

## **ATTACHMENT 2 CONTRACT TERMS**

### **EXHIBIT A - STANDARD PROVISIONS**

#### **1. INDEMNIFICATION**

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

#### **2. RELATIONSHIP OF PARTIES**

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

#### **3. TERMINATION FOR CAUSE**

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

- B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**4. NO ASSIGNMENT**

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

**5. TIME OF ESSENCE**

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

**6. VALIDITY OF ALTERATIONS**

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

**7. CONSIDERATION**

The consideration to be paid to the Contractor under this Agreement shall be 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***

## ATTACHMENT 2 CONTRACT TERMS

### EXHIBIT B - SPECIAL PROVISIONS

#### 1. DEFINITIONS

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

- A. **“Acceptance”** refers to the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal or other Contract requirement, in compliance with the Contract Documents, including without limitation, *Exhibit D, Work to be Performed*, and *Exhibit F, Attachment 1, Acceptance of the Work and Sign-off Form*.
- B. **“Accounting”** refers to the Grant Accounting contact person designated and authorized by the State to oversee the fiscal functions of the Agreement between the State and the Contractor.
- C. **“Administrative Director”** refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- D. **“Amendment”** refers to a written document issued by the State and signed by the Contractor, which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- E. **“Confidential Information”** refers to trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- F. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**

- G. “**Contract Amount**” refers to the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- H. The “**Contractor**” refers to the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- I. “**Contractor Works**” shall have the meaning set forth in Exhibit B’s provision entitled “Ownership of Data, Materials and Deliverables,” sub-paragraph 20.
- J. “**Data**” refers to all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- K. “**Day**” refers to a calendar day, unless otherwise specified.
- L. “**Deliverable(s)**” or “**Submittal(s)**” refers to one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- M. “**Force Majeure**” refers to a delay which impacts the timely performance of Work which neither the Contractor nor the State 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:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- N. “**Grant**” refers to the amount funded by the U. S. Department of Health and Human Services, Administration for Children and Families that provides the State’s Appropriation Year allocation for the State Court Improvement – Basic Program FY 2011, Grant Document Number (GDN) 1101CASCIP.
- O. “**Grantee**” and “**Subgrantee**” The “**Grantee**” refers to the recipient of the **Grant(s)**, the Judicial Council of California, Administrative Office of the Courts. The “**Subgrantee**” refers to a subrecipient of Grant/subgrant funds via a sub-tiered award by the Grantee.

- P. “**Grantor(s)**” refers to the federal awarding agency the U.S. Department of Health and Human Services, Administration for Children and Families.
- Q. “**Key Personnel**” refers to the Contractor’s key personnel or Subcontractor named in *Exhibit E, Contractor’s Key Personnel*, whom the State has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in *Exhibit E, Contractor’s Key Personnel*. Responsibilities of Key Personnel are set forth in *Exhibit D, Work to be Performed*.
- R. “**Material**” refers to all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- S. “**Notice**” refers to a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- T. The “**State**” refers to the Judicial Council of California, Administrative Office of the Courts. The State is one of the parties to this Agreement.
- U. “**Standard Agreement Coversheet**” refers to the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
- V. “**Stop Work Order**” refers to the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this *Exhibit B*.
- W. “**Subcontractor**” refers to an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- X. “**Task(s)**” refers to one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- Y. “**Third Party**” refers to any individual, association, partnership, firm, company,

corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.

- Z. “**To Be Determined**” or “**TBD**” is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the State and incorporated into the Agreement via Amendment(s).
- AA. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

## 2. MANNER OF PERFORMANCE OF WORK

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Non-discrimination/No Harassment Clause, as set forth in this *Exhibit B*.

