as a specific amendment)
3. Optional Work-Internet Learning Platform for Prospective Court Interpreters. (these are ones we are interested in hearing about vendor capability to perform, and in getting bids on, but we would want to have another step in the process before confirming to move ahead – such as a specific amendment)
4. Examination Services Not Specific to One Exam or that Cross Over Multiple Exam Types

2.1 Public Access to Exam Information. Contractor shall perform the tasks in subparagraphs 2.1.1 through 2.1.4, which are in relation to providing public access to Exam information:

* + 1. Design and maintain a web site (including multiple pages) for the Court Interpreter Exam programs and include information on the administration of Written Exam, OPEs, and Bilingual Interpreting Exams. The design of the web site will include 1) maximization of page ranking, 2) instructions for submitting registration forms via mail or over-the phone for all Exams, 3) detailed information regarding payment options, including the use of credit cards (Visa® or MasterCard®), and 4) web-based access to Exam information, including but not limited to:
       1. Exam dates and locations;
       2. Exam preparatory materials;
       3. Best current information on each exam type being offered:
          1. Bilingual Interpreting Exams: include information about which dialects and written scripts are being tested in each language, to the maximum degree this information can be shared consistent with NCSC policy. Information is to include, but it not limited to, hyperlinks to NCSC exam descriptions for candidates.
          2. Oral Proficiency Exams:

Detailed information about the Oral Proficiency Exams for multiple audiences including candidates for registered interpreter status, and for bilingual court staff seeking only to document their speaking proficiency in a given language. This may require two distinct web pages.

Include information about which languages and dialects are being offered, to the maximum degree this information can be shared.

Include detailed information about the Oral Proficiency Exam rating scale, currently the American Council on the Teaching of Foreign Languages (ACTFL) scale.

* + - * 1. Written Exam: include information about which types of subject matter are covered in the exam, to the maximum degree this information can be shared consistent with NCSC policy. Information is to include, but it not limited to, hyperlinks to NCSC exam descriptions for candidates.
      1. Information on the certification/registration process;
      2. Exam registration applications, instructions, and payment policies;
      3. Exam cancellation, refund, and rescheduling procedures and policies;
      4. Description of minimum qualifications for Rater Panel members and description of ongoing quality control of rating process;
      5. Appeals process;
      6. Explanation of the scoring procedures;
      7. Explanation of ADA provisions; and,
      8. Explanation of confidentiality policy.
    1. Design, develop, and publish candidate materials to include Exam information, in accordance with the specifications of the Judicial Council Project Manager. The Contractor will make such materials available for download on the webpage. Upon request, the Contractor will provide a hardcopy by mail to candidates at no additional cost.
    2. Staff and maintain a call center and centralized e-mail response center with Pacific Time zone operation hours of 8:00 a.m. to 5:30 p.m.to process Exam registrations and answer questions regarding the Exam administration process. The Contractor will provide relevant materials to call center and e-mail response center staff and ensure trained staff is available to answer candidate questions in a timely and professional manner.
    3. Targeted candidate communications. Contractor will regularly pull ad hoc reports for Judicial Council on sub-groups within the candidate population. Contractor will conduct targeted communications to sub-groups of candidates at Judicial Council request, including but not limited to: reminding eligible candidates of upcoming exam administration dates, notifying selected candidates of upcoming training opportunities, identifying groups of near passers in different languages for outreach and recruitment purposes including targeted training. This will include additional reports and communications reasonably requested by the Judicial Council Project Manager.
  1. Annual Summary of Exam Activities. Each 12-month period, Contractor shall provide one written Annual Summary of Exam Activities summarizing the following for the contract period:

2.2.1 Written Exam:

Summary of 12 months’ total number of candidates that have taken the exam, and total number that have passed the exam, and total demographic picture of Written Exam candidates for the year including by passing/non-passing. The annual summary should cross reference to Attachment 14, Deliverable 4 and Deliverable 5 to direct readers to written exam question performance.

2.2.2 Bilingual Interpreting Exam:

Summary of 12 months’ total number of candidates that have taken the exam, and total number that have passed the exam, and total demographic picture of Bilingual Interpreting Exam candidates for the year including by passing/non-passing. Summary for the 12-month year of number of candidate that have taken, and those that have passed, in each language.

The annual summary should cross reference to Attachment 14, Deliverables 13, 14, 15, 16, 17, 18, 19, 20 and 21; 7, 8, 9, 10, 11 and 12. This report will include the number of raters used per administration, and specification of which exam versions of which languages were administered during the two Bilingual Interpreting Exam administrations during the year.

Written discussion of any problems encountered and any proposed changes to the work necessitated by these problems.

2.2.3 Oral Proficiency Exams (OPEs):

Summary of 12 months’ total number of candidates that have taken the exam, and the languages that they tested in. Report will cross reference to Attachment 14, Deliverables 32 and 33.

2.2.4 Additional items contractor will include in the annual summary:

1. Information about revision or rotation of exam items/exam materials not referenced in other reports.
2. Call center volume and number of minutes of each call.
3. Website hits for Candidate Information Bulletin.
4. Summary of Candidate escalation process/problems encountered during the year.
5. Contractor will report on data capturing system elements and rate of successful functionality.
6. Contractor will also describe in this report substantial communications and website updates completed during the year.
7. Cross Reference to Attachment 14, Deliverable 3 for total appeals and resolutions, and include the total number of appeals broken down by exam type.
8. Annual summary of activities will also include a report on changes in Contractor staff. Within two weeks prior to a change occurring. On-boarding. Resume and scope of work, and he or she will join in two weeks.

2.2.5 Inclusion of information in this annual summary does not prevent these items from being reported in other formats at other times in the exam cycle.

* 1. Project Management. Each aspect of this exam program necessitates multiple levels of extensive project management within the Contractor’s realms of responsibilities over three types of exams. This includes coordination with NCSC, and Language Testing International (LTI), among others. It involves integration of many arenas, including customer service throughout the candidate contact process, resolving issues that arise, managing multiple streams of historic and current data and information, and continually improving the way in which the operations are managed and adapt to change. It includes planning, coordination and implementation for all three exams, this includes the rating processes for the Bilingual Interpreting Exam. As part of project management, Contractor will respond to requests within two business days, along with all other standards of project management.
     1. Contractor will conduct weekly phone meetings with Judicial Council project staff providing updates on all areas of the exam program.
     2. Contractor will submit report at the end of each activity period summarizing all project management activities and quality improvement initiatives undertaken during the activity period.
  2. Candidate Appeals. The Contractor shall receive, evaluate, investigate and appropriately respond to all candidate appeals for exams administered by contractor, or its sub-contractors. Contractor will develop and implement an appeals process, before administering any Exams, to address candidate complaints concerning the Exam administration process.
     1. Contractor will allow candidates to file an appeal within 60 days of receipt of examination results.

Contractor will acknowledge receipt of appeal within 48 business hour of receiving it.

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2.4.3 The following chart outlines the roles of Contractor and Judicial Council regarding appeals and results of appeals.

|  |  |  |  |
| --- | --- | --- | --- |
| **Appeals Regarding the Following Topics (Any exam type)** | **Receive and Acknowledge Appeals** | **Evaluate Appeal and Determine Outcome** | **Communicate Appeals Outcome to Candidate, and Document and Summarize in Reports** |
| *ADA* | Contractor | Contractor | Contractor |
| *Equipment malfunction* | Contractor | Contractor | Contractor |
| *Natural disasters and other irregularities in exam administration (including equipment malfunction)* | Contractor | Contractor | Contractor |
| *Manifestation of bias* | Contractor | Contractor (can consult with Judicial Council on assertions of rater bias) | Contractor |
| *Exam content of OPE* | Contractor | Contractor | Contractor |
| *Exam content of Written or Bilingual Interpreting Exams* | Contractor | Judicial Council will consulted on response | Contractor |
| *Rater training and selection* | Contractor | Judicial Council will be consulted on response | Contractor |

2.4.4 The Contractor shall provide the Judicial Council Project Manager with annual written report about appeals, including details on any and all appeals, in addition to the on-going reporting during regular phone meetings. The written report shall include a review of the details of the appeal, a copy of the appeal letter, and a discussion of the actions taken to resolve the appeals. Details of the appeal include the total number of appeals this particular candidate has filed during that candidate’s testing history.

2.4.5 Contractor will bear the costs to resolve all appeals associated with Exam administration, scoring services and other services performed by the Contractor, including but not limited to retesting and special retesting.

* 1. Candidate Level Data Capture and Report Generation Capacity. Contractor captures and stores historic and newly occurring candidate exam attempt histories for all candidates. This includes specific tracking of testing pathways for both registered and certified court interpreter pathways, including multiple languages. Contractor will track exam pre-requisites and test process completion information.
     1. Contractor must have the following information capturing and reporting capabilities:
        1. Candidates’ Language(s) of intent, meaning the languages in which they intend to pursue certified and/or registered status court interpreter, and/or the other purpose for which they may be testing such as bilingual staff measurement of speaking ability. Up to five (5) languages of intent are to be captured for each candidate as applicable.
        2. All existing and modified candidate exam pathways, including:

2.5.1.2.1 Registered Status Court Interpreter pathways:

Can include a candidate taking and passing three (3) exams, in any order: OPE in English, OPE in non-English language, and Written Exam.

Specialty pathways can include: exemption from requirement to take English OPE if candidate has:

* Previously passed an English OPE for another registered language, or
* Previously passed a full Bilingual Interpreting Exam.

System must also reflect current written exam lifespan policy.

2.5.1.2.2 Certified Status Court Interpreter pathway:

Primary path: candidate takes and passes written exam, and within the lifespan of that written exam takes and passes the bilingual interpreting exam.

2.5.1.2.3 Bilingual Staff pathway:

Generally, includes taking one Oral Proficiency Exam at a passing level determined by the employer court.

* + - 1. Contractor must continuously update their systems to reflect programmatic processes for certified and registered court interpreter candidates including fully functional reporting and status tracking of candidates. For example, if the Judicial Council decides to implement the OPE in one or more languages as a required pre-requisite for Certified status candidates, the contractor must update their systems to reflect this.
    1. Candidate Management System: Contractor will provide a web-enabled interface through which candidates can manage their progress in the testing pathways and monitor their own exam history.

2.5.3 Judicial Council will receive timely and complete “passers” data for all pathways. Contractor will provide “passers” list for each bilingual interpreting exam administration at the completion of scoring processes, generally once every six months. Contractor will utilize Candidate Level Data Capture and Report Generation Capacity to provide monthly “passers” data list to Judicial Council about registered status candidates who have completed the pathway during the prior month. Details of the requirements for each passers list are included in subsequent chapters of this Exhibit.

* + 1. In providing the Exam Administration and Exam Development Work of the Agreement, the Contractor shall perform the Tasks and provide the Deliverables as outlined in Table 4 at the end of this Exhibit.

1. Written Exam Administration and Exam Development Services

3.1 Contractor shall perform the on-going activities set forth in this section 3.0 which are associated with the administration and development of the Court Interpreter Written Exam (previously known as the “English-only Written Exam” and also currently known as the NCSC/ Prior “Consortium for Language Access in the Courts” Written Exam – it is hereinafter referred to as the “Written Exam”).

3.2 Data Collection. Analysis, and Reporting. The Contractor shall perform the following tasks in relation to data collection, analysis, and reporting with respect to the Written Exam:

3.2.1 Submit to the Judicial Council Project Manager on a semiannual basis a written report of all pre-exam demographic data, aggregated post-exam data and statistical data per candidate scheduled during the reporting period as described below.

* + 1. Registration and scheduling of the Written Exam will be available on-line and also via telephone.
    2. Pre-exam demographic data for candidates:

List of information to be gathered from candidates. This information is to be gathered during the registration process, and collection should not be delayed until the candidate is on-site at the exam administration. (If registration and scheduling is done via telephone, all reasonable efforts should be made to collect the information for each candidate before the day of their exam appointment.)

*I. Demographics*

Name as appears on Government Issued ID (with prefix option);

Address of home residence;

Email address;

Phone number;

Date of birth; (computer to extrapolate age)

*II. Languages*

Native language;

Self-described strongest language;

*III. Education and Training*

Highest Level of education in English;

Highest level of education in paired language(s);

Primary experience with Interpreting

(For family, for community events, as part of work but not primary responsibility, primary responsibility of work);

Highest Level of Interpreter Training;

Which Training participated in (including name of organization);

Experience in other sub-fields of interpreting (such as healthcare, community, and conference)

*IV. Additional Questions*

List of interpreting related organizations, memberships or affiliations that the candidate has, including: California Healthcare Interpreting Association (CHIA), American Translators Association (ATA), National Association of Judiciary Interpreters and Translators (NAJIT), and additional to be defined by the Project Manager. An “other” option must be included which can be checked and then must have a way for candidate to fill-in information about the additional entities.

