

ATTACHMENT C – SAMPLE DOCUMENT

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET

AGREEMENT NUMBER <i>[Agreement Number]</i>
FEDERAL EMPLOYER ID NUMBER <i>[Fed. Employer ID Number]</i>

1. In this Agreement, the term “Contractor” refers to *[Contractor name]*, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Agreement becomes effective as of *[Date]* (the “Effective Date”) and expires on *[Date]*.



3. The purpose of this Agreement is:

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

4. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, B, C and D.

- Exhibit A – Standard Provisions
- Exhibit B – Special Provisions
- Exhibit C – Payment Provisions
- Exhibit D – Statement of Work

- Exhibit E – Key Personnel
- Exhibit F – Work Authorization Form
- Exhibit G – Work Order Form

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> <i>[Contractor name]</i>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <i>[Name and title]</i>	PRINTED NAME AND TITLE OF PERSON SIGNING <i>[Name and title]</i>
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS <i>[Address]</i>

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**STANDARD PROVISIONS
(EXHIBIT A)**

1. Indemnification

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

2. Relationship of Parties

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

3. Termination for Cause

A. The AOC may terminate this Agreement or any authorized Work Order and Work Authorization in accordance with the provisions of the section entitled "Termination" set forth in Exhibit B, however, if this Agreement or an authorized Work Order and Work Authorization is terminated for cause, the AOC may proceed with the Work in any manner it deems proper and the cost to the AOC to obtain performance of the Work shall be deducted from any sum due Consultant under this Agreement.

B. If, after Notice of termination for default of this Agreement, it is determined for any reason under this provision, the obligations of the AOC shall be to pay only for the services rendered at the rates set forth in the Agreement.

C. The rights and remedies of either Party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

A. Contractor may not assign an Agreement, in whole or in part, without the prior written consent of the Project Manager. Consent may be granted or withheld in the absolute discretion of the AOC. Any attempted assignment without the prior written consent of the AOC is void. No assignment will release Contractor from its duties under an Agreement.

5. Time of Essence

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

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6. Validity of Alterations

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

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be full compensation for all the Contractor's time, materials, costs and expenses incurred in the performance of this Agreement unless otherwise expressly provided.

END OF STANDARD PROVISIONS (EXHIBIT A)

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**SPECIAL PROVISIONS
(EXHIBIT B)**

1. Definitions

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

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the AOC after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, the Acceptance of the Work provision set forth in this exhibit.
- B. **“Administrative Director”** refers to that individual or authorized designee, empowered by the AOC to make final and binding executive decisions on behalf of the AOC.
- C. **“Administrative Office of the Courts”** or **“AOC”** refers to the Judicial Council of California, Administrative Office of the Courts. The AOC is one of the Parties to this Agreement.
- D. **“Amendment”** means a written document issued by the AOC and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in any not to exceed amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- E. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the AOC’s business or the business of its Members. Confidential Information does not include (i) information that is already known by the receiving Party, free of obligation of confidentiality to the disclosing Party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving Party in breach of this Agreement; (iii) information that is independently developed by the receiving Party without reference to the Confidential Information; and (iv) information that the receiving Party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing Party.
- F. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the AOC and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet. The terms “Contract” or “Contract Documents” may be used interchangeably with the term **“Agreement.”**
- G. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the AOC to the Contractor for performance of the Work, in accordance with the Contract Documents.
- H. The **“Contractor”** means the individual, subsidiaries, association, partnership, firm, company, consultant, corporation, or combination thereof, including joint ventures,

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contracting with the AOC to do the Contract Work. The Contractor is one of the Parties to this Agreement.

- I. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. **“Day”** means calendar day, unless otherwise specified.
- K. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the AOC for acceptance.
- L. **“Executive Office”** refers to the Administrative Director of the Courts, the Chief of Staff, the Chief Administrative Officer, and the Chief Operating Officer.
- M. **“Force Majeure”** means a delay which impacts the timely performance of Work for which neither the Contractor nor the AOC are liable because such delay or failure to perform was unforeseeable and beyond the control of the Party. Acts of Force Majeure include, but are not limited to:
 - i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a Party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- N. **“Key Personnel”** mean the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the AOC has identified and approved to perform the Work of the Contract. Roles of Key Personnel are set forth in Exhibit E, Contractor’s Key Personnel.
- O. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- P. **“Notice”** means a written document initiated by the authorized representative of either Party to this Agreement and given by:
 - i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other Party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other Party’s authorized representative, which shall be effective on the date of service.
- Q. **“Party”** means either the AOC or Contractor, as the case may be.