## 3. TERMINATION OTHER THAN FOR CAUSE

- A. In addition to termination for cause under *Exhibit A, Standard Provisions, paragraph 3*, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

## 4. STATE'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of

this Agreement for services rendered prior to the effective date of termination; and

- ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
- D. Notwithstanding any provision of this Agreement to the contrary, a default or breach of this Agreement shall not occur if the AOC is unable to pay any amount owed hereunder because of the State of California's failure to timely approve and adopt a State budget. Should the AOC fail to pay any amount as a result of the State of California's failure to timely approve and adopt a State budget, the AOC shall promptly pay any previously due and unpaid amounts upon approval and adoption of the State budget.

## 5. STOP WORK

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30)

Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under this *Exhibit B*, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

## 6. AGREEMENT ADMINISTRATION/COMMUNICATION

- A. Under this Agreement, the AOC Project Manager shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be performed under this Agreement shall be made through the AOC Project Manager and the Contractor.

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

Judicial Council of California  
Administrative Office of the Courts  
\_\_\_\_[TBD]\_\_\_\_, AOC Project Manager  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

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

Telephone: \_\_\_\_[TBD]\_\_\_\_  
Facsimile: \_\_\_\_[TBD]\_\_\_\_  
Email: \_\_\_\_\_[TBD]\_\_\_\_\_

- B. Notice to the Contractor shall be directed in writing to: \_\_\_\_[TBD]\_\_\_\_.

## 7. STANDARD OF PROFESSIONALISM

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

## 8. EVALUATION OF CONTRACTOR

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



## 9. ACCEPTANCE OF THE WORK

- A. The AOC Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the AOC Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
  - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
  - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the AOC Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The AOC Project Manager shall use *Exhibit F, Attachment 1, Acceptance of the Work and Sign-off Form* to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the AOC Project Manager shall submit to the Contractor a written rejection using *Attachment 1, the Acceptance of the Work and Sign-off Form*, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the AOC Project Manager requests further change, the Contractor shall meet with the AOC Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work is accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in *subparagraph F* below.
- F. If agreement cannot be reached between the AOC Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by

the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of *Standard Provisions, paragraph 3*, as set forth in *Exhibit A*.

#### 10. CONTRACTOR'S PERSONNEL AND REPLACEMENT OF PERSONNEL

- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of the Contractor's personnel is not in the best interest of the State. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with *subparagraph A*, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel acceptable to the AOC Project Manager, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in *Exhibit E, Contractor's Key Personnel*.
- C. The Contractor shall endeavor to retain the same individuals assigned to the Work during the performance of the Work of this Agreement. However, the Contractor may, with approval of the AOC Project Manager, introduce personnel to the Work with specific skill sets or release personnel from the Work whose skill set is not needed at the time, except for the Contractor's Work contact.
- D. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to *paragraph 3*, as set forth in *Exhibit A, Standard Provisions*.

#### 11. FEDERAL GRANT REQUIREMENTS

- A. The Grant shall be administered in compliance with conditions set forth in **§438B of Part B Title IV** of the Social Security Act, including the State application and plan, all assurances, approved amendments or revisions applicable Federal regulations, program policies and instructions.
- B. The State shall comply with the applicable Department of Health and Human Services (DHHS) regulations:
  - i. **2 CFR Part 225** – Cost Principles for State, Local and Indian Tribal Governments
  - ii. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board;
  - iii. **45 CFR Part 30** – Claims Collection;

- iv. **45 CFR Part 76** –Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
  - v. **45 CFR Part 80** - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964;
  - vi. **45 CFR Part 81** – Practice and Procedures for Hearing Under Part 80 of this Title;
  - vii. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
  - viii. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
  - ix. **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations;
  - x. **45 CFR Part 91**- Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance; r any other level of Government through the use of other resources. (See 45 CFR Part 93)
  - xi. **45 CFR Part 92** – Uniform Administration Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments;
  - xii. **45 CFR Part 93** – New Restrictions on Lobbying;
  - xiii. **45 CFR Part 95, Subpart E** – Cost Allocation Plans; and
  - xiv. **45 CFR 100.12** – How may a State simplify...Federally required State plans?
- C. This program is also governed by the Office of Management and Budget Circular A-133-Audits of States, Local Governments and Non-Profit Organizations, including the audit requirements of the **Single Audit Act of 1984** (Public Law 98-502).
- D. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following:
- i. Section 507: “Purchases of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.”
  - ii. Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”
- E. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly

used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any sub-awards that contain provisions for children's services and all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

