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| **STANDARD AGREEMENT** rev Jan. 2022 | | |
|  |  | AGREEMENT NUMBER |
|  |  | **[Agreement number]** |

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

2. This Agreement is effective as of **January 1, 2023** (“Effective Date”) and expires on **December 31, 2025** (“Expiration Date”).

This Agreement includes two additional one-year options to extend this Agreement through **December 31, 2027.**

3. The maximum amount the JBE may pay Contractor under this Agreement is **Dollar amount.**

4. The purpose or title of this Agreement is: **Court Interpreter Examination Administration and Development.**

*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. If there are any inconsistent terms in the exhibits, the following is the order of precedence: Appendix C, D, B, A and E.

Appendix A – Goods and Services

Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Defined Terms

Appendix E – Attachments

Exhibits – 1-3

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| **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]** |
|  |  |
| BY *(Authorized Signature)*  ✍ | BY *(Authorized Signature)*  ✍ |
|  |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE EXECUTED | DATE EXECUTED |
|  |  |
| ADDRESS  Attn: Branch Accounting and Procurement | Administrative Division  455 Golden Gate Avenue, 6th Floor  San Francisco, CA 94102-3688 | ADDRESS |

APPENDIX A

SCOPE OF SERVICES

1. Background and Purpose.

Within the Judicial Council’s Operations & Programs Division, the Center for Families, Children, and the Courts (CFCC) houses the Language Access Services Program. The Language Access Services Program is comprised of two units: Language Access Implementation (LAI) and Court Interpreters Program (CIP). The LAI works to ensure language access for all Limited English Proficient (LEP) court users in California in all 58 superior courts. The CIP oversees the court interpreter testing program and credentialing process for statewide qualification of court interpreters, as well as other administrative functions such as statewide recruitment to expand the pool of qualified interpreters available in the courts.

Within the Court Interpreter Program there are two pathways to obtain a credential. The first is a Certified Interpreter pathway, and the second is a Registered Interpreter Pathway. All candidates pursing the Certified Interpreter, or the Registered Interpreter pathways must first pass the English only Written Examination with a score of 80% or higher. Once a candidate passes the English-only Written Exam, he or she is eligible to take the Oral Proficiency Exam (OPE) for a non-designated spoken language, or the Bilingual Interpreting Examinations (BIE) for a designated spoken language.

Contractor will provide statewide administration of the English-only Written Examination, the Oral Proficiency Examinations (OPE) and the Bilingual Interpreting Examinations (BIE) as outlined in Section 2 of this Appendix, Description of Services. Additionally, the contractor may be asked to develop new or modify existing California-only BIE testing instruments for designated, i.e. Certified Interpreter pathway, languages.

