

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, if authorized in the Notice of failure, a longer period,
- 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 reasonable terms and in such manner as it may reasonably 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

EXHIBIT B SPECIAL PROVISIONS

1. Definitions

The 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 State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents and the authorized Work Authorization, including without limitation, Exhibit D, Work Authorization Administration, and the Acceptance of the Work provision set forth in this Exhibit.
- B. **"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.
- C. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Work Authorization Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of the Courts, their personnel, officers, or constituents, and including any confidential communications between the Contractor and the State, the Court, their personnel, officers, or 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.
- E. 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, including, without limitation, the Master Agreement and all related Work Authorizations. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- F. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.

- G. The “**Contractor’s Technology**” refers to various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, function, process, system and data models, including Contractor’s proprietary delivery system; templates; generalized features of the structure, sequence and organization software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and, logic, coherence and methods of operation of systems which the Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of services hereunder, create, acquire or otherwise obtain rights in.
- H. “**Court(s)**” means one or more of the fifty-eight (58) superior courts, the Supreme Court of California, and the California Courts of Appeal.
- 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. “**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.
- L. “**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.
- M. “**Force Majeure**” means a delay, which impacts the timely performance of Work for which neither the Contractor nor the State are liable because such delay or failure to perform was beyond the control of the party. Force Majeure events include, but are not limited to:
- i. Natural disasters or acts of a public enemy;
 - ii. Fire or other casualty for which a party is not responsible;
 - iii. Quarantine or epidemic;
 - iv. Strike or defensive lockout; and,
 - v. Unusually severe weather conditions.
- N. “**Judicial Branch Entity**” or “**JBE**” means the Judicial Council of California, the Administrative Office of the Courts, any of the Courts the Habeas Corpus Resource Center and the Commission on Judicial Performance of the State of California (collectively referred to as Judicial Branch Entities).
- O. “**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.

- P. **“Master Agreement”** means the component of the Agreement that sets forth the terms and conditions under which the State retains the Contractor and the Contractor will provide consulting Work by executing an individual Work Authorization, if any, for a particular Project and for a particular Work Authorization Amount.
- Q. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- R. **“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.
- S. **“Project”** refers to all activity relative to a Work Authorization and/or this Agreement including activity of the Contractor, its Subcontractors, the State, Court(s) and the State or Court’s representatives in connection with the Contract Work.
- T. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement.
- U. **“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.”**
- V. **“Stop Work Authorization”** 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 Authorization. The Stop Work Authorization shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- W. **“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 Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- X. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.

- Y. **“Term”** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 40, Agreement Term(s) and Options to Renew.
- Z. **“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.
- AA. **“Work”** or **“Contract Work”** or **“Work to be Performed”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the State. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Authorization(s) that are performed or provided by the Contractor. The general nature of the Work of this Contract is for developing web based courses, as more particularly described in Exhibit D, Work Authorization Administration, and in any individual Work Authorization.
- BB. **“Work Authorization”** refers to a document, substantially in the form of Exhibit F, Attachment 2, Work Authorization Form, that is used by the State to authorize Work pursuant to this Master Agreement. Each Work Authorization, if any, will include details about the nature of the Work the Contractor will perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Authorization is authorized when the State Standard Agreement form that is the first page of the Work Authorization has been bilaterally executed.
- CC. **“Work Authorization Amount”** refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Authorization. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Authorization shall not exceed the Work Authorization Amount stated therein.
- DD. **“Working Hours”** refers to an average eight (8) hour work shift in a business day, falling between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.
2. Manner of Performance of Work
- The Contractor shall complete all Work specified in the Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.
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 in whole or in part 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 Work Authorization Amount(s) applicable to the terminated portion of the Project(s).
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 Master Agreement, any individual Work Authorization or in any Amendment hereto, the State may, upon written Notice to the Contractor, terminate this Master Agreement or any individual Work Authorization in whole or in part. 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 in whole or in part through any individual Project 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 or the affected parts will terminate by these terms without any further action of the parties 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 as a Stop Work Authorization 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 Authorization shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Authorization, 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 Authorization during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Authorization 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 Authorization; or
 - ii. Terminate the Work covered by the Stop Work Authorization as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Authorization issued under this provision is canceled or the period of the Stop Work Authorization or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Work Authorization Amount, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Authorization 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 Authorization is not canceled and the Work covered by the Stop Work Authorization 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 Authorization 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 Authorization issued under this provision.

