# JUDICIAL COUNCIL OF CALIFORNIA INTRA-BRANCH AGREEMENT COVERSHEET (rev 6-17-20)

AGREEMENT NUMBER
[Agreement Number]

1.	In this intra-branch agreement (the "Agreement"), the term "Court" refers to the [Court name], and the term "Judicial Council"
	refers to the Judicial Council of California.

2. This Agreement is effective as of February 1, 2025 (the "Effective Date") and expires on January 31, 2026.

3. The title of this Agreement is Court-Based Model Self-Help Network.

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

- 4. The amount awarded by the Judicial Council to the Court under this Agreement (the "Award Amount") is \$574,200.00. The maximum amount the JBE may pay Contractor is (i) \$191,400.00 during the Initial Term and (ii) \$382,800.00 during the Option Terms.
- 5. This Agreement incorporates the following Exhibits:

Exhibit A (Project to be Funded)

Exhibit B (Payment Provisions)

Exhibit C (General Terms)

JUDICIAL COUNCIL'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California	[Court name]
BY (Authorized Signature)	BY (Authorized Signature)
<b>€</b>	<b>€</b>
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
[Name and title]	
DATE EXECUTED	DATE EXECUTED
ADDRESS	ADDRESS
Attn: Procurement	[Court Address; include addressee]
Branch Accounting and Procurement   Administrative Division	
455 Golden Gate Avenue, 6 <sup>th</sup> Floor.	
San Francisco, CA 94102-3688	

Judicial Council Internal Use Only							
Fund Title	Item	Fiscal Year	Chapter	Statute	Chart Fields	Amount	
						\$	

# EXHIBIT A PROJECT TO BE FUNDED

# 1. <u>Background</u>

- 1.1 Judicial Council of California. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Judicial Council of California is the staff agency for the council and assists both the council and its chair in performing their duties.
- 1.2 Within the Judicial Council's Center for Families, Children, and the Courts, the Model Self-Help Program is an on-going annual funding allocation through the Budget Act. \$191,400 of the funding has been allocated to a project applying technology to self-help centers.
- 1.3 The Judicial Council recently approved a proposal to allocate this funding to a single Technology Model Project and directed staff to Require that proposed projects be limited to enabling courts to collaborate in providing remote self-help services such as telephone hotline, live chat, emails, or videoconferencing.

## 2. Project Description

This Agreement's project is defined as the following:

## A. Definitions

Self-Help Centers: Self-Help Centers provide legal information and resources to people without a lawyer. Assistance can be in person, over the phone, or online.

Self-Represented Litigants: A self-represented litigant is someone who advocates for themselves in a legal case without the assistance of an attorney.

Remote Services: Remote services are services provided to a customer with assistance and instructions remotely or virtually. This would include, but are not limited to:

- a) Telephone services,
- b) Email correspondences,
- c) Online workshops,
- d) Video conferencing,
- e) Virtual calendar management,
- f) Text reminders, and
- g) Live chats.

## B. Services

The managing court will create and manage statewide remote self-help services such as telephone hotline, live chat, emails, videoconferencing, etc. that will be utilized at many court locations. The managing court will provide:

- a) Self-help legal assistance to self-represented litigants (SRLs) from participating courts, during times and days agreed upon by the participating courts, via remote means which can include phone, email, live chat, videoconferencing, or other means.
- b) The network technology required to allow SRLs in participating courts access to remote assistance.
- c) Experienced self-help staff to staff the network and serve as legal experts in complex areas of family law and other matters including the CARE Act, conservatorship, consumer debt, and eviction.
- d) Technology to allow the network staff to schedule appointments for self-represented litigants (SRLs) at a participating county's self-help center and send calendar reminders to them.
- e) Legally accurate scripts for self-help staff to utilize to provide uniform and consistent service to SRLs.
- f) Day-to-day oversight of operations of all the remote services.