1. Description of Services. Contractor shall perform the following services (“Services”):
   1. **Onboarding.**
      1. Within 10 calendar days of execution of Agreement, Contractor will provide the Judicial Council’s Program Manager with their written onboarding plan to implement all services described in Appendix A. Contractor will include a narrative description and timeline in the Onboarding Plan. Contractor will participate in weekly meetings with the Judicial Council during the Onboarding process. The number of weekly meetings will be determined with input from the Judicial Council. Contractor must obtain the Judicial Council’s written approval of the onboarding plan prior to beginning onboarding tasks.
   2. **English Only Written Examination.**
      1. The English-only Written Exam is maintained by the National Center for State Courts (NCSC). Contractor will coordinate closely with the NCSC for Written Exam delivery. Contractor must administer the English Only Written Exam in accordance with the procedures established by the NCSC which are available in Exhibit 1 of this Agreement, the Interpreter Testing Desk Reference Manual.
      2. The Contractor must keep the NCSC Written Exam content and all associated materials, such as answer keys, secure and confidential. Contractor agrees that the Exam and the content of such Exam will not be released in any form to anyone unless it is to administer the Exam, score the Exam, or address an issue raised in an appeal. Contractor must ensure possession of the Written Exam, the content of the Written Exam, and all associated materials is limited to Contractor’s authorized personnel and those persons working in an official capacity related to the examination process.
      3. The Contractor will ensure the Judicial Council’s English Only Written Exam prerequisite eligibility rules are followed. The English Only Written Exam rules will include, but will not be limited to:
         1. No prerequisites are required of candidates taking the English Only Written Exam for the first time.
         2. Candidates may take the English Only Written Exam two times in a 365-day period.
         3. Candidates must wait 90 calendar days between Written Exams.
      4. The Contractor will ensure the English Only Written Exam material is sufficiently rotated so candidates who take the exam multiple times receive different versions of the exam.
      5. The Contractor will administer the English Only Written Exam by appointment, on demand, year-round, via a computer-based platform, in a secure, proctored testing room, at Contractor’s testing centers.
      6. Contractor will provide at least five testing locations in California geographically distributed throughout the state to minimize candidates’ need to travel for exams. Testing locations must be available on regular business days and during regular business hours. The geographical locations must include, but are not limited, to San Francisco Bay Area, Sacramento, San Diego, and Los Angeles.
      7. Contractor will collect the Written Exam fee, including any rescheduling or late cancellation fees, as shown in Appendix B, Payment Provisions, Table 5.A Exam Fees.
      8. Contractor will provide each candidate with a post-exam quality survey immediately after the candidate completes the English Written Only Exam.
      9. Contractor will recruit and train proctors to administer the Written Exam.
      10. Contractor will follow NCSC guidelines for scoring the English Only Written Exams.
      11. Contractor will provide the printed exam score to candidates at the testing center immediately after completion of the English Only Written Exam.
      12. Contractor will manage and process all appeals for the English-only Written Exam following the guidelines from the NCSC and in consultation with the Judicial Council. Contractor will bear all costs for any re-testing that results from an approved appeal.
      13. Contractor must share the English Only Written Exam score results with the Judicial Council and the NCSC, at a minimum, in semi-annual and annual written summary reports, or if requested as an ad hoc report.
      14. The Judicial Council cannot guarantee a minimum number of English Only Written Exams that will be administered each year. The Judicial Council will only pay for the actual number of English Only Written Exams administered by the Contractor.
      15. Contractor is responsible for all costs associated with the administration of the Written Exam.
   3. **Oral Proficiency Exam (OPE).**
      1. The OPE is used for credentialing of Registered Language Interpreters and for testing Bilingual California Court Staff. Candidates must pass the English OPE, and the Foreign Language OPE (if available).
      2. Contractor will administer the OPE in accordance with the most current American Council on the Teaching of Foreign Languages (ACTFL) guidelines, See Exhibit 2 to this Agreement.
      3. The Contractor must keep the OPE content and all associated materials, such as answer keys, secure and confidential. Contractor agrees that the OPE and the content of such OPE will not be released in any form to anyone unless it is to administer the OPE, score the OPE, or address an issue raised in an appeal. Contractor must ensure possession of the OPE, the content of the OPE, and all associated materials is limited to Contractor’s authorized personnel and those persons working in an official capacity related to the examination process.
      4. Contractor will administer OPE exams for candidates year-round, by appointment, at a minimum of five testing sites throughout California. The five testing sites must include, but are not limited to, San Francisco Bay Area, Sacramento, San Diego, and Los Angeles.
      5. Contractor will provide the testing centers and all proctors and/or required administrative staff and any required equipment (phones, headsets, etc.) for the administration of the OPE.
      6. Contractor will collect the OPE English exam fee and OPE Foreign Language exam fee as shown in Appendix B, Payment Provisions, Table 5.A Exam Fees. The fees are the same for Registered Language Interpreters seeking a credential and Bilingual California Court Staff who are not seeking an interpreting credential.
      7. The Contractor will confirm candidates who take the OPE to become a Registered Language Interpreters meet all eligibility requirements. The requirements are:
         1. Pass the Written Examination with 80% or higher.
         2. Pass the Oral Proficiency Examination (English Language) at the Superior or Advanced High level.
         3. Pass the Oral Proficiency Examination (Foreign Language, if available) at the Superior or Advanced High level.
      8. The Contractor will confirm Bilingual Court Staff who take the OPE meet all eligibility requirements. The requirements are:
         1. Pass the Oral Proficiency Examination (English Language) at the Intermediate Mid-level.
         2. Pass the Oral Proficiency Examination (Foreign Language, if available) at the Intermediate Mid-level (courts may also determine a higher level).
      9. Contractor will recruit, train, and manage all proctors and other administrative staff required to administer the OPE.
      10. Contractor will provide each candidate a post-exam quality survey immediately after they complete the OPE.
      11. Contractor must provide OPE exam scores to all candidates within 30 calendar days of the exam administration date.
      12. The Contractor must report OPE exam scores, candidate demographic data, and exam quality issues to the Judicial Council at a minimum in streamlined semi-annual and annual summary reports, or if requested in an ad hoc report.
      13. Contractor will manage and process all appeals for the OPE following the guidelines from the NCSC and in consultation with the Judicial Council. Contractor will bear all costs for any re-testing that results from an approved exam appeal.
      14. The Judicial Council cannot guarantee a minimum number of OPE that will be administered each year. The Judicial Council will only pay for the actual number of OPE administered by the Contractor.
      15. Contractor is responsible for all costs associated to the administration of the Oral Proficiency Exam (OPE).
   4. **Bilingual Interpreting Exam (BIE).**
      1. The BIE is administered to candidates that want to become credentialed as a California Court Certified Interpreter. Currently, there are 15 certified languages for which a BIE exam is available. The BIE is maintained by the NCSC.
      2. Contractor must follow the NCSC guidelines for accessing BIE instruments. The NCSC guidelines are available in Exhibit 1, the Interpreter Testing Desk Reference Manual.
      3. The Contractor must keep the NCSC BIE content and all associated materials, such as answer keys, secure and confidential. Contractor agrees that the BIE and the content of such BIE will not be released in any form to anyone unless it is to administer the BIE, score the BIE, or address an issue raised in an appeal. Contractor must ensure possession of the BIE, the content of the BIE, and all