6. Agreement Administration/Communication

A. State Project Management

- i. The State's Project Manager assigned to this Agreement shall be **[TBD]**, who will be responsible for monitoring and evaluating the Contractor's performance as a representative of the State and will grant Acceptance of the Work. All requests and communications about the services to be performed under this Agreement shall be made through the State's Project Manager, unless otherwise designated.
- ii. For a particular Work Authorization, the State's Project Manager may authorize another individual, to serve as the designated State's Project Manager, to be responsible for day-to-day management of that Work Authorization. The State's Project Manager will consult with any designee(s)

to determine if the Contractor has satisfactorily performed the Work in accordance with the terms and conditions of the Agreement.

B. Communications with the AOC

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

[TBD], State's Project Manager
Judicial Council of California /
Administrative Office of the Courts
Human Resources Division, 7th Floor
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

[TBD]

C. Contractor Project Management

- i. The Contractor's Project Manager assigned to this Agreement shall be [TBD], who will be responsible for managing Contractor's performance under this Agreement.
- ii. When named in particular Work Authorization, the Contractor's Project Manager may authorize another individual to serve as the designated Contractor's Project Manager, to be responsible for day-to-day management of that Work Authorization. The State's Project Manager will consult with any designee(s) to determine if the Contractor has satisfactorily performed the Work in accordance with the terms and conditions of the Agreement.

D. Communications with the Contractor

- i. Any Notice to the Contractor shall be directed in writing to:

[TBD]

7. Authorization of Any Work Authorizations

The State does not guarantee that the Contractor will receive a specific volume of Work, a specific total Contract or Work Authorization Amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Authorizations the State may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Authorization.

8. 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.

9. Acceptance of the Work

- A. The State's 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 State's 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 State's 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 in Exhibit F of 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 State's Project Manager requests further change, the Contractor shall confer with the State's 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. Termination does not relieve the State of liability for wrongfully rejected Work.
- G. The State's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The State's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

10. Contractor's Personnel and Replacement of Personnel

- A. The Contractor shall provide for the staffing requirements as set forth in Exhibit D, Work Authorization Administration, and each Work Authorization, if any, prior to commencing any Work pertaining to the staffing requirements.
- B. The State has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Agreement. If, in the State's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the State's requirements, the Contractor shall submit a different candidate for consideration.
- C. 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, the performance of the Contractor's personnel is unsatisfactory. 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.
- D. If any of the Contractor's Key Personnel, identified in Exhibit E, become unavailable during the Term(s) of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills; any substitute must be acceptable to the State's Project Manager.
- E. 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.

- F. 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. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to 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, consultants, 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, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.

14. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the State to exercise its audit rights set forth below.

15. 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 after final payment under this Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.

16. 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.

17. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the State's 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 State's 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.

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. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00.
 - iv. Comprehensive 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 single occurrence and \$2,000,000.00 aggregate limit.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to 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. Acceptability of Insurers. Unless otherwise approved by the State:
- i. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VIII, or, if not rated with A.M. Bests, with minimum surpluses the equivalent of A.M. Bests' surplus size VIII.
 - ii. Professional Liability, Errors and Omissions insurance may be placed with insurers with an A.M. Bests' rating of B+: VII. Any exception must be approved by the State.

- G. Subcontractors. The Contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- H. All of the Contractor's policies, including Subcontractors' policies, shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within thirty (30) 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 94102.

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 State's 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 Data & Materials

- A. Any interest of the Contractor in the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these Data and Materials 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 and Materials. The Contractor shall not publish or reproduce such Materials in any form, in whole or in part, or any manner or form, or authorize others to do so without the written consent of the State.
- C. Notwithstanding the foregoing, the parties acknowledge that the Contractor may, employ, disclose, provide or modify the Contractor's Technology in connection with the performance of the Work hereunder. The parties acknowledge and agree that the Contractor shall own all right, title, and interest, including without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Contractor's Technology and the Contractor may employ, modify, disclose, and otherwise exploit the Contractor's Technology (including, without limitation, providing services or creating programming for other clients). Except as otherwise provided, upon full and final payment hereunder, the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files related to this Project shall become the State's property. To the extent that any of the Contractor's Technology is contained in any of the Data and Materials resulting from the Work, the Contractor hereby grants the State, a royalty-free, fully paid, worldwide, non-exclusive license to use the Contractor's Technology in connection with the Data and Materials resulting from the Work hereunder. To the extent that the Contractor uses any of its property, including the Contractor's Technology or any hardware or software of the Contractor's in connection with the performance of the Work hereunder, such property shall remain the property of the Contractor and, except for the license expressly granted herein, the State shall acquire no right or interest in such property.
- D. The State shall have the right to use the Material and Data that result from the Work of this Agreement, as it deems appropriate, however the parties acknowledge that the Work is intended for internal use of the State and its contingents. The State may use the Materials or Data in conjunction with other works or works at its sole discretion.