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- R. **“Project Manager”** refers to the AOC’s assigned representative or designee responsible for the oversight of all Contractor activities/services.
- S. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the AOC and the AOC’s representatives.
- T. **“Standard Agreement Coversheet”** or **“Standard Amendment Coversheet”** means the form used by the AOC to enter into agreements or amendments with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet or Standard Amendment Coversheet, together with the integrated Contract Documents, shall each represent the Agreement or Amendment as an individual **“Contract Counterpart.”**
- U. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the AOC may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- V. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the AOC refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- W. **“Task(s)”** means one or more functions, if specified in the Contract to be performed by the Contractor for the AOC.
- X. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Agreement.
- Y. **“Transition Period”** means a period of time commencing (i) three months prior to the expiration of this Agreement or on an earlier date as the AOC may request and Contractor may agree, (ii) upon any notice of termination or non-renewal of this Agreement, or (iii) three months prior to any other ceasing of services under this Agreement, as applicable, and continuing through the effective date of expiration, termination or cessation, but for no less than three months. Notwithstanding the foregoing, in no event shall the Transition Period extend more than 60 days beyond the effective date of termination, regardless of the reason for the termination.
- Z. **“Transition Plan”** refers to the plan set forth in this Agreement as necessary to allow the Work to continue without interruption or adverse effect and facilitate the orderly transfer of the Work to the AOC or the AOC’s designee.
- AA. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items

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necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the AOC. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

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

3. Termination Other Than for Cause

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

4. AOC's Obligation Subject to Availability of Funds

- A. The AOC's obligation under this Agreement is subject to the availability of authorized funds. The AOC may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the AOC, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the AOC may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the AOC's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The AOC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

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5. Stop Work

- A. The AOC may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the AOC shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The AOC shall make an equitable adjustment in the delivery schedule, the not to exceed amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the AOC decides the facts justify the action, the AOC may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the AOC's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the AOC shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

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6. Agreement Administration/Communication

A. Project Manager.

i. The responsibilities of the AOC's Project Manager or designee include but are not limited to the following:

- a) Acts a liaison between the Contractor and the AOC pertaining to the Work to be Performed under this Agreement;
- b) Monitors and evaluates the Contractor's performance;
- c) Proactively assists with resolution of issues; and
- d) Oversees all Contractor activities/services.

B. Designee.

i. Any designees shall be set forth in writing for the benefit of the other party.

C. Notices.

i. Any notice from the Contractor to the AOC shall be in writing. Notice shall identify the Agreement number or if Notice applies to a Work Order, the Work Order number should be cited. Notice shall be delivered as follows:

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

ii. Notice from the AOC to the Contractor shall be directed in writing to:

[TBD]

D. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.

7. Standard of Professionalism

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

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8. Acceptance of the Work

- A. In addition to any specific criteria specified in an authorized Work Order, the AOC's Project Manager will apply the following criteria in determining acceptance of the Work:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard), and concepts are presented logically and clearly.
- B. The Contractor shall provide the Work to the AOC, in accordance with direction from the Project Manager. The AOC shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The AOC's acceptance of the Work shall be evidenced by a written notice of Acceptance and no other act or communications, or absence of the same shall be construed as an Acceptance.

9. Contractor's Personnel and Replacement of Personnel

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

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10. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions section 4, it is the policy of the AOC to withhold consent from proposed assignments, subcontracts, or notations when such transfer of responsibility would operate to decrease the AOC's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the AOC, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the AOC shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the AOC to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment and all billing must come from the Contractor.

11. Services Warranty

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

12. Changes and Amendments

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

13. Accounting System Requirement

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

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14. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage. The Contractor shall ensure that all Sub-consultant(s) are bound by provisions of this Section.