associated materials is limited to Contractor’s authorized personnel and those persons working in an official capacity related to the examination process.

* + 1. Contractor will work closely with the NCSC and with Judicial Council staff to plan the administration of the BIE.
    2. Contractor will work closely with the Judicial Council to establish the BIE registration timeline, and the weeks during which the BIE will be administered.
    3. The BIE has four-parts which include the:
       1. Sight Translation (English to foreign language),
       2. Sight Translation (Foreign language to English language),
       3. Consecutive Interpretation, and
       4. Simultaneous Interpretation.
    4. The prerequisite for the BIE is that a candidate has passed the English Only Written Exam with a score of 80% or higher within the previous four years. Contractor will confirm the candidate has passed the English Only Written Exam with the minimum score required and within the allowed timeline prior to taking the BIE.
    5. Contractor will recruit, train, and manage all proctors for the BIE. The BIE must be administered in person. The proctor for the BIE must be present during the entire exam to administer the test and record the candidate’s BIE rendition.
    6. Contractor will follow all NCSC guidelines for administering and scoring the BIE.
    7. Contractor will collect all BIE fees as shown in Appendix B, Payment Provisions, Table 5.A Exam Fees.
    8. Contractor will provide distraction free testing environments for the administration of the BIE. Contractor must bear all costs for re-testing required due to excessive noise or distractions in the testing environment.
    9. Contractor will follow the NCSC guidelines to secure the candidate’s recorded rendition of the BIE, so that it can be securely transferred to the exam raters.
    10. Contractor will provide each candidate a post-exam quality survey immediately after they complete the BIE.
    11. Contractor will recruit, train, and manage all raters and rater supervisors required to score the BIE. Contractor must follow the NCSC guidelines for rating the BIE. A minimum of two raters must separately review the BIE for each candidate.
    12. Contractor will provide the candidates their BIE scores within 90 calendars of the test date.
    13. Contractor will provide the Judicial Council and the NCSC all candidate BIE scores within 90 calendar days of the test date.
    14. Candidates must pass all four sections of the BIE in one sitting with a score of 70% or higher for each section to pass the exam and become credentialed.
    15. Contractor will manage and process all appeals for the BIE following the NCSC guidelines and in consultation with the Judicial Council. Contractor will bear all costs for any re-testing that results from an approved exam appeal.
    16. Contractor must follow all NCSC procedures for BIE administration, scoring and rating. (See Exhibit 3, Bilingual Oral Exam Interview).
    17. The Contractor must report BIE scores, candidate demographic data and exam quality issues to the Judicial Council at a minimum in streamlined semi-annual and annual summary reports, or in ad hoc reports if requested.
    18. The Judicial Council cannot guarantee a minimum number of BIE that will be administered each year. The Judicial Council will only pay for the actual number of BIE administered by the Contractor.
    19. Contractor is responsible for all costs associated to the administration of the Bilingual Interpreting Exam (BIE).
  1. **Exam Registration, Exam Fees, and Exam Administration**
     1. Upon execution of Agreement, the Contractor will provide the Judicial Council Program Manager their written methodology and documented procedures for exam administration and quality assurance for the English-only Written Exam, the Oral Proficiency Exam, and the Bilingual Interpreting Exam.
     2. Contractor is responsible for providing all testing facilities, staff, proctors, raters, exam materials, testing equipment, and any other supporting materials or supplies required for the administration of all three Exam types.
     3. Contractor will ensure that all test centers and testing locations, whether owned or leased by the contractor, are clean, secure, professionally managed, and free from excessive distractions that could negatively affect the outcome of a candidate’s exam performance.
     4. Contractor must report within one business day to the Judicial Council Program Manager any exam administration quality issues, anticipated impacts, and proposed mitigation strategies to cure the problem.
     5. Contractor will follow all Exam prerequisites policies in Appendix A, Sections 2.2, 2.3, and 2.4.
     6. Contractor must provide all Exam scores to the candidates by the timelines stated in Appendix A, Sections 2.2, 2.3, and 2.4.
     7. Contractor is responsible for registering all candidates and administering all three interpreter examinations (the English Only Written Examination in English, BIE and OPE).
     8. Contractor is responsible for providing written confirmation for all exams scheduled, and for managing and enforcing any exam rescheduling or cancellation policies.
     9. Contractor will collect and process all exam fees, rescheduling fees or cancellation fees.
     10. Contractor is responsible for processing any refunds due to candidates within five business days.
     11. Contractor will process all Exam appeals in accordance with the NCSC guidelines and in coordination with the Judicial Council as required.
     12. See Appendix B, Payment Provisions, Table 5.A, Candidate Exam Fees, which is the maximum allowable fee the Contractor will collect from exam registrants. (Contractor will keep the collected Exam fees, rescheduling fees, or cancellation fees.).
     13. Contractor will utilize a mechanism that enables candidates to easily pay exam fees with credit and/or debit cards.
