

Attachment 2 Standard Terms and Conditions

STANDARD AGREEMENT rev Dec. 2023

AGREEMENT NUMBER [Agreement number]
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1. In this agreement (“Agreement”), the term “Contractor” refers to [Contractor name], and the term “JCC” refers to the Judicial Council of California.

2. This Agreement is effective as of [Date] (“Effective Date”) and expires on [Date] (“Expiration Date”).

3. The maximum amount the JCC may pay Contractor under this Agreement is \$[Dollar amount] (the “Contract Amount”).

4. The purpose or title of this Agreement is: **Uniform Child Support Guideline**, pursuant to RFP CFCC-2024-01-LV
The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

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

- Appendix A – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Unruh Civil Rights Act and FEHA Certification *[Only when entering into or renewing a contract \$100,000 or more]*

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i>
<div style="border: 2px solid orange; background-color: #fff9c4; padding: 20px; font-size: 24px; font-weight: bold; margin: 0 auto; width: 80%;"> SAMPLE ONLY – DO NOT SIGN </div>	
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6th Floor. San Francisco, CA 94102-3688	ADDRESS [Address]

Attachment 2 Standard Terms and Conditions

APPENDIX A

Services

1. Background and Purpose.

- 1.1 The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the JCC 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 JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The JCC staff assists both the council and its chair in performing their duties.
- 1.2 The JCC's Center for Families, Children & the Courts (CFCC) will coordinate this project. The CFCC focuses on juvenile and family projects that improve the lives of children through positive changes in the trial and appellate courts' handling of matters involving children and families.

The Child Support Commissioner and Family Law Facilitator Program (Assembly Bill 1058) is a mandated statewide program to expedite child support cases. The JCC administers it by adopting rules and forms, setting standards for the Office of the Family Law Facilitator, overseeing budget administration, and in other ways ensuring successful implementation of the program.

A cooperative agreement, number 10-1115, between the Department of Child Support Services (DCSS) and the JCC provides for two-thirds (2/3) funding originating from the federal government and Trial Court Improvement Funds provide the one-third (1/3) state match needed to conduct the quadrennial review. The Child Support Commissioner and Family Law Facilitator Program is charged with the oversight of the JCC's review of statewide uniform child support guidelines.

- 1.3 California has adopted a child support guideline in compliance with federal law, 42 U.S.C. section 667(a). California Family Code section 4054(a) provides that the "Judicial Council shall periodically review the statewide uniform guideline to recommend to the Legislature appropriate revisions." California's guideline is found at Family Code sections 4050-4076.

Federal law also requires that child support guidelines be reviewed by the state at least once every four years to "ensure that their application results in the determination of appropriate child support award amounts," as promulgated by 42 U.S.C. section 667(a).

2. Services.

Description of Services. Contractor shall perform the following services ("Services")

- 2.1 All research plans must be approved by the JCC AB 1058 Program Manager prior to performing work. All written reports must adhere to the latest version of the JCC Style Guide and any other related report guidelines, templates, etc. as directed by the JCC when submitting written work and be transmitted in a hardcopy format as required by the JCC and electronically in an editable Microsoft Word format. If no JCC template is available for this report type, the Proposer must develop one based on the JCC Style Guide. All charts, tables, and graphics must be submitted in an editable format as well. The Proposer must submit an annotated bibliography and hard copies of all source materials used with each deliverable (and include an electronic link to an online source, if available).
- 2.2 Prepare an updated review and analysis of current and historical economic research on the cost of raising

children, including a critical analysis of the economic analyses used to construct child support guidelines.

Submit written report in a Microsoft Word format including a written justification for additional original research or analysis based on gaps in previous research or no research completed since 2021, as well as any research limitations or challenges encountered while conducting this part of the study.

- 2.3** Verify that the sample size and the courts identified by the Judicial Council are representative of child support cases statewide and conduct an analysis on the actual application of the guideline using case file data (from approximately 1,100 case files) provided by the Judicial Council.