- F. Direct Federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. (See 45 CFR Part 87.)
- G. Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)
- H. These awards are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 USC 7104). The full text of this requirement is found at <http://www.acf.gov/grants/award terms.html>

## 12. SUB-RECIPIENTS UNDER GRANTS

- A. The State is required to determine recipient type when sub-granting or contracting using Federal funds. In accordance with the standards set in OMB Circular A-133, the determination is based on the substance of the relationship with the State, rather than the form of the agreement.
- B. The presence of one or more of the following conditions would indicate that the recipient should be considered a *sub-grantee* and is subject to the provisions of the OMB Circular A-133:
  - i. Determines who is eligible to receive what Federal financial assistance;
  - ii. Has its performance measured against whether the objectives of the Federal program are met;
  - iii. Has responsibility for programmatic decision making;

- iv. Has responsibility for adherence to applicable Federal program compliance requirements;
  - v. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
- C. The presence of one or more of the following conditions would indicate that the recipient should be considered a *vendor* and is not subject to the provisions of OMB Circular A-133:
- i. Provides the goods and services within normal business operations;
  - ii. Provides similar goods or services to many different purchasers;
  - iii. Operates in a competitive environment;
  - iv. Provides goods or services that are ancillary to the operation of the Federal program;
  - v. Is not subject to compliance requirements of the Federal program.
- D. No organization may participate in this program in any capacity or be a recipient of Federal funds designated for this program if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 92.35.) The State must include a similar term and/or condition for all sub-awards or contracts awarded under this program. Prior to issuing sub-awards or contracts under these grants, the State must consult the ineligible list to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <http://www.epls.gov>.
- E. The State is responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 92.40.)
- F. The State is required to advise sub-grantees/sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the State. These include grant administration requirements under 45 CFR Part 92, audit requirements under OMB Circular A-133 and cost principles according to recipient type:
- G.
- i. Non-Profit Organizations: 2 CFR Part 230;
  - ii. Educational Institutions: 2 CFR Part 220; and
  - iii. Commercial Vendors or Subcontractors: 48 CFR Part 31

### 13. FINANCIAL MANAGEMENT

Federal funds awarded under this grant program must constitute no more than **75 percent** of total program expenditures. The remaining **25 percent** of program expenditures must be derived from non-Federal sources, including State funds, local

funds or cash or in-kind contributions.

- A. Federal funds awarded under this Grant must not be used for construction and/or the purchase of land.
- B. Federal funds awarded through these grants must be expended for the purposes for which they were awarded and within the time period allotted, in accordance with the deadlines discussed below.
- C. Project Period, Obligation Period, Liquidation Period for Federal Funds
  - i. The “project periods” and “obligation periods” for these awards are synonymous: the period from the first day of the current fiscal year through the last day of the next fiscal year.
  - ii. The Federal funds awarded under these grants for the current fiscal year must be obligated by the end of the obligation period (i.e., **no later than September 30, 2012, the last day of FY 2012**). Any funds that remain unobligated by that date will be recouped by DHSS.
  - iii. In accordance with Federal regulations at 45 CFR 92.23(b), Federal funds awarded under this grant must be liquidated “not later than 90 days after the end of the “project period” i.e., **no later than December 30, 2012, 90 days after the last day of FY 2012**). Any funds not liquidated by that date will be recouped by DHSS.

#### 14. FINANCIAL REPORTS

In accordance with the requirements of 45 CFR 92.41, the State is required to file an annual expenditure report for Basic State Court Improvement Training Grant FY 2009, Grant #0901CASCIT, indicating the amount of Federal funds that have not been obligated, liquidated and remain unobligated. Standard **OMB Form SF-269A (Short Form) “Financial Status Report”** is used for this purpose.

