

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

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

2. Relationship of Parties

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

3. Termination for Cause

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

- B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
4. No Assignment
- Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.
5. Time of Essence
- Time is of the essence in this Agreement.
6. Validity of Alterations
- Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.
7. Consideration
- The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT A

**EXHIBIT B
SPECIAL PROVISIONS**1. Definitions

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

- A. "**Administrative Director**" refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. "**Amendment**" means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State's business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The "**Contract**" or "**Contract Documents**" constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "**Agreement.**"
- E. "**Contract Amount**" means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The "**Contractor**" means the individual, association, partnership, firm, company, Contractor, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. "**Data**" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“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 State for acceptance.
- J. **“Disabled Veteran’s Business Enterprise”** or **“DVBE”** means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, naval or air services.
- K. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State 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.
- L. **“Key Personnel”** refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in Exhibit E. Roles of Key Personnel are set forth in Exhibit D, Work to be Performed.
- M. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- N. **“Milestone(s)”** means one or more events or dates, if specified in the Contract Documents, by which Work, as identified, must be provided by the Contractor.
- O. **“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.

- P. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- Q. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**).
- R. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- S. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- T. **“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 State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- U. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- V. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- W. **“Trial Court(s)”** or **“Court(s)”** means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- X. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the 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 State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

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

5. Stop Work

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

6. Agreement Administration/Communication

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

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

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

ii. Other than for Notices, the State's Project Manager may be contacted as follows:

Telephone: TBD
Facsimile: TBD
Email: TBD

B. Notice to the Contractor shall be directed in writing to:

TBD

7. Standard of Professionalism

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

8. Evaluation of Contractor

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

9. Acceptance of the Work

A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State’s Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State’s Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.
10. Contractor's Personnel and Replacement of Personnel
- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's

opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of Contractor's personnel is not in the best interest of the State. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

- B. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with 11.A, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel acceptable to the State's 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 State's 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 Project Contact.
- D. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

11. Assignments or Subcontracting

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

12. Disabled Veteran Business Participation Review

The Contractor agrees that the State or its designee shall have the right to review, obtain, and copy all Data pertaining to performance of this Agreement. The Contractor agrees to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable Notice, during Working Hours for the purpose of interviewing employees and inspecting and copying such Data, books, records, and other accounts that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Sections 10115 *et seq.* The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under the Agreement.

13. Services Warranty

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

14. 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.

15. Accounting System Requirement

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

16. 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.

17. Audit

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

18. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - 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 State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the State and shall be the sole responsibility of the Contractor.

- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents, as well as the officers, officials, employees and agents of the Courts are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents as well as the officers, officials, employees and agents of the Courts. Any insurance and/or self-insurance maintained by the State or the Courts, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

19. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor

requiring a promise of confidentiality concerning the Contractor's clients and business.

- 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.

20. Copyrights and Rights in Data

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

21. Ownership of Results

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.
- B. 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 State.

22. Ownership of Intellectual Property, Etc.

- A. Unless the Contractor and the State reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the State's requirement (a) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the State shall be treated as if it were "work for hire" for the State, and (b) the Contractor will immediately disclose to the State 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 State.
- 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 State, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the

State, 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 State. The Contractor agrees to execute any documents required by the State to register its rights and to implement the provisions herein.

23. Protection of Proprietary Software and Other Proprietary Data

- A. The State agrees that all Data and Materials appropriately marked or identified in writing as proprietary, and furnished hereunder, are provided for the State's exclusive use for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The State 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 State 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 State 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.

24. Limitation on Publication

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

25. Limitation of Liability

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

26. Use of State or Court Provided Equipment

Neither the State nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the State or Courts.

27. Conflict of Interest

A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

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

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

28. Covenant Against Gratuities

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

29. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the

immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

30. 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.

31. Nondiscrimination/No Harassment Clause

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

32. Americans with Disabilities Act

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

33. California Law

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

34. 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.

35. 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.

36. 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.

37. Signature Authority

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

38. 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.

