ATTACHMENT 2

JCC Standard terms and conditions

|  |
| --- |
| **STANDARD AGREEMENT** rev Dec. 2023 |
|  |  | AGREEMENT NUMBER |
|  |  | **[Agreement number]** |

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

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

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

4. The purpose or title of this Agreement is: **AB 1032: Workforce Study on Court Interpreters,** pursuant to RFP No. CFCC-2024-01-TK.

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

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

 Appendix A – Services

 Appendix B – Payment Provisions

 Appendix C – General Provisions

 Appendix D – Defined Terms

 Appendix E – Unruh Civil Rights Act and FEHA Certification

|  |  |
| --- | --- |
| **JBE’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
|  |  |
|  **Judicial Council of California** | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* **[Contractor name]**  |
|  | **Sample Only – Do Not Sign** |
|  BY *(Authorized Signature)*✍ |  BY *(Authorized Signature)*✍ |
|  |  |
|  PRINTED NAME AND TITLE OF PERSON SIGNING **[Name and title]** |  PRINTED NAME AND TITLE OF PERSON SIGNING**[Name and title]**   |
|  DATE EXECUTED**[Date]** |  DATE EXECUTED**[Date]** |
|  |  |
|  ADDRESSAttn: Branch Accounting and Procurement | Administrative Division455 Golden Gate Avenue, 6th FloorSan Francisco, CA 94102-3688 |  ADDRESS**[Address]** |

APPENDIX A

Services

1. Background and Purpose.

The Judicial Council of California (“Judicial Council”) is the policymaking body of the California court system, which includes 58 superior courts, the courts of appeal, and the Supreme Court. Under the authority of the state’s Constitution and with the leadership of the Chief Justice of the California Supreme Court, the Judicial Council is responsible for ensuring the fair, impartial, and consistent administration of justice. The Judicial Council promulgates rules and procedures for court administration, develops and implements policies for the judicial branch, and makes recommendations annually to the Governor and the Legislature. Judicial Council staff assist the Judicial Council with implementing policies and supporting court operations.

Within the Judicial Council’s Center for Families, Children, and the Courts, the Language Access Services Program (LASP) works to develop policies and provide services to ensure equal access to justice for court users who are limited English proficient or deaf/hard of hearing. LASP is comprised of the Court Interpreters Program (CIP) unit and the Language Access Implementation (LAI) unit. CIP works on court interpreter issues, and LAI works on making the courts more language accessible via resources such as signage, technology, and translated forms and web content.

The Court Interpreters Advisory Panel (CIAP) is a standing advisory committee to the Judicial Council. It is charged with making recommendations to the council on the certification, registration, renewal of certification and registration, testing, recruitment, training, continuing education, and professional conduct of interpreters. It also makes recommendations concerning interpreter use and the need for interpreters in court proceedings. CIP provides staff support to CIAP and assists its members with developing policy recommendations. CIP also oversees the credentialing process and development of educational resources for almost 2,000 California certified and registered court interpreters.

In addition, CIP and CIAP are responsible for interpreter recruitment efforts and administration of interpreter credentialing exams. Under Gov. Code § 68563, the Judicial Council conducts a study of language need and interpreter use in the California superior courts every five (5) years and reports these findings to the Governor and the Legislature (see [2020 Language Need and Interpreter Use Study)](https://www.courts.ca.gov/documents/2020-Language-Need-and-Interpreter-Use-Study-Report-to-the-Legislature.pdf). This study is used to inform the policy recommendations of CIAP and the development of services and resources by CIP*.*

LASP maintains extensive online public resources for people interested in becoming a court interpreter, including examination information, training resources, and a jobs board. See <https://languageaccess.courts.ca.gov/>.

[Assembly Bill (AB) 1032](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1032) (Stats. 2023, Ch. 556) was approved by the Governor in October 2023. The legislation amended the Trial Court Interpreter Employment and Labor Relations Act, California Government Code sections [71800-71829](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?chapter=7.5.&lawCode=GOV&title=8.). These amendments will take effect on January 1, 2025.

The Trial Court Interpreter Employment and Labor Relations Act (hereafter the “Interpreter Act”) establishes procedures governing the employment and compensation of certified, registered, and provisionally qualified trial court interpreters and court interpreters pro tempore (intermittent temporary court employees) employed by the courts.