How Initially Learned about the Profession (include specification under “other” category, such as have the candidate fill-in the name of the specific conference or event)

Current Work Status (are they currently a court interpreter, self-disclose regarding independent contractors or employees in another language of certified and registered; retraining for a new career)

*IV. Questions about Certification/Registration/Bilingual Exams History*

How the candidate learned about the certified/registered exam?

Number of Times Taken the OPE (if applicable)

Number of Times Taken the Written (if applicable)

Number of Time Taken a Bilingual Interpreting Exam (if applicable)

*V. Exam Registering for Today*

Target language for the examination you are registering for today

Name of the test being registered for

Date on which registration/scheduling is completed

Date on which testing appointment is scheduled (which the person will be taking the exam)

How Long Prepared for this Exam

What Methods Utilized to Prepare for this Exam?

If you took a special exam preparation course, which one? (Open field)

* + 1. Semi-Annual Written Reports: Contractor shall submit to the Judicial Council Project Manager on a semi-annual covering six months of administration of the written exam a report including four components: List of all candidate takers including passers and failers; Report on examinee registration demographic survey data; written exam item-level performance report; and, Additional administration performance indicators.
       1. List of all candidate takers including passers and failers, List of all Written Exam candidates scheduled during the six-month reporting period, including names, addresses, telephone numbers, email address and similar identifying information. (Excel format.) This will include statistical data per candidate: Pass/fail status; Exam version administered. Contractor will maintain raw and weighted scores on each question for each exam taken, but will not include that detail in the data provided to Judicial Council, unless specifically requested.
       2. Report on examinee registration demographic survey data (Cross cut by pass/fail status);

A narrative description of the number of candidates registered, scheduled and tested during the six-month time period. This will include aggregated, post-exam data for all candidates:

* + 1. Overall numbers of takers, passers and failers;
    2. passage/fail rates;
    3. Pass/fail rates by Exam site;
    4. Pass/fail rates in correlation with demographic data; and
    5. Other information as the Judicial Council Project Manager may reasonably request within the scope of the Agreement.
       1. Written exam item-level performance report (all exam versions); Report on the item level performance of each question from both exam forms. (Psychometric data.)

3.2.3.4 Additional administration performance indicators.

* + - * 1. Discussion of any issues with proctors and site supervisors, including what happened and how it was resolved;
        2. A discussion of any other problems encountered and any proposed changes to the Work necessitated by these problems;
        3. A description of all appeals received during the previous six-month period, including actions taken to resolve the appeals;
        4. Include any proposed changes.

Changes out of scope will be subject to the conditions set forth in Exhibit B, Special Provisions, section 11, Changes and Amendments.

* + 1. Contractor shall provide oral reports on the volume of Written Exam test-takers at weekly scheduled conference calls with the Judicial Council Project Manager. Oral reports will include, but not be limited to: analysis of volume by test site, and projections regarding future test volume.

Lifespan of Written Exam scores.

As of January 1, 2018, all written exams previously taken or taken in the present and moving forward will have a four-year lifespan.

* 1. Retake Policy. The Contractor shall track and report to the Judicial Council the pass/fail status of candidates taking the Written Exam. The Contractor will track candidates' eligibility to take subsequent Written Exams based upon the Retake Policy. Currently all candidates must pass the Written Exam in order to sit for the Bilingual Interpreting Exam (if the Bilingual Interpreter Exam is available in the designated language pair). The Written Exam Retake Policy permits a candidate to take a written exam two times per 365 days. However, the candidate must wait a minimum of 90 days before written exam testing opportunities. All NCSC Written Exam administration policies must be followed.
  2. Exam Administration Activities for Written Exams
     1. Prepare Written Exams as previously developed for and/or authorized for use by the Judicial Council for computer-based administration shall include, but is not limited to: SME review of Written Exam content, correction of typographical errors, and final analysis of electronic format;
     2. Administer the Written Exams previously developed for and/or authorized for use by the Judicial Council as set forth in <http://www.ncsc.org/~/media/Files/PDF/Services%20and%20Experts/Areas%20of%20expertise/Language%20Access/Resources%20for%20Program%20Managers/NCSC%20State%20Court%20Interpreter%20Testing%20Desk%20Reference%20Manual%20-%20rev%20January%202017.ashx> which may be revised from time to time, according to an agreed upon schedule.

Administration of the Written Exam will include:

* + - 1. Continuous computer-based administration at predetermined test sites throughout the Judicial Council of Written Exams;
      2. A minimum of 15 predetermined locations for the administration of Written Exams shall include but not be limited to the following areas: Contra Costa County/Bay Area, Sacramento area, San Diego, and Los Angeles area;
      3. Contractor shall schedule Written Exams to adhere with best practices. Scheduling protocols will allow candidates to take the Written Exam a total of two times per the candidate's individual year (365 days). Scheduling practices will also require candidates to wait for a period of ninety (90) calendar days between Written Exams. Contractor will also ensure that Written Exam Material is rotated so that candidates get a different version of the Exam at each sitting.
      4. Contractor shall adhere to all NCSC protocols for administering this exam, as specified here or whatever shall constitute the most current requirements:

<http://www.ncsc.org/~/media/Files/PDF/Services%20and%20Experts/Areas%20of%20expertise/Language%20Access/Resources%20for%20Program%20Managers/NCSC%20State%20Court%20Interpreter%20Testing%20Desk%20Reference%20Manual%20-%20rev%20January%202017.ashx>

* + 1. Distribute all necessary Exam Materials on Exam dates;
    2. Score the Written Exam battery and report the results to both the candidates and the Judicial Council Project Manager within the time spans outlined in this contract;
    3. Prepare and provide computerized scoring of Written Exams to Judicial Council Project Manager, including analysis and diagnostic reports for subtest scores on Written Exams on a semiannual basis;
    4. Provide immediate score reports to candidates at the test location of the Written Exam including a print out;
    5. Perform daily quality assurance checks and validation on all Exam score reports, and notify the Judicial Council Project Manager immediately if a discrepancy in reporting is found;
    6. Monitor and report to the Judicial Council Project Manager on Written Exam test-taker volume by language(s) of intent and Exam site during weekly oral reports;
    7. Maintain an on-demand exam schedule as appropriate but which may be modified, with the approval of the Judicial Council Project Manager, based upon a change in circumstances, such as unavailability or inadequacy of Exam sites;
    8. Ensure that the schedules accommodate Judicial Council holidays and those candidates observing the Sabbath on Saturdays and ensure that Exam site facilities are accessible to applicants with disabilities in compliance with the ADA;
    9. Ensure that necessary accommodations are made in cases of excessive noise or disruptive activity, including, but not limited to ongoing construction, labor disputes, or special occasions or events;
    10. Contractor will report to the Judicial Council Project Manager during regular meetings any changes/accommodations made;
    11. Ensure that there is no discrimination of candidates as to age, sex, race, religion, national origin, physical or mental disability, sexual orientation, or marital status, and include statements on nondiscrimination in every announcement of the Exam program;
    12. Follow internal best practices protocols on verification of preparation of exam materials, distribute to the test center network electronically, review, print, and disseminate Exam Materials, applications, schedules, Exam results and related Materials for all candidates of the Written Exam;
    13. Accept and process applications and Application Fees, using the then- current fee schedule approved by the Judicial Council for Written Exams and any other fees involved. Fees will be based on competitive market rates and will be set for the then- current year of the Agreement and then adjusted as set forth in Exhibit C, Payment Provisions, Section 3, Payment for Contract Work, subsection 3.2.
    14. Select, train, schedule, evaluate, and otherwise manage all Exam Proctors, all other Staff Employees, and Contract Staff who meet the minimum qualifications for Exams and Exam scoring. The Contractor shall establish methods by which Proctors will be identified, recruited, screened, and evaluated, ensuring that Proctors are able to communicate effectively in English language. (Currently the Written Exam is administered in Contractor’s facilities.)
    15. Maintain security procedures to assure the integrity and confidentiality of the exam program and its security from unauthorized access. All NCSC standards regarding security and confidentiality will be conveyed to candidates, and followed. The security plan should also include a contingency plan for documenting steps to be taken in the event that Exam security is compromised;
    16. Candidate Score Reports. The Contractor shall perform on-site score reporting and issue pass/fail score reports immediately to candidates upon completion of computer-based exams. Develop and provide a score report, to each candidate containing customized information, including but not limited to:

1. The percentage of items answered correctly;
2. The percentage required to pass; and
3. The overall pass/fail status.
4. In the event of an unforeseen delay in providing a score report at the test center, create written reprint and mail score report to candidate who do not receive exam scores within a reasonable time. If a delay in exam scores exceeds 45 calendar days from the specified time, the vendor will be responsible for offering a free retake or reimbursement to the test candidate for the exam.
5. Provide evidence to Judicial Council within 15 days of sending scores that Exam scores have been provided to candidates.
   * 1. Rotate provided Exam Materials as appropriate;
     2. Ensure that representatives of the Judicial Council Project Manager adhere to monitoring/observing policies. (The Judicial Council Project Manager may send a representative, with advance notice to the Contractor, to be present at randomly selected Written Exam sessions);
     3. Advise the Judicial Council Project Manager prior to the administration of Written Exams of any substantive change in Exam administration procedures, techniques, or the scope or objectives of the Written Exams; and
     4. Provide information, Exam Materials, and transitional assistance regarding the administration and scoring of the Written Exams to the Judicial Council at the request of the Judicial Council. This includes but is not limited to all candidate attempt histories.
     5. Contractor will update Written Exam score report template at no additional expense to Judicial Council on an as needed basis.
   1. Exam Development Activities for the Written Exam

Written Exam Maintenance. In the case that a Written Exam maintenance project is to be conducted, Contractor shall, as applicable, follow these protocols:

1. Await the Judicial Council successfully securing approval from the LAAC/NCSC prior to commencement of any work;
2. Involve Judicial Council and NCSC in project plan review, provide periodic reports and opportunities for input/changes, and sign-off of final products;
3. Recruit Subject Matter Experts to write and review 60 items to serve as replacements for the flagged items based on that already existing item level analysis (At least 25 items will be usable.);
4. Create two forms with additional questions added, and implement the first republishing for field testing;
5. Have 200 candidates take the expanded forms with questions added (Contractor will cover the costs of the 30 minutes of extended test time, and provide candidates a 10% discount given the longer test.);
6. Conduct form/item review of forms with pretest items;
7. Create two new forms of the exam;
8. Implement the second republishing for computer based testing; and,
9. Provide content of the two new forms to NCSC (though Contractor nor Judicial Council will pay to format into print-ready forms.)
   1. Tasks/Deliverables for Written Exam Administration and Development. In providing the Exam Administration and Exam Development Work of the Agreement, the Contractor shall perform the Tasks and provide the Deliverables as outlined in Table 4 at the end of this Exhibit.
10. Bilingual Interpreting Exam Administration and Exam Development Services
    1. Contractor shall perform the on-going activities set forth in subparagraphs of this section 4.0, which are associated with the administration of the Bilingual Interpreting Examinations. These exams were previously known as “Oral Certification Exams”, “Oral Exams” and NCSC/Consortium Oral Exams. (Hereinafter the exams are referred to as “Bilingual Interpreting Examination” or “Exam”).
    2. Contractor will participate in joint planning session with Judicial Council and NCSC in preparation for each administration of the Bilingual Interpreting Exam. This involves: joint decision-making of exam administration dates, and appropriate exam registration opening and closing dates, making sure the prior administration’s materials have been destroyed as appropriate, appropriate national ID numbers are assigned to each candidate, exam versions are assigned to each candidate for that administration, and all exam materials are successfully and securely transferred before the administration with sufficient time for exam site materials preparation. Coordination requires phone meetings up to weekly frequency at certain times of the year.
    3. Data Collection, Analysis, and Reporting. The Contractor shall perform the following tasks in relation to data collection, analysis, and reporting:
       1. The contractor will collect the following information for each candidate scheduled, and exams taken, during the Exam Cycle as described below:
          1. Pre-exam demographic data for candidates:

List of information to be gathered from candidates. This information is to be gathered during the registration process, not to wait until the candidate is on-site at the exam.

*I. Demographics*

Name as appears on Government Issued ID (with prefix option);

Address of home residence;

Email address;

Phone number;

Date of birth; (computer to extrapolate age)

*II. Languages*

Native language;

Self-described strongest language;

*III. Education and Training*

Highest Level of education in English;

Highest level of education in paired language(s);

Primary experience with Interpreting

(For family, for community events, as part of work but not primary responsibility, primary responsibility of work);

Highest Level of Interpreter Training;

Which Training participated in (including name of organization);

Experience in other sub-fields of interpreting (such as healthcare, community, and conference)

*IV. Additional Questions*

List of interpreting related organizations, memberships or affiliations that the candidate has, including: California Healthcare Interpreting Association (CHIA), American Translators Association (ATA), National Association of Judiciary Interpreters and Translators (NAJIT), and additional to be defined by the Project Manager. An “other” option must be included which can be checked and then must have a way for candidate to fill-in information about the additional entities.