39. 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 State.

END OF EXHIBIT B

**EXHIBIT C
PAYMENT PROVISIONS**

1. Contract Amount

- A. The State shall pay the Contractor a firm fixed price per Deliverable for performing the Work of this Agreement, upon acceptance of each Deliverable, as set forth in Table 1, below.
- B. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall not exceed the Contract Amount of **\$TBD**, as set forth in this Exhibit.
- C. The Contractor has estimated the costs and expenses necessary to complete the Work at the firm fixed prices set forth herein. The State's acceptance of the Contractor's price does not (1) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Compensation for Contract Work

- A. For performing the Work of this Agreement as set forth in Paragraph 1, Work Requirements, of Exhibit D, Work To Be Performed, the State shall compensate the Contractor upon the acceptance of each Deliverable at the firm fixed prices set forth in Table 1 below, provided the Contractor completes each Deliverable as set forth in Paragraph 1, Work Requirements, of Exhibit D, Work To Be Performed, and the State accepts each Deliverable as set forth in Exhibit B, Paragraph 9.

Table 1: Firm Fixed Prices for Deliverables

Deliverable Number	Deliverable Description	Completion Date	Firm Fixed Amount
1	Written preliminary report outlining data collection protocols for interpreter use for each of the following: 1) in criminal or mandated proceedings; 2) with self represented litigants and/or as incidentally assigned in non mandated or civil proceedings and 3) as assigned for all deaf or hard of hearing court users in all proceedings.	7/1/09 – 7/20/09 (estimated)	TBD
2	Written report on preliminary findings of spoken language use in criminal (mandated) proceedings based on data generated by the actual time study and as collected by CIDCS and other systems and of ASL interpreter use as mandated in all proceedings	2/28/10 (estimated)	TBD
3	A written report showing the research results/(methodology used and data as collected) on incidental use of spoken language interpreter use and use of interpreters by self – represented litigants in <u>non-mandated</u> proceedings (civil matters) submitted to AOC in an agreed upon format	8/1/09- 3/28/10 (estimated)	TBD

Deliverable Number	Deliverable Description	Completion Date	Firm Fixed Amount
4	Draft of final written report including: findings, analysis and recommendations stemming from deliverable #2; a comparative analysis of statewide and regional immigration trends, demographic changes, and changes in the deaf and hard of hearing community that may influence an increase or decrease in interpreter need in California; and recommendations regarding spoken languages to be included in the California Court Interpreter Certification Program and/or languages to be considered for de-designation. Criteria and rationale for recommendations regarding language designation or de-designation thresholds will also be included	3/30/10 (estimated)	TBD
5	Provide a print ready electronic version and 50 final printed hard copies of a comprehensive report including, but not limited to, methodology, findings, analysis, conclusion, and recommendations. Reports shall be of a quality and format acceptable to the AOC.	5/30/10(estimated)	TBD
Total Not To Exceed Contract Amount			TBD

- B. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- C. The total amount the State may pay the Contractor, pursuant to this provision, shall not exceed **\$TBD**.

2. Direct Expenses

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

3. Other Expenses

Except for the specific travel expenses as set forth herein, the State 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 State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

5. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, as set forth in Exhibit D, Work to be Performed, but no more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate:
- i. The Contract number;
 - ii. A 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 the name of Contractor performing the Work, services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The DVBE dollars expended, if DVBE commitments were made;
 - vii. The date each Deliverable is completed; and
 - viii. Preferred remittance address, if different from the mailing address.

- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

6. Disallowance

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

7. Payment Does Not Imply Acceptance of Work

The granting of any progress payment by the State 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 EXHIBIT C

EXHIBIT D
WORK TO BE PERFORMED

1. Work Requirements

- A. The Contractor shall conduct a study of language need and interpreter use in court proceedings throughout California. The Contractor shall independently collect, analyze, and report interpreter utilization statistics from each of the 58 counties within California, and provide commentary as required by Government Code Section 68563.
- B. The study will serve as a basis for recommending additional languages for the State court interpreter certification program. Additionally, the purpose of this report is to

provide the Judicial Council of California with background information, research analyses, and recommendations regarding additional languages to be included in the State Certification Examination program for court interpreters, and to help project future language interpreting needs for the State's trial courts. Since comparable longitudinal information was not available for many of the questions being studied, this study primarily uses data gathered for the past five fiscal years.