The amendments and additions to Government Code enacted by AB 1032 include the following:

(1) inserts new definitions to clarify confusing language in the previously published statute;

(2) clarifies that a certified or registered independent contractor interpreter may be appointed by the court when paid directly by the parties;

(3) imposes time limits on the use of provisionally qualified interpreters, which may be extended subject to judicial discretion;

(4) provides discretion to individual courts to offer local retention bonuses or other one-time stipends to interpreter employees just like other local court employees;

(5) clarifies the role of the regional committee in bargaining hourly rates of pay;

(6) delays implementation of most provisions until January 1, 2025, to give courts adequate time to prepare and for the Judicial Council to revise rules and forms; and

(7) requires the Judicial Council to conduct a workforce study by January 1, 2026, that provides recommendations to the Legislature regarding court interpreter availability and the future court interpreter workforce.

The workforce study is mandated in new Government Code section 71900, which states:

(a) On or before January 1, 2026, the Judicial Council shall conduct a court interpreter workforce study and provide recommendations to the Legislature regarding court interpreter availability and the future court interpreter workforce.

(b) The Judicial Council shall work in collaboration with key stakeholder groups, including exclusively recognized employee organizations representing court interpreters and trade associations representing independent court interpreters.

(c) The report to be submitted pursuant to this section shall be submitted in compliance with Government Code section 9795.

1. Services.
	1. **Description of Services.** Contractor shall perform the following services (“Services”):
		1. The Contractor shall conduct a workforce study on court interpreters to assist the Language Access Services Program with meeting the requirements of Government Code section 71900.
		2. The Contractor shall meet with Judicial Council staff, create a work plan, inventory existing data resources and draft data collection instruments, identify participants, conduct research, and submit reports detailing the workforce study findings. The Contractor shall provide recommendations based on study findings, be available to the Judicial Council to consult as needed and respond to any questions regarding methodology and study findings that may arise during the public comment or review by the Judicial Council.
		3. General Scope of Services Requirements
			1. The workforce study should include detailed data and analysis of that data on:
2. the current state of the interpreter workforce;
3. their availability to provide services in the courts; and
4. projections and recommendations regarding the future court interpreter workforce.
	* + 1. The Contractor shall utilize existing court interpreter data assets to identify areas in which additional data collection may be necessary, propose methods to obtain additional data to meet study requirements, and conduct interviews and focus groups. The Contractor will need to obtain their own license for a secure data collection platform and provide a copy of all data collected to the Judicial Council. The data collection is expected to begin as early as November 2024 and must be completed no later than July 31, 2025. The Contractor is expected to analyze the data and provide a draft report to the Judicial Council by August 29, 2025. A finalized, edited version of the report is due to the Judicial Council no later than September 30, 2025. Throughout the contract period, the Contractor is expected to meet with the Judicial Council Program Manager approximately on a monthly basis and provide a summary of project progress status on all aspects of the study, including but not limited to research proposals, data collection including surveys, summaries and findings of data analyzed, and interviews and focus groups.
			2. All research plans must be approved by the Judicial Council Program Manager prior to performing work.
			3. All written reports should adhere to the latest version of the Judicial Council Style Guide and any other related report guidelines, templates, etc. as directed by the Judicial Council Program Manager when submitting written work. All written work must be transmitted in a hardcopy format, as required by the Judicial Council, and electronically in an editable Microsoft Word format. Any proposed survey should be submitted to the Judicial Council in survey format for review and approval. All charts, tables, and graphics must be submitted in an editable format as well. The Contractor must submit an annotated bibliography and hard copies of all source materials used with each deliverable (and include an electronic link to an online source if available).
			4. The Contractor will work in collaboration with the Judicial Council and key stakeholder groups to perform the interpreter workforce study. These groups will provide guidance for sources of quantitative and qualitative data and input for the study. The groups include, but are not limited to Judicial Council staff, court staff, current certified court and registered interpreters (both court employees and independent contractors), provisionally qualified interpreters, exclusively recognized employee organizations representing court interpreters and trade associations representing independent court interpreters, educational institutions that provide interpreter training, aspiring court interpreters, and others as appropriate and as determined by the Judicial Council working closely with the Contractor.
			5. The court interpreter workforce study should be comprehensive and be based on an adequate sample of data to be collected by the Contractor. The Contractor shall submit a proposed sample size estimate to ensure the study sample yields sufficient data for the analysis. It should provide both qualitative and quantitative analyses of data collected. Research and findings should be based on a thorough review of available reports, data from the Judicial Council and from other external sources, and findings from interviews and focus groups.
			6. Interviews and focus groups should involve a representative sample of key stakeholders such as, but not limited to, court staff, court interpreters, justice partners and other stakeholders identified in conjunction with Judicial Council staff. Surveys of stakeholders may be appropriate and will be considered in conjunction with Judicial Council staff.