## 3. Work Requirements

The Court will complete the tasks set forth in Table A-1 ("Tasks") by the applicable completion dates:

# Table A-1

Task	Description	Estimated Completion Date
1.	Develop and submit a project plan and timeline to project manager. Project plan will include all tasks to complete the project including:	03/31/2025
	(1) How the awarded court will solicit courts to join the remote self-help services,	
	(2) How the awarded court will prioritize and select courts who apply to join the network.	
	(3) A proposed timeline of the training and onboarding of participating courts.	
	(4) The estimated number of monthly customers from participating courts the awarded court will be able to assist.	
	(5) The estimated assignments and hours of staff the awarded court will dedicate to support the project.	
2.	Prepare and provide uniform scripts, web content, and other informational materials for participating courts to utilize. Provide a list of local resources for referral.	03/31/2025
3.	Negotiate and execute all necessary documentation to formalize participation between courts and provide copies of agreements to Judicial Council.	04/30/2025
4.	Launch network and provide an updated project plan and timeline that includes participating courts, estimated monthly customers, assignments of staff, and network technology in place.	04/30/2025
5.	Report project metrics including (1) each customer and court's location, (2) the case type assistance each customer is requesting assistance	11/30/2025
	for, (3) any referrals to local services, and (4) a summary of questions that were unresolved.	
6.	Provide bi-annual progress report to Judicial Council staff that details implementation and maintenance efforts.	07/31/2025 01/31/2026

7.	Provide bi-annual progress report to Judicial	<mark>07/31/2026</mark>
	Council staff that details implementation and	01/31/2027
	maintenance efforts.	
8.	Provide bi-annual progress report to Judicial	<mark>07/31/2027</mark>
	Council staff that details implementation and	01/31/2028
	maintenance efforts.	

## 4. Project Schedule

The Court will complete the Project no later than the dates above. If additional time is needed to complete the Project, the Court must submit a written request for an extension of time to the Judicial Council's Program Manager no later than **30 days before the due date.** 

Baseline Year 1: The Court will compete the Project no later than January 31, 2026.

**Option Year 1**: The Court will compete the Project no later than January 31, 2027.

**Option Year 2**: The Court will compete the Project no later than January 31, 2028.

## 5. Reporting

A. The Court will submit periodic reports to the Judicial Council's Program Manager as set forth in Table A-2. The purpose of the periodic reports is to provide the Court and the Judicial Council with an evaluation of Project in relation to this Agreement and will detail project implementation and maintenance efforts. Failure to supply a periodic report will result in a delay of payment under this Agreement.

Table A-2

Description	Estimated Due Date
Progress Report 1	07/31/2025
Progress Report 2	01/31/2026
Progress Report 3	07/31/2026
Progress Report 4	01/31/2027
Progress Report 5	07/31/2027
Final Report	01/31/2028

- B. At the completion of the Project, the Court will submit a written report that includes all completed Tasks and activities for the Project detailing all expenditures pertaining to the award.
- C. A template and instructions for submitting periodic reports for reimbursement will be sent electronically to the Court by the Judicial Council's Program Manager upon execution of this Agreement.

## 6. Additional Responsibilities

- A. The Court shall submit a formal written request to the Judicial Council Program Manager requesting any project budget changes and explaining the need for such changes. Upon approval by the Judicial Council Program Manager, the Court will submit a revised budget and budget narrative. Unless an Amendment is necessary, as further described below, once approved by the Judicial Council Program Manager, the Court may use the revised project budget.
- B. Depending upon the revisions requested, the parties may need to issue an Amendment to modify the Agreement, pursuant to Exhibit C, General Terms, and reference paragraph 3, Changes and Amendments. However, as long as the resulting net and cumulative changes do not exceed the Award Amount, and the Judicial Council Program Manager approves of the changes, the parties agree that the project budget can be revised without issuing an Amendment to the Agreement as long as the proposed changes qualify as one of the following:
  - i. An addition to the Project Budget of a new line item which is reimbursable under the budget category and is not more than ten percent (10%) of the Contract Award Amount.
- C. All modification requests and the Judicial Council Program Manager's approval must be in writing.
- D. The Judicial Council will not be liable for those revisions wherein the Court fails to submit a revised budget and obtain the Judicial Council Program Manager's prior written approval.
- E. All budget modifications must be submitted by Court personnel. Modification requests received from non-Court personnel will not be acceptable and will not be used for processing a claim.
- F. In no event can the maximum amount payable exceed the total Contract Award Amount.
- G. In no event shall the Court request nor shall the Judicial Council allow a Project Budget modification after the expiration of this Agreement, which is **January 31, 2028.** The Judicial Council will not be responsible for any unapproved expenses.