15. Audit

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

16. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain insurance that covers the Contractor and the Assigned Personnel employed by the Contractor with limits no less than the following:
- i. Workers' Compensation at statutory requirements of the state of residency.
 - ii. Employers' Liability insurance shall not be less than **\$1,000,000.00** for injury or death for each occurrence.
 - iii. Comprehensive General Liability Insurance shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. The limit shall not be less than **\$1,000,000.00** for each occurrence / **\$2,000,000.00** aggregate for bodily injury, property damage and personal injury. Coverage shall be:

(a) by “Additional Insured” endorsement add as insureds the AOC, its agents, and employees with respect to liability arising out of or connected with the service provided. In the event the Commercial General Liability policy includes a “blanket endorsement by

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contract,” the following language added to the certificate of insurance will satisfy the AOC’s additional insured requirement: “The AOC, its directors, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement”; and

(b) endorsed to specify that the Contractor’s insurance is primary and that any insurance or self-insurance maintained by the AOC shall not contribute with it.

- iv. Business Automobile Liability Insurance coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, code 1 “any auto.” The limit shall not be less than **\$1,000,000.00** each accident for bodily injury and property damage.
- v. Professional Liability: Errors and Omissions **\$1,000,000.00**.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the AOC and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions.
 - i. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
 - (a) To the extent of the Contractor’s negligence, the Contractor’s insurance coverage shall be primary insurance as respects the AOC, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the AOC, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way; and
 - (b) The Contractor’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
 - ii. In the event the Contractor will provide attorney, architectural, engineering, or other professional services, which require a “standard of care” against negligent acts, the Contractor will also maintain Professional Liability insurance, which covers the work provided by such personnel, at not less than \$1,000,000.00 per claims made.
- E. The Contractor shall provide the AOC certificates of insurance satisfactory to the AOC evidencing all required coverages before Contractor begins any work under this Agreement, and complete copies of each policy upon the AOC's request.
- F. Subcontractors. The Contractor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy

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endorsements for each Subcontractor. Insurance coverage, provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.

- G. If at any time the foregoing policies shall be or become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the AOC, the Contractor shall, upon Notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
- H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the AOC of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102.

17. Confidentiality

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

18. Copyrights and Rights in Data

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

19. Ownership of Results

- A. Unless the Contractor and the AOC reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the AOC's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of

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or related to providing services to the AOC shall be treated as if it were “work for hire” for the AOC, and (ii) the Contractor will immediately disclose to the AOC all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “**Creations**”) made, in whole or in part, by the Contractor in the course of or related to providing services to the AOC.

- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the AOC, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the AOC, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the AOC. The Contractor agrees to execute any documents required by the AOC to register its rights and to implement the provisions herein. Upon the AOC's written request, the Contractor shall provide the AOC with all this Data within thirty (30) Days of the request.
- C. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the AOC.

20. Protection of Proprietary Software and Other Proprietary Data

- A. The AOC agrees that all Data and Materials appropriately marked or identified in writing as proprietary, and furnished hereunder, are provided for the AOC's exclusive use for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The AOC agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.
- B. The AOC will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The AOC agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

21. Limitation on Publication

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

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- B. The AOC review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the AOC shall provide its reasons for denial in writing.

22. Permits and Licenses

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

23. Conflict of Interest

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

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

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

24. Covenant Against Gratuities

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

25. Drug-Free Workplace

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

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26. Americans with Disabilities Act

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

27. Governing Law; Jurisdiction

A. This Agreement, and all the rights and duties of Consultant and the AOC arising out of or related to this Agreement or to the relationship of Consultant and the AOC, are governed by the laws of the State of California without regard to its conflicts of law rules. This Provision applies to all claims and causes of action that Consultant has or may acquire against the AOC, whether based on contract, tort, statute, or anything else.

B. Consultant agrees that any claims that I has or may acquired against the AOC shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Consultant agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Consultant waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Consultant, the location of the Project that is subject of the litigation or the location of witnesses, the location of documents, or anything else.

28. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

29. Waiver

The omission by either Party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the Party to enforce those provisions later.