The interviews and focus group discussion will elicit feedback on interpreter funding and compensation issues, education and recruitment efforts, projected workforce needs and challenges, and opportunities for the judicial branch to expand the interpreter workforce. The Contractor will develop a list of discussion questions for each focus group in consultation with the Judicial Council Program Manager, and submit a written report on focus group themes, factors affecting the court interpreter workforce, and other notable themes to be included in the final report to the Judicial Council. Focus groups and interviews may be conducted via videoconference or in person if permitted by the stakeholder.

The report should contain, but is not limited to, the following types of information over the past three (3) fiscal years (if available). Information may be found within Judicial Council-owned databases or will require additional data sourcing. An asterisk (\*) below indicates that the Judicial Council has full or partial data on the topic:

1. Workforce information, including:
2. Number of court interpreters \*
3. Number of court interpreters by language and region \*
4. Number of court employees v. contractors \*
5. Number of court employees by employment status (full-time, part-time, intermittent part-time)
6. Number of court employee vacancies \*
7. Number of provisionally qualified interpreters \*
8. Number of provisionally qualified interpreters by language and region \*
9. Workforce efficiency (e.g., how well existing workforce is utilized)
10. Other areas of inquiry to be determined
11. Demographic information, including:
12. Age range of current workforce \*
13. Years of service \*
14. Education background
15. Anticipated number of persons expected to retire in the next five (5) years
16. Other demographic information to be determined
17. Funding and compensation, including:
18. Salary range for court employees \*
19. Salary comparison with federal, medical, and other states
20. Standard rates for contractors, and average rates of pay \*
21. Standard rates for contractors as compared to federal, medical, and other states
22. Other areas of inquiry to be determined
23. Education and recruitment efforts, including:
24. Summary of Judicial Council and court training efforts
25. Landscape review of external training programs in California
26. Recruitment strategies used by courts and the Judicial Council
27. Other areas of inquiry to be determined
28. Challenges, including:
29. Potential impacts of AB 1032 on the interpreter workforce/availability
30. Contractor resistance to accept court employment jobs
31. Geographic and local differences impacting interpreter availability
32. Aging and retiring workforce
33. Barriers to entry regarding training and exam passage
34. Other areas of inquiry to be determined
35. Projected need for interpreters, including:
36. Languages most needed, including indigenous language interpreters
37. Projected numbers of interpreters needed per language/case type
38. Other areas of inquiry to be determined
39. Opportunities and recommendations for improvement, including:
40. Testing strategies to support increased passage rates
41. Recruitment strategies, including employee incentives
42. Education sponsorship and guaranteed employment programs
43. Individual court programs to expand the interpreter pool
44. Planning for growth of Court Interpreters Program funding
45. Use of technology including remote interpreting
46. Pipeline development
47. Developing programs for indigenous interpreter training
48. Other opportunities and recommendations to be determined
	* + 1. Collaborate with the Judicial Council Program Manager and other Judicial Council staff, as appropriate, to develop draft statewide performance recommendations based on the findings from the quantitative analysis and focus group(s).
			2. The Contractor must meet with Judicial Council staff and thereafter develop a written work plan with timelines, tasks, resources, and planned scope of the study, including areas of inquiry. The work plan must be provided to the Judicial Council for review and approval. The work plan should cover planned research methods, including review of existing data sources, sample size estimates, interviews, surveys and focus groups with California court staff and other stakeholders, and timelines for finishing the project’s deliverables. The work plan should include a detailed description of how the Contractor will manage all aspects of the project from beginning to end to timely complete the study.
			3. The Contractor must develop a report outline and draft a preliminary report of findings and suggested recommendations with an executive summary to the Judicial Council for review and feedback. The Contractor must also provide a final report with an executive summary and study findings, including graphic representation of data and analysis.
			4. In addition to the preliminary and final study reports, the Contractor must provide regular updates to the Judicial Council on the progress of their work on a schedule to be mutually agreed upon at the beginning of the project.
			5. The Contractor must present preliminary study findings and recommendations to the Court Interpreters Advisory Panel prior to finalization of the study. Due to internal Judicial Council deadlines, including council approval of the study before submission, the final study must be completed by September 30, 2025.
			6. Approximately monthly, meet and collaborate with the Judicial Council Program Manager and other Judicial Council staff to provide an update and summary on data collection, summary of findings, and report progress in deliverables 3-7. Provide the Judicial Council Program Manager with an initial draft report of all the findings of the research estimated to be no later than August 29, 2025, and a revised final report by no later than September 30, 2025.
			7. Participate in videoconference or teleconference meetings with the Judicial Council Program Manager and other Judicial Council staff, as appropriate, to review the development of research design, data analysis procedures and research methodology, and written reports and be responsive to emails and phone calls from the Judicial Council Program Manager on an ongoing basis during the Agreement term.
			8. The Contractor must have expertise in the following areas:
49. Performing workforce studies for government agencies or other types of similar organizations.
50. Research methodologies, data collection, and data analysis.
51. Methods and tools for keeping data confidential and secure.
52. Research on national court trends, including research with courts and court stakeholders, and development of reports and recommendations for judicial branch audiences.
53. Credentialing and certification of court interpreters, including American Sign Language (ASL), as well as familiarity with the Trial Court Interpreter Employment and Labor Relations Act, Government Code sections 71800- 71829, and the amendments that will go into effect on January 1, 2025, based on changes to AB 1032.
54. Interpreting in the California superior courts, including the knowledge, skills, and abilities (KSAs) essential for both spoken language and ASL court interpreting, court interpreter ethics, and continuing education requirements.
55. The California court system, court proceedings and legal terminology, and the role of the court interpreter.
56. Court interpreter education, including state-of-the-art training methods and necessary areas of continued skills development and enrichment for court interpreters.
57. Research, analysis, report writing, and providing presentations with PowerPoint for judicial branch audiences.
	1. **Description of Deliverables.** Contractor shall deliver to the JBE the following work products (“Deliverables”):