- A. The State is requested to file this report electronically through the ACF On-Line Data Collection (OLDC) system. OLDC requires electronic signatures from the appropriate State official. See Action Transmittal OA-ACF-AT-01-05, issued January 24, 2005). When electronic reports are completed and submitted, no paper submission is required.
- B. For States that elect to submit paper copies of the required expenditure report, send one (2) copy with an original signature of each submission of Form SF-269A (Short Form) to the Financial Office. Send an additional copy of each submission to the program office. (See “Important Addresses,” below.)
- C. A “fillable” copy of Form SF-269A (Short Form) is available on the OMB website at <http://www.whitehouse.gov/omb/grants/sf269a.pdf>
- D. Regardless of the method of submission, the State must adhere to the following

submission schedule:

- i. An interim financial report, covering the current fiscal year, must be submitted no later than **90 days** following the end of the current Federal fiscal year (i.e., no later than **December 30, 2011**).
- ii. In accordance with Federal regulations at 45 CFR 92.23(b), the final financial report, covering the entire obligation and liquidation periods, must be submitted no later than the last day of the liquidation period (i.e., no later than **December 30, 2012**).

## 15. PROGRAM MANAGEMENT

- A. In accordance with the requirements at CFR 45 92.40, the State is required to submit an annual program assessment report for this Federal grant, assessing the effectiveness of the activities supported with these grant funds and in conformance with the requirements for submission found in Program Instruction ACYF-CB-PI-06-05 and Program Instruction ACFY-CB-PI-07-09.
- B. One copy of this report is to be submitted to the appropriate ACF Regional Program Manager. Second copy of this report is to be submitted to :

The National Child Welfare Resource Center on Legal and Judicial Issues  
c/o ABA Center on Children and the Law  
740 15th Street, NW  
Washington, DC 20005-1022

Attn: Ms. Shante Bullock  
E-mail: [bullocks@staff.abanet.org](mailto:bullocks@staff.abanet.org)

- C. The U.S. Government Accountability Office (GAO) maintains **FraudNET**, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. Reports are kept confidential; you need not provide your name. Information provided through the Internet web site is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds, through one of the following methods:

Phone: (800) 424-5454;  
Fax : (202) 512-3086;  
Email: [fraudnet@gao.gov](mailto:fraudnet@gao.gov); and  
Mail: GAO FraudNET,  
441 "G" Street N.W.  
Washington, D.C. 20548

**16. NON-DUPLICATION OF GRANT-FUNDED EXPENDITURES**

The Contractor certifies that neither the Contractor nor any Subcontractor has any ongoing or completed projects with the State, 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 State.

**17. RIGHTS TO INVENTIONS MADE UNDER GRANT-FUNDED AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**18. ASSIGNMENTS OR SUBCONTRACTING**

- A. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under *Exhibit A - Standard Provisions, paragraph 4*, it is the policy of the State to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the State, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the State to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.
  
- B. Any substitution or prolonged absence of the personnel, who were specifically identified in the original proposal, as accepted, must be approved. Failure to obtain acceptance shall constitute a major breach of this Agreement.

**19. SERVICES WARRANTY**

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



## **20. CHANGES AND AMENDMENTS**

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

## **21. ACCOUNTING SYSTEM REQUIREMENT**

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

## **22. 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.

## **23. AUDIT**

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

## **24. INSURANCE REQUIREMENTS**

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
  - ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
  - iii. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - iv. 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.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents, as well as the 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.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents, as well as the officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
  - iii. 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.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.

- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Avenue, 7<sup>th</sup> Floor, San Francisco, CA 94102-3688.