22. Protection of Proprietary Software and Other Proprietary Data

- A. The State agrees that all Data and Materials appropriately marked or identified by Contractor in writing as proprietary, and furnished hereunder, are provided for the State's exclusive use by the Contractor, or any Subcontractor or agent 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.

23. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the Court and the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use by the State or the Court of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the State shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the State in procuring substitute Data or Materials. If, in the sole option of the State, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that the State has paid the Contractor less any reasonable amount for use or damage.
- C. The Contractor shall have no liability to the Court or the State under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:
 - i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by the State of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

- D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E. The foregoing states the entire liability of the Contractor to the Court and the State with respect to infringement of patents, copyrights, or trade secrets.

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 on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

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 avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

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

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 Master 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, Sections 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 and Section 508 of the Rehabilitation Act

By signing this Master 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. Further, all Work performed by the Contractor shall comply with Section 508 of the Rehabilitation Act, as amended by Congress in 1998 (see www.section508.gov).

33. Public Contract Code References

References to the Public Contract Code are provided for convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor’s obligations under the particular contract provision in which such code section is referenced.

34. California Law

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

35. 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(s) of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

36. Severability

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

37. 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.

38. Signature Authority

The parties signing this Master Agreement and any subsequent Work Authorization certify that they have proper authorization to do so.

39. 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.

40. Agreement Term(s) and Options to Renew

- A. 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.
- B. The Master Agreement shall remain in effect from *[TBD], 2009* through *[TBD], 2010* (“**Initial Term**”)*[Approximately One year TBD]*, unless otherwise set forth in writing, in accordance with the terms and conditions of the Master Agreement.
- C. The parties agree that the State may elect to extend the Master Agreement up to two (2) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Master Agreement:
 - i. *[TBD], 2010* through *[TBD], 2012* (“**First Option Term**”). *[two year period]*
 - ii. *[TBD], 2012* through *[TBD], 2014* (“**Second Option Term**”). *[two year period]*
- D. In the event the State elects to exercise an option to extend the Master Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State's Standard Agreement form.
- E. In the event any option Term is exercised under this Agreement, the rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit C, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

41. 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 officer of the State.

END OF EXHIBIT

**EXHIBIT C
PAYMENT PROVISIONS**

1. Compensation for Contract Work
 - A. For performing the Work of this Agreement as set forth in any Work Authorization, the State shall compensate the Contractor an amount not to exceed the Work Authorization Amount set forth in such Work Authorization.
 - B. Unless otherwise agreed upon by the parties, the rates set forth in Table 1, below, shall be used in a Work Authorization for one or more of the following purposes:
 - i. The basis for determining the fixed price(s) for particular Task(s), Milestone(s), or Deliverable(s), which the State shall pay the Contractor upon completion and Acceptance of such Work;
 - ii. The basis for compensation, which the State shall pay the Contractor for actual costs expended to provide the Work.

Table 1: Fixed Rates Per Deliverable

Item	Initial Term Rates	First Option Term Rates	Second Option Term Rates
Development of One Training Course	<i>[TBD]</i>	<i>NA</i>	<i>NA</i>
Delivery of One Training Course to a single location, which shall include: <ol style="list-style-type: none"> 1. All course scheduling efforts including development of itinerary plans and not to exceed travel costs 2. One training session of approximately 3 to 4 hours in duration 3. One hard copy or online access to training material (including any pre-course materials), tools, instructions on use of tools, per attendee of the training class 4. One hard copy or online access to qualified resources in the surrounding areas of the court per attendee. 5. Follow up telephone support, as needed. 	<i>[TBD]</i>	<i>[TBD]</i>	<i>[TBD]</i>

- C. The parties agree to amend the Agreement to replace the “TBD’s,” as set forth in Table 1, above, for each applicable option Term, with applicable rates, in accordance with Exhibit B, paragraph 40, Agreement Term(s) and Options to Renew.
- D. All rates must be set forth in the Agreement and shall be inclusive of any and all salary, associated benefits, overhead, profit, incidental materials, fees, and other costs necessary to perform the Work. Any Subcontractor rates must be set forth as fully burdened, inclusive of any mark-ups, as well.
- E. The Contractor shall not charge nor shall the State pay any overtime rate.
- F. 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.