| **Deliverables** | **Estimated****Due Date** |
| --- | --- |
| **Deliverable No. 1 – Meeting with Judicial Council Program Manager and Staff**Review the AB 1032 statute and study requirements. First videoconference or teleconference meeting with Judicial Council staff.  | November 19, 2024 |
| **Deliverable No. 2 - Draft Work Plan**After meeting with Judicial Council staff virtually, the Contractor will develop and submit a draft written work plan and timeline for all deliverables under this contract. The work plan should cover research strategy and methods, California court stakeholders to interview, any data needed from the Judicial Council, and timelines for finishing the project’s deliverables. The work plan should include contingencies for not being able to gather data from a statistically significant sample. Research methods may include online research, stakeholder interviews (with California courts and court personnel and/or independent contractors), focus groups, and/or surveys. In the work plan, the Contractor should address how they will analyze the information gathered if it is primarily received through interviews, surveys or focus groups. | December 2, 2024 |
| **Deliverable No. 3 – Revise (Finalize) Work Plan and Prepare Study Outline**The Contractor will revise the draft work plan based on Judicial Council staff feedback and submit a final written work plan to the Judicial Council. The Contractor will also draft and submit a detailed outline for the study for Judicial Council review, input and approval. | December 30, 2024 |
| **Deliverable No. 4 – Inventory Existing Data Resources and Draft Data Collection Instruments**The Contractor will inventory existing data resources and create (as required) any data collection instruments to be used to capture gaps in data in order to conduct the workforce study. These may include surveys, focus group questions, and email questionnaires. It should also include any draft communications that will be sent to individuals as part of the data collection effort for the study.  | February 3, 2025 |
| **Deliverable No. 5 - Revise (Finalize) Data Collection Instruments**The Contractor will revise the draft data collection instruments based on Judicial Council staff feedback and submit final drafts to the Judicial Council.  | March 3, 2025 |
| **Deliverable No. 6– Identify Participants & Conduct Research**On a monthly basis, meet and collaborate with the Judicial Council Program Manager and other Judicial Council staff to provide an update on data collection. The Contractor will provide regular updates on the progress of their research to the Judicial Council during virtual project meetings. Provide written monthly summaries on the progress of data collection including aggregate findings, draft analyses, and discussion of results for the agreed upon analyses. Submit a detailed written plan for organizing, collecting, and analyzing data on focus group interviews to the Judicial Council Program Manager as follows:1. First check-in: The Contractor will work with the Judicial Council to identify key stakeholders, including individuals that will be interviewed or will participate in a focus group or will be surveyed. Submit a detailed written final plan describing focus group timeline, recruitment, questions, and sampling strategy to ensure statewide representativeness, organization, facilitation, transcription, audio recording, and written report development. **(April 1, 2025)**
2. Second check-in: The Contractor will provide a list of research participants to the Judicial Council and maintain a schedule for the research phase of the project. Participants for input must include representatives from the court interpreter employee union and trade associations representing independent contractors. **(May 1, 2025)**
3. Third check-in: The Contractor will begin to conduct research as described in the final work plan. **(no later than May 31, 2025)**
4. Fourth check-in: The Contractor will provide a written summary of data collection, draft analyses, and draft plan for identifying the focus groups and the handling of focus group interview data. **(June 30, 2025)**
5. Final check-in: The Contractor will provide aggregate findings, draft analyses, and discussion of quantitative and qualitative results of the data. **(July 31, 2025)**
 | July 31, 2025 |
| **Deliverable No. 7 – Submit and Present on Preliminary Study Report**Upon completion of research, the Contractor will submit a written draft report in Microsoft Word format of findings, results and suggested recommendations developed in conjunction with the Judicial Council Program Manager and Judicial Council Staff, as well as any research limitations or challenges encountered while conducting the study. The final draft report shall include the written reports from Deliverables 1-6 (as identified above) and analysis of data elements identified in Section 2.6 in addition to the policy recommendations.The Contractor will virtually present study findings and recommendations to the Court Interpreters Advisory Panel. Prior to the presentation, the Contractor will prepare and deliver to the Judicial Council a PowerPoint presentation and any other additional meeting materials for the committee.  | August 29, 2025 |
| **Deliverable No. 8 – Submit Final Study Report and Recommendations**Based on feedback from the Judicial Council, the Contractor will revise the study presented and submit the final version to the Judicial Council. This final report shall include an introduction describing the background of the study, in addition to a conclusion that also addresses any research limitations or challenges encountered while conducting the study.The Contractor will also prepare and submit a brief final written report with any recommended areas for additional research or resource development to help the Judicial Council grow the future interpreter workforce to meet the projected demands for the California courts based on discussions with the Judicial Council.  | September 30, 2025 |
| **Deliverable No. 9 – Telephone and Email Contact with Judicial Council Program Manager**Consult with the Judicial Council Program Manager, Judicial Council staff, or designee via telephone approximately on a monthly basis and be responsive to emails and phone calls from the Judicial Council Program Manager on an as-needed basis. Schedule, including day and time, to be arranged.On an on-going basis through December 31, 2025, the Contractor shall be available to respond to any questions regarding methodology and study findings that may arise during the public comment or review by the Judicial Council. | December 31, 2025 |