## **25. CONFIDENTIALITY**

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

## **26. COPYRIGHTS AND RIGHTS IN DATA**

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

## **27. OWNERSHIP OF DATA, MATERIALS AND DELIVERABLES**

- A. State Works. As between the Contractor and the State, the State will be the sole and exclusive owner of all Works owned by the State as of the Effective Date or created by the State separate from this Agreement (collectively, the "**State Works**"). State Works include, but shall not be limited to, proprietary works of authorship, software, process or logic flowcharts, architecture designs, specifications, models, and documentation, as well as any associated Intellectual Property Rights. As of the Effective Date, the Contractor will be granted a limited, non-exclusive license during the term of the Agreement to use, access, copy, maintain, modify, enhance and create derivative works of the State Works solely as necessary for and for the sole purpose of providing the Services. The Contractor may not use State Works for any other

purpose, and may not sublicense any rights with respect to such State Works. The Contractor will cease use of such State Works upon expiration or termination of this Agreement.

- B. **Rights in Developed Works.** The Contractor hereby irrevocably assigns all right, title, and interest, including without limitation any and all Intellectual Property Rights (all copyrights, including without limitation any renewal terms, patents, trademark, service mark, and/or trade name rights, trade-secret rights, and other proprietary rights), in and to the works first created, made, developed, conceived, or reduced to practice in whole or in part, by or on behalf of the Contractor, the Contractor's agents or subcontractors, or any combination of the Contractor, the Contractor's agents or subcontractors, and the State in connection with the performance of the services of this Agreement, but excluding Contractor Works and Third Party Works, (including, without limitation, any modifications, enhancements and derivative works of the State Works) to the State of California. Accordingly, the State shall be entitled to access to and copies of any source code and any technical or user documentation relating to the Developed Works at all times, including during the progress of the work and upon completion of the work. The State may seek registration of its rights in and to the Developed Works, including without limitation copyright, trademark, service mark, and patent applications, in its own name, though it will not be obligated to do so.
- C. **Contractor Works.** As between the Contractor and the State, the Contractor will be the sole and exclusive owner of all Works owned by it as of the Effective Date or created by it separate from this Agreement (collectively, the "**Contractor Works**"). Contractor Works that may be used as part of Contractor's provision of Services include, but shall not be limited to, proprietary works of authorship that have not been created specifically for the State, including without limitation software, process or logic flowcharts, architecture designs, specifications, models, and documentation, as well as any associated Intellectual Property Rights ("**Contractor's Information**"). Upon introduction of any Contractor Works, the Contractor grants to the State and their subcontractors, without additional charge, (i) a perpetual, irrevocable (except as otherwise expressly provided in this paragraph), fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative of such Contractor Works (including, with respect to software, source code, and programmer interfaces) and to sublicense such rights to other entities; and (ii) with respect to Contractor Works that are software, copies of machine-readable and human-readable source code and technical documentation for such software. The foregoing license is subject to a right of revocation only upon the expiration or any whole or partial termination of this Agreement (following notice and a 45-day opportunity to cure) if the State has not made full payment of undisputed amounts properly due and owing to the Contractor.

## 28. **LIMITATION ON PUBLICATION**

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

**29. LIMITATION OF LIABILITY**

- A. The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.
- B. The Contractor indemnifies and holds harmless the State from and against all liability for personal injury or property damage caused by the Contractor's negligence or willful misconduct while performing its obligations pursuant to this Agreement on the State's premises. Any expiration or termination of this Agreement shall not affect the continuing obligations of the parties described in this Agreement.

**30. CONFLICT OF INTEREST**

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

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

**31. COVENANT AGAINST GRATUITIES**

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

**32. NATIONAL LABOR RELATIONS BOARD**

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

**33. DRUG-FREE WORKPLACE**

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

**34. NON-DISCRIMINATION/NO HARASSMENT CLAUSE**

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Section 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Section 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

**35. AMERICANS WITH DISABILITIES ACT**

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

**36. CALIFORNIA LAW**

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

**37. PERMITS AND LICENSES**

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

**38. 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.

**39. 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.

**40. SIGNATURE AUTHORITY**

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

**41. 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.

**42. 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,

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modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

***END OF EXHIBIT***



**ATTACHMENT 2  
 CONTRACT TERMS**

**EXHIBIT C - PAYMENT PROVISIONS**

**1. CONTRACT AMOUNT**

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

**2. COMPENSATION FOR CONTRACT WORK**

- A. For performing the Work of this Agreement, as set forth in *Attachment 2 Contract Terms, Exhibit D - Work to be Performed*, the State shall compensate the Contractor at the rate(s) set forth in Table 1, below, not to exceed the amount per Deliverable nor the estimated due date per Deliverable, as set forth in Table 2, below.