2. Compensation for Allowable Expenses

Unless otherwise set forth in a Work Authorization as inclusive in fixed price(s) or lump sum amount, the State shall reimburse the Contractor as follows:

- A. Transportation, Meals, and Lodging Expenses
 - i. The State shall reimburse the Contractor for necessary transportation outside the regional business area where the office of the Contractor that his personnel are based, meals, lodging, and other travel-related expenses associated with the Work of individual Work Authorizations.
 - ii. The Contractor shall keep and maintain original invoices and receipts for these expenses, and provide copies of these for review if requested by the State’s Project Manager.
 - iii. The Contractor shall submit a written travel plan to the State’s Project Manager, including all not-to-exceed travel expenses, for review and approval, along with a Work Authorization, prior to incurring any reimbursable travel expenses.
 - iv. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred for coach class on a standard carrier.
 - v. The Contractor shall keep and maintain original invoices and receipts for these expenses, and provide them for review if requested by the State’s Project Manager.
 - vi. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, or **\$180.00** per day if the hotel stay is within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**;

lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed: i) \$110.00 per Day plus tax and/or energy surcharge when applicable outside the counties of Alameda, San Francisco, San Mateo, and Santa Clara, or ii) \$140.00 per Day, plus tax and energy surcharge when applicable within the counties of Alameda, San Francisco, San Mateo, and Santa Clara.

- vii. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor **at the standard IRS rate** per mile in effect at the time of incurring mileage expenses.
- viii. The total amount the State may pay the Contractor for allowable transportation, meals, and lodging expenses under any Work Authorization shall be included in the Work Authorization Amount that is set forth in the Work Authorization.

B. DVBE Participation

- i. As a result of Contractor's proposal submitted in response to the AOC's [RFP #HR-200903-RB](#), entitled "[Office Workstation Ergonomics Assessment Training](#)", the Contractor agrees to award a Tier 1 subcontract in the amount of [\[TBD\]](#)% of the Total Contract Amount, to the following company:

[\[TBD\]](#)

a Disabled Veteran's Business Enterprise, for [\[describe services TBD\]](#), in the performance of this Agreement, and subject to Exhibit B, Paragraph 12, Disabled Veteran Business Participation Review.

3. Other Expenses

The State shall not consider reimbursement for costs or expenses not defined as allowable in 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. Upon providing the Work, Task(s), Milestone(s), and/or Deliverable(s), as set forth in a Work Authorization, but no more often than once a month, the Contractor shall submit an invoice for Work completed. In the event of multiple Work Authorizations, the Contractor shall provide a separate invoice for each Work Authorization. After receipt of the 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. The Contractor shall submit detailed and precise billings. Invoices shall clearly indicate applicable fixed price(s), or actual costs and/or expenses, in accordance with the terms of the Master Agreement and the applicable Work Authorization, for the preceding month and shall include:
- i. The Contract number;
 - ii. The Work Authorization number;
 - iii. A unique invoice number;
 - iv. The Contractor's name and address;
 - v. The taxpayer identification (the Contractor's federal employee identification number);
 - vi. A description of the completed Work, Task(s), Milestone(s) performed, and/or Deliverable(s) provided, as appropriate;
 - vii. The DVBE dollars expended, if DVBE commitments were made;
 - viii. The identification of the Contractor's Key Personnel and other staff which provided the Work;
 - ix. The dates Work was actually provided, by Contractor's Key Personnel, or for other items, as applicable;
 - x. The applicable contractual charges, including the appropriate rate, fixed price, or expenses, if allowable under this Contract;
 - xi. The appropriate receipts for reimbursement of allowable expenses, if the Work Authorization provides for reimbursement of allowable expenses; and,
 - xii. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
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. Payment Does Not Waive Responsibility for Professional Work

The granting of any payment by the State as provided in any Work Authorization 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 the requirements of this Master Agreement shall be rejected and shall be replaced by the Contractor without delay.