END OF EXHIBIT

# EXHIBIT B PAYMENT PROVISIONS

#### 1. Award Amount

- A. The Award Amount under this Agreement is \$574,200.00, the maximum amount the Judicial Council will pay to the Court under this Agreement.
- B. The Award Amount will be disbursed over a three-year period with a maximum of \$191,400.00 per year available for reimbursement.
- C. The Award Amount must be used exclusively for the Project. This award is a one-time award to the Court by the Judicial Council and constitutes the entire award made available to the Court under this Agreement. The Award Amount will not become part of the Court's baseline budget, and does not obligate the Judicial Council to provide any further funding for the Project.

## 2. <u>Funding Requirements</u>

The Court will comply with the following requirements:

- A. Funding from this Agreement may not be expended by the Court or reimbursed by the Judicial Council beyond **January 31, 2028**, with the final approved invoice received by Judicial Council's Accounting no later than **April 30, 2028**.
- B. The Court will make every effort to fully comply with A, however, it is the sole responsibility of the Court to notify the Judicial Council Project Manager in writing of potential issues the Court may have in complying with item in Section A above by **January 31, 2028**.
- C. The Court shall follow applicable Federal, State, and local laws and regulations, including but not limited to the following:
  - i. The Trial Court Financial Policies and Procures Manual.
  - ii. The State of California's Manual of Accounting or Audit Guidelines for Trial Court, as published by the State Controller's Office, which is appliable when the Court utilizes County administrative services; and
  - iii. California Rules of Court, Rule 810.

- D. Funds allocated to the Project by this Agreement must be used for the purposes set forth in this Agreement and must not be used for any other purpose.
- E. The Court may bill the Judicial Council for the approved expenses outlined in the approved Project Budget, as shown in Exhibit D. Changes to the line items should be notified to the Project Manager no later than, **November 1, 2027**.

## 3. Reimbursement Process

The Judicial Council's disbursement of payments for reimbursement will be made to the Court, as set forth in Table B-1.

Reimbursement is contingent upon the Judicial Council Program Manager's confirmation that a submitted invoice complies with the requirements of this Agreement.

Table B-1

able b-1						
Task No.	<b>Completion Date</b>	Reimbursement Amount				
1 through 6	January 31, 2026	Actual allowable expenditures reported for the period.				
7	January 31, 2027	Actual allowable expenditures reported for the period.				
8	January 31, 2028	Actual allowable expenditures reported for the period.				
Tot	Total of actual allowable expenditures reported for the period.					

- A. The Court must submit a Report of Expenditures and Request for Funds monthly using the three (3) forms set forth in Exhibit E:
  - i. Attachment 1, Report of Expenditures and Request for Funds,
  - ii. Attachment 2, Payroll Summary, and
  - iii. Attachment 3, Time Sheet
- B. The Court must provide copies of actual vendor receipts for the goods and services purchased. Purchase order forms, bank credit or debit card statements, Court or County journal entry forms, e-mail communications between vendors and employees, and simple Phoenix payment records will not substitute for the actual vendor receipts. The Court must provide payment information, such as check/warrant numbers and paid dates noted on the vendor receipts of a copy of the vendor payment check to substantiate the amount claimed. The Court claim

will not be processed until the Court provides all required documentation and/or information.