30. Signature Authority

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

31. Survival

The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

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32. Dispute Resolution

- A. Project Manager Negotiations. The Project Manager and the Contractor's point of contract shall attempt in good faith to informally and promptly resolve any disagreement that arises ("**Dispute**") that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the Project Manager and the Contractor's project manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this provision to resolve the Dispute ("**Dispute Notice**"). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party's position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party's position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.
- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party's Dispute Notice ("**Dispute Notice Response**"). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party's position; and (ii) if the Dispute involves a cost adjustment, state the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.
- D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("**Senior Level Negotiations Notice**"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.
- E. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.
- F. Confidentiality. All negotiations conducted pursuant to this section 37 are confidential and shall be treated as compromise and settlement negotiations to which California

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Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code section 703.5 and sections 1115 through 1128.

- G. Continuation of Work. Pending the final resolution of any Dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance any Work under Dispute in accordance with the provisions of this Agreement and the AOC's instructions. Contractor's failure to diligently proceed with performance in this manner will be considered a material breach of this Agreement.

33. Transition Services

- A. During the Transition Period, the Contractor shall provide to the AOC or the AOC's designee, in a manner consistent with Contractor's normal business practices, the services set forth in the Transition Plan, if any, or any other services reasonably necessary to enable the AOC to obtain from another contractor, or to provide for itself, services to substitute for or replace the services provided by Contractor under this Agreement without interruption or adverse effect and to facilitate the orderly transfer of the Services to the AOC or the AOC's designee (collectively, "**Transition Services**"). Contractor shall provide Transition Services to the AOC or the AOC's designee regardless of the reason for termination or expiration.
- B. Transition Services shall be provided at no cost to the AOC or the AOC's designated successor except as otherwise provided for in Exhibit C, Payment Provisions.

34. Judicial Branch Contracting Law Provisions

The Judicial Branch Contracting Law (JBCL) provisions are required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law.

- A. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true, and shall cause these representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the AOC if any representation and warranty becomes untrue.
- i. **Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a

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collective bargaining or other agreement of Contractor's obligations of non-discrimination.

- ii. **National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- iii. **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 AOC.

B. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the agreement is not of the type described in the title of a subsection, then that subsection does not apply to the agreement.

- i. **Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.
- ii. **Agreements over \$50,000.** No funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).
- iii. **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- iv. **Agreements for Services over \$200,000 (Excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare & Institutions Code section 11200 and PCC 10353.
- v. **Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran

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and is identified on the Iran List, or (ii) it has received written permission from the AOC to enter into this Agreement pursuant to PCC 2203(c).

- vi. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.
- vii. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the AOC, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- viii. **Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the AOC 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 AOC.
- ix. **Agreements for which Contractor Has Committed to Achieve DVBE Participation.** Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the AOC: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise (“DVBE”) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of

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DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

- x. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the AOC 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 AOC. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Contractor. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the AOC shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a court action for the cause of action.

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

- xii. **Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the AOC a

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certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the AOC was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

- xiii. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.
- xiv. **Agreements that the Participating JBE Cannot Terminate for Convenience.** The AOC's obligations under this Agreement are subject to the availability of applicable funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the AOC may terminate the Agreement, in whole or in part, without prejudice to any right or remedy of the AOC, for lack of appropriation of funds. Upon termination, the AOC will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Contract Amount.

35. **Entire Agreement**

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, and all other communications between the Parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the AOC.

END OF SPECIAL PROVISIONS (EXHIBIT B)

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**PAYMENT PROVISIONS
(EXHIBIT C)**

1. Work Order and Contract Amount

- A. The total amount the AOC may pay to Contractor under any individual Work Order authorized this Agreement for performing all Work, as well as all Travel and Living Expense and/or Reimbursable Expenses specified therein, shall not in any event exceed the Total Amount Encumbered to Date specified on the face of the Work Order Authorization Form applicable to that Work Order.

The total amount the State may pay to Contractor under this Agreement (“Contract Amount”) shall not in any event exceed the total of all Total Amount(s) Encumbered to Date on all Work Orders authorized under this Agreement.