7. Disallowance

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

END OF EXHIBIT

EXHIBIT D
WORK AUTHORIZATION ADMINISTRATION

1. Background

- A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

2. General Description of Work

- A. The Contractor will i) develop/modify a customized training course on basic office workstation ergonomics, which, when completed, the AOC will own, ii) on a per Work Authorization basis, deliver the training course in person to selected key individuals from JBEs within California using the existing office workstations and equipment at each location, and iii) on an as needed basis, provide telephone and/or e-mail follow up support to those key individuals that have received the training course. On-site follow up support may also be required.
- B. The training course is to include a toolbox of written guidelines, checklists and contact information of vendors (preferably local to the area serviced) of ergonomic supplies/equipment.
- C. The State makes no representations about the amount of Work that may be given to the Contractor hereunder. Work to be performed for any specific Project / course will be determined, as needed, and authorized via a bilaterally executed Work Authorization, under direction from the State's Project Manager, or a designee identified in each Work Authorization.
- D. The examples set forth below are provided to demonstrate the type of Work the State anticipates it will need the Contractor to provide, if authorized in a Work Authorization. The State anticipates the Work may include but may not be limited to the following types services:
- i. Delivery of the AOC-approved Ergonomic Assessment Training Course

3. Contractor's Responsibilities

- A. If assigned Work under this Agreement via any Work Authorization, the **Contractor's Project Manager** will have the following responsibilities under this Agreement:
- i. Serve as overall manager for Project assignments and give direction to staff and sub-consultants assigned to the Project.
 - ii. Work with State's Project Manager to develop and implement Project schedules.
 - iii. Manage resolution of any contractual and compensation issues.
 - iv. Manage the Work to ensure successful completion of Deliverables.
 - v. Proactively anticipate Project deviations and be responsible for taking immediate corrective action.
 - vi. Proactively assist with resolution of any State dissatisfaction with any aspect of the Work.
 - vii. Coordinate quality control measures of all Work.
 - viii. Coordinate the post course training evaluation
- B. If assigned Work under this Agreement via any Work Authorization, the **Contractor's Training Course Developer** will have the following responsibilities under this Agreement:
- i. Provide high-level instructional design.
 - ii. Develop specific learning objectives and evaluative items.
 - iii. Re-purpose existing content for web delivery.
 - iv. Specify any necessary graphics, movies, audio, and interactivity to meet instructional requirements.
 - v. Provide script content.
 - vi. Provide storyboard content.
 - vii. Design online activities.
 - viii. Work with designated AOC personnel to develop course materials.

4. State Responsibilities

- A. The **State's Project Manager** will have the following responsibilities under this Contract:
- i. Assign and coordinate of AOC resources in support of the Work;
 - ii. Provide on-going status reports to AOC management and escalate issues for resolution to AOC management; and
 - iii. Review and approval of Contractor's reports, Deliverables, and invoices for services.

5. Work Authorization Process

- A. The State will request a proposal from the Contractor to obtain not-to-exceed Work Authorization Amounts prior to Contractors delivery of any course (part 1 of the

Work Authorization Form). Such a request will include the JBE, contact names and phone numbers, and estimated delivery dates.

- B. The Contractor will then prepare a proposal (part 2 of the Work Authorization Form) that includes an applicable scope of Work, and a schedule for completion of the Work, including a detailed daily travel itinerary with not-to-exceed amounts for applicable Deliverables, and Tasks as well as identifying Key Personnel, other staff, Subcontractors, and/or other items to provide for the proposed Work. The Contractor shall submit the proposal to the State's Project Manager within ten (10) business days of receiving the Work request. The proposal shall be binding for sixty (60) Days after receipt by the State's Project Manager.
- C. The State will review the proposals (Work Authorization) and either approve, request modifications, or reject the Work Authorization.
- D. If awarded a Work Authorization, final approval of the Work will be in the form of an executed Work Authorization in the form of the Work Authorization Form attached hereto as Attachment 2 to Exhibit F.

6. Work Authorization Amount

- A. The parties shall use the appropriate rates for items from Exhibit C, Payment Provisions, including the Key Personnel, other staff, Subcontractors, and/or other items and associated rates and/or other costs proposed to determine appropriate fixed price(s), a lump sum amount, or cost reimbursement, and the appropriate pricing structure shall be incorporated into the Work Authorization.
- B. In no event will the State pay more than the Work Authorization Amount set forth in the authorized Work Authorization unless the Work Authorization is amended.

7. Authorized Work Authorization

- A. All Work performed under this Agreement will be authorized only by a fully executed Work Authorization.
- B. A Work Authorization may include additional requirements as the specific Work may require and as the parties may agree.
- C. Once a Work Authorization is agreed upon, the State will provide multiple originals of the Work Authorization to the Contractor for signature. The Contractor will indicate acceptance of the Work Authorization by its signature on each of the Work Authorization forms and return the originals to the State within two (2) business days.
- D. If there is a need to revise the approved scope of Work, schedule, or price, the parties may agree to amend the Work Authorization or execute a new Work Authorization, executed in accordance with the terms and conditions of this

Agreement. No Work Authorization shall amend the terms and conditions of the Master Agreement.