How Initially Learned about the Profession (include specification under “other” category, such as have the candidate fill-in the name of the specific conference or event)

Current Work Status (are they currently a court interpreter, self-disclose regarding independent contractors or employees in another language of certified and registered; retraining for a new career)

*IV. Questions about Certification/Registration/Bilingual Exams History*

How the candidate learned about the certified/registered exam?

Number of Times Taken the OPE (if applicable)

Number of Times Taken the Written (if applicable)

Number of Time Taken a Bilingual Interpreting Exam (if applicable)

*V. Exam Registering for Today*

Target language for the examination you are registering for today

Name of the test being registered for

Date on which registration/scheduling is completed

Date on which testing appointment is scheduled (which the person will be taking the exam)

How Long Prepared for this Exam

What Methods Utilized to Prepare for this Exam?

If you took a special exam preparation course, which one? (Open field)

4.3.1.4 Report on the Each Six Months of Bilingual Interpreting Exam (One full bilingual interpreting exam administration)

Twice a year, contractor will provide a report with five components regarding the Bilingual Interpreting Exam administration. 1) List of all takers and contact information; 2) Passers list; 3) Report on examinee statistical data (demographics); 4) Bilingual Interpreting Exams Section Level Statistics Report. Details of these requirements are described below; and, 5) Additional administration performance indicators.

4.3.1.4.1 List of all takers and contact information; List of all passing and failing Bilingual Interpreting Exam candidates scheduled during the six-month reporting period, including names, addresses, telephone numbers, email address and similar identifying information. (Excel format.)

This will include statistical data per candidate:

* + - * 1. Pass/fail status of the individual;
        2. Exam version administered.

Contractor will maintain raw and weighted scores on each question for each exam taken, but will not include that detail in the data provided to Judicial Council, unless specifically requested.

Contractor will also provide this information including scoring units per section, to NCSC, in their preferred format.

4.3.1.4.2 Passers list; A sub-set of the takers list, containing only the names of those that passed the exam, and their contact information including email address and the language of the exam they passed.

4.3.1.4.3 Report on examinee statistical data (demographics); aggregated description: A narrative description of the number of candidates registered, scheduled and tested during the six-month time period. This will include aggregated, post-exam data for all candidates:

* + 1. Overall numbers of takers, passers and failers;
    2. Passage/fail rates overall and by exam form version;
    3. Pass/fail rates by Exam site;
    4. Pass/fail rates in correlation with demographic data; and
    5. Other information as the Judicial Council Project Manager may reasonably request within the scope of the Agreement.

4.3.1.4.4 Bilingual Interpreting Exams Section Level Statistics Report. Report on the section level performance of each exam version administered during the exam administration. (Psychometric data.)

4.3.1.4.5 Additional administration performance indicators.

* + - * 1. Rater feedback from survey about the administration;
        2. Discussion of any issues with raters and rater supervisors, including what happened and how it was resolved;
        3. Discussion of any issues with proctors and site supervisors, including what happened and how it was resolved;
        4. A discussion of any other problems encountered and any proposed changes to the Work necessitated by these problems;
        5. A description of all appeals received during the previous six-month period, including actions taken to resolve the appeals;
        6. A discussion of any actions taken to ensure Rater quality and consistency as specified in this contract; and,
        7. Schedule status: This section shall state whether the Project is progressing according to the schedule. If delays have been experienced, the section shall include a discussion of how the Work will be brought back on schedule or any necessary revision to the schedule.
      1. Pre-Consensus Item Level Data Capture for each exam taken, including data entry, Analysis and Exam Form Rater Analysis Report. For all bilingual interpreting exam forms administered in an exam cycle, conduct the following:
         1. Capture pre-consensus bilingual interpreting exam rater scoring unit (credit/no-credit also known as correct/incorrect) determinations at an item level, post-consensus results are also to be captured. Data captured should identify the type of scoring unit category.
         2. Calculate and record proportion agreement and Pearson correlation (by item) to quantify two raters’ item-level scoring result agreements. Include rater identification number in these records – tying each exam taken to the specific rater numbers of the raters that evaluated it. This is used as a measure of inter-rater reliability.
         3. Dichotomously assigned (two) raters’ item level individual judgments (correct/incorrect) over candidates are used as an input for the analysis.
         4. Contractor will facilitate a web/teleconference with Judicial Council selected SMEs to review Pre-Consensus Rater Analysis statistics.
         5. Provide written report after each administration of the bilingual interpreting exam. This will include listing each rater by number and their performance measure data. Report will also include a description of rater performance by language, describing the performance of the group of raters.
      2. Post consensus data and reports (all exam forms).
         1. Post-consensus item level capture includes data entry at an item level of each scoring unit in a bilingual interpreting exam, noting whether the individual scoring unit (after consensus between the raters) received credit/no-credit also known as correct/incorrect for the given exam performance rated. Conducted on all exam forms given in an exam cycle and includes all bilingual interpreting exams taken and successfully rated. This includes a robust quality control process, as defined elsewhere in this contract.
         2. Post consensus item level analysis and report (per exam form). These types of analyses can be conducted at any point, and may incorporate candidate data from the same exam form gathered over a number of exam administrations. The following item level analysis and reports will be prepared:

Item Analyses: Item level statistics generated through Item analyses have a few critical uses. Statistics are used to identify Items that may be performing outside of acceptable statistical parameters. Any Items so identified will be reported to Judicial Council with recommendations for Item retention, revision or deletion. Item statistics are used to guide development of subsequent test forms. Item statistics may also be used to inform and/or verify judgments of SMEs during Standard Setting. Submit a written report containing item level psychometric analysis and unit specific recommendations per exam form.

A scoring unit type (grammar, etc.) is another level at which the exam will be analyzed, both within and across sections (simultaneous, consecutive, etc.) to gauge how scoring units are performing by category. This will also be included in the report.

These reports will also provide information about section level performance over time on this exam form.

Psychometric analysis for the meaning of each scoring unit’s performance will be conducted through an approach tailored to this specific type of exam design. (i.e. a traditional p value type score applicable to multiple choice exams is not the primary way of analyzing this data.)

4.3.1.3.2.5 Problem Item Notification (PIN) Web/Teleconference: With results of Item, category, and section Analyses, Contractor will facilitate a web/teleconference with Judicial Council selected SMEs to review Items Analysis and items identified as performing outside of acceptable statistical. Upon Judicial Council’s discretion, NCSC may be included. These events will be conducted within 30 days of analysis delivery.

* + - 1. Special Report: Multi-Year Report of Candidates

Create a report encompassing up to three years of bilingual interpreting exam candidate data, with data spanning multiple languages and exam forms. Report will include graphical representation of information. Describe and analyze Bilingual Interpreting Exam candidates who:

1. Total that registered for the exam, including those that took it and those that no-showed.
2. Totals that took the exam in each language, totals that passed in each language, numbers and name/contact information of near passers in each language.
3. Of those who registered and took it: how many passed the first time.
4. Those who passed after second time taking it.
5. Third time, fourth time, etc.
6. Numbers of those who took it only one time and did not pass.
7. The above mentioned for all the languages.
8. Attempt to correlate other candidate demographic information to trends found above.
   1. Candidate Appeals. The Contractor shall receive, acknowledge, evaluate, address and communicate responses to appeals received regarding the Bilingual Interpreting Exam as described in Exhibit D, section 2.4, Candidate Appeals.
      1. In addition to following all the standard candidate appeals processes under Exhibit D, section 2.4, for appeals regarding the Bilingual Interpreting Exam contractor will include content in the response letters that directly addresses the appeal topic. As part of this, contractor will establish templates that can be tailored to specific concerns and requests commonly arising in candidate appeals.
      2. Descriptions of appeals regarding Bilingual Interpreting Exam will be described in both six month reports, Exhibit D, section 4.3.1.4 and in the annual appeals summary Exhibit D, section 2.4.
   2. Eligibility Policy. Contractor will track the eligibility of candidates to take this exam, even as pre-requisites may change. As of March 5, 2013, the pre-requisite is passage of the Written Exam at the required score level. However, OPEs may be added as a requirement to the Certified Pathway, and Contractor would be responsible for tracking all pre-requisites as they change. Contractor will assure eligibility before candidate can take the Bilingual Interpreting Exam.
   3. Retake Policy. The Contractor shall track and report to the Judicial Council the pass/fail status of candidates taking the Bilingual Interpreter Exam. The Contractor will track candidates' eligibility to take subsequent Bilingual Interpreter Exams based upon the Retake Policy. All candidates must pass the English-only Written Exam in order to sit for the Bilingual Interpreter Exam (if the Bilingual Interpreter Exam is available in the designated language pair). The Bilingual Interpreter Exam Retake Policy permits a candidate to take Bilingual Interpreter Exam (one per language per testing event) in a particular language a total of four times. If the candidate does not pass the Bilingual Interpreter Exam within four attempts, the candidate must retake and pass the Written Exam.
   4. The Contractor shall track and make appropriate scheduling accommodations for candidates who require an Exam retake due to misadministration or other manifest error caused by the Contractor. If the retest opportunity is provided because the Contractor is at fault, the Contractor shall also permit the candidate to retest without the retesting opportunity counting against the candidate's total of four attempts, in accordance with the Retake Policy. The Contractor will track all accommodations and modifications to the Retake Policy and report this information to the Judicial Council immediately following the scheduling of the retest.
   5. Exam Administration Activities for the Bilingual Interpreting Exams. The Contractor shall administer the Bilingual Interpreter Exams as previously developed for and/or authorized for use by the Judicial Council in Exam Cycles, including:
      1. Administer valid, defensible Bilingual Interpreter Exam in English and in one of twelve (12) pre-defined foreign languages as available within established Exam Cycles. The 13 languages are: Arabic (two different exams), Eastern Armenian, Cantonese, Farsi, Khmer, Korean, Mandarin, Portuguese, Punjabi, Russian, Spanish, Tagalog and Vietnamese. Contractor may subcontract for the performance of defined administrative tasks if (consistent with other requirements of this contract) with the written authorization of the Judicial Council.
      2. Administer the California Bilingual Interpreter Exam in predetermined locations, including but not limited to the following areas: Contra Costa County/Bay Area, Sacramento area, San Diego, and Los Angeles area.
      3. The following times are allotted for each part of the Bilingual Interpreter Exam used for certification:
9. Sight Translation (English-Foreign Language) - the examinee is allowed six minutes to complete this part of the exam.
10. Sight Translation (Foreign Language-English) - the examinee is allowed six minutes to complete this part of the exam.
11. Consecutive Interpreting - this part of the exam takes approximately twenty-two (22) to thirty-one (31) minutes.
12. Simultaneous Interpreting - this part is approximately seven minutes long.
    * 1. The Contractor may subcontract for rating services (consistent with all rating services requirements under NCSC), and may contract the performance of defined administrative tasks including proctoring services (consistent with all proctoring services requirements under NCSC).
    1. Establish an Exam schedule that both parties may publish as appropriate but which may be modified, with the approval of the Judicial Council Project Manager, based upon a change in circumstances, such as unavailability or inadequacy of Exam sites;
    2. Ensure that the Exam site facilities include appropriate sound-proof rooms needed for high-stakes Bilingual Interpreting Exam administration and that test sites can accommodate all necessary technological equipment needed for the administration of the Exams;
    3. Ensure that the Exam Cycle schedules accommodate Judicial Council holidays and those candidates observing the Sabbath on Saturdays and ensure that Exam site facilities are accessible to applicants with disabilities in compliance with the ADA;
    4. Contractor will report to the Judicial Council Project Manager during regular meetings any changes/accommodations made;
    5. Ensure that necessary accommodations are made in cases of excessive noise or disruptive activity, including, but not limited to ongoing construction, labor disputes, or special occasions or events;
    6. Ensure that there is no discrimination of candidates as to age, sex, race, religion, national origin, physical or mental disability, sexual orientation, or marital status, and include statements on nondiscrimination in every announcement of the Exam program;
    7. Administer agreed upon Exam Cycles of Bilingual Interpreter Exams including locating, renting, and preparing the Exam site facilities, arranging, scheduling, and monitoring proctors and other staff, as well as rating the exams and shipping and receiving and/or electronically transmitting Exam Materials (this may include using the new NCSC SharePoint site), and other related tasks;
       1. Exam administration at current candidate volume level is three days, with a fourth day for overflow/repeats/remedy issues and this should be continued unless a written request is received and approved by Judicial Council;
       2. Prepare, review, print, and disseminate Exam Materials, applications, schedules, Exam results and related Exam Materials for all candidates of the Bilingual Interpreting Exam; and,
       3. Follow internal best practices protocols on verification of preparation of exam materials.
    8. Accept and process applications and Application Fees using the then-current fee schedule approved by the Judicial Council for Bilingual Interpreting Exams and any other fees involved. Fees will be based on competitive market rates and will be set for the then current year of the Agreement and then adjusted as set forth in Exhibit C, Payment Provisions, Section 3, Payment for Contract Work, subsection 3.2.
    9. Maintain security procedures to ensure the integrity and confidentiality of the exam program and its security from unauthorized access. Contractor will ensure all proctors, raters, and any others who will see exam content sign a non- disclosure and/or confidentiality agreement. Contractor will enforce violations of these agreements. The security plan should also include a contingency plan for documenting steps to be taken in the event that Exam security is compromised.
    10. Bilingual Interpreting Exam Proctors. Select, train, schedule, evaluate, and otherwise manage all Exam Proctors, all other Staff Employees, and Contract Staff who meet the minimum qualifications for Exams and Exam scoring. The Contractor shall establish methods by which Proctors will be identified, recruited, screened, and evaluated, ensuring that Proctors are able to communicate effectively in English language. NCSC/” Consortium” protocols, requirements will be followed for as long as those exams are used.