Written report should also address the following:

- 2.3.1** Detailed analysis of the actual application of the guideline and how often courts deviate from the child support guideline, including the reasons given for the deviation.
 - 2.3.2** The rates of default and imputed child support orders and orders determined using the low-income adjustment, including how many obligors are qualified for the low-income adjustment; and
 - 2.3.3** Whether child support orders based on anything other than actual earnings (such as imputations of income, or use of earning capacity) take into consideration the specific circumstances of custodial parents (CPs) and noncustodial parents (NCPs), such as residence, employment and earnings history, job skills, educational attainment, literacy, age, health, criminal history.
- 2.4** Conduct literature reviews on new research published after 2021 that was not included in the last quadrennial review, examine, and provide written report on the following special topics.
- 2.4.1** A review and examination of other states' policies and practices on cases with limited or no information on actual earnings (such as presumed income, earning capacity, or minimum support order practices).
 - 2.4.2** A review and examination of the California Statewide Uniform Guideline for Child Support, including:
 - 1. Consideration of economic data on the cost of raising children, labor market data by occupation and skill-level for state and local job markets, the impact of guidelines policies and amounts on parents who have family incomes below 200% of the Federal poverty level, and factors that influence employment rates among NCPs and compliance with child support orders.
 - 2. Use of all actual earnings and income of CPs and NCPs.
 - 3. Consideration of the basic subsistence needs of CPs and children and of NCPs who have a limited ability to pay by incorporating a low-income adjustment, such as a self-support reserve or some other method determined by the State.
 - 4. When the use of imputation of income, or earning capacity, is authorized, consideration of the specific circumstances of CPs and NCPs, including such factors as the parent's assets, residence, employment and earnings history, job skills, educational attainment, literacy, age, health, criminal record and other employment barriers, and record of seeking work. Labor market data (such as unemployment rates, employment rates, hours worked, and earnings) by occupation and skill-level for the State and local job markets, and factors that influence employment rates among noncustodial parents and compliance with child support orders [as required by 42 Code of Federal Regulations part 302.56(h)(1)].
 - 2.4.3** A review and examination of the following other special topics:

1. A comparison of payments on child support orders by case characteristics, including whether the order was entered by default, based on imputed income or earning capacity, or determined using the low-income adjustment; and,
2. A mathematical analysis of how the algebraic formula for child support (Family Code section 4055) can be used when a court has found that a child has more than two financially responsible parents; and an analysis of what changes to the formula may be necessary to ensure guideline support for cases with 3 or more parents is consistent with the current formula.

- 2.5** Organize and conduct one (1) focused discussion group involving child support commissioners on the interpretation of the case file review findings. Organize and conduct one (1) focused discussion group with the Department of Child Support Services (DCSS) and Local Child Support Agencies (LCSAs) representatives from the counties where the case file review is conducted, selected after consultation with DCSS. Organize and conduct one (1) focused discussion group including a broad cross-section of advocacy groups representing custodial parents, noncustodial parents, and children. Organize and conduct one (1) focused discussion group including custodial and non-custodial parents. All focus groups will be conducted via videoconference.

The virtual focused discussion group will elicit feedback on the fairness, appropriateness, and comprehensibility of the current guideline, the interpretation of the case file review findings and solicit stakeholder input on access to justice to identify best practices. Develop list of discussion questions for each focus group in consultation with the JCC AB 1058 Program Manager. Virtual focus groups must be conducted on a platform that enables meeting recording and automated audio transcription features such as Zoom. Submit written report on focus group themes and findings to be included in the final report.

- 2.6** Compare results of the current guideline review to results from previous California guideline studies and from studies conducted in other states. This study should be informed by the Review of Statewide Uniform Child Support Guideline from 1998, 2001, 2005, 2010, 2017, and 2021. All studies were conducted by the JCC and are available for review at: <https://courts.ca.gov/programs/families-and-children/family-law/ab-1058-child-support-program/review-child-support>.
- 2.7** Provide results and conclusions useful for the development of draft policy recommendations. Collaborate with the JCC AB 1058 Program Manager and other JCC staff, as appropriate, to develop draft policy recommendations based on the findings from the updated review of economic data on the cost of raising children, the case file review, virtual focus groups, and the various literature reviews. Policy recommendations should include an analysis of the data from case file reviews to ensure that deviations from the guidelines are limited and guideline amounts are appropriate based on federal and state law. Policy recommendations should also include an analysis of the impact of California's low-income adjustment based on findings from the literature reviews and analysis of case file data. Specific recommendations should be made on 1) whether the current low-income adjustment is appropriate, and 2) whether the current low-income adjustment amount is sufficient to comply with federal regulation requirement for meeting the basic subsistence needs of the noncustodial parent.
- 2.8** Provide the JCC AB 1058 Program Manager with an initial draft report of all the findings of the research estimated to be no later than **February 20, 2026**, and a revised final report by no later than **March 20, 2026**.
- 2.9** Participate in bi-weekly virtual meetings or telephone conferences with the JCC AB 1058 Program Manager and other JCC staff, as appropriate, to review the development of research design, data analysis procedures and research methodology, and written reports and be responsive to emails and phone calls from the JCC AB 1058 Program Manager on an ongoing basis.