**Table 1: Hourly Rates for Each of Contractor’s Key Personnel and Other Personnel/Job Functions**

1. Key Personnel	Hourly Rate
1.A [TBD]	[TBD]
1.B [TBD]	[TBD]
1.C [TBD]	[TBD]
1.D [TBD]	[TBD]
2. Other Personnel/Job Functions	Hourly Rate
2.A [TBD]	[TBD]
2.B [TBD]	[TBD]
2.C [TBD]	[TBD]
2.D [TBD]	[TBD]

**Table 2: Due Dates and Not to Exceed Amounts**

Deliverable No.	Due Date	Not to exceed Amount
1	September 23, 2011	[TBD]
2	September 30, 2011	[TBD]
3	October 7, 2011	[TBD]
4	October 14, 2011	[TBD]
5	October 28, 2011	[TBD]
6	December 30, 2011	[TBD]

- B. Except for the specific travel expenses set forth in paragraph 3, below, the hourly rate set forth in Table 1, above, includes all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.
- C. The Contractor shall not charge nor shall the State pay any overtime rate.
- D. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- E. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed [**\$TBD**].

**3. COMPENSATION FOR TRANSPORTATION, MEALS, LODGING AND ADMINISTRATIVE AND OPERATING EXPENSES**

- A. The State shall reimburse the Contractor for the following transportation, meals, and lodging expenses.
  - i. The State shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required performing the Work of this Agreement.
  - ii. The Contractor shall submit a written travel plan to the AOC Project Manager *prior to incurring any travel expenses*, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
  - iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the AOC Project Manager agrees otherwise in writing.
  - iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines,

the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax and/or energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is **\$140.00** (per day per person), plus tax and energy surcharge.

- v. Reasonable ground transportation expenses will be reimbursed at applicable IRS approved rate per mile. Airport parking will be reimbursed based on the State-approved airport economy parking policy.
- vi. Upon AOC Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- vii. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed **\$30,000.00**, within total contract amount.

**B. Administrative and Operating Expenses**

- i. The State shall reimburse the Contractor for itemized administrative and operating expenses that are reasonably incurred in performing this Agreement, if the AOC Project Manager approves them. These expenses may include transcription, tapes, postage/ mailing and reasonable costs.
- ii. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed [**\$TBD**, within total contract amount].

**4. DIRECT EXPENSES**

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

**5. OTHER EXPENSES**

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

**6. TAXES**

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment

or parts supplied pursuant to this Agreement.

## 7. METHOD OF PAYMENT

- A. The Contractor shall submit an invoice for Work provided no more often than monthly. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
  - ii. An unique invoice number;
  - iii. The Contractor's name and address;
  - iv. A description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
  - v. The dates and hours worked;
  - vi. The name of the Contractor's Key Personnel that performed the Work and the contractual charges, including the appropriate hourly rate;
  - vii. For reimbursable travel expenses, the name(s) of Contractor's Key Personnel that traveled, date of trip, destination, type of trip, and the actual reimbursable expense, as allowed under this Agreement; and
  - viii. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3688
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

## 8. DISALLOWANCE

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

***END OF EXHIBIT***

## **ATTACHMENT 2 CONTRACT TERMS**

### **EXHIBIT D – WORK TO BE PERFORMED**

#### **1.0 TERM**

The services are expected to be performed by the Contractor over a period of 3 months, between **September 20, 2011** and **December 30, 2011**.