2. Scope of Work

- A. The Contractor shall develop, recommend, and utilize reliable qualitative and quantitative data collection protocols to determine the statewide and regional use of spoken language interpreters in mandated proceedings in California trial courts and ASL interpreters (and all other interpreters engaged in court interpretation between hearing and non-hearing individuals) during the period 2004 through 2008. The Contractor shall also develop, recommend, and utilize effective data collection protocols in the design and execution of a mini- study the purpose of which will be to gather and analyze data regarding the *actual* time spent on mandated interpreted activities for a predetermined time in a limited sample number of courts. While court staff and judicial officers may be made available for focus groups or interviews in some courts, data gathering protocols recommended by the contractor for the mini-study must not rely on the use of court personnel to actually collect data or otherwise significantly impact court operations.
- B. Statewide data collection for mandated proceedings shall include the use of spoken language court interpreters in criminal, delinquency, dependency, and domestic violence proceedings. Statewide data collection for ASL shall include the use of ASL interpreters and all other deaf interpreters in all trial court proceedings. Data collection for the incidental use of interpreters in non-mandated civil proceedings shall include spoken language interpreter use in sample courts for proceedings such as unlawful detainer, and small claims proceedings and also include data regarding the use of interpreters by self-represented litigants in civil proceedings
- C. The Contractor shall report on interpreter activity within trial court caseloads, for the period of 2004-2008, by state and region, including the following elements:
- i. Analysis of spoken languages by language used statewide and by region, per year;
 - ii. Analysis of spoken language interpreter use by language, case type, statewide and by region, per year;
 - iii. Analysis of ASL and other deaf interpreter use by case types, type of interpretation, statewide and by region, per year;
 - iv. The average number of actual hours spent on interpreted activities per mandated proceeding and event type for a predetermined limited time study in sample courts;
 - v. Average use of full-day and half-day assignments statewide and by region;

- vi. Statewide and regional use of cross-assignments by language;
 - vii. Analysis of interpreter use by status, including employee, opt-out independent contractor, or independent contractor status, and certified/registered or provisionally qualified status, statewide and by region, by language, and case type, by year;
- D. Statewide data will be collected using information captured in the Court Interpreter Data Collection System (CIDCS) and other independent data systems used by individual trial courts. Data elements not captured in the various systems may be obtained through other methodologies, including but not limited to: interviews and focus groups with court staff from a sample of courts, a study of actual time spent on interpreted activities for a sample number of courts representative of the four regions, and a statewide survey. Although court staff and judicial officers may be available for interviews and focus groups, the contractor may not rely on the use of court personnel to actually gather data and/or conduct the study activities.
- E. In addition to interpreter activity in court proceedings, the Contractor shall conduct a number of statewide demographic analyses that will assist the Judicial Council in determining which languages shall be designated for inclusion in the California Court Interpreter Certification Program and/or languages that shall be considered for de-designation.
- F. The Contractor shall perform the following tasks and provide the associated Deliverables pertaining to the development of a methodology to determine ASL and spoken language need and interpreter use on a regional and statewide basis in California state courts.
- i. Meet with working group designates and CIP staff to report on proposed data collection protocols (and alternatives) for the following: assessment of spoken language interpreter use in mandated proceedings (including felony and misdemeanor criminal proceedings, delinquency proceedings, domestic violence proceedings, and dependency proceedings) on a regional and statewide basis; assessment of the incidental use of spoken language interpreters in non-mandated (civil) proceedings (data collection to be conducted in a limited number of sample courts across regions); the average number and types of civil proceedings with self-represented litigants using spoken language interpreters within a predetermined limited timeframe in sample courts; and the assessment of ASL and/or other deaf interpreters used for deaf, hard of hearing, and non-English speaking deaf court users, victims, witnesses, and jurors in all proceedings.