     14. Contractor will provide each candidate a post-exam quality survey immediately after they complete an Exam. Surveys will seek demographic information and information pertaining to exam administration experience.
     15. Contractor will use survey data to develop clear and concise written reports for the Judicial Council to manage and enhance the quality of the Court Interpreter Testing Program (See Appendix A, Section 2.9).
     16. Contractor will recruit, train and manage all proctors for all of the Exam types covered in this agreement: English-only Written Exam, OPE and BIE.
     17. Contractor is responsible for all costs associated to exam registration, exam fees, and exam administration.
  2. **Program Administration and Management.**
     1. Contractor will manage the administration of the initial Onboarding of the Court Interpreter Testing Program, development of new BIE testing instrument(s), modification of BIE testing instrument(s), English Only Written Exam, BIE, OPI, call center, website, data analysis and reports. Management and administration will include, but will not be limited to:
        1. Contractor will provide sufficient staffing levels to successfully administer and manage the daily operations for the Judicial Council’s Court Interpreter Testing Program.
        2. Contractor will supervise and provide ongoing training to support to any of their staff or sub-contractors working on the Judicial Council’s Court Interpreter Testing Program.
        3. Contractor will recruit and manage all subcontractors they enter into agreement with to provide services to the Judicial Council’s Court Interpreter Testing Program.
        4. Contractor must participate in scheduled bi-weekly telephone conferences with Judicial Council staff and provide status updates on program management and administration. Phone conferences must be scheduled biweekly at a minimum but may be scheduled more frequently if required by the Judicial Council based on project or program demands.
        5. Contractor must ensure all testing center staff, exam proctors, and testing procedures comply with federal, State of California, county, and city health and safety mandates in relation to the COVID-19 pandemic or similar situations that may require social distancing.
        6. Contractor will work closely with the NCSC on exam provision and coordination for the Written Examination and BIE.
        7. Contractor may not reproduce or use any exam instruments for any purpose other than as described in this Agreement.
        8. Contractor will implement sufficient procedures and controls to avoid any breaches of exam materials and exam contents for all three exam types covered under this Agreement.
        9. Contractor will immediately inform the Judicial Council Program Manager verbally and in writing of any Exam instrument(s) security breach. Contractor will remedy any Exam instrument security breach at their expense.
        10. Contractor must manage any data breach of candidate personal data under their control and immediately provide a remedy to resolve the data breach. Contractor will immediately inform the Judicial Council Program Manager of any data breaches (See Appendix C, Section 10, Notices) verbally and in writing. Contractor will immediately send letters by mail and email to all candidates whose personal information has been breached. Contractor will provide a remedy to all candidates whose personal data has been breached.
        11. Within 5 days of any breach, the Contractor must provide the Judicial Council a written analysis of the cause of the security breach and propose a mitigation strategy to prevent it from reoccurring.
     2. Contractor is responsible for all costs associated for managing the administration of the Court Interpreter Testing Program.
  3. **Call Center.**
     1. Contractor will establish a Court Interpreter Exam Program Call Center to help individuals seeking information regarding the Court Interpreter Exam Program, and to allow individuals to register for exams, reschedule or cancel an exam appointment, pay exam fees, get information about the appeals process or any other aspect of the Judicial Council’s interpreter testing program, and request forms or other information to be emailed or by USPS.
     2. Contractor is responsible for providing a call center location in the United States, staffing the call center, training call center staff, supervising call center staff, and providing call center staff with all necessary supplies and equipment needed to answer Judicial Council’s Interpreter Testing Program telephone calls.
     3. Contractor will ensure the call center is operational Monday – Friday 8:00 A.M to 5:00 P.M. Pacific Standard Time.
     4. Call center agents must be fluent in English and provide services to the Court Interpreter Exam Program.
     5. Contractor’s call center must have the capacity to handle at least 10,000 telephone calls annually for the Judicial Council’s Interpreter Testing Program. (The exact number of telephone calls is unknown).
     6. Contractor will provide an after-hours phone line so potential exam clients can leave voice mails. Contractor’s Call Center staff will respond to voice mail messages within 24-hours.
     7. Contractor will sufficiently staff the call center so that no caller is on hold for longer than three minutes.
     8. Contractor will ensure their call center technology is sufficient so that there are no dropped calls, and that the call quality is clear.
     9. Contractor will provide a telephone system that provides music when a caller is placed on hold. Callers should not be placed on hold for longer than three minutes. Contractor’s call center system should allow a caller to opt out of music or other announcements while on hold.
     10. Contractor will provide telephone technology for callers to bypass the phone tree and connect directly to a customer service agent within three minutes, or to request a call back without losing their place in the queue.