#### **2.0 SCOPE OF SERVICES**

##### **2.1 RESPONSIBILITIES**

Contractor's responsibilities are to develop curriculum and facilitate local strategic planning sessions on information sharing; identify key participants for a statewide strategic planning session on information sharing; confer with key participants to develop curriculum and then facilitate the statewide session; and provide the products of the statewide session to all stakeholders. This includes preliminary visits to four counties and meetings to convene stakeholders by September 30 2011; strategic planning sessions in the four counties by October 14 2011; and a statewide strategic planning session in San Francisco by October 28, 2011.

Contractor is responsible for identifying and contacting key participants; providing the content (agenda and talking points) for preliminary stakeholder meetings; providing professional facilitation staff and faculty for strategic planning sessions; and facilitating all strategic planning sessions

##### **2.2 EXPECTED CONTENT AND OUTCOME OF STRATEGIC PLANNING SESSIONS**

Strategic planning sessions for both local and statewide stakeholders should contain all of the following elements:

- Representatives from the juvenile court, the county child welfare agency, probation department, county counsel, child welfare attorneys, health department, board of supervisors, school districts or other education representatives, local child protection commissions, youth representatives; and state representatives from the AOC and CDSS.
- Information technology leaders from the juvenile court and the child welfare agency.
- Planning sessions should cover necessary background to information sharing in child welfare including the legal barriers and issues; the technological landscape including the developments of the California Court Case Management System, the CWS/Web system, and California's Health Information Exchange project.

- Planning sessions should allow participants the opportunity to discuss and compare local initiatives around information sharing; and identify barriers in the community and state to information sharing.
- Planning sessions should incorporate a method for participants to collaborate on shared goals and objectives, and a timeline to implement improvements in information sharing.
- Goals and objectives for information sharing in foster care should encompass a plan for sharing court case information, case worker information, health information, education information, and other elements among the court, child welfare and probation agency, attorneys, education providers, caregivers and other stakeholders while not compromising the participants legal protections of confidentiality and privacy, and while incorporating major state and local level technology initiatives.

## 2.3 PREPARING STRATEGIC PLANNING SESSIONS

### 2.3.1 Plan scope and outcomes of strategic planning

- 2.3.1.1 Meet with AOC and CDSS to plan sessions and identify key participants for local and statewide sessions.
- 2.3.1.2 Draft invitation and explanatory materials for participants.
- 2.3.1.3 Make preliminary visits with AOC and CDSS to local sites (San Diego, San Bernardino or Riverside, Fresno and Sacramento) to discuss and plan strategic planning sessions with the juvenile court judge, the county child welfare director and other key participants.
- 2.3.1.2 Prepare an agenda and materials for local sessions.

## 2.4 CONDUCT LOCAL STRATEGIC PLANNING SESSIONS

- 2.4.1 Convene local strategic planning sessions in collaboration with the AOC, CDSS, and the local court.
- 2.4.2 Facilitate one-day sessions of up to 20 participants to allow each community to:
  - Identify the landscape of information sharing in the county or region;
  - Identify legal, technological, and institutional barriers to information sharing;
  - Learn about new initiatives in technology and federal and state policy that will affect information sharing;
  - Set goals for improving information sharing among agencies and create a strategic plan to reach the goals.

## 2.5 CONDUCT STATEWIDE STRATEGIC PLANNING SESSION

- 2.5.1 Convene statewide strategic planning session in collaboration with the AOC and CDSS.
- 2.5.2 Facilitate three-day session of up to 80 participants to thoroughly explore new initiatives in information sharing, set goals for improving information sharing in California and create a strategic plan to reach the goals.

2.6 DELIVERABLES AND DUE DATES: The Contractor will be asked to do the following, by the dates listed to the right of each deliverable:

2.6.1 **Deliverable 1: Meeting to Finalize Work Plan**

Deliverable 1	Due Date
➤ First in-person meeting with AOC and CDSS Project Managers to identify key participants and scope of strategic planning	Sept 23, 2011
<b>Summary:</b> Contractor provides participant lists and invitation materials to AOC Project Manager.	