Deliverable #1: Written preliminary report outlining data collection protocols for interpreter use for each of the following: 1) in criminal or mandated proceedings; 2) with self represented litigants and/or as incidentally assigned in non mandated or civil proceedings

and 3) as assigned for all deaf or hard of hearing court users in all proceedings.

Due Date: 7/1 -7/20/09 (estimated)

- G. The Contractor shall perform the following tasks and provide the associated Deliverables pertaining to the collection of statewide and regional data on ASL use in all trial court proceedings and spoken language interpreter use in mandated proceedings.
- i. Conduct data collection and provide analysis of spoken language interpreter activity in statewide mandated trial court proceedings during the period 2004 – 2008. Data elements shall accomplish the objectives outlined in 2A through 2E (above) and include, but not be limited to language use, half-day or full-day assignments, , case type, and interpreter status (including employment and certification status);
 - ii. Conduct data collection and provide analysis of ASL and deaf interpreter activity in all statewide trial court proceedings during the period 2004 – 2008. Data elements shall accomplish the objectives outlined in 2A through 2E (above) and include, but not be limited to the number and case types, , as well as interpreter use in relation to half-day or full-day assignments, proceeding, case type, and interpreter status (including employment and certification status);
 - iii. Conduct actual time data collection for a predetermined limited timeframe with sample courts representative of the four regions shown in Attachment 2 of Exhibit F. Data shall include the average number of *actual* interpreter hours spent per mandated proceeding and event type; and
 - iv. Research and report on the yearly statewide and regional use of cross-assignments; by language, and region and case type.

Deliverable #2: Written report on preliminary findings of spoken language use in criminal (mandated) proceedings based on data generated by the actual time study and as collected by CIDCS and other systems and of ASL interpreter use as mandated in all proceedings

Due Date: 8/01/09 – 2/28/10 (estimated)

- H. The Contractor shall perform the following tasks and provide the associated Deliverables pertaining to the collection of data on incidental spoken language interpreter use in non-mandated (civil) proceedings:

- i. Design and conduct study to produce data on the average number and types of non-mandated civil court proceedings with self-represented litigants requiring spoken language interpreters in a predetermined limited timeframe in sample courts representative of the four regions; and
- ii. Design and conduct a study that produces data regarding the incidental use of spoken language interpreter activity in non- mandated civil court proceedings for a predetermined limited timeframe in a sample number of courts. Data elements shall include, but not be limited to language use, half-day or full-day assignments, proceeding, event type, and interpreter status (including employment status and certification status).

Deliverable #3: A report showing the research results/(methodology used and data as collected) on incidental use of spoken language interpreter use and use of interpreters by self –represented litigants in non-mandated proceedings (civil matters) submitted to AOC in an agreed upon format.

Due Date: 8/1/09 – 3/28/10 (estimated)

- I. The Contractor shall perform the following tasks and provide the associated Deliverables pertaining to the collection of data and analysis of statewide and regional immigration trends, demographic changes, and changes within the deaf or hard of hearing community that may influence an increase or decline in language need or interpreter use (spoken language and ASL) in California:
 - i. Review and report on existing research pertaining to statewide and regional immigration trends and demographic changes. Data shall include, but not be limited to population characteristics with regard to country of origin, native language, English proficiency, years lived in the U.S., as well as other factors that may, over the next 5 years, influence an increase or decline in spoken language interpreter use in California state courts;
 - ii. Review and report on existing research pertaining to statewide and regional trends in the deaf or hard of hearing community. Data shall include an analysis of factors that may, over the next 5 years, influence an increase or decline in ASL interpreter use (or use of other forms of interpretation between hearing and non-hearing individuals –e.g. tactile, signed English, or Mexican Sign Language) in California state courts;
 - iii. Conduct a comparative analysis of immigration trends, demographic changes, and changes within the deaf or hard of hearing community with the current use of interpreters in trial court proceedings over the period 2004-2008 and make recommendations regarding spoken languages to be included in the California

Court Interpreter Certification Program and/or languages that should be considered for de-designation.