     11. Contractor is responsible for all costs associated for implementing and managing the Court Interpreter Testing Program Call Center.
  4. **Public Website.**
     1. With the Judicial Council’s input, the Contractor will establish a public website for the Court Interpreter Testing Program. Contractor will develop all content, monitor, maintain and keep the content current, actively monitor and review for errors, promptly correct any errors, and provide reports on website metrics.
     2. Contractor is responsible for all costs associated for the development and maintenance of the Court Interpreter Testing Program Public Website.
     3. The Contractor’s Court Interpreter Testing Program Public Website must include, but will not be limited to the following:
        1. Easy navigation and clear organization of content.
        2. Fully functioning features and hyperlinks.
        3. Multiple pages, search tool, functional chatbot, data collection, and the website will show up in public search ranking at the top of the list
        4. The ability for candidates to create an account and maintain their personal information in self-service mode.
        5. The ability for candidates to register for all Exams, reschedule or cancel exams, file complaints, request appeals, request refunds, request information about the program, report website errors, and submit questions.
        6. The ability for exam candidates to pay their exam fees using Debit or credits cards and clearly explained payment and refund policies that are easy for candidates to locate.
        7. Detailed information regarding all three Exams which includes the processes for certification, registration, Exam taking, rescheduling, appeals, scoring, and American with Disabilities Act accommodation requests, etc.
        8. The ability for candidates to access Exam preparatory documents and other resources of interest for test takers.
        9. Information for the public about administration of the Written Exam, OPEs, and BIE, testing requirements, testing procedures, as well as other, relevant information.
        10. Listing of Exam dates and details regarding testing locations, including directions, maps, hours of operation, contact information, phone number, physical address, any pertinent business policies, such as making requirements, etc.
  5. **Data Analysis, Raw Data Files and Summary Reports.** Contractor will scrub and analyze data and develop clear, concise, written reports designed to support the Judicial Council in their management of the Interpreter Testing Program. Contractor will provide the Judicial Council Program Manager all reports by the due dates shown in Table 2.16-A. Contractor will provide the Judicial Council Program Manager the scrubbed data in a separate data file along with the written report. The scrubbed data will be sent to the Judicial Council Program Manager in a format that the Judicial Council can easily open, review, and analyze, and import into other systems, such as SPSS or Excel. Contractor written reports will include, but will not be limited to:
     1. **Website Reports**. Number visitors, page hits, frequently visited pages, length of time on the website, number of candidates registered for an exam, who paid fees, which exams did candidates register for, issues with the website, questions submitted through the website, frequently asked questions through the website, etc.
     2. **Program Reports.** Candidate scores for all three exams.Fees collected for each type of exam.Number of each exam registered, cancelled, missed, taken, and appealed etc.
     3. **Call Center Reports.** Total calls,Number of dropped calls, average time on hold, average call duration time with call center agent, number of afterhours voice mail, reason for call, etc.
     4. **Exam Outcome Reports.** Total number of exams administered, by exam type.Number of candidates that passed each exam,number of candidates that did not pass each exam, number of candidates that almost passed each exam, all scores by exam type and language for OPE and BIE. Percentage of candidates pass, nearly passed, and did not pass for each exam-by-exam type and language for OPE and BIE. Location of exams compared with exam type, pass, not passed, and nearly passed, etc.
     5. **Candidate Demographic Reports.** Contractor will providedemographicanalysis reportswhichwill include, but will not be limited to:Gender, age, race, ethnicity, education, languages spoken, proficiency in languages spoken, exam preparation undertaken, previous interpreting experience, previous work experience, reason for wanting to become an interpreter, how candidate learned about the program and exams, and residing location etc.
     6. **Ad Hoc Reports.** Are all other unnamed reports the Judicial Council might request Contractor to create and provide to the Judicial Council. Upon request by the Judicial Council, Contractor will provide the Judicial Council Program Manager ad hoc reports within ten business days.
     7. **Semi-Annual and Annual Reports.** Contractor will provide the Judicial Council Program Manager the semi-annual and annual written reports which will include an overall analysis of all pertinent exam, program and candidate data collected at the 6- month and 12-month period of the Court Interpreter Testing Program. Prior to developing the reports, Contractor will meet with the Judicial Council Program Manager to review specific data that should be included in the reports. Reports must include a narrative assessment of the data outcomes with recommendations. At a minimum, the Contractor will use the data collected in Sections 2.9.1 through 2.9.6.
     8. Contractor is responsible for all costs associated to data collection, scrubbing the data, data analysis, and the written data reports.
  6. **Exam Development.** 
     1. Upon request of the Judicial Council, Contractor will create new California-only BIE Exam(s). Exam development will be comprehensive and will include, but will not be limited to:
        1. Contractor must develop a project plan for creating a new BIE instrument which the Judicial Council must review and approve before the BIE instrument is created.
        2. Communicating closely with the Judicial Council during Exam development.
        3. Contractor will follow all NCSC guidelines for creating new BIE instruments.
        4. Contractor will coordinate with NCSC for creating any new BIE instruments.
        5. Providing draft Exams for the Judicial Council to review and approve.
        6. The Contractor will pilot all new exam instruments, selected by the Judicial Council, and perform quantitative and qualitative analysis in order to ensure the exam instruments perform as expected in the field.
        7. The new exam instruments must be administered to subject matter experts (SMEs) prior to administration to actual candidates for certification.
        8. Contractor will recruit and hire at least three (3) SMEs, preferably previous passers of the certification exam, if available.
        9. Contractor will administer the new exam instrument to the SMEs in accordance with standard operating procedures.
        10. Contractor will ensure that the new exam(s) are rated by approved raters according to standard rating procedures. Contractor will recruit and hire exam rates.
        11. Raters are required to provide detailed notes and documentation to support subsequent quantitative and qualitative analysis.
        12. Contractor will perform statistical analysis and identifying any suggested updates to the exam. Contractor will summarize the analysis and findings, along with associated remediation recommendations in a report for the Judicial Council.
        13. With JCC approval, certify final BIE instrument(s) for candidate use.
        14. Any new BIE exams that are developed under this Agreement are the intellectual property of the Judicial Council and may not be used by Contractor for any purpose other than what is described in Appendix A, Scope of Services.
        15. Contractor must furnish to the Judicial Council final copies of all new published exams, and any supporting materials such as answer keys, etc.
        16. Contractor is responsible for all costs associated to creating a new BIE instrument.
  7. **Exam Modification.** 
     1. Upon request of the Judicial Council, Contractor will modify a current California-only BIE Exam(s). Exam modification will be comprehensive and will include, but will not be limited to:
        1. Contractor must develop a project plan for modifying a BIE instrument which the Judicial Council must review and approve before the BIE instrument is modified.
        2. Communicating closely with the Judicial Council during Exam modification.
        3. Contractor will follow all NCSC guidelines pertaining to BIE instrument modifications.
        4. Contractor will coordinate with NCSC for the modification of any BIE instruments.
        5. Providing draft Exams for Judicial Council review and approval.
        6. The Contractor will pilot all modified exam instruments, selected by the Judicial Council, and perform quantitative and qualitative analysis in order to ensure the exam instruments perform as expected in the field.
        7. The modified exam instruments must be administered to subject matter experts (SMEs) prior to administration to actual candidates for certification.
        8. Contractor will recruit and hire at least three (3) SMEs, preferably previous passers of the certification exam, if available.
        9. Contractor will administer the modified exam instrument to the SMEs in accordance with standard operating procedures.
        10. Contractor will ensure that the modified exam(s) are rated by approved raters according to standard rating procedures. Contractor will recruit and hire exam rates.
        11. Raters are required to provide detailed notes and documentation to support subsequent quantitative and qualitative analysis.
        12. Contractor will perform statistical analysis and identifying any suggested updates to the exam. Contractor will summarize the analysis and findings, along with associated remediation recommendations in a report for the Judicial Council.
        13. With Judicial Council approval, certify final BIE instrument(s) for candidate use.
        14. Any modified BIE exams that are developed under this Agreement are the intellectual property of the Judicial Council and may not be used by Contractor for any purpose other than what is described in Appendix A, Scope of Services.
        15. Contractor must furnish to the Judicial Council final copies of all amendment published exams, and any supporting materials such as answer keys, etc.
        16. Contractor is responsible for all costs associated to modifying a BIE instrument.
  8. **Survey Development and Data Collection Instrument(s).**
     1. The Contractor is responsible for developing all candidate surveys in consultation with the Judicial Council.
     2. Contractor must receive the Judicial Council Program Manager’s approval prior to distributing any Survey to candidates.
     3. Contractor is responsible for all costs associated in developing surveys and data collection instruments.
  9. **Description of Deliverables.** Contractor shall deliver to the JBE the work products (“Deliverables”) in Table 2.15-A.
  10. **Acceptance Criteria.**  The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables. The Judicial Council will consider the following for approving invoices:
      1. Timeliness. The Services were completed, and the Deliverables were delivered on time.
      2. Completeness. The Services and Deliverables contained the materials and features required in the Agreement.
      3. 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).
  11. **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline (See Table 2.15-A):