- E. Any commencement of performance of Work prior to the Contractor's receipt of the authorized Work Authorization shall be done so at the Contractor's own risk.
- F. All Work Authorizations are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Authorization and the Master Agreement, the Master Agreement shall prevail.

END OF EXHIBIT

EXHIBIT E
CONTRACTOR'S KEY PERSONNEL

1. The following individuals shall be the Contractor's Key Personnel designated to perform and manage the Work of this Agreement:

Name of Contractor's Key Personnel	Title	Role
[TBD]	[TBD]	[TBD]

2. On the following [TBD] pages, the resumes of the Contractor's Key Personnel are attached and incorporated into this Exhibit.

END OF EXHIBIT

EXHIBIT F
ATTACHMENTS

This Exhibit includes the following forms:

- 1) Attachment 1, Acceptance and Signoff Form
- 2) Attachment 2, Work Authorization Form

END OF EXHIBIT

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE AND 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 FORM

**EXHIBIT E
ATTACHMENT 1**

WORK AUTHORIZATION FORM

PART 1: REQUEST FOR SERVICES

(To be completed by the AOC)

To request a quote for Work under Agreement # [TBD], complete Part 1 of this form, then mail, fax or e-mail a copy of the entire Work Authorization Request Form to the Contractor named below.

[TBD]

1. Date of Request:
2. AOC Reference Number:
3. Ergonomic Training Services Requested for:

[List courts, contact names, telephone numbers, requested dates]

4. Requested by: *[Enter persons name requesting services]*

PART 2: CONTRACTOR’S PROPOSAL

(To be completed by the Contractor)

To submit a not-to-exceed quote for Work under Agreement #[TBD], complete this Part 2 and mail, fax or e-mail a copy of the entire Work Authorization Request Form to the AOC person named in Section 4 of Part 1.

5. Contractor’s Reference: [Enter the Contractor’s reference number/data for this Proposal]
6. Contractor submits the following not-to-exceed costs based on the specifications for the Work in Part 1 of this Work Authorization Request Form and in accordance with the rates and terms and conditions of Contract # [TBD], between the Contractor and the AOC:

Line 1	Travel Expenses	Provide a not-to-exceed amount and attach a detailed daily travel itinerary with all applicable travel costs based on the travel reimbursement rates in the Master Agreement.
Line 2	Delivery of Training Course	Provide the cost of delivery of the Training Course based on the rates specified in the Master Agreement multiplied by the number of Training Courses to be delivered.
Line 3	Not-To-Exceed Amount for this Work Authorization	Total Travel Expenses (Line 1) + Delivery of Training Courses (Line 2) = Not To Exceed Amount for this Work Authorization

7. Contractor’s Key Personnel assigned to this Work Authorization:

*[Name of individual assigned to deliver the Training Course
in this Work Authorization]*

8. Authorized by: *[Enter persons name approving this proposal below]*

PART 3: AOC's ACCEPTANCE OF CONTRACTORS PROPOSAL
(To be completed by the AOC)

Complete this Part 3 and return all 3 parts to the Contractor named in Section 1 of this Work Authorization AND e-mail a copy to the Business Services Contracts Mailbox at

contracts@jud.ca.gov

9. AOC's Acceptance of Contractor's Proposal: [Check only one appropriate box]

	The AOC Accepts the Contractor's Proposal As Is
	The AOC Accepts the Contractor's Proposal With The Following Modifications: <i>[Enter Modifications]</i> CONTRACTOR'S COMMENCEMENT OF WORK SHALL DEEM CONTRACTOR'S ACCEPTANCE OF AOC'S MODIFICATIONS.
	The AOC Rejects the Contractor's Proposal in its entirety.

10. This Work Authorization is issued to the Contractor named below under the terms and conditions of Master Agreement # [TBD] and shall expire i) upon the expiration of Contract # TBD between the Contractor and the AOC; or ii) upon the Delivery and Acceptance of the Work, whichever is earliest.

Contractor Name: **TBD.**

11. Not to exceed amount of this Work Authorization: *[Enter Total Amount Authorized for this Work Authorization below]:*

\$ **TBD.00**

12. Authorized by: *[Enter applicable persons name approving this Work Authorization below]:*

To Be Determined

**Administrative Office of the Courts
455 Golden Gate Ave., ___ th Floor
San Francisco, CA 94102**

END OF FORM

END OF RFP ATTACHMENT B