4.19 Training includes on-site trainings of proctors and staff the night before the examination begins.

4.20 Submit report documenting: method and date through which contractor staff was trained by NCSC within the 12-month period, processes undertaken to recruit and train site supervisors, and processes undertaken to recruit and train proctors.

* 1. Bilingual Interpreting Exam Raters. Engagement of qualified, trained and appropriately approved exam raters are crucial to administration of the Bilingual Interpreting Exam. Contractor is responsible for engaging and managing an appropriate pool of raters for each exam administration (including remote refresher training); and may also be asked to engaged in recruitment of new raters; in-person training; and potentially other activities.
     1. Per Administration. Engaging and managing an appropriate pool of raters for each Bilingual Interpreting Exam administration includes several responsibilities:
        1. Contractor will determine the amount and type of raters needed for each exam administration. This is influenced by the number of candidates registered for the exam, in which languages. Contractor will also prepare for the possibility of third ratings.
        2. Working within the pool of approved raters, Contractor will reach out to raters and engage the services of a sufficient cadre of raters to properly evaluate the results of the exam administration. 1) Contractor to engage appropriate number of NCSC approved raters and rater supervisors for NCSC test languages a minimum of 30 days before the exam administration. This will include sufficient raters available to do third ratings. 2) Follow same protocols for California only languages.
     2. Recruitment, Selection and Approval of New Raters. In regard to ensuring a sufficient approved pool of raters: 1) Contractor will defer to NCSC for pool sufficiency in NCSC test languages. 2) For California only languages, Contractor will work with Judicial Council to ensure that an appropriate number of qualified Raters from both inside and outside of California are recruited, trained and approved as raters.
     3. Contractor may be asked to conduct recruitment, selection and approval of new raters. Required steps vary slightly depending on whether the raters are being recruited for NCSC languages, or for California only purposes.

4.21.3.1 Required steps when conducting recruitment for NCSC rater pool language:

1. Await approvals. Awaiting Judicial Council successfully securing permission from NCSC and/or the governing body for the NCSC state court interpreter testing program, the Language Access Advisory Committee (LAAC), a joint committee of the National Council of Chief Justices/Council of State Court Administrators, to pursue target languages and number of raters to recruit and select. If permission is secured, then proceed as follows;
2. Follow all NCSC qualification requirements for exam raters, outlined in relevant NCSC documents.
3. Involve NCSC in the recruitment and selection process. Ensure that NCSC approves the final candidate.
   * + 1. For all rater recruitments, the Contractor shall adhere to NCSC (prior “Consortium”) methods by which Raters will be identified, recruited, screened, and evaluated both during and following the training process.
       2. For all rater recruitments, and when engaging raters previously approved and trained, Contractor will ensure that all raters selected meet the Judicial Council's minimum qualifications, which include:

* Achievement of a post graduate degree with a focus in an applicable area of study and/or ten (10) years of interpreting and/or language- related experience and reputation in the field;
* Administratively independent of the Contractor in their evaluation of individual candidates;
* Free of any conflicts of interest or influence from any external source on decisions affecting Exam results;
* Not involved in interpreter training with a vested financial interest in the outcome of the applicants’ performance – or that any such activities be disclosed to California
* Precluded from taking the current and future battery of certification Exams in the language(s) contracted to rate (there may be exceptions if a fully distinct later exam version is developed in the same language, but there is no guarantee of this possibility)
* Ensure that each individual is approved by the NCSC/Consortium to rate all Exam material that are in the NCSC exam bank. (NCSC/Consortium approval not requested nor required for raters of exam versions not in the NCSC exam bank.)
  + - 1. Follow these additional requirements:
* Each interpreter (applied linguist) being considered as a new rater will be required to take the certification exam in their language (any version) and pass it prior to being invited to rater training. The cost to administer those exams and rate them are to be paid by the Contractor.
* Any rater who has taken an exam either for a grade or for training purposes, shall never be in the room, or be part of the rating process, when their exam gets rated.
* If a person is being considered for a position as an approved rater, and had previously participated in exam development, they have to have taken and passed the consecutive section of the exam prior to the full exam development process.
  + - 1. Receiving and processing applications for each new Rater position offered. Conduct thorough reference checks to verify credentials, assess basic skills, and conduct interviews for each new potential Rater;
      2. Maintaining documentation of qualifications for each new Rater, including, but not limited to: resumes documenting qualification levels achieved, references, and a signed Rater code of ethics and a non-disclosure agreement for each new Rater; and
      3. Additional required protocols once a rater has been selected as an invitee to rater training:
* Anyone invited to attend rater training must have signed all relevant Oaths before they get contracted and confirmed to attend the training.
* Contractor will ensure the future responsiveness of new raters by keeping track of how they respond, and putting in their initial contract a requirement to respond to all rating requests from Contractor – with a financial penalty if they do not comply.
  + - 1. Informing the Judicial Council Project Manager of the number and characteristics of the Raters who will serve on each Rater Panel, specifying criteria such as native language and professional domicile for the purpose of achieving balance and objectivity.
  1. Raters previously approved to score the Bilingual Interpreter Exam will be subject to the methods maintained by NCSC in selecting and training Raters.
  2. Regular Remote Rater Refresher Training

Prior to each Bilingual Interpreting Exam administration, Contractor will ensure that all raters being used are properly “refreshed” in contractor rating protocols. This includes reviewing the on-line rater refresher module, and a conference call. The conference call will include several components:

Rater Relationship Building –

1. Foster culturally competent relationship building among the raters hired by the contractor, including time to share some experiences and background with one another, lessons learned about rating, etc. Utilize this time (available twice a year) to build rater connection to California’s testing program, and to one another.

Logistics –

1. Review of mechanics that contractor is utilizing to securely transmit confidential test materials to and from raters.
2. Any other housekeeping mechanics.
3. Review of any other requirements including signing of Oaths.
4. Contractor to hire a SME in exam rating to review complex areas of rating with raters, and answer questions specifically about rating.
5. Rater refresher training will include a review of procedures required to be followed in order to ensure quality control. The responsibilities are outlined in the previous section of this document under in-person rater training.

Provide a report on the remote rater refresher processes undertaken during the 12-month contract period, this should include: dates refreshers were conducted, names of participants, faculty and observers, agenda(s) including segments that fostered culturally competent relationship building, any substantive questions raised by refresher participants and how they were addressed.

4.24 Contractor’s Management of Raters and Processing Rating Materials. Develop a policy, with the input and approval of the Judicial Council Project Manager, to ensure quality control of the Rating process and Rater performance to verify Raters' continued accuracy and reliability. The quality control policy shall include at a minimum:

* + 1. Conducting Rater norming sessions prior to the actual rating of candidates;
    2. Ensuring that all ratings by consensus are reviewed prior to sending a final result;
    3. Ensuring that all new Raters are purposefully assigned (when possible) to rate Exams with seasoned NCSC raters;
    4. Compiling, evaluating, and reporting on inter-Rater reliability statistics to assess Rater consistency;
    5. Maintaining Rater profiles to track individual Rater performance;
    6. Conducting conference calls with Raters to maintain Rater standardization and to discuss administrative issues;
    7. Purposefully assigning, when possible, Bilingual Interpreter Exam recordings to Raters from both inside and outside California to avoid bias or the perception of rating bias; and,
    8. Purposeful assignment of raters to avoid (to the degree possible) any geographic cross-over between candidate and raters within California (by City, County, etc.).
    9. Describe all activities conducted in the annual summary of exam activities.
  1. Contractor processes for materials handling. Make an audio recording of each Bilingual Interpreting Exam prior to shipping/transmitting Exams to the Rater Panels for Rating and preserve it for appeal or review purposes for three years from the Exam date, after which point all recordings shall be destroyed;

Ensure that each member of the Rater Panel uses a standardized Rating rubric during each oral part of the Exam to document Exam results, and preserve rubrics for appeal or review purposes for three years from the Exam date, after which point all recordings shall be destroyed;

* 1. Ensure that at least two (2) Raters evaluate each Bilingual Interpreting Exam individually, as well as provide a consensus rating. In the event of a discrepancy, a consensus score shall be decided by using an independent, third-party Rater and following a quality- assurance check on the three independent ratings;
     1. In addition, add a further level of third rater review to the exams taken in California: candidates who have scores of 65-69 in one or more sections of their exams but are otherwise passing will have those sections re-rated by a third rater.
     2. Contractor will provide report of how many exams taken during each Bilingual Interpreting Exam administration met this criteria, how many received a third rating, and, how many of those that received a third rating, if any, resulted in a change from fail to pass due to this third rating.
  2. Ensure that Rater Supervisors are used with approved rater teams in languages in which there are no lead raters, or in circumstances in which no lead raters are available. All Rater Supervisors should be secured in accordance with NCSC (Previously “Consortium”) guidelines. All practices will be consistent with NCSC policies and procedures:

Desk Reference:

<http://www.ncsc.org/~/media/Files/PDF/Services%20and%20Experts/Areas%20of%20expertise/Language%20Access/Resources%20for%20Program%20Managers/NCSC%20State%20Court%20Interpreter%20Testing%20Desk%20Reference%20Manual.ashx>

Rating Manual:

<http://www.ncsc.org/~/media/Files/PDF/Services%20and%20Experts/Areas%20of%20expertise/Language%20Access/Written%20and%20Oral/2014%20January_Test%20Rating%20Manual%201%2029%2014.ashx>

Test Construction Manual:

<http://www.ncsc.org/~/media/Files/PDF/Services%20and%20Experts/Areas%20of%20expertise/Language%20Access/Written%20and%20Oral/2014%20January_Test%20Construction%20Manual%201%2029%2014.ashx>

Prepare and/or provide Rating of Bilingual Interpreting Exams; provide to each candidate a score report; and provide to each failing candidate a copy of the existing documentation giving Rating definitions and sample errors in language assessment categories.

* 1. Implement Bilingual Interpreting Exam Rating process using electronic transmission of documents and scores.
  2. Utilize electronic process in accordance with NCSC security protocols. Electronic process should include means by which Raters receive Exam Materials via secure transmission process and Raters return candidate score reports via secure transmission process.
  3. Contractor will implement the following quality assurance measures upon receipt of rating materials from raters:

1. Ensure that raters, both individually, and in teams, submit all marked scripts and all “bubble sheet” point and score conveyance information, and that these comport with NCSC standards.
2. Follow all administration and rating guidelines from the NCSC. This includes but is not limited to, the responsibility in the Desk Reference Manual Section 1.2 General Principles of Testing Program 1.2.B #8, contractor must audit each examination script and make corrections to math and other errors. This applies to both the scripts, and any “bubble sheet” method of information conveyance, including searching for and addressing any discrepancies between the scripts and the additional methods of information conveyance.
   1. In-Person Rater Training. Contractor shall provide initial rater training that adheres to NCSC/prior Consortium methods. Rater training sessions for new raters should be in-person and should be able to accommodate 10-15 Raters per training. In-person rater training consists of three eight-hour days (total of twenty-four hours). Contractor shall also provide periodic refresher training sessions that may be conducted via webinar or a remote learning platform provided by the Contractor and/or NCSC. Remote rater training is approximately one hour. Raters should be trained to properly administer and evaluate the results of the Exams including at a minimum:

4.31.1 For in-person training, contractor pays for hourly payments of raters for training days, hotel accommodations, transportation, and meals. Contractors pays any costs associated with NCSC staff, faculty and facilitation, experienced raters, materials, materials modifications, and facilities which NCSC does not cover.