**Table 2.15-A Deliverable Description and Timeline**

| **Deliverable #** | **Deliverable Description** | **Deliverable Due Date** | **Contract Year** | **Section Number** |
| --- | --- | --- | --- | --- |
| 1 | Written Onboarding Plan | 10 days upon execution of this Agreement | 2023 | Appendix A, 2.1 |
| 2 | Administer the English Only Written Exam | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.2 |
| 3 | Administer the OPE | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.3 |
| 4 | Administer the BIE | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.4 |
| 5 | Exam Registration, Exam Fees, and Exam Administration | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.5 |
| 6 | Program Administration and Management | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.6 |
| 7 | Call Center | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.7 |

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| 8 | Public Website | January 1, 2023 through December 31, 2023 | 2023 | Appendix A, 2.8 |
| 9 | Analysis, Raw Data Files, All Data Reports | January 1, 2023 through December 31, 2023 | Upon request of JBE in any period of this Agreement | Appendix A, 2.9 |
| 10 | Exam Development | Upon request of JBE | Upon request of JBE in any period of this Agreement | Appendix A, 2.10 |
| 11 | Exam Modification | Upon request of JBE | Upon request of JBE in any period of this Agreement | Appendix A, 2.11 |
| 12 | Survey Development and Data Collection Instrument(s) | Upon request of JBE | Upon request of JBE in any period of this Agreement | Appendix A, 2.12 |
| 13 | Administer the English Only Written Exam | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.2 |
| 14 | Administer the OPE | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.3 |
| 15 | Administer the BIE | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.4 |
| 16 | Exam Registration, Exam Fees, and Exam Administration | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.5 |
| 17 | Program Administration and Management | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.6 |

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| 18 | Call Center | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.7 |
| 19 | Public Website | January 1, 