- iv. Based on data collection and the analysis of spoken language use and interpreter need in the trial courts, develop a supporting rationale and optional criteria and/or methodologies for use in establishing a threshold to determine the designation and de-designation of languages for the California Court Interpreter Certification Program.

Deliverable #4: Draft version of final report which includes: findings, analysis and recommendations stemming from deliverable #2; a comparative analysis of statewide and regional immigration trends, demographic changes, and changes in the deaf and hard of hearing community that may influence an increase or decrease in interpreter need in California; and recommendations regarding spoken languages to be included in the California Court Interpreter Certification Program and/or languages to be considered for de-designation. Criteria and rationale for recommendations regarding language designation or de-designation thresholds will also be included.

Due Date: 3/30 /10 (estimated)

- J. The Contractor shall deliver and present a final Report and Recommendations regarding the language need and interpreter use in the California state courts:
 - i. Provide a comprehensive Final Report, including an executive summary, methodologies used, findings, analysis, conclusion, and recommendations. Recommendations shall include languages to be considered for inclusion in the California Court Interpreter Certification Program and/or languages that should be considered for de-designation, as well as proposed options for establishing a threshold to determine the designation of languages, as well as further recommendations pertaining to a centralized statewide data collection system.
 - ii. The comprehensive report shall be prepared with professional quality and appearance, and shall be copy-edited before submission. Professional quality includes appropriate binding and use of 2 to 4 colors as necessary. A final print ready copy, including all graphics shall be submitted electronically with an additional total of 50 hard copies submitted.

Deliverable #5: Provide a print ready electronic version and 50 final printed hard copies of a comprehensive report including, but not limited to, methodology, findings, analysis, conclusion, and recommendations. Reports shall be of a quality and format

acceptable to the AOC and shall include a reference to AOC's copyright ownership, "© Copyright, 20XX, Administrative Office of the Courts, All rights reserved."

Due Date: May 30 2010 (estimated)

TABLE 1: REQUIRED MEETINGS

(Dates and locations subject to revision)

<u>Meeting No.</u>	<u>Purpose and Audience</u>	<u>Location</u>	<u>Estimated Timing</u>
1	Meet key AOC staff to discuss purpose of contract, expectations, desired outcomes, and methodology protocols.	San Francisco	6/20-6/30/09 (TBD)
2	Conference with Working Group for data collection.	Teleconference	7/70- 7/30/09(TBD)
3	Briefing with Court Interpreters Advisory Panel, Working Group, and key AOC staff to get feedback on preliminary data collection and analysis.	San Francisco with Teleconference	3/15/10 (TBD)
4	Present draft results and recommendations to key AOC staff and EOP leadership.	Teleconference	4/15-4/20/10 (TBD)
5	Present final report and recommendations results to AOC and CIAP leadership.	Teleconference	NLT 6/15/10

3. AOC Responsibilities

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

4. Authority and Approval

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

5. Progress Reports

The Contractor shall submit monthly progress reports to the Project Lead, describing work performed, work status, issues encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Invoices shall include deliverables, hours worked, and charges applicable.

END OF EXHIBIT D

EXHIBIT E
CONTRACTOR'S KEY PERSONNEL

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

Name of Contractor's Key Personnel	Title
TBD	TBD
TBD	TBD

2. The resume of Contractor's Key Personnel is included in this Exhibit.

END OF EXHIBIT E

EXHIBIT F
ATTACHMENTS

This Exhibit includes the following form(s):

- Attachment 1, Acceptance & Signoff Form
- Attachment 2, Court Interpreters Region Map

END OF EXHIBIT F

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE & SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

EXHIBIT F
ATTACHMENT 2
COURT INTERPRETERS REGION MAP