2. Work Order Authorization Process

- A. The State will authorize the performance of Work and spending of funds under this Agreement via written Work Order(s) which shall be substantially in the format provided in Exhibit G and authorized as specified in this Work Order process.
- B. The State’s Project Manager will provide Contractor with an unsigned Work Authorization Form, describing the Work to be performed. The State will complete the parts 1 and 2 of the form as follows:
- i. Describe in full the Services requested, including the location(s) at which they will be performed.
 - ii. Requested beginning and end dates for the Work.
 - iii. Designate whether the Work requested shall be performed on a Fixed Price Basis or a Time and Materials Not to Exceed Basis.
 - iv. When complete, the State’s Project Manger will submit the unsigned Services Request Form to Contractor’s Project Manager via e-mail.
- C. Upon receipt, Contractor will, based upon the Services requested by the State shall, in coordination with and with the agreement of the State’s designated Project Manger complete part 3 of the form:
- i. Assign and Provide Name and Address information of the Contractor’s Project Manager who will be assigned to this Work Order.
 - ii. Provide a Statement of Work. Provide a narrative work plan specifying the responsibilities of the parties and the Key Personnel with regard to performance of the Work, including any assumptions and/or conditions applicable to performance of the Work

ATTACHMENT C – SAMPLE DOCUMENT

- iii. If agreed to, provide revised start and completion dates for the Work, or provide a detailed Project Schedule detailing the critical path responsibilities for the Project.
 - iv. Provide a list of Key Personnel who will be assigned to perform the Work. Identify any Subcontractor personnel as such.
 - v. In the pricing section of the form, if the Work is to be performed on a Times and Materials Not-To-Exceed basis, provide titles of personnel that will perform the Work, expected hours of Work, applicable Hourly Rate, and total amount for each personnel.
 - vi. Upon completion, Consultant shall submit the signed Work Authorization to the AOC's Project Manager via e-mail.
- D. Consultant's submitted Work Authorization is available for acceptance and may not expire or be revoked for twenty (20) Business Days following the date submitted to the AOC's Project Manager.
- E. If the AOC accept the Work Authorization, the State will notify the Consultant and authorize issuance of a Work Order, in the format of Exhibit G.
- F. The execution of the Work Order by the AOC and the Consultant shall authorized the Work as specified. Any commence of Work or any expenditure made prior to Contractor's receipt of a signed Work Order shall be made at Consultant's sole risk.
- G. The State Project Manager named in the Work Order shall monitor and evaluate Consultant's performance. All requests and communications between the AOC and the Consultant regard the Work must be made through the AOC's designated Project Manager.
- H. Compensation shall be on either a Firm Fixed Price basis or Time and Materials Not-to-Exceed price, set forth in Table 1; or not to exceed the amounts per Task at the billing rates in Table 2, as appropriate.

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Table 1

Task #	Description	Firm Fixed Price
1	10 and 30 Hour Federal OSHA Training for Construction	\$ _____
2	10 and 30 Hour Federal OSHA Training for General Industry	\$ _____
4	CPR/First Aid	\$ _____
5	Training of Federal and Cal OSHA Specific Topics: Lift Trucks Respiratory Protection Aerial Platforms Personal Protective Equipment Fall Protection Hazard Communication Lock Out/Tag Out	\$ _____

Table 2

Title or Job Classification	Billing Rate Per Hour

- i. The hourly rates, time and materials not-to-exceed and firm fixed fee amounts prices set forth in Tables 1 and 2 of this Exhibit shall be fully burdened and inclusive of all costs, benefits, expenses, travel-related costs, fees, overhead, and profits payable to the Contractor for services rendered to the AOC.
- ii. The Contractor shall not charge nor shall the AOC pay any overtime rate.
- iii. The Contractor shall not request nor shall the AOC consider any reimbursement for non-production work including but not limited to time spent traveling to and from a job site or any living expenses.

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3. Other Expenses

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

4. Taxes

The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The AOC will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement including any surplus or excess lines and similar taxes. If requested by the Contractor, the AOC shall provide the Contractor proof of its tax-exempt status.

5. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion as set forth in Exhibit D, Statement of Work. After receipt of invoice, the AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The AOC will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Work Order number;
 - ii. An unique invoice number;
 - iii. The Contractor's name and address;
 - iv. Taxpayer identification number (the Contractor's federal employer identification number);
 - v. Description of the completed Work, including services rendered, hours worked, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The contractual charges, including the appropriate rate(s) or firm fixed prices(s) allowable under this Contract; and
 - vii. Preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
c/o Fiscal Services Office, Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3688
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

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6. Disallowance

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

7. Payment Does Not Imply Final Acceptance of Work

The granting of any payment by the AOC as provided in this Exhibit shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF PAYMENT PROVISIONS (EXHIBIT C)

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**STATEMENT OF WORK
(EXHIBIT D)**

Consultant shall, as authorized, provide the Work as specified in the Statement of Work (SOW) and as may be further specified in Work Orders authorized under this Agreement. The dates of performance and schedule applicable to the provision of the Work under this Agreement will be provided in individual issued Work Orders.