* 1. **Acceptance Criteria.**  The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
* **Timeliness**: The Services were completed and the Deliverables were delivered on time.
* **Completeness**: The Services and Deliverables contained the materials and features required in the Agreement.
* **Technical accuracy**: The Services and Deliverables are accurate as measured against commonly accepted standards (for example, a statistical formula, an industry standard, or de facto marketplace standard).
	1. **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline outlined in **Section 2.2, Description of Deliverables**, above.
	2. **Project Managers.** The JBE’s project manager is: **[Insert name]**. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **[Insert name]**. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.
	3. **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JBE’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.
	4. **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
	5. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
	6. **Stop Work Orders.**
		1. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
		2. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.

* + 1. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
1. Acceptance or Rejection. All Goods, Services, and Deliverables are subject to acceptance by the JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE’s rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1**

Acceptance AND Signoff Form

Description of Services or Deliverables provided by Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Date submitted to the JBE:\_\_\_\_\_\_\_\_\_\_\_\_\_

The Services or Deliverables are:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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Please note level of satisfaction:

 [ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] The Services or Deliverables listed above are accepted.

[ ] The Services or Deliverables listed above are rejected.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Date:\_\_\_\_\_\_\_\_\_\_\_\_

END OF ATTACHMENT

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
	1. **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

| **Deliverables** | **Firm Fixed****Amount ($)** |
| --- | --- |
| **Deliverable No. 1 – Meeting with Judicial Council Program Manager and Staff**Review the AB 1032 statute and study requirements. First videoconference or teleconference meeting with Judicial Council staff.  | *TBD* |
| **Deliverable No. 2 – Draft Work Plan**After meeting with Judicial Council staff virtually, the Contractor will develop and submit a draft written work plan and timeline for all deliverables under this contract. The work plan should cover research strategy and methods, California court stakeholders to interview, any data needed from the Judicial Council, and timelines for finishing the project’s deliverables. The work plan should include contingencies for not being able to gather data from a statistically significant sample. Research methods may include online research, stakeholder interviews (with California courts and court personnel and/or independent contractors), focus groups, and/or surveys. In the work plan, the Contractor should address how they will analyze the information gathered if it is primarily received through interviews, surveys or focus groups. | *TBD* |
| **Deliverable No. 3 – Revise (Finalize) Work Plan and Prepare Study Outline**The Contractor will revise the draft work plan based on Judicial Council staff feedback and submit a final written work plan to the Judicial Council. The Contractor will also draft and submit a detailed outline for the study for Judicial Council review, input and approval. | *TBD* |
| **Deliverable No. 4 – Inventory Existing Data Resources and Draft Data Collection Instruments**The Contractor will inventory existing data resources and create (as required) any data collection instruments to be used to capture gaps in data in order to conduct the workforce study. These may include surveys, focus group questions, and email questionnaires. It should also include any draft communications that will be sent to individuals as part of the data collection effort for the study.  | *TBD* |
| **Deliverable No. 5 – Revise (Finalize) Data Collection Instruments**The Contractor will revise the draft data collection instruments based on Judicial Council staff feedback and submit final drafts to the Judicial Council.  | *TBD* |