2.6.2 **Deliverable 2: Preliminary planning with local participants**

Deliverable 2	Due Date
➤ Site visits to four counties (San Diego, San Bernardino or Riverside, Fresno and Sacramento) to meet with juvenile court judges and county child welfare directors.	Sept 30, 2011
<b>Conference call #1:</b> Summarize site visits and findings to AOC and CDSS and submit to AOC Project Manger.	

2.6.3 **Deliverable 3: Conduct strategic planning sessions in four counties**

Deliverable 3	Due Date
➤ Facilitate strategic planning sessions in four counties	Oct.7, 2011
<b>Project Deliverable:</b> Local strategic planning materials from sessions submitted to AOC Project Manager.	

2.6.4 **Deliverable 4: Convene participants and prepare materials for statewide strategic planning session**

Deliverable 5	Due Date
➤ Recruit key participants for statewide strategic planning session, prepare agenda, materials and faculty	Oct. 14, 2011
<b>Project Deliverable:</b> Agenda and meeting materials submitted to AOC Project Manager.	

**2.6.5 Deliverable 5: Facilitate statewide strategic planning session**

Deliverable 6	Due Date
➤ Facilitate 3-day strategic planning session	Oct. 28, 2011
<b>Project Deliverable:</b> Strategic planning materials from statewide session submitted to AOC Project Manager.	

**2.6.6 Deliverable 6: Project wrap up**

Deliverable 6	Due Date
➤ Teleconference to debrief the planning sessions and wrap up the project	Dec. 30, 2011
<b>Project Deliverable:</b> Call minutes	

**3.0 AUTHORITY AND APPROVAL**

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

**4.0 MONTHLY PROJECT STATUS**

The Contractor shall submit monthly project status reports to the AOC Project Manager, describing work performed, work status, work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Invoices shall include, in detail, all costs and charges applicable.

**5.0 CONTRACTOR RESPONSIBILITIES**

The Contractor will have the following responsibilities under this Contract:

- i. Works closely with AOC Project Manager;
- ii. Manages, prepares and refines the Contract’s deliverables;
- iii. Proactively assists with resolution of issues with any aspect of the Work;
- iv. Proactively anticipates Project deviations and is responsible for taking immediate corrective action; and
- v. Works with AOC Project Manager to manage and coordinate work and knowledge transfer.

**6. KEY PERSONNEL RESPONSIBILITIES**

The Contractor’s Key Personnel will have the following responsibilities under this Contract:



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- i. Works closely with Contractor and AOC Project Manager, as appropriate, to accomplish Deliverables;
- ii. Proactively assists with preparing and refining the Contract's deliverables;
- iii. Proactively assists with identification and resolution of issues with any aspect of the Work; and
- iv. Assists with performing work and knowledge transfer.

**7. AOC RESPONSIBILITIES**

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

***END OF EXHIBIT***

**ATTACHMENT 2  
CONTRACT TERMS**

**EXHIBIT E – CONTRACTOR’S KEY PERSONNEL**

1. The following individual(s), or equivalent as approved pursuant to *Exhibit B, Special Provisions, paragraph 10, Contractor’s Personnel and Replacement of Personnel*, shall be the Key Personnel designated to perform the Work of this Agreement:

<b>Contractor’s Key Personnel</b>	<b>Title</b>
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]

2. Contractor’s Key Personnel Resume(s) is attached below:

[TBD]

***END OF FORM***

**EXHIBIT F  
ATTACHMENTS**

This Exhibit F includes the following attachment:

Attachment 1, Acceptance of Work and Sign-off Form

*[Remainder of page intentionally left blank]*

***END OF EXHIBIT***

**EXHIBIT F**  
**ATTACHMENT 1**  
**ACCEPTANCE OF THE WORK AND SIGN-OFF FORM**

Description of Work provided by Contractor:

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

Work is:

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

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

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

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.  Work is unacceptable as noted above.

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

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

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

***END OF ATTACHMENT 1***