Consultant agrees to provide or perform, as specified in this Agreement, the following Work set forth in this section, and as further elaborated in Work Orders when authorized under this Agreement, as well as any other services that are necessary, normal, customary, or incidental to the performance of Consultant's responsibilities. Work Order may contain additional terms and conditions regarding the Work that is applicable only to the issued Work Order, however, no provision of the Work Order may act to modify or may conflict with the terms and conditions of this Agreement.

This scope of work includes, but is not limited to the following:

1. Provide and/or assist the AOC with any of the following specific Construction Health and Safety Services:
 - 1.1. Conduct Safety and Health Assessments
 - 1.2. Identify Industrial Hazards
 - 1.3. Conduct Activity Hazard Analyses (AHA) on specific industrial or manufacturing processes,
 - 1.4. Prepare Emergency Action Plans
 - 1.5. Develop health and safety plans
 - 1.6. Develop accident prevention plans

2. Provide and/or assist the AOC in providing any of the following specific General Industry Health and Safety Services:
 - 2.1. Conduct Safety and Health Assessments
 - 2.2. Identify Industrial Hazards
 - 2.3. Develop Accident Prevention Plans
 - 2.4. Develop Health and Safety Plans
 - 2.5. Conduct AHAs on specific work processes

3. Provide and or assist the AOC with any of the following Industrial and Environmental Health, Hygiene and Safety Services:
 - 3.1. Commercial Mold Investigation
 - 3.2. Industrial Hygiene Assessments, Inspections and Consultations
 - 3.3. Air Sampling and Noise Exposure Monitoring
 - 3.4. Health Risk Analyses and Hazard Communications
 - 3.5. Lead, Asbestos, Particulate and Mold Surveys
 - 3.6. Ionizing and Non-ionizing Radiation Surveys

ATTACHMENT C – SAMPLE DOCUMENT

4. Provide and or assist the AOC in providing any of the following specific Education and Training in Safety and Health Services
 - 4.1. Conduct 10 and 30 Hour Federal OSHA Training for Construction Industry
 - 4.2. Conduct 10 and 30 Hour Federal OSHA Training for General Industry
 - 4.3. Conduct 40 Hour EM-385 Training
 - 4.4. Customize Safety and Health Courses Tailored to Specific Organizations
 - 4.5. Provide FED and CAL OSHA Specific Training Requirements
 - 4.6. CPR/First Aid
 - 4.7. Education and Training on specific OSHA required topic such as:
 - Lift Trucks
 - Respiratory Protection
 - Aerial Platforms
 - Excavating and Trenches
 - Personal Protective Equipment (PPE)
 - Fall Protection
 - Confined Space
 - Hazard Communication
 - Lock Out/Tag Out (LOTO)

5. Provide and or assist the AOC in providing any of the following specific Owner or Contractor Controlled Insurance Program (OCIP) (CCIP) :
 - 5.1. Monitor compliance of OCIP/CCIP safety programs
 - 5.2. Review and comment on JHAs, AHAs, Injury and Illness Prevention Programs (IIPPs) and other safety management processes
 - 5.3. Coordinate site visits with insurance brokers, providers and contractors
 - 5.4. Conduct administrative audits of the Contractors' Safety Programs
 - 5.5. Communicate non –compliance with safety programs with the controlling contractors
 - 5.6. Conduct and document accident and near miss investigations

END OF ATTACHMENT (EXHIBIT D)

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**CONTRACTOR’S KEY PERSONNEL
(EXHIBIT E)**

- The following individual, or equivalent as approved pursuant to Exhibit B, Special Provisions, paragraph 9, Contractor’s Personnel and Replacement of Personnel, shall be the Key Personnel designated to perform and function in a key capacity in managing the work of the Contract:

Name of Key Staff	Role

END OF CONTRACTOR’S KEY STAFF (EXHIBIT E)

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EXHIBIT F

WORK AUTHORIZATION FORM

Date: **Month, Day, Year**

The requested services are described in Parts 1 and 2 of this Work Authorization. Please complete and sign Part 3, providing detailed not-to exceed-cost or a fixed firm fee in accordance with our Master Agreement. Please submit your proposal by email, no later than seven days from receipt of this Work Order and Work Authorization. Please address your response to:

Name of Project Manager
 Health and Safety Analyst
email address
 [Phone Number]

Please refer to the AOC reference number _____ for all communications related to this Work Authorization. Your proposal will be reviewed on the cost and scope of the work proposed.