| **Deliverable No. 6– Identify Participants & Conduct Research**On a monthly basis, meet and collaborate with the Judicial Council Program Manager and other Judicial Council staff to provide an update on data collection. The Contractor will provide regular updates on the progress of their research to the Judicial Council during virtual project meetings. Provide written monthly summaries on the progress of data collection including aggregate findings, draft analyses, and discussion of results for the agreed upon analyses. Submit a detailed written plan for organizing, collecting, and analyzing data on focus group interviews to the Judicial Council Program Manager as follows:1. First check-in: The Contractor will work with the Judicial Council to identify key stakeholders, including individuals that will be interviewed or will participate in a focus group or will be surveyed. Submit a detailed written final plan describing focus group timeline, recruitment, questions, and sampling strategy to ensure statewide representativeness, organization, facilitation, transcription, audio recording, and written report development. **(April 1, 2025)**
2. Second check-in: The Contractor will provide a list of research participants to the Judicial Council and maintain a schedule for the research phase of the project. Participants for input must include representatives from the court interpreter employee union and trade associations representing independent contractors. **(May 1, 2025)**
3. Third check-in: The Contractor will begin to conduct research as described in the final work plan. **(no later than May 31, 2025)**
4. Fourth check-in: The Contractor will provide a written summary of data collection, draft analyses, and draft plan for identifying the focus groups and the handling of focus group interview data. **(June 30, 2025)**
5. Final check-in: The Contractor will provide aggregate findings, draft analyses, and discussion of quantitative and qualitative results of the data. **(July 31, 2025)**
 | *TBD* |
| **Deliverable No. 7 – Submit and Present on Preliminary Study Report**Upon completion of research, the Contractor will submit a written draft report in Microsoft Word format of findings, results and suggested recommendations developed in conjunction with the Judicial Council Program Manager and Judicial Council Staff, as well as any research limitations or challenges encountered while conducting the study. The final draft report shall include the written reports from Deliverables 1-6 (as identified above) and analysis of data elements identified in Section 2.6 in addition to the policy recommendations.The Contractor will virtually present study findings and recommendations to the Court Interpreters Advisory Panel. Prior to the presentation, the Contractor will prepare and deliver to the Judicial Council a PowerPoint presentation and any other additional meeting materials for the committee.  | *TBD* |
| **Deliverable No. 8 – Submit Final Study Report and Recommendations**Based on feedback from the Judicial Council, the Contractor will revise the study presented and submit the final version to the Judicial Council. This final report shall include an introduction describing the background of the study, in addition to a conclusion that also addresses any research limitations or challenges encountered while conducting the study.The Contractor will also prepare and submit a brief final written report with any recommended areas for additional research or resource development to help the Judicial Council grow the future interpreter workforce to meet the projected demands for the California courts based on discussions with the Judicial Council.  | *TBD* |
| **Deliverable No. 9 – Telephone and Email Contact with Judicial Council Program Manager**Consult with the Judicial Council Program Manager, Judicial Council staff, or designee via telephone approximately on a monthly basis and be responsive to emails and phone calls from the Judicial Council Program Manager on an as-needed basis. Schedule, including day and time, to be arranged.On an on-going basis through December 31, 2025, the Contractor shall be available to respond to any questions regarding methodology and study findings that may arise during the public comment or review by the Judicial Council. | *TBD* |