- 3.0 Description of Deliverables.** Contractor shall deliver to the JCC the following work products ("Deliverables"):

3.1 Deliverable 1: Meeting with JCC AB 1058 Program Management

3.1.1 Submit a project plan to program manager.

3.1.2 Initial videoconference or teleconference meeting to review and discuss the project plan.

3.2 Deliverable 2: Research on the Cost of Raising Children

3.2.1 Prepare an updated review and analysis of current and historical economic research on the cost of raising children, including a critical analysis of the economic analyses used to construct child support guidelines.

3.2.2 Submit written report in a Microsoft Word format including a written justification for additional original research or analysis based on gaps in previous research or on research completed since 2021, as well as any research limitations or challenges encountered while conducting this part of the study.

3.3 Deliverable 3: Literature Reviews on Special Topics

3.3.1 Submit written report(s) in a Microsoft Word format of literature review findings, as well as any research limitations or challenges encountered while conducting this part of the study. Include the literature reviews for the three (3) items listed below.

1. A review and examination of the California Statewide Uniform Guideline for Child Support, including:
 - i). Consideration of economic data on the cost of raising children, labor market data by occupation and skill-level for state and local job markets, the impact of guidelines policies and amounts on parents who have family incomes below 200% of the Federal poverty level, and factors that influence employment rates among NCPs and compliance with child support orders.
 - ii. Use of all actual earnings and income of CPs and NCPs.
 - iii. Consideration of the basic subsistence needs of CPs and children and of NCPs who have a limited ability to pay by incorporating a low-income adjustment, such as a self-support reserve or some other method determined by the State.
 - iv. When the use of imputation of income, or earning capacity, is authorized, consideration of the specific circumstances of CPs and NCPs, including such factors as the parent's assets, residence, employment and earnings history, job skills, educational attainment, literacy, age, health, criminal record and other employment barriers, and record of seeking work. Labor market data (such as unemployment rates, employment rates, hours worked, and earnings) by occupation and skill-level for the State and local job markets, and factors that influence employment rates among noncustodial parents and compliance with child support orders [as required by 42 Code of Federal Regulations part 302.56(h)(1)].
2. A written review and examination of the other special topics
 - i.) A comparison of payments on child support orders by case characteristics, including whether the order was entered by default, based on imputed income or earning capacity, or determined using the low-income adjustment; and,
 - ii.) A mathematical analysis of how the algebraic formula for child support (Family Code section 4055) can be used when a court has found that a child has more than two financially responsible

parents; and an analysis of what changes to the formula may be necessary to ensure guideline support for cases with 3 or more parents is consistent with the current formula.

3. A review and examination of other states' policies and practices on cases with limited or no information on actual earnings (such as presumed income, earning capacity, or minimum support order practices).

3.4 Deliverable 4: Case File Review Data Analysis

3.4.1 Submit a written final analysis verifying that the sample courts identified by the Judicial Council are representative of child support cases statewide. Submit a written report on the handling of collected case file review data provide by the Judicial Council and written report development. Include data management timeline of data entry procedures, data validation techniques, research methodology, and proposed statistical tests.

3.4.2 Submit electronic database of data entered from case file review in both Microsoft Excel and .csv formats, including coding sheet. Submit uniformly formatted charts, tables, and graphics of analyzed data, in addition to copies of syntax and formulas used to run various statistical tests and data analyses, and a written summary of how these numbers were derived.

3.4.3 Submit written report in a Microsoft Word format of case file review findings and results and litigant characteristics as reflected in previous California child support guideline studies, as well as any research limitations or challenges encountered while conducting this part of the study.