- C. All vendor receipts must include the vendor's name, address, the party being billed, description of goods and services purchased, date of purchase, receipt number, cost per unit, total quantity purchased, and the total costs. For professional services, a vendor may submit a claim on its letterhead. In that case, the vendor receipt must reflect all the items above, and a description of services provided.
- D. The receipts of internet orders must clearly provide the vendor's name and address, date of order, description of goods and services, unit price, quantity orders, total costs, and the name of the person or organization purchasing the goods and services.
- E. The Court must have a written agreement with the party if the Grant activities are performed by a party other than the Court. The Court must submit a copy of the Agreement to the Judicial Council Grant Accounting. The Court's claim will not be processed for payment until the Court submits a copy of the agreement to the Judicial Council Grant Accounting.
- F. The Court shall submit invoices to the Judicial Council in arrears no more frequently than monthly. The Judicial Council will make payment in arrears after receipt of the Court's properly completed Report of Expenditures and Request for Funds and all required documentation. The Report of Expenditures and Request for Funds must clearly indicate the following information:
  - i. The Court name and address.
  - ii. The Project period, contract number and Project title ("Model Self-Help Centers Project").
  - iii. The name, telephone number and e-mail address of the Court's accounting contact.
  - iv. The billing period and the amount of reimbursement requested by category, including the total amount.
  - v. Appropriate documentation for reimbursement of allowable expenses; and

- vi. The signature(s) of the authorized Court official(s).
- G. The Court shall submit the Report of Expenditures and Request for Funds to:

Judicial Council of California Attn: Grant Accounting 455 Golden Gate Avenue, 6th floor. San Francisco, CA 94102-3688

H. The Court shall contact the following Judicial Council Grant Accounting contact for any accounting concerns, including requests for electronic copies of the Report for Expenditures and Request for Funds, Payroll Summary and Time Sheet forms:

Kim Du, Fiscal Analyst (415) 865-7950 kim.du@jud.ca.gov

I. For reimbursement, goods must be ordered, and services must be performed during the contract period of February 1, 2025, to January 31, 2028 ("Agreement Term"). All obligations for goods ordered and services performed during the Agreement Term must be fully paid prior to the Court's final Report of Expenditures and Request for Funds. The Court's final Report of Expenditures and Request for Funds must be received by Accounting no later than October 31, 2025.

## 4. <u>Disbursement Process</u>

A. If the Court receives reimbursement from the Judicial Council for goods or services that are later disallowed by the Judicial Council, the Court will 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 Court under this Agreement or any other agreement.

END OF EXHIBIT

## EXHIBIT C GENERAL TERMS

## 1. Agreement Communication and Administration

A. The Court's Program Coordinator, who will be the Project liaison and have primary responsibility for coordination of activities under this Agreement, is:

[Court name]
[Addressee and Title]
[Address]

[Telephone #]
[Fax #]
[E-mail]

B. The Judicial Council's Program Manager is the Judicial Council contact person. All requests and communications about the Project will be made through the Judicial Council's Program Manager. Any notice from the Court to the Judicial Council will be in writing and will be delivered to the Judicial Council's Program Manager. The Judicial Council's Program Manager is:

Judicial Council of California
[Addressee and Title]
[Address]

[Telephone #]
[E-mail]

## 2. Validity of Alterations

Alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by both parties. Any oral understanding or agreement that is not in writing will not be binding on either party.

# 3. <u>Changes and Amendments</u>

Changes or amendments to any part of this Agreement can be made only in a written amendment signed by both parties.

4. Fiscal Records and Requirements

The Court will maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under this Agreement are in accordance with applicable federal and state requirements and the Judicial Branch Contracting Manual.

## 5. Retention of Records

The Court will maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, but in no event less than four (4) years from the date of last payment.

## 6. Right to Audit

The Judicial Council or its designee may inspect or audit, at any reasonable time, any records relating to this Agreement. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

## 7. Dispute Resolution Procedures

If a disagreement arises between the parties regarding this Agreement, the parties will attempt to resolve the disagreement at the operating level. If the disagreement remains unresolved, the parties will refer the matter to the Presiding Judge of the Court and the Administrative Director of the Judicial Council for resolution.

## 8. No Assignment

The Court may not assign this Agreement in whole or in part without the written consent of the Judicial Council.

# 9. <u>Signature Authority</u>

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

## 10. Termination

This Agreement will remain in effect until one of the following events occurs:

- A. the parties mutually agree in writing to terminate this Agreement;
- B. one party terminates this Agreement upon at least thirty (30) days' advance written notice;
- C. the Judicial Council acknowledges in writing the completion of the Project and all its requirements; or
- D. the expiration date set forth on the Coversheet.

## 11. Entire Agreement

This Agreement 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.

END OF EXHIBIT

# EXHIBIT D FORMS

Form	Title
Attachment 1	Report of Expenditures and Request for Funds
Attachment 2	Operating Expense Recap

# END OF LIST

# EXHIBIT D ATTACHMENT 1 REPORT OF EXPENDITURES AND REQUEST FOR FUNDS (WITH INSTRUCTIONS)

ADDRESS: PROGRAM TITLE:	0)	INVOICE	MAIL TO:		JUDICIAL COUNCIL OF GRANT ACCOUNTING 455 GOLDEN GATE AVE SAN FRANCISCO, CA 9  CONTRACT NUMBER: BILLING PERIOD:	ENUE, 6th FLOOR	
PROGRAM PERIOD:					FISCAL YEAR		
ACCOUNTING CONTA	ACT:			HONE N	UMBER:		
	PRO	GRAM EXPENDITURE	S (FUND RE	QUEST	ED)	***************************************	
PERSONNEL (Salaries	s & Renefite)	CATEGORY				AMOUNT	
OPERATING EXPENS							
INDIRECT COSTS							
TOTAL EXPENDI	TURES					-	
TOTAL REIMBUR	SABLE AMOUNT						
	I HEREBY CERTIFY UNDER P ACCORDANCE WITH THE CO		AT THE AMOL	JNT BILL	ED ABOVE IS TRUE AN	D CORRECT IN	
COURT OFFICIAL (NA	ME & TITLE):						
SIGNATURE:			D	ATE			
(This document may be signed using an electronic signature, as defined in CRC, rule 2.257(a). By typing your name into the signature line and entering the date, you are attesting to signing this document under the penalty of perjury under CRC, rule 2.257(b).)							
FOR JC GRANT ACCOUNTING USE ONLY							
REC'D:	PROGR	AM:			CONTRACT NO.:		
INVOICE DATE:	INVOICE	NO.:			AMOUNT: \$		
	PROGRAM	MANAGER APPROVAL			DAT	E	

## EXHIBIT D ATTACHMENT 1

## REPORT OF EXPENDITURES AND REQUEST FOR FUNDS INSTRUCTIONS

ENTER INFORMATION ON SHADED AREAS ONLY. ORIGINAL SIGNED INVOICE IS REQUIRED TO PROCESS A CLAIM FOR PAYMENT (USE BLUE INK). ALTERED FORMS WILL NOT BE USED TO PROCESS CLAIMS FOR PAYMENTS.

#### **SUPERIOR COURT OF CALIFORNIA, COUNTY OF:** Enter County name.

**ADDRESS:** Enter court address where the payment is to be sent.

#### **CONTRACT NUMBER:**

Enter grant contract number as it appears on the contract.

#### **BILLING PERIOD:**

Enter billing period (month and year).

#### **PROGRAM TITLE:**

Enter program title as it appears on the contract.

#### PROGRAM PERIOD:

Enter the duration of the contract term. i.e.: July 1, 2015, through June 30, 2016.

#### FISCAL YEAR:

Enter fiscal year that applies to the claims.

#### COURT ACCOUNTING CONTACT:

Enter court accounting contact person's name who will be able to answer billing questions.

#### PHONE NUMBER:

Enter court accounting contact person's phone number.

#### **E-MAIL ADDRESS:**

Enter court accounting contact person's e-mail address.

#### **FAX NUMBER:**

Enter court accounting contact person's fax number.

#### PERSONNEL:

Enter total costs of personnel (court employees salary, benefit, workers compensation premium) claimed for this billing period. This amount should match the amount reflects on the summary recap sheet and payroll summary sheet.

#### **OPERATING EXPENSES & EQUIPMENT:**

Enter costs of all operating expenses claimed for this billing period. This amount should match the amount reflects on the summary recap sheet and the operating expense recap sheet.

#### **INDIRECT COSTS:**

Enter overhead costs claimed for this billing period. Court may use the approved IC rate but not to exceed 20%.

#### **TOTAL EXPENDITURES:**

Enter total sum of all the above categories.

#### TOTAL REIMBURSABLE AMOUNT:

Enter the "total reimbursement" amount from Summary sheet.

## **CERTIFICATION:**

The invoice includes the following required certification: "I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the contract." This certification may not be removed or modified. COURT OFFICIAL'S NAME/TITLE: Enter an authorized court official's name and title who is authorized to sign the

**SIGNATURE:** Authorized court official's signature.

**DATE:** Enter the date the invoice is signed

#### END OF ATTACHMENT

# EXHIBIT D ATTACHMENT 2 OPERATING EXPENSE RECAP AND OPERATING EXPENSE RECAP INSTRUCTIONS

# JUDICIAL COUNCIL OF CALIFORNIA OPERATING EXPENSE RECAP

SUPERIOR COURT OF CA	ALIFORNIA, COUNTY OF	1				
PROGRAM TITLE		BILLING PERIOD:				
100% Reimbursable Expe	enditures					
Category	Vendor Name	Description	Invoice #	Check/Warrant#	Date Paid	AMOUNT
Partially Reimbursable Ex	penditures				Sub-Total	\$ -
Category	Vendor Name	Description	Invoice #	Check/Warrant#	Date Paid	Amount
						2
				Sub-Total		0.00
				Reimbursable Operating %		\$ -
				Total Operating Expenditures **		\$ -

JC-OE (Rev 12/2015)

<sup>\*\*</sup> Total billable amount = total of 100% Reimbursable Expenditures + Adjusted total of partially Reimbursable Expenditures.

## **OPERATING EXPENSE RECAP INSTRUCTIONS**

#### **OPERATING EXPENSE RECAP INSTRUCIONS**

#### COURT NAME:

Enter county name.

**BILLING PERIOD:** 

Enter month and year.

#### 100% REIMBURSABLE EXPENDITURES

#### 1. CATEGORY:

Enter expense category, such as travel, supplies, security, printing, etc.

#### 2. VENDOR NAME:

Enter vendor name as it appears on the vendor invoice.

#### 3. **DESCRIPTION:**

Enter expense description.

#### 4. INVOICE NUMBER:

Enter invoice number as it appears on the vendor invoice.

#### 5. CHECK/WARRANT NUMBER:

Enter vendor payment check/warrant number. Enter reference number for electronic fund transfer.

#### 6. DATE PAID:

Enter the date the vendor payment was made.

#### 7. AMOUNT:

Enter the vendor payment amount.

#### 8. SUB-TOTAL:

Enter total of 100% reimbursable expenditures.

#### PARTIALLY REIMBURSABLE EXPENDITURES

9. Same as 1 through 8 for partially reimbursable expenditures.

#### 10. REIMBURSABLE OPERATING %.

Enter the approved operating percentage rate.

#### 11. TOTAL OPERATING EXPENDITURES:

This is total of 100% and partially reimbursable expenditures.

**END OF ATTACHMENT**