* 1. **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.
	2. **No Advance Payment.** The JBE will not make any advance payment for Services.
1. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBE.
	1. **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
* *Not applicable*
1. **Invoicing and Payment**
	1. **Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor’s invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
	2. **Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. The Judicial Council’s standard payment term is **Net 60**.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement.

* 1. **No Implied Acceptance.** Payment does not imply acceptance of Contractor’s invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
1. **Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

###

APPENDIX C

General Provisions

1. **Provisions Applicable to Services**
	1. **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor’s duties. If the JBE is dissatisfied with any of Contractor’s personnel, for any or no reason, Contractor shall replace them with qualified personnel.
	2. **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
	3. **Background Checks.**  Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.
2. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
	1. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement.
	2. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
	3. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
	4. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
	5. **No Interference with Other Contracts.** To the best of Contractor’s knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor’s other contracts.
	6. **No Litigation.**No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor’s ability to perform the Services.
	7. **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services.
	8. **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
	9. **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
	10. **Noninfringement.** The Goods, Services, Deliverables, and Contractor’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
	11. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.).Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
	12. **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
3. **Insurance.**
	1. **General Requirements.**
		* 1. By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
			2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.
			3. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.
			4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

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

* + - 1. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
			2. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.
			3. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
			4. Failure to provide the documentation as required prior to the commencement of Contractor’s performance under this Agreement shall not constitute or be construed as a waiver of the obligation to provide such documentation.
			5. The Certificates of Insurance must be addressed and mailed to:

[*TBD*]

* + - 1. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.
			2. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
			3. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage arising from Contractor’s performance of this Agreement, and for any liability arising out of or in connection with Contractor’s performance of this Agreement or arising out of or in connection with Contractor’s breach of this Agreement. This provision does not apply to professional liability insurance policies.
			4. Contractor shall provide the JBE with written notice within **TEN** **(10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE’s Project Manager.
			5. JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **ten (10)** business days following the request by JBE.
			6. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, and the JBE.
	1. **Individual Policy Requirements**
		+ 1. Commercial General Liability

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

* + - 1. Commercial Automobile Liability

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

* + - 1. Workers’ Compensation & Employers’ Liability Insurance

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

* + - 1. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render performance required under the terms of this Agreement. The policy shall provide limits of not less than one million dollars ($1,000,000) per claim or per occurrence and two million dollars ($2,000,000) annual aggregate. If the policy is written on a “claims made” form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contractor’s completion of the performance of this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date Contractor commences performance of this Agreement.