3.4.4 Verify that the sample size and the courts identified by the Judicial Council are representative of child support cases statewide and conduct an analysis on the actual application of the guideline using case file data (from approximately 1,100 case files) provided by the Judicial Council.

3.4.5 Written report should also address the following:

- 1.1 Detailed analysis of the actual application of the guideline and how often courts deviate from the child support guideline, including the reasons given for the deviation.
- 1.2 The rates of default and imputed child support orders and orders determined using the low-income adjustment, including how many obligors are qualified for the low-income adjustment; and
- 1.3 Whether child support orders based on anything other than actual earnings (such as imputations of income, or use of earning capacity) take into consideration the specific circumstances of custodial parents (CPs) and noncustodial parents (NCPs), such as residence, employment and earnings history, job skills, educational attainment, literacy, age, health, criminal history.

3.5 Deliverable 5: Virtual Focus Groups

3.5.1 Submit detailed written final plan describing focus group timeline, recruitment and sampling strategy to ensure statewide representativeness, organization, facilitation, transcription, audio recording, and written report development for all four groups as identified below:

- 1.1 Organize and conduct one (1) focused discussion group involving child support commissioners on the interpretation of the case file review findings. Organize and conduct one (1) focused discussion group with the Department of Child Support Services (DCSS) and Local Child Support Agency (LCSA) representatives from the counties where the case file review is conducted,

selected after consultation with DCSS. Organize and conduct one (1) focused discussion group including a broad cross-section of advocacy groups representing custodial parents, noncustodial parents, and children. Organize and conduct one (1) focused discussion group including custodial and non-custodial parents. All focus groups will be conducted via videoconference.

- 1.2 The virtual focused discussion group will elicit feedback on the fairness, appropriateness, and comprehensibility of the current guideline, the interpretation of the case file review findings and solicit stakeholder input on access to justice to identify best practices. Develop list of discussion questions for each focus group in consultation with the JCC AB 1058 Program Manager. Virtual focus groups must be conducted on a platform that enables meeting recording and automated audio transcription features such as Zoom. Submit written report on focus group themes and findings to be included in the final report.
- 1.3 At least one child support commissioner from each of the study counties should be included in the discussion on the interpretation of case file review findings.
- 1.4 Submit written report in a Microsoft Word format of focus group themes and findings, as well as any research limitations or challenges encountered while conducting this part of the study.
- 1.5 Submit digital copies of video recordings and written transcripts from all four focused discussion groups.

3.6 Deliverable 6: Draft Report

3.6.1 Submit a report with written policy recommendations based on findings from the current guideline study in addition to previous California guideline studies and studies from other states. The following criteria should be used when making the policy recommendations:

- 1) ensure that the guideline results in appropriate child support orders,
- 2) ensure that the guideline limits deviations, and
- 3) ensure that the guideline is in compliance with federal law.

Submit a written final draft report in a Microsoft Word format. The final draft report should include the written reports from deliverables 1-6 (as identified above), in addition to the policy recommendations.

3.7 Deliverable 7: Final Report

3.7.1 Submit a revised final report based on feedback from the Program Manager. This final report will include an introduction describing the background of the study, in addition to a conclusion that also addresses any research limitations or challenges encountered while conducting the study.

3.8 Deliverable 8: Virtual Meeting or Telephone and Email Contact with JCC AB 1058 Program Management

3.8.1 Consult with the JCC AB 1058 Program Manager, JCC staff, or designee via virtual meeting or telephone on a biweekly basis and be responsive to emails and phone calls from the JCC AB 1058 Program Manager on an as-needed basis. Every other week schedule, including day and time, to be arranged.

3.9 Deliverable 9: Virtual Meeting or Telephone and Email Contact with JCC AB 1058 Program Management

3.9.1 Proposer will be available on an on-going basis through July 15, 2026, to provide training materials, if

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necessary, assist in responses to public comments, and respond to any questions regarding methodology and study findings that may arise during the public comment or review by the JCC.

4.0 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the JCC may reject the applicable Services or Deliverables. The JCC may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

5.0 Timeline. Contractor must perform the Services and deliver the Deliverables according to the following timeline:

Deliverable 1: Meeting with JCC AB 1058 Program Management

Deliverable 1	<i>Estimated Due Date</i>
Submit a project plan to program manager.	March 17, 2025
Initial videoconference or teleconference meeting to review and discuss the project plan.	