PART 1: GENERAL INFORMATION

Request for Safety and Health Services		
County/City:		
Project Name/Courthouse Name:		
Building ID No. (if applicable):		
Services Requested:		
Reason For Request:		
Requested By/Date Needed*:		
Site One:		
	Address(es)	APN(s)
Property Contact/Phone:		
Special Instructions?		

ATTACHMENT C – SAMPLE DOCUMENT

injj

Site Two		
	Address(es)	APN(s)
Property Contact/Phone:		
Special Instructions?		

- 1) The point of contact at the AOC for further information is [Name] (name@jud.ca.gov).
Please copy _____ on all correspondence.
- 2) Consultant to provide actual work schedule to AOC, prior to starting the project.

PART 2: REQUESTED SERVICES

1.	<input type="checkbox"/> Construction Health and Safety Services
1.	
2.	<input type="checkbox"/> General Industry Health and Safety Services
3.	<input type="checkbox"/> Industrial and Environmental Health, Hygiene And Safety Services
4.	<input type="checkbox"/> Education and Training Safety And Health Services
5.	<input type="checkbox"/> Owner or Contractor Controlled Insurance Program (OCIP'S) (CCIP'S)

REQUESTED BY:

[Name]
 Health and Safety Analyst
 Administrative Office of the Courts
 Judicial Branch Capital Program Office
 Risk Management Unit
 455 Golden Gate Ave
 San Francisco, CA 94102-3688

Date _____

PART 3: CONSULTANT'S PROPOSAL

ATTACHMENT C – SAMPLE DOCUMENT

(To be completed by Consultant and returned to the AOC.)

1.	<input type="checkbox"/> Construction Health and Safety Services	Rate	Est. Hrs.	Amount
2.	<input type="checkbox"/> General Industry Health and Safety Services	Rate	Est. Hrs.	Amount
3.	<input type="checkbox"/> Industrial and Environmental Health, Hygiene And Safety Services	Rate	Est. Hrs.	Amount
4.	<input type="checkbox"/> Education and Training Safety And Health Services	Rate	Est. Hrs.	Amount
5.	<input type="checkbox"/> Owner or Contractor Controlled Insurance Program (OCIP'S) (CCIP'S)	Rate	Est. Hrs.	Amount
Total Not to Exceed Amount or Firm Fixed Fee Amount:				

Time to complete: _____

Key Personnel List:

Consultant's Project Manager: _____

Other Key Personnel (list if applicable): _____

CONSULTANT: _____ (Consultant Name)

BY: _____
 [Signature of Authorized Agent of Consultant]

PRINTED NAME: _____

TITLE: _____

DATE: _____

END OF ATTACHMENT (EXHIBIT F)

EXHIBIT G – WORK ORDER FORM
Sample Document

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

STANDARD AGREEMENT COVERSHEET

	WORK ORDER NUMBER	AMENDMENT NUMBER
		FEDERAL EMPLOYER ID NUMBER

1. In this Agreement, the term "Contractor" refers to [*Contractor name*], and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Agreement becomes effective as of _____ (the "Effective Date") and expires on _____.



3. The maximum amount that the AOC may pay Contractor under this Work Order is \$_____.

4. This Work Order is issued pursuant to Master Agreement# @ Services between the State of California and the Contractor.

The Contractor is hereby authorized to, and shall provide the Work specified in the attached Work Order in accordance with the Agreement and the Work Order:

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement.

Attachment A – (*Title*)
Attachment B – (*Title*)

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (<i>if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.</i>)
BY (<i>Authorized Signature</i>) 	BY (<i>Authorized Signature</i>) 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS

End of Attachment [Exhibit G]