* + - 1. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars ($2,000,000) per occurrence or claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security

breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

* + - 1. Technology Professional Liability Errors & Omissions

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

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

* 1. **Umbrella Policies**

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

1. **Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE’s prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
2. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the JBE may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor’s signature.
3. **Tax Delinquency.** Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
4. **Termination**
	1. **Termination for Convenience.** The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
	2. **Termination for Cause.** The JBE may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
	3. **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
	4. **Termination for Changes in Budget or Law.** The JBE’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JBE may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
	5. **Rights and Remedies of the JBE.**
		1. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
		2. *Replacement.*  If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
		3. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE’s termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE’s termination Notice.
	6. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
5. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
6. **Notices.** Notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the JBE:** |
| [name, title, address] | [name, title, address] |
| With a copy to: | With a copy to: |
|  |  |

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

1. Provisions Applicable to Certain Agreements. The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.
	1. **Union Activities Restrictions.** *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
	2. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
	3. **Child Support Compliance Act.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
	4. **Priority Hiring.** *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.*  Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
	5. **Iran Contracting Act.** *If the Contract Amount is $1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.*  Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
	6. **Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
	7. **Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
	8. **Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.
	9. **Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days’ Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
	10. **DVBE Commitment.**  *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JBE a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor’s final invoice to the JBE. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the JBE will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor’s failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.
	11. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
	12. **Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm’s offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
	13. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
	14. **Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor’s invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
	15. **Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. “Four-Digit Date Compliant” deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
	16. **Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
	17. **Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.
2. Data and Security.
	1. Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.
		1. Data Security.
			1. Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement shall be in compliance with, the current NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any NIST 800-53 standards, guidelines, or requirements for security controls or data security protocols.

### Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.

### No Work shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. The physical location of Contractor’s data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JBE’s request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor’s system, records, and backups, and all subsequent use of such information by Contractor shall cease.

### Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures.

* + 1. Data Breach

### If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE’s satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor’s receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

* + 1. Security Assessments

### Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor’s operational documentation, records, logs, and databases that relate to data security and the Contractor’s Information Security Program. Upon the JBE’s request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor’s compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor’s assessors, of such assessment, and, at its expense, take any corrective actions.

* + 1. Data Requests

### Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

* + 1. Data Backups

### If Contractor is providing Hosted Services under this Agreement, Contractor shall:

### • ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;

### • provide periodic full backup of all JBE Data every 24 hours;

### • provide periodic incremental backup of all JBE Data every 24 hours;

### • have the capability to recover data from the JBE Data backup copy every 24 hours;

### • have the capability to export the JBE’s raw data in human readable and machine readable format, and have the capability to promptly provide the JBE Data to JBE upon its request;

### • have the capability to import the JBE Data (subject to Contractor’s confidentiality and data security obligations) upon request;

### • provide hourly snapshot backups of the JBE Data (daily backups shall also be performed);

### • maintain recoverable, secure backups of the JBE Data offsite in a fire-protected, secure area, geographically separate from the primary datacenter; and

### • maintain and implement data backup and disaster recovery processes and procedures in accordance with the highest industry standards and applicable laws.

* + 1. Transition Period

For ninety (90) days prior to the expiration date of this Agreement or Statement of Work, or upon notice of termination of this Agreement or Statement of Work, Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE (“Transition Period”). During the Transition Period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

1. **Miscellaneous Provisions.**
	1. **Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
	2. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
	3. **Audit.** Contractor must allow the JBE or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
	4. **Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
	5. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE’s request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
	6. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
	7. **Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
	8. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
	9. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
	10. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement’s terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
	11. **Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
	12. **Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
	13. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
	14. **Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
	15. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
	16. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

APPENDIX D

Defined Terms

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

**“Agreement”** is defined on the Coversheet.

**“Contractor”** is defined on the Coversheet.

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

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

**“Contract Amount”** is defined on the Coversheet.

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

**“Deliverables”** is defined in Appendix A.

**“Effective Date”** is defined on the Coversheet.

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

**“Goods”** is defined in Appendix A.

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

**“JBE” is defined on the Coversheet.**

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

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

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

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

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

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

APPENDIX E

**UNRUH CIVIL RIGHTS ACT AND**

**CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

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

**CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);

2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);

3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**

4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

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

|  |  |
| --- | --- |
| *Contractor Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* |
| *Printed Name and Title of Person Signing* |
| *Date Executed* | *Executed in the County of \_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_* |