Deliverable 2: Research on the Cost of Raising Children

Deliverable 2	<i>Estimated Due Date</i>
Prepare an updated review and analysis of current and historical economic research on the cost of raising children, including a critical analysis of the economic analyses used to construct child support guidelines.	On or before June 18, 2025
Submit written report in a Microsoft Word format including a written justification for additional original research or analysis based on gaps in previous research or on research completed since 2021, as well as any research limitations or challenges encountered while conducting this part of the study.	

Deliverable 3: Literature Reviews on Special Topics

Deliverable 3	<i>Estimated Due Date</i>
Submit written report(s) in a Microsoft Word format of literature review findings, as well as any research limitations or challenges encountered while conducting this part of the study. Include the literature reviews for the three items below.	On or before July 9, 2025
Research and discuss California’s Statewide Uniform Guideline for Child Support in a written review. The Items to be included are identified in 3.3 above.	
A written review and examination of the other special topics identified in 3.3 above.	
A written review and examination of other states’ policy models on cases with limited or no information on actual earnings as identified in Section 2.4.1 above.	

Deliverable 4: Case File Review Data Analysis

Deliverable 4	<i>Estimated Due Date</i>
Submit a written final analysis verifying that the sample courts identified by the Judicial Council are representative of child support cases statewide. Submit a written report on the handling of collected case file review data provide by the Judicial Council and written report	On or before November 17, 2025

<p>development. Include data management timeline of data entry procedures, data validation techniques, research methodology, and proposed statistical tests.</p> <p>Submit electronic database of data entered from case file review in both Microsoft Excel and .csv formats, include coding sheet. Submit uniformly formatted charts, tables, and graphics of analyzed data, in addition to copies of syntax and formulas used to run various statistical tests and data analyses, and a written summary of how these numbers were derived.</p> <p>Submit written report in a Microsoft Word format of case file review findings and results and litigant characteristics as reflected in previous California child support guideline studies, as well as any research limitations or challenges encountered while conducting this part of the study. The report shall include the Items identified in Section 3.4 above.</p>	
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Deliverable 5: Virtual Focus Groups

Deliverable 5	<i>Estimated Due Date</i>
<p>Submit detailed written final plan describing focus group timeline, recruitment and sampling strategy to ensure statewide representativeness, organization, facilitation, transcription, audio recording, and written report development for all four groups as identified in Section 3.5 above. At least one child support commissioner from each of the study counties should be included in the discussion on the interpretation of case file review findings.</p> <p>Submit written report in a Microsoft Word format of focus group themes and findings, as well as any research limitations or challenges encountered while conducting this part of the study.</p> <p>Submit digital copies of video recordings and written transcripts from all four focused discussion groups.</p>	<p>On or before January 17, 2026</p>

Deliverable 6: Draft Report

Deliverable 6	<i>Estimated Due Date</i>
<p>Submit a report with written policy recommendations based on findings from the current guideline study in addition to previous California guideline studies and studies from other states. The following criteria should be used when making the policy recommendations:</p> <ol style="list-style-type: none"> 1) ensure that the guideline results in appropriate child support orders, 2) ensure that the guideline limits deviations, and 3) ensure that the guideline is in compliance with federal law. <p>Submit a written final draft report in a Microsoft Word format. The final draft report should include the written reports from deliverables 1-6 (as identified above in Section 3.6), in addition to the policy recommendations.</p>	<p>On or before February 20, 2026</p>

Deliverable 7: Final Report

Deliverable 7	<i>Estimated Due Date</i>

Agreement No. _____, with _____.