4.31.2 Training for ensuring Exam security, for handling equipment problems, for responding to emergencies, for crisis management, and the like;

* + 1. Training that also includes a review of all exam Materials, and a review of Exam procedures, including consensus rating, sensitivity training, how to avoid rating biases and errors, considerations in language variances and opportunities to practice rating;
    2. Training with goals which include ensuring Raters gain an enhanced understanding of the following:

1. Candidate behaviors that constitute a particular scale point for unit- based scoring;
2. Patterns of candidate errors that reflect a non-passing Rating;
3. Patterns of candidate performance that demonstrate competence to achieve a passing Rating; and
4. Standards for reporting candidate performance.
   * 1. In-person rater training will include instruction in processes that must be followed in order to ensure quality control. This will include both:

4.31.5.1 Raters:

* + Individually, fully and completely mark individual rater scripts in accordance with NCSC guidelines.
  + As a rating team, fully and completely mark the team rater script in accordance with NCSC guidelines.
  + Individually, and as a rating team, fully and completely provide “bubble sheet” point and score conveyance information. This includes cross checking all point sub-total per script page, and per section, so that there is 100% consistency between marked scripts and “bubble sheet” score conveyance information.

4.31.5.2 During the training, contractor will review the contractor’s responsibilities for quality control which they will implement on materials received:

* Ensuring that raters, both individually, and in teams, submit all marked scripts and all “bubble sheet” point and score conveyance information.
* Follow all administration and rating guidelines from the NCSC. This includes but is not limited to, the responsibility in the Desk Reference Manual section 1.2 General Principles of Testing Program 1.2.B #8, contractor must audit each examination script and make corrections to math and other errors. This applies both the scripts, and any “bubble sheet” method of information conveyance, including any discrepancies between the two.
  + 1. During the training, the faculty must confer with one another about the raters, questions that have arisen, and any additional information – this should be done at the beginning of each training day, in the middle of each day, and at the end of each training day.
    2. Any faculty hired as trainers of raters (including small group language coaches) must have a uniform set of baseline consistency in how they handle communication problems among raters, and rating practices which are mandatory versus optional, and which are stylistic. Faculty will meet at least twice every day during training to confer about participants.
    3. Contractor will provide a report to Judicial Council on the in-person rater training. Report will include information about which raters successfully completed the training, feedback from the faculty about the strengths of each rater, along with a detailed agenda from the training, and a list of the faculty and others participating. Report will also include whether there were any incidents, or major discussions, in the language specific groups during the training.
    4. All of the above will apply to in-person rater trainings that are devoted solely to California only languages. Judicial Council reserved the right to have NCSC included or not included in such trainings.

4.40 Specific Language Rater Training. Judicial Council may sponsor a brief two-hour telephonic training with specific language rater groups, with or without NCSC. This will include but will not be limited to the costs of the time of the raters to participate and conduct any related activities.

If such a training is conducted, a report will be provided with the same items as specified in the refresher training report above.

4.41 Candidate Score Reports. Develop and mail a score report, according to the time frames specified, to each candidate containing customized information, including but not limited to:

The percentage of scoring units answered correctly in each section;

The percentage required to pass in each section;

The overall pass/fail status;

Provide written evidence to Judicial Council within 15 days of sending scores that Exam scores have been sent to candidates;

Mail score reports to candidates within sixty (60) Calendar days of the last day of the Exam Cycle, but no later than 90 days.

In the event of an unforeseen delay in sending out scores, provide written notice to candidates who do not receive exam scores by specified time. If a delay in exam scores exceeds 30 calendar days from the specified 90-day time, the vendor will be responsible for offering a free retake or reimbursement to the test candidate for the exam. Contractor will send an updated list to Judicial Council Project Manager of candidates who will be receiving a delayed exam score on the same day the written notice goes out to those candidates.

4.42 Rotate provided Exam Materials as appropriate, and provide data to NCSC in a timely manner to facilitate that process between states;

* 1. Ensure that representatives of the Judicial Council Project Manager adhere to monitoring/observing policies. (The Judicial Council Project Manager may send a representative, with advance notice to the Contractor, to be present at randomly selected Exam sessions or to listen to tapes of the Exam.);
  2. Advise the Judicial Council Project Manager prior to the administration of Exams of any substantive change in Exam administration procedures, techniques, or the scope or objectives of the Exams; and
  3. Provide information, Exam Materials, and transitional assistance regarding the administration and scoring of the Bilingual Interpreter Exams to the Judicial Council at the request of the Judicial Council. This includes but is not limited to, all candidate exam attempt history data.
  4. Conduct two exam cycles during this contract period, one in summer/fall, and one in winter/spring. For each cycle train proctors and coordinate Exam facilities, process Exam candidate registration information, collect filing fees as necessary, mail admission (scheduling) letters to candidates; and, distribute all necessary Exam materials on Exam dates and administer the results of the Bilingual Interpreting Exams; and provide oversight of the raters in their evaluations of the Exams to ensure quality control of the rating process and verify the raters’ accuracy; and, report results to examinees; and, administer appeals process to address examinee complaints concerning the Exam. Provides full reporting and data sharing to Judicial Council in multiple formats, including examinee statistical data, as outlined in contract. In addition to other purposeful criteria outlined in contract, include purposeful assignment of raters to avoid geographic cross-over within California of candidate and rater as practicable.

4.46.1 Contractor shall follow additional NCSC regulations, including those in the Testing Manual for Program Manager.

* 1. Bilingual Interpreting Exam Development.

4.47.1 There are a variety of exam development projects that are included within the category of exam development: 1) through exam assessment; 2) special thorough exam assessment; 3) development of a full new exam for California; 4) development of a full new exam with NCSC; 5) Major maintenance of a California only exam; 6) Major maintenance of an exam in the NCSC bank; 7) Minor maintenance of a California only exam; 8) Minor maintenance of an exam in the NCSC bank; and, 9) Stand-alone scoring guide update. Each of these projects is specifically described later in this document.

* + 1. LAAC/NCSC The Judicial Council administers testing programs for spoken language court interpreters. At this time, the Judicial Council uses several exams which are part of the National Center for State Courts court interpreter testing program. The Language Access Advisory Committee (LAAC) of the national Conference of Chief Justices and Conference of State Court Administrators oversees the NCSC court interpreter testing program. California currently uses the NCSC Written Exam, and several of the NCSC Court Interpreting Exams. California also has some languages which are California only, however the NCSC protocols are also used in the development, maintenance and rating of those California only exams. Therefore, it is critical that the contractor follow NCSC court interpreter exam construction and rating manuals and administration protocols in all exam development work.

4.47.3 When Contractor is conducting work for Judicial Council on exams which are part of the NCSC testing program, approvals and participation of NCSC and in certain circumstances the LAAC, are required.

* + 1. Contingent upon the Judicial Council successfully obtaining LAAC/NCSC approval, upon request by the Judicial Council Project Manager.

When conducting development or maintenance on California only exams, NCSC approvals are not requested nor required.

* + 1. Roles definitions of roles apply to each for the maintenance of Bilingual Interpreting Exams, Contractor is hereby authorized to subcontract for Subject Matter Experts in the languages identified by the Judicial Council, subject to approval by NCSC if applicable.
    2. Contractor will use a Senior Test Development/Maintenance Specialist (STDMS) as a minimum to conduct Contractor’s part of the work with additional requirements in subsequent paragraphs.

Note, Judicial Council reserves the right to turn down contractor proposed candidates for any of these four roles based on background and interview.

1. Test Development Manager (TDM)

Qualifications: A linguist with extensive prior experience writing court interpreting examinations, who has led at least five maintenance/development project, and is accepted by NCSC as an expert in test development as articulated in the Test Construction Manual from the NCSC/prior Consortium for Language Access in the Courts.

Responsibilities: The TDM is responsible for approving the Subject Matter Experts (SMEs), training the team on the development process and providing oversight and quality review of the product over the lifetime of the project. This person works closely with the Project Coordinator to ensure that all protocols and procedures are conducted in accordance with the Test Construction Manual from NCSC/the Consortium for Language Access in the Courts. The Contractor will need to provide this expertise as a component of the contract.

Judicial Council requires that all contractors working on the project provide complete attention to the project during the joint working sessions.

2. Senior Test Maintenance Specialist (STMS)

When a TDM is not required, a Senior Test Maintenance Specialist may be used.

Qualifications: This individual is an expert in the Test Construction Manual and Test Rating Manual from the Consortium for Language Access in the Courts.

Responsibilities: The STDMS will lead the test content maintenance process and will lead the team to the successful completion of the exam maintenance. This person would be responsible for approving the SMEs, train the team on the maintenance process and provide oversight and quality review of the product over the lifetime of the project. This person would work closely with the Project Coordinator. The contractor would need to secure this expertise as a component of the contract

Judicial Council requires that all contractors working on the project provide complete attention to the project during the joint working sessions.

3. Project Coordinator (PC)

Qualifications: The PC is familiar with the Test Construction Manual and Test Rating Manual from the Consortium for Language Access in the Courts.

Responsibilities: The PC coordinates the test development/maintenance team(s) tasks, timelines and deliverables. This person would oversee the day to day operations of test development and maintenance. This person would work closely with the TDM and/or STDMS. The contractor may have qualified staff to perform these duties.

Project Coordinator is responsible for ensuring all contractors working on the project provide complete attention to the project during the joint working sessions.

4. Subject Matter Expert (SME)

In a test development team, there are two types of in-language SMEs: one is an applied linguist – in almost all circumstances, this is an experienced court interpreter; the other is an academic linguist. The qualifications are based in NCSC standards. Highlights are below:

Refer to page 6 of this document for full details: <http://www.ncsc.org/~/media/Files/PDF/Services%20and%20Experts/Areas%20of%20expertise/Language%20Access/Written%20and%20Oral/2014%20January_Test%20Construction%20Manual%201%2029%2014.ashx>

1. *“Under the direct oversight of the TDM, each test should be written by a team consisting of at least two specialists as described below, one of whom must be a native speaker of the non-English language:*
2. *• One applied linguist, preferably a practicing professional interpreter who possesses the highest credentials available in the field, as confirmed by the TDM; and*
3. *• One theoretical, scholarly linguist who has the most formal academic training possible in the linguistics of the language or, if such an individual is not available, the literature of the language, or, when no such trained linguist is available, a highly educated bilingual professional such as an attorney or teacher who is a native speaker of the language. Any such specialist selected to serve on the test development team will be trained to recognize the demanding specifics of court interpreting (e.g., maintaining the register of the source language; no editing, paraphrasing or embellishing).”*

Contractor is responsible for ensuring that the qualifications as defined in the manual are met. Subject Matter Experts must sign an oath, follow ethics protocols including keeping confidentiality, use technology such as Secure Share, work independently, work in teams and come to consensus, write reports, do linguistic research, be flexible and build consensus. Being a test development SME comes with extensive prohibitions against future testing ability. Contractor must provide each SME with an opportunity to test before being exposed to test content, and this is mandatory for any court interpreter SME.

SMEs must be responsive to deadlines.

Contractor must maintain records of all SMEs involved in each project, and share that information with NCSC for any NCSC project. A minimum of 20 years, or until transferred at JUDICIAL COUNCIL request.

JUDICIAL COUNCIL requires that all contractors working on the project provide complete attention to the project during the joint working sessions.

* + 1. Thorough exam assessment

Specific exam forms may be selected for thorough exam form assessment. A regular thorough exam assessment will include:

1. Contractor project coordinator is the focal point of the coordination of the project.
2. TDM will be hired and oversee the process including training/orientation of the in-language Subject Matter Experts. Contractor is responsible for recruitment of TDM candidates to JUDICIAL COUNCIL standards, select of TDM to be done by Contractor and JUDICIAL COUNCIL (and NCSC if applicable), contractor responsible for payment, and reimbursement for travel/meals of TDM.
3. The next step is SME Recruitment (CROSS reference what SME recruitment entails). A thorough exam assessment includes three in-language SME’s working with TDM. Contractor is responsible for recruitment of SME candidates to JUDICIAL COUNCIL standards, selection of SMEs to be done by Contractor and JUDICIAL COUNCIL (and NCSC if applicable), contractor responsible for payment, and reimbursement for travel/meals of SMEs.
4. TDM trains SME’s. This includes training them on the exam design and rating methodology, and details of assessment work. Assessment will be informed by information such as any section level and item-level psychometric data and analysis on the exams, previous thorough exam assessments, previous Internal Audit of Scripts/Exam Content, previous feedback provided by raters.
5. Next step is all TDM and in-language SMEs conduct independent audit of Scripts/Exam Content against the test construction manual, including word counts in English and in the paired language, and scoring unit distribution assessment.
6. The next step is that the TDB brings all the SMEs together for a one day WebEx review meeting. Minimum of four-hour time blocks in order to maintain momentum of the review.
7. Assessment is to include detailed recommendations of any exam maintenance projects believed to be warranted by the team, the rationale for each suggested maintenance task, the scope of each suggested maintenance task, and the relative priority and urgency of each suggested maintenance task. The process will yield a list of recommended maintenance tasks for the given exam script and accompanying materials, and that the tasks will be prioritized. The relative priority and urgency is to be determined by the consensus of the Test Development Manager in conjunction with the Subject Matter Experts, based on the Knowledge, Skills and Abilities of court interpreters being tested, by the NCSC approved test construction manuals, by linguistic nuances of the different languages, and by approved test design principles.
8. Report Preparation by project coordinator but must be approved by TDM.
   * 1. Special Thorough Exam Assessment

Includes all components of a thorough exam assessment, but also addresses highly complex linguistic research and integration. Additional requirements are: a fourth SME, which must have cultural competence in addition to linguistic competence; an additional 8 hours of joint SME and TDM work together; and all 16 hours of work must be in-person.

Report must be authored by TDM, and project coordinator only to assist.

* + 1. New Development of a full new exam for California. Project includes:

Following all the exam development protocols and policies outlined in this contract, including but not limited to:

1. Engaging a Test Development Manager of NCSC quality, and three in-language SMEs:

Recruitment, Selection, Payment and Reimbursement for travel/meals

1. TDM approves SMEs, provides comprehensive training (if SMEs are new) or review (if SMEs are part of previously trained team) on scoring units development, review of Test Construction Manual and Test Writing Handbook (a minimum of 8 hours per TDM and SMEs)
2. Secure appropriate material per test construction manual from which to develop exam content, i.e. the base script, with appropriate rights to use to be provided to Judicial Council.
3. TDM leads and provides oversight of development of script of Spanish CA 8 including Scoring Unit Dictionary for all four exam sections a minimum of four days in person meeting with up to three SME’s and Contractor Project Coordinator (PC) (8 hours per day) and one day for final review (8 hours per day)
4. Meeting/Recording preparation
5. Monthly Status Reporting by PC
6. Production of script appropriate computer files, fonts and lay out including sight translation prompts, scripts, marked scripts, and scoring guides.
   * + 1. Recording of Exam - 2 SME’s
7. Prepare for and conduct recording of audio material associated with the new exam including both consecutive and simultaneous sections
8. Recruitment of recording talent (based on language requirements)
9. Follow best practices of recording studio experienced with this type of project, providing voice authentication person on the phone during the recording, having someone from NCSC on the line during recording, have JUDICIAL COUNCIL project manager on the line.
10. Must use one recording firm.
11. Internal and SME Recording - 1 SME and Project Coordinator (a minimum of 4 hours per SME/PC)
12. Independent Audit of Final Audio File - 1 SME and Project Coordinator – (8 hours per SME/PC) and any corrections
    * + 1. TDM conducts final quality review of project to ensure that product comports with Test Construction manual. PC does formatting, corrections based on TDM feedback. Audit sheets are to be completed. Acceptance criteria based on other sections in this contract.

4.47.9.3 Final documents and audio files will be transferred securely. These will include full suites of materials per NCSC standard sequencing and packaging, including inventory lists per Judicial Council provided example of desired inventory along with administration materials, proctor materials, and rater materials. A separate suite of project sponsor documents with special labeling per Judicial Council request will also be provided.

* + 1. Development of a full new exam with NCSC;

Same requirements as above, but includes mandated involvement of NCSC in the project. Contractor to sub-contract with NCSC for their involvement.

* + 1. Major maintenance of a California only exam;

These are substantial maintenance projects, which address the full range of tasks within each section of the exam, including the recordings and the scoring guides. A major maintenance includes up to 60% content changes, new audio recordings of both simultaneous and consecutive, all scripts, and the scoring guide.

Following all the exam development protocols and policies outlined in this contract, including:

1. Engagement of a Test Development Manager (TDM) of NCSC approved quality
2. Subject Matter Expert Recruitment, Payment and Reimbursement for travel/meals – three in-language SMEs
3. Preliminary TDM and SME Review of: current exam materials (including scripts, recordings, scoring guides), previous thorough exam assessment(s), audit(s) of exam Scripts and recordings, rater scoring guide suggestion sheets, all psychometric reports on item, section and exam version performance, and any other evaluative material.
4. Training of SME’s by TDM
5. Meeting/Recording preparation
6. Monthly Status Reporting
7. Audit Sheets – use NCSC format
8. Minimum of three days in person meeting with three SME’s, Test Development Manager, and Contractor Project Coordinator (8 hours per day with a minimum of four hour chunks of time)
9. Review and update of all four Exam sections, Scoring Unit Dictionary, and recording

Recording of Exam - 2 SME’s

1. Prepare for and conduct recording of audio material associated with the maintained exam version including both consecutive and simultaneous sections
2. Select recording firm. Research and utilize recording firms, must use one recording firm for the whole project.
3. Recruitment of voice recording talent (based on language and gender requirements)
4. Follow best practices of recording studio experienced with this type of project, providing voice authentication person on the phone during the recording, having someone from NCSC on the line during recording, have JUDICIAL COUNCIL project manager on the line.
5. Internal and SME Audit of Recording - 1 SME’s and Project Coordinator (4 hours for SME, 4 hours for PC)
6. Independent Audit of Final Audio File - 1 SME’s and Project Coordinator – (8 hours for SME, 8 hours for PC)

Final documents, formatting, and corrections. Acceptance criteria based on other sections in this contract.

Final documents and audio files will be transferred securely. These will include full suites of materials per NCSC standard sequencing and packaging, including inventory lists per Judicial Council provided example of desired inventory along with administration materials, proctor materials, and rater materials. A separate suite of project sponsor documents with special labeling per Judicial Council request will also be provided.

* + 1. Major maintenance of an exam in the NCSC bank;

A major maintenance includes up to sixty percent (60%) content changes, new audio recordings of both simultaneous and consecutive, all scripts, and the scoring guide.

Same requirements as above, however in addition, involves NCSC. Contractor will contract with NCSC for their parts of the work, as specified below:

Note specifically that NCSC will be conducting the following tasks, and Contractor will work in coordination with these timeframes and approval processes:

NCSC Phase I – Preparation

* NCSC review of thorough exam assessment on chosen exam.

Deliverable: Report on review of assessment.

NCSC: Phase II - Implementation

* NCSC staff presentation of any policy issues to LAAC for consideration.
* NCSC review/consultation on test maintenance project plan.

This will include discussion and possible decision-making regarding and linguist issues, including acceptable/unacceptable.

* NCSC participation in periodic check-in calls.
* NCSC audit of modified test materials and revised scoring units in accordance with NCSC’s *Test Construction Manual* and *Test Writing Handbook*.
* NCSC second audit of additional revisions.
* NCSC consultation on audio recording.
* NCSC hires independent in-language SME to review particular scoring units and dictionary entries, and any additional tasks as directed by NCSC.
* NCSC independent in-language SME review of final recorded audio.
* NCSC review of final packaged materials.
* NCSC Acceptance of all final scripts, dictionary, and audio, understanding the following: All final scripts, dictionary, and audio must meet specifications of NCSC *Test Construction Manual* and NCSC *Test Writing Manual* before product can be accepted. NCSC will alert CA Project Manager in writing of significant issues (if any) following first and second review processes, so that corrections of issues/errors can be handled appropriately by Contractor team under the oversight of the CA Project Manager before final submission.

Examples of work products Contractor may choose to require from NCSC:

* Report on outcome of policy decisions.
* Detailed NCSC audit sheets and corresponding notes following first audit of modified test materials and revised scoring units.
* Detailed NCSC audit sheets and corresponding notes following second audit.
* Report on SME review on audio, scoring units and dictionary entries.

Final documents, formatting, corrections based on feedback (including from NCSC if applicable) and documentation of process. Acceptance criteria based on specifications outlined in other sections in this contract, including NCSC approval when required.

TDM conducts final quality review of project that comports with Test Construction manual. Project Coordinator or SME as applicable does formatting (including in language fonts), corrections based on TDM feedback. Acceptance criteria based on other sections in this contract.

4.47.13 Minor maintenance of a California only exam; and

There are many different types of maintenance projects that can be described as “minor maintenance”. The scope and depth of any particular project are based upon the need being addressed, as specified by the JUDICIAL COUNCIL. A minor maintenance includes up to 40% content changes, new audio recordings of both simultaneous and consecutive, all scripts, and updating the scoring guide. The 40% can be measured in each of the sections, or 40% of the exam as a whole. See methods described above that must be utilized within any maintenance project.

Final documents, formatting, corrections based on feedback and documentation of process. Acceptance criteria based on specifications outlined in other sections in this contract, including NCSC approval when required.

TDM conducts final quality review of project that comports with Test Construction manual. Project Coordinator or SME as applicable does formatting (including in language fonts), corrections based on TDM feedback. Acceptance criteria based on other sections in this contract.

4.47.14 Minor maintenance of an exam in the NCSC bank.

Same as above expect that NCSC must be involved. Contractor to pay for NCSC involvement.

4.47.15 Stand Alone Scoring Guide Update for One Exam Version

A project focused solely on updating a scoring guide includes taking all rater scoring guide update suggestion forms across all administrations since the previous scoring guide update, bringing together a team of SME’s under appropriate supervision to review the suggestions and finalize modifications, and produce an updated scoring guide in the appropriate font scripts. The resulting updated scoring guide must include a minimum of three acceptable and three unacceptable renditions for each scoring unit.

4.47.16 Tasks/Deliverables for Bilingual Interpreting Exam Administration and Development. In providing the Exam Administration and Exam Development Work of the Agreement, the Contractor shall perform the Tasks and provide the Deliverables as outlined in Exhibit C, Table 2.

1. Oral Proficiency Exam (OPE) Administration Services

5.1 Contractor shall perform the on-going activities set forth in the paragraphs in section 7.0, which are associated with the administration of Oral Proficiency Examination exams (hereinafter referred to as “Oral Proficiency Examination” or “Exam”

* 1. The Judicial Council hereby authorizes Contractor to, and requires contractor to, subcontract OPE work to Language Testing International (LTI) as it is the only provider of the American Council on the Teach of Foreign Languages (ACTFL) Oral Proficiency Interview.
  2. Create and implement an OPE examinee statistical data questionnaire by way of “republishing” the OPE exam, and provide on-going information capture and inclusion in reports.
  3. Data Collection. Analysis, and Reporting. The Contractor shall perform the following tasks in relation to data collection, analysis, and reporting:
     1. Submit to the Judicial Council Project Manager on a semiannual basis a written report of all Pre-exam demographic data, aggregated post-exam data and statistical data per candidate scheduled during the reporting period as described below.
        1. Pre-exam demographic data for candidates, including:

List of information to be gathered from candidates. This information is to be gathered during the registration process, not to wait until the candidate is on-site at the exam.

*I. Demographics*

Name as appears on Government Issued ID (with prefix option);

Address of home residence;

Email address;

Phone number;

Date of birth; (computer to extrapolate age)

*II. Languages*

Native language;

Self-described strongest language;

*III. Education and Training*

Highest Level of education in English;

Highest level of education in paired language(s);

Primary experience with Interpreting

(For family, for community events, as part of work but not primary responsibility, primary responsibility of work);

Highest Level of Interpreter Training;

Which Training participated in (including name of organization);

Experience in other sub-fields of interpreting (such as healthcare, community, and conference)

*IV. Additional Questions*

List of interpreting related organizations, memberships or affiliations that the candidate has, including: California Healthcare Interpreting Association (CHIA), American Translators Association (ATA), National Association of Judiciary Interpreters and Translators (NAJIT), and additional to be defined by the Project Manager. An “other” option must be included which can be checked and then must have a way for candidate to fill-in information about the additional entities.

How Initially Learned about the Profession (include specification under “other” category, such as have the candidate fill-in the name of the specific conference or event)

Current Work Status (are they currently a court interpreter, self-disclose regarding independent contractors or employees in another language of certified and registered; retraining for a new career)

*IV. Questions about Certification/Registration/Bilingual Exams History*

How the candidate learned about the certified/registered exam?

Number of Times Taken the OPE (if applicable)

Number of Times Taken the Written (if applicable)

Number of Time Taken a Bilingual Interpreting Exam (if applicable)

*V. Exam Registering for Today*

Target language for the examination you are registering for today

Name of the test being registered for

Date on which registration/scheduling is completed

Date on which testing appointment is scheduled (which the person will be taking the exam)

How Long Prepared for this Exam

What Methods Utilized to Prepare for this Exam?

If you took a special exam preparation course, which one? (Open field)

5.4.1.2 Twice a year, contractor will provide a report with three components regarding six months of the Oral Proficiency Exam administration. 1) List of all takers and contact information; 2) Report on examinee statistical data (demographics); and, 3) Additional administration performance indicators.

5.4.1.2.1 List of all takers and contact information; List of all passing and failing Oral Proficiency Exam (OPE) candidates scheduled during the six-month reporting period, including names, addresses, telephone numbers, email address and similar identifying information. (Excel format.)

This will include statistical data per candidate:

* + - * Language in which OPE was taken
      * Score result of the individual (speaking level)

5.4.1.2.2 Report on examinee statistical data (demographics); aggregated description: A narrative description of the number of candidates registered, scheduled and tested during the six-month time period. Aggregated, post-exam data for all candidates, including descriptions of:

1) OPEs taken by candidates intending to become registered court interpreters; 2) OPEs taken by interpreters wishing to become certified (in a certified language) who are screening their own proficiencies. This would include Japanese and Western Armenian, in which because no certification test is available, the OPE is only means available to document for self-marketing purposes, an interpreter’s speaking skills; and 3) OPEs taken by bilingual staff or candidates for bilingual staff positions seeking to document their speaking proficiency. Contractor must have the technological capacity to distinguish between candidate intentions in taking the OPE, and the annual summary will include sub-totals of OPE exams distinguished by candidate purpose of testing. Includes:

Report will include a summary chart of candidate scores for all candidates during the six months; Candidate scores by Exam site; and, Candidate scores in correlation with demographic data;

5.4.1.2.3 Additional administration performance indicators.

* + - * + Discussion of any issues with proctors and site supervisors, including what happened and how it was resolved;
        + A discussion of any other problems encountered and any proposed changes to the Work necessitated by these problems; and,
        + A description of all appeals received during the previous six-month period, including actions taken to resolve the appeals.
        + Other information as the Judicial Council Project Manager may reasonably request within the scope of the Agreement.

5.4.1.3 Weekly and Monthly OPE Status:

- Contractor shall provide oral reports on the volume of Exam test-takers at weekly scheduled conference calls with the Judicial Council Project Manager. At the weekly check-in calls, contractor will present information about OPE candidate population, including but not limited to: analysis of volume by language and test site, and projections regarding future test volume.

-Monthly Registered Status Passers List: Contractor will submit to the Judicial Council Project Manager a list of candidates that have in the previous month successfully completed and passed their set of testing requirements for Registered Court Interpreter status: Written, OPE in English, and in languages where it is available, OPE in the other language. Passers list will include names of passing candidates, addresses, telephone numbers, email address, language for which exams were passed, and as informational only, additional languages of intent up to five.

* 1. The Contractor shall track and make appropriate scheduling accommodations for candidates who require an Exam retake due to misadministration or other manifest error caused by the Contractor and/or sub-contractor LTI.
  2. Candidate Appeals. The Contractor shall receive, acknowledge, evaluate, address and communicate responses to appeals received regarding the OPEs as described in Exhibit D, section 2.4, Candidate Appeals.

Descriptions of appeals regarding OPE will be described in both six month reports Exhibit D section 7 and in the annual appeals summary section 2.4.

* 1. Exam Administration Activities for OPEs

The Contractor will be asked to perform the following tasks in relation to test administration activities for the OPEs:

Administer valid, defensible computer-based or telephonic OPEs in English and in 72 or more languages or as available. OPEs should be administered on an ongoing basis OPEs in all available languages must measure oral proficiency skills and assess an individual's ability to speak the language according to the American Council on the Teaching of Foreign Languages (ACTFL) speaking proficiency guidelines (or an equivalent system or rubric). The Contractor shall use its authorized subcontractor, LTI, for the use of already established OPEs or for the performance of certain administrative tasks.

There are different purposes/pathways for which candidates take an Oral Proficiency Exam (OPE). For status as a registered court interpreter, the “Advanced-High” minimum proficiency level is required. The Language Access Plan (adopted in January 2015), bilingual staff should have their language skills tested. Courts may set their own passing scores. Some candidates take OPEs for their own general information, and no specific passing score is required.

Note, there are some certified languages for which Bilingual Interpreting Exams are not available at this time, Japanese and Western Armenian. Candidates will not be able to become credentialed in those languages on the Master List by passing OPE exams. Candidate may choose to take OPEs in those languages for the purpose of documenting their own skills.

The OPEs are to be administered on a continuous basis at predetermined test sites throughout the Judicial Council to provide access throughout the State. A minimum of 10 centers will offer this exam.

Establish an on-going/on-demand exam schedule that both parties may publish as appropriate but which may be modified, with the approval of the Judicial Council Project Manager, based upon a change in circumstances, such as unavailability or inadequacy of Exam sites;

Ensure that the Exam site facilities include appropriate sound-proof rooms needed for high-stakes Oral Proficiency Exam administration and that test sites can accommodate all necessary technological equipment needed for the administration of the Exams including high quality telephone line and appropriate way to take newly implemented demographic survey;

Ensure that the Exam Cycle schedules accommodate Judicial Council holidays and those candidates observing the Sabbath on Saturdays and ensure that Exam site facilities are accessible to applicants with disabilities in compliance with the ADA;

Ensure that necessary accommodations are made in cases of excessive noise or disruptive activity, including, but not limited to ongoing construction, labor disputes, or special occasions or events.

Ensure that there is no discrimination of candidates as to age, sex, race, religion, national origin, physical or mental disability, sexual orientation, or marital status, and include statements on nondiscrimination in every announcement of the Exam program;

Administer OPEs at agreed upon locations including preparing the Exam site facilities, arranging, scheduling, and monitoring proctors and other staff, as well as rating the exams and shipping and receiving Exam Materials, and other related tasks;

Prepare, review, print, and disseminate Exam Materials, applications, schedules, Exam results and related Materials for all candidates of Oral Proficiency Exam;

Accept and process applications and Application Fees, using the then- current fee schedule approved by the Judicial Council for OPEs and any other fees involved. Fees will be based on competitive market rates and will be set for the then current year of the Agreement and then adjusted as set forth in Exhibit C, Payment Provisions, Section 3, Payment for Contract Work, subsection 3.2.

Select, train, schedule, evaluate, and otherwise manage all Exam Proctors, all other Staff Employees, and Contract Staff who meet the minimum qualifications for Exam administration and Exam scoring. The Contractor shall establish methods by which Proctors will be identified, recruited, screened, and evaluated, ensuring that Proctors are able to communicate effectively in English language.

* 1. Ensure that LTI rotates Exam Materials as appropriate;
  2. Ensure that representatives of the Judicial Council Project Manager adhere to monitoring/observing policies. (The Judicial Council Project Manager may send a representative, with advance notice to the Contractor, to be present at randomly selected Exam sessions or to listen to tapes of the Exam.);
  3. Advise the Project Manager prior to the administration of Exams of any substantive change in Exam administration procedures, techniques, or the scope or objectives of the Exams; and
  4. Tasks/Deliverables for Oral Proficiency Exam Administration

In providing the Exam Administration and Exam Development Work of the Agreement, the Contractor shall perform the Tasks and provide the Deliverables as outlined in Table 2 at the end of this Exhibit.

1. Signed Language Test Projects

6.1 Deliverable: Job Task Analysis, Knowledge Skills and Abilities, Testing Assessment, Testing Options.

1. Job Task Analysis: Conduct a thorough Job Task Analysis (JTA) for Certified American Sign Language (ASL) Court Interpreters in state courts, and a JTA for Deaf Intermediary (DI) interpreters in state courts. JTA research to include, but not be limited to: extensive interviews with California court staff and judicial officers, review of related literature and existing descriptions, additional key informant interviews, multi-disciplinary subject matter expert teams conducting direct observations of in courtroom and out of courtroom work by ASL and DI interpreters, review of exemplar court transcripts, court documents related to proceedings and events among those in which ASL and DI interpreters provide services, and focus groups of deaf and hard of hearing court users. (As one reference point, see this prior report sponsored by the Judicial Council regarding spoken language interpreter Job Task Analysis: <http://www.courts.ca.gov/documents/altafinalreport.pdf> , 2007, especially chapter one on analysis of work qualifications.)

This project will include a description of the similarities and any differences between the broader concept of “legal interpreting” for ASL and DI interpreters, in contrast to the more specific concept of “court interpreting” for ASL and DI interpreters.

This project will also include a description of similarities and differences between the Job Tasks of ASL court interpreters and DI court interpreters in state trial courts (such as California), and federal court interpreters.

1. Knowledge, Skills and Abilities (KSAs): Build upon the thorough Job Task Analysis projects by developing Knowledge, Skills, and Abilities documents (KSAs) for: 1) Certified American Sign Language Court Interpreters in state courts, and 2) Deaf Intermediary interpreters in state courts. This will include a comparison for similarities to and differences from California’s KSAs for spoken languages, found here for reference: <http://www.courts.ca.gov/documents/KSAs.pdf> (2007)

The description of KSAs will include notation of any differentiation of those required for interpreters (ASL and DI) for both legal and court levels, and for state level and federal levels.

1. Assessment of Test Instruments and Skill Assessment Methodologies: Analyze the existing and previously existing test/qualification processes for ASL and DI interpreters at the generalist level, and at the specialist legal and court levels. Use the Knowledge, Skills and Abilities for each role as a tool to compare the knowledge, skills and abilities assessed by each instrument. Include the Written exam currently used by California for spoken language court interpreters among the instruments and methodologies available.

Review research on the effectiveness of performance tests and portfolio assessment processes (including submission of a self-selected videos of candidate interpreting), and the validity of relying on a performance test at a generalist level, and a portfolio or other non-performance test evaluation at the specialist level for a profession as ASL and DI court interpreters.

Previous work was done on spoken languages including in this report:

<http://www.courts.ca.gov/documents/ALTAReport.pdf> (2010)

1. Analysis of Future Testing Possibilities: Based on research, analysis, best practices and innovative ideas, present a set of different future test program possibilities. These possibilities should include but not be limited to: utilizing a combination of already existing and available performance testing instruments, objective metrics for assessing self-submitted work samples, and other portfolio assessment approaches. This could, for example, include a recommendation of utilizing a generalist performance test but requiring higher scores on those instruments in order to be qualified as an ASL or DI court interpreter than the scores required for a generalist certificate. As another example, it could include a recommendation of utilizing the current written exam California that currently uses for spoken language court interpreters, and combine that with an experience portfolio of legal and court experience along with specified performance on an existing generalist exam. It should also include a recommendation of the full amount of KSAs for ASL and DI court interpreters that could effectively be assessed through a written exam methodology.

6.2 Deliverable: Methods for increasing objectivity in rating performances.

When evaluating spoken language interpreter performances in a performance exam context, several measures are regularly utilized to decrease bias and increase objectivity – including the use of audio recorded performances, and keeping the names of the candidates confidential with respect to the raters. However, ASL and DI interpreter performances include the face, hands and upper body of the interpreter as integral components of the rendition of an interpretation. Because of this, the upper body and face of the interpreter must be visible to the raters of either a performance exam, or a self-selected video of a candidate interpreting. There is more subjectivity introduced into the process of evaluating ASL and DI interpreter performances than examiners have control over in spoken language performance testing. The subjectivity may be subject to bias not only on recognizing the individual candidate, but also about aspects of their physical appearance.

Working with subject matter experts in ASL linguistics, psychometrics, and test developers, contractor will develop a methodology to evaluate signing (by ASL and DI court interpreters) that minimizes rater bias and increases objectivity.

6.3 Deliverable: Rubric for rating of candidate-provided video of candidate interpreting, set cut score, and rater development.

The Judicial Council may decide to develop a testing program component in which candidates submit their own video recordings of themselves interpreting, a rubric for rating these recordings will be needed. Contractor will develop an example of a set of parameters for video content instructions, and design and develop an evaluation rubric of how such videos would be fairly and effectively evaluated by raters.

*Set Cut Score*

Utilize the Angoff method, bringing subject matter experts together to determine the optimal cut score for this assessment of self-provided video examples of candidate interpreting.

*Rater Development*

Create criteria for selection of raters, create a curriculum for training of raters, recruit and select a group of at least eight raters (may include members of the development team that are deemed appropriate candidates to become raters).

6.4 Deliverable: New exam development, set cut score, and rater development.

*Development*

The Judicial Council may decide to develop a new performance exam which will encompass (but not be limited to) specialist level court and/or legal interpreting Knowledge, Skills and Abilities assessments. Such a project would include engaging appropriate subject matter experts (as defined by the Judicial Council) to conduct the following:

a) Research, select, and procure court transcripts to serve as base transcripts (including copyright permissions) for an exam based on multiple criteria including but not limited to the range of vocabulary, the case and event type, the representativeness of the case and its consistency with typical California courtroom cases.

b) Develop the court transcripts into exam materials for: simultaneous interpretation, consecutive interpretation, a section designed to test the ability to work in relay, and a section to examine the ability of the interpreter to (to the degree possible given the nature of the different languages involved) sight translate a document written in English into a signed language for a court user with a limited ability to read English. Select objective scoring units, based on section lengths and scoring unit distribution requirements provided by Judicial Council.

c) Develop video stimulus/prompting material that would be used during a performance exam, shown to the candidate for them to interpret.

d) Develop a scoring guide (most likely in a video format) for multiple acceptable and multiple unacceptable renditions of each scoring unit.

e) Project team will include at least the following, a test development manager seasoned in interpreter exam development, three subject matter experts (two of whom must be SC;L and hearing, one of whom can be deaf and SC:L or CLIP-R). The team will have brought together in-person for a minimum of 40 hours for joint work on the project.

*Set Cut Score*

Utilize the Angoff method, brining subject matter experts together to determine the optimal cut score for this new exam.

*Rater Development*

Create criteria for selection of raters, create a curriculum for training of raters, recruit and select a group of at least eight raters (may include members of the development team that are deemed appropriate candidates to become raters).

6.5 Deliverable: Existing exam modification, set cut score, and rater development.

*Development*

The Judicial Council may decide to modify and/or further develop existing exam components into a revised and complete exam testing specialist level court and/or legal interpreting Knowledge, Skills and Abilities assessments. The Judicial Council may partner with other organizations that own copyrights to currently existing ASL and DI testing components, or by the Judicial Council securing the copyrights to existing materials to further develop. The resulting modified and expanded exam will encompass (but not be limited to):

* Exam content testing simultaneous interpretation, consecutive interpretation, a section designed to test the ability to work in relay, and a section to examine the ability of the interpreter to (to the degree possible given the nature of the different languages involved) sight translate a document written in English into a signed language for a court user with a limited ability to read English.
* This development project may include development of new sections, which will require research, select, and procure court transcripts to serve as base transcripts (including copyright permissions) for an exam based on multiple criteria including but not limited to the range of vocabulary, the case and event type, the representativeness of the case and its consistency with typical California courtroom cases.
* The entire exam will have selected objective scoring units, based on section lengths and scoring unit distribution requirements provided by Judicial Council.

Furthermore, contractor will:

* Develop and/or revise video stimulus/prompting material that would be used during a performance exam, shown to the candidate for them to interpret.
* Develop and/or revise a scoring guide (most likely in a video format) for multiple acceptable and multiple unacceptable renditions of each scoring unit.

Contractor will utilize a project team for this modification/development project, will include at least the following:

* A test development manager seasoned in interpreter exam development.
* Three subject matter experts (two of whom must be SC; L and hearing, one of whom can be deaf and SC: L or CLIP-R).
* The team will have brought together in-person for a minimum of 30 hours for joint work on the project.

*Set Cut Score*

Utilize the Angoff method, brining subject matter experts together to determine the optimal cut score for this new revised/expanded exam.

*Rater Development*

Create criteria for selection of raters, create a curriculum for training of raters, recruit and select a group of at least eight raters (may include members of the development team that are deemed appropriate candidates to become raters).

1. Optional Work-Robust Remote Rater Calibration Training.

Pending NCSC agreement to this project, the project will include the design, development, pilot and refinement of a robust remote rater training including calibration/norming. This is envisioned to be approximately eight hours of training, and to include web-based self-study and remote cohort/WebEx live group check-ins with a Subject Matter Expert. This project would have multiple phases over a twelve-month activity period:

* 1. Locate and assess previously developed curriculum that is available to be used. Alternatively, if there is none, proceed with Curriculum Design.
  2. Curriculum design phase:

7.2.1 Including Subject Matter Experts on the rating process, and curriculum design specialists.

* + - 1. Detailed work including development of exercises and writing audio scripts for the training.
      2. Contractor will provide subject matter experts on curriculum design principles for remote learning.
      3. Contractor will recruitment and provide payment and expenses of two subject matter experts (SME’s) for milestone reviews and creation of gap training content identified. SME selection subject to NCSC and Judicial Council approval.

7.3 Course development phase:

7.3.1 Contractor will implement the development of the course once curriculum content and design is complete (building the web-based course, hiring actors, video production etc.). Contractor staff/consultant travel is included. Contractor will make all logistical arrangements, and cover cost of all logistics, as well as project coordination. Contractor will include:

* + 1. Assessments at end of each individual module in the class to ensure knowledge retention to cover more content
       1. Provide a more in-depth and greater breadth “assessment” at end of course (after all modules)

7.3.3 Include audio in training and assessments - choice of languages

* + 1. Update/enhance content where needed

7.3.5 This course will include example audio segments of test candidate renditions, numerous exercises for course participants, and instructive “norming” feedback.

7.3.6 This new course may be used within future rater in-person training if desired as a blended learning approach. The development of this robust course may lead to the replacement of the current annual online refresher with a shorter recertification assessment, to be determined at a later date.

7.3.7 Contractor may incorporate “leverage” the existing online training developed by Judicial Council; however, it is anticipated that ninety percent (90%) of the product will be new. (Subject to intellectual property rights.)

7.4 Pilot phase of the course: A robust pilot will be undertaken involving key audiences (subject to NCSC and Judicial Council determination).

7.4.1 Modifications of the course based on the pilot: it is anticipating substantial revisions may be needed based on the pilot, and contract includes those modifications.

7.5 A course evaluation tool will be included.

* 1. The Judicial Council retains the rights to move the housing of this course to a different system if desired.
  2. Judicial Council will instruction Contractor on the degree to which NCSC will be involved. If NCSC agrees to the project as then designed, then the role of NCSC/LASS/LAAC/Former “Consortium” will be to provide content underlying the curriculum and content underlying the development of the course including: subject matter expertise on the rating process, outcomes and learning objectives of each module of the training including norming, and other responsibilities. Contractor will pay any necessary funding to secure NCSC services to the degree requested by the Judicial Council.

1. Optional Work - Internet Learning Platform for Prospective Court Interpreters
   1. The Contractor may be requested to assist in the implementation of an online course that would be hosted by the Judicial Council for participants identified by the Judicial Council. The course will introduce prospective interpreters to courtroom protocol, familiarize them with courtroom setups, and further introduce them to the court interpreter profession. Specific content for the learning platform will be provided by the Judicial Council. The internet learning platform should include an administrative module that contains assessment and reporting capabilities to track course enrollment and completion status. Since the Judicial Council is hosting this learning platform, it will not need assistance in tracking credits for course completion. The course may include video vignettes, photos, scenarios and quizzes.
   2. The Contractor will limit access to the course to those who have passed appropriate exams.
   3. The Contractor will be responsible for implementing the online course from the content provided by the Judicial Council.
   4. The Contractor may suggest to the Judicial Council a choice of possible platforms including Moodle2 and Captivate3 for implementing the course.
   5. The Contractor will provide consultation on formatting of materials and methods for conveying content as will be appropriate to the chosen platform.
   6. The Contractor will create a secure website or otherwise make the course available in a controlled manner.
   7. The Contractor may divide the course into different sections which can be taken separately.
   8. The Contractor may build in data collection and cumulative data tracking into the course.
   9. The Contractor may build in the ability to submit assignments for review by staff.

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**Table 4 – Deliverables**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Name of Deliverable** | **Tasks** | **Estimated Completion Date (TBD)** | **Quantity** | **Unit of Measure** |
| 1 | Project Management and Communications | Reference Exhibit D, Work To Be Performed | TBD | 1 year documented in 1 report | Per testing program (This encompasses all contractor activities under this Contract.) |
| 2 | Annual Summary of Examination Activities | Reference Exhibit D, Work To Be Performed | TBD | 1 report covering all exam types | Per report |
| 3 | Final disposition of Written, Bilingual Interpreting Exam, and Oral Proficiency Exam Appeals | Reference Exhibit D, Work To Be Performed | TBD | 1 report covering all exam appeals for exams taken during the 12 month activity period | Per report |
| 4 | First Six Months Report on Written Exam On-Going Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 report including multiple components | Per Report |
| 5 | Second Six Months Report on Written Exam On-Going Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 report including multiple components | Per report |
| 6 | Written Exam Maintenance, Development and Republishing | Reference Exhibit D, Work To Be Performed | TBD | 1 complete project | Per project |
| 7 | Proctor Services | Reference Exhibit D, Work To Be Performed | TBD | 1 year of services documented in one report | Per report |
| 8 | Remote Refresher Training for Experienced Raters | Reference Exhibit D, Work To Be Performed | TBD | 1 year of appropriate refresher training | Per report documenting one year of services |
| 9 | Rater Recruitment and Selection for Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 25 in one year | Per rater successfully recruited, passing any required exams, signed oaths, signed agreement of responsiveness to future requests for rating. |
| 10 | In Person Rater Training w NCSC | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of one training within one year | Per multi-day training |
| 11 | In Person Rater Training California Only Languages | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of one training within one year | Per multi-day training |
| 12 | Specific Language Rater Training | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of four within one year | Per two hour session |
| 13 | Report on First Six Months of Administration of Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report encompassing multiple components |
| 14 | Additional Re- Scoring Summer/Fall Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 set of borderline reports | Per report documenting all re-scorings from the administration |
| 15 | Pre-consensus Rater Capture and Analysis for Summer/Fall Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information |
| 16 | Post- Consensus Item Level Capturing Summer/Fall Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information |
| 17 | Report on Second Six Months of Administration of Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report encompassing multiple components |
| 18 | Additional Re- Scoring Winter/Spring Bilingual Interpreting Exam | Reference Exhibit D, Work To Be Performed | TBD | 1 set of borderline reports | Per report documenting all re-scorings from the administration |
| 19 | Pre-consensus Rater Capture and Analysis for Winter/Spring Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information |
| 20 | Post-Consensus Item Level Capturing Winter/Spring Bilingual Interpreting Exam Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 complete set encompassing all exams administered during exam administration | Per deliverable encompassing multiple sets of information |
| 21 | Post consensus item analysis and reports on Bilingual Interpreting Exams (per version, can combine candidates across administrations) | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 8 | Per exam version (can combine candidate attempts across multiple administrations) |
| 22 | Special Report Multi-Year Candidate | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report |
| 23 | Thorough exam assessment | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 3 in one year | Per exam version |
| 24 | Special thorough exam assessment | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 3 in one year | Per exam version |
| 25 | Development of a full new exam for California | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per exam version including all related items |
| 26 | Development of a full new exam with NCSC | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per exam version including all related items |
| 27 | Major maintenance of a California only exam | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per project |
| 28 | Major maintenance of an exam in the NCSC bank | Reference Exhibit D, Work To Be Performed | TBD | Up to 1 in one year | Per project |
| 29 | Minor maintenance of a California only exam | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 2 in one year | Per project |
| 30 | Minor maintenance of an exam in the NCSC bank | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 2 in one year | Per project |
| 31 | Stand-alone scoring guide update | Reference Exhibit D, Work To Be Performed | TBD | Up to a maximum of 3 in one year | Per exam version scoring guide |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 32 | First Six Month Report on OPE On-Going Administration | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report |
| 33 | Second Six Month Report on on-going OPE administration | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per report |
|  | **PREFERRED BUT NOT REQUIRED FOR RESPONSIVENESS TO RFP** | | | |  |
| 34 | ASL/DI: Job Task Analysis, Knowledge Skills and Abilities, Testing Assessment, Testing Options. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |
| 34 | ASL/DI: Methods for increasing objectivity in rating performances. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |
| 35 | ASL/DI: Rubric for rating of candidate-provided video of candidate interpreting, set cut score, and rater development. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |
| 36 | ASL/DI: New exam development, set cut score, and rater development. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |
| 37 | ASL/DI: Existing exam modification, set cut score, and rater development. | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |
|  | OPTIONAL WORK |  |  |  |  |
| A | Robust Remote Rater Calibration Training (ROD TO REVIEW from Contract Perspective) | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |
| B | Internet Learning Platform | Reference Exhibit D, Work To Be Performed | TBD | 1 | Per complete project |

*END OF EXHIBIT*

EXHIBIT E

ATTACHMENT 1

Acceptance AND Signoff Form

Description of Work provided by Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Date submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_

Work is:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please note level of satisfaction:

[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Work is accepted.

[ ] Work is unacceptable as noted above.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Date: \_\_\_\_\_\_\_\_\_\_\_\_

END OF ATTACHMENT