<p>Submit a revised final report based on feedback from the Program Manager.</p> <p>This final report will include an introduction describing the background of the study, in addition to a conclusion that also addresses any research limitations or challenges encountered while conducting the study.</p>	<p>On or before March 20, 2026</p>
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Deliverable 8: Virtual Meeting or Telephone and Email Contact with JCC AB 1058 Program Management

Deliverable 8	<i>Estimated Due Date</i>
<p>Consult with the JCC AB 1058 Program Manager, JCC staff, or designee via virtual meeting or telephone on a biweekly basis and be responsive to emails and phone calls from the JCC AB 1058 Program Manager on an as-needed basis. Every other week schedule, including day and time, to be arranged.</p>	<p>On or before July 15, 2026</p>

Deliverable 9: Virtual Meeting or Telephone and Email Contact with JCC AB 1058 Program Management

Deliverable 9	<i>Estimated Due Date</i>
<p>Proposer will be available on an on-going basis through July 15, 2026, to provide training materials, if necessary, assist in responses to public comments, and respond to any questions regarding methodology and study findings that may arise during the public comment or review by the JCC.</p>	<p>On or before July 15, 2026</p>

5.1 Project Managers. The JCC’s project manager is: **[Insert name]**. The JCC may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **[Insert name]**. Subject to written approval by the JCC, Contractor may change its project manager without need for an amendment to this Agreement.

5.2 Service Warranties. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JCC’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JCC.

5.3 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

5.4 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all JCC-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

5.5 Stop Work Orders.

5.5.1 The JCC may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply

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

5.5.2 If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JCC shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JCC decides the facts justify the action, the JCC may receive and act upon a proposal submitted at any time before final payment under this Agreement.

5.5.3 The JCC shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

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

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**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the JCC: _____

The Services or Deliverables are:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

APPENDIX B
Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JCC, and the JCC shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JCC shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the JCC has accepted:
 - *N/A*
3. **Compensation for Services.**
 - 3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JCC has accepted:
 - **[TBD]**
 - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the JCC shall have the right to withhold fifteen percent (15%) of each such payment until the JCC accepts the final Deliverable.
 - 3.3 **No Advance Payment.** The JCC will not make any advance payment for Services.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JCC.
 - **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
 - *N/A*
5. **Invoicing and Payment**
 - 5.1 **Invoicing.** Contractor shall submit invoices to the JCC in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JCC. Contractor shall adhere to reasonable billing guidelines issued by the JCC from time to time.
 - 5.2 **Payment.** The JCC will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
 - 5.3 **No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JCC shall have the right at any time to set off any amount owing from Contractor to the JCC against any amount payable by the JCC to Contractor under this Agreement.

Taxes. Unless otherwise required by law, the JCC is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JCC shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JCC pursuant to this Agreement.

Attachment 2 Standard Terms and Conditions

APPENDIX C General Provisions

1. Provisions Applicable to Services

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

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

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JCC.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance. By requiring the minimum insurance set forth in this Agreement, the JCC shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

A. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JCC in compliance with the insurance requirements set forth in this Agreement. The JCC may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JCC that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

B. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JCC, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.

C. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JCC. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JCC. The JCC may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JCC. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JCC may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JCC reserves the right to obtain a copy of any policies and endorsements for verification.

D. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JCC any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

E. Contractor, prior to commencing performance under this Agreement, shall provide JCC with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JCC, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability

or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the JCC, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JCC.

F. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JCC. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

G. Failure to provide the documentation as required prior to the commencement of Contractor’s performance under this Agreement shall not constitute or be construed as a waiver of the obligation to provide such documentation.

H. The Certificates of Insurance must be addressed and mailed to:

[Provide name and address.]

I. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JCC may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JCC on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

J. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JCC may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

K. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JCC, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage arising from Contractor’s performance of this Agreement, and for any liability arising out of or in connection with Contractor’s performance of this Agreement or arising out of or in connection with Contractor’s breach of this Agreement. This provision does not apply to professional liability insurance policies.

L. Contractor shall provide the JCC with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JCC’s Project Manager.

M. JCC reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JCC.

N. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, and the JCC.

3.2 Individual Policy Requirements

A. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Contractor's performance of this Agreement or the termination of this Agreement, whichever occurs first.

B. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with Contractor's performance of this Agreement, including, without limitation, owned, hired, and non-owned motor vehicles.

C. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JCC certifying, under penalty of perjury, that it does not have employees. Upon the JCC's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

D. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render performance required under the terms of this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per claim or per occurrence and two million dollars (\$2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such 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 Contractor's completion of the performance of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date Contractor commences performance of this Agreement.

E. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

The technology professional liability errors and omissions insurance policy shall include, or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the JCC in the care, custody, or control of the Contractor. If not covered under Contractor’s technology professional liability errors and omissions insurance, such “property” coverage of the JCC must be endorsed onto the Contractor’s Cyber Liability Policy.

G. Commercial Crime Insurance

This policy is required if Contractor handles or has regular access to JCC’s funds or property of significant value to the JCC. This policy must cover dishonest acts including loss due to disappearance or destruction of money, securities, and property; forgery and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be one million dollars (\$1,000,000).

3.3 Umbrella Policies

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

4. **Indemnity.** Contractor will defend (with counsel satisfactory to the JCC or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made, or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JCC’s prior written consent, which consent shall not be unreasonably withheld; and the JCC shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the JCC may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JCC must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor’s signature.
6. **Tax Delinquency.** Contractor must provide notice to the JCC immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The JCC may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
7. **Termination**
 - 7.1 **Termination for Convenience.** The JCC may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JCC, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
 - 7.2 **Termination for Cause.** The JCC may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and

this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JCC, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

7.3 Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

7.4 Termination for Changes in Budget or Law. The JCC's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JCC may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JCC if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JCC determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies of the JCC.

A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JCC immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JCC may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JCC's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

B. *Replacement.* If the JCC terminates this Agreement in whole or in part for cause, the JCC may acquire from third parties, under the terms and in the manner the JCC considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JCC for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JCC for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JCC. Contractor shall continue any Services not terminated hereunder.

C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JCC with all originals and copies of the Deliverables, including any partially completed Deliverables-related work product or materials, and any JCC-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JCC shall not be liable to Contractor for compensation, or damages incurred as a result of such termination; provided that if the JCC's termination is not for cause, the JCC shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JCC's termination Notice.

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

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the

JCC. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

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

If to Contractor:	If to the JCC:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. Provisions Applicable to Certain Agreements. The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

10.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JCC funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JCC funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.

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

10.4 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

10.5 Iran Contracting Act. *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JCC an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JCC to enter into this Agreement pursuant to PCC 2203(c).

- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.*
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.*
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JCC under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JCC.*
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JCC by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JCC may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days’ Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.*
- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JCC approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JCC a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor’s final invoice to the JCC. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the JCC will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate*

post-contract certification form. The JCC shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JCC shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JCC, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

10.11 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.*

Contractor shall assign to the JCC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JCC. Such assignment shall be made and become effective at the time the JCC tenders final payment to Contractor. If the JCC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JCC any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JCC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JCC shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JCC has not been injured thereby, or (b) the JCC declines to file a court action for the cause of action.

10.12 Legal Services. *If this Agreement is for legal services, this section is applicable.* Contractor shall:

(i) adhere to legal cost and billing guidelines designated by the JCC; (ii) adhere to litigation plans designated by the JCC, if applicable; (iii) adhere to case phasing of activities designated by the JCC, if applicable; (iv) submit and adhere to legal budgets as designated by the JCC; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JCC; and (vi) submit to legal bill audits and law firm audits if so requested by the JCC, whether conducted by employees or designees of the JCC or by any legal cost-control provider retained by the JCC for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JCC. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

10.13 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and

will remain for the Term, qualified to do business and in good standing in California.

- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JCC may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JCC, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JCC at no expense to the JCC. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JCC. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation are subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JCC the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the JCC. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JCC. Contractor has no authority to bind or incur any obligation on behalf of the JCC. If any governmental entity concludes that Contractor is not an independent contractor, the JCC may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the JCC or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JCC five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JCC in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use

Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JCC's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JCC owns all right, title and interest in the Confidential Information. Contractor will notify the JCC promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JCC to protect such Confidential Information. Upon the JCC's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JCC or, if so, directed by the JCC, destroy all Confidential Information (in every form and medium), and (b) certify to the JCC in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JCC shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

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

APPENDIX D

Defined Terms

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

“Agreement” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

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

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

“Contract Amount” is defined on the Coversheet.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

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

“Goods” is defined in Appendix A.

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

“JCC” is defined on the Coversheet.

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

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

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

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

“PCC” refers to the California Public Contract Code.

“Services” is defined in Appendix A.

“Stop Work Order” is defined in Appendix B.

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

APPENDIX E

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

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

CERTIFICATIONS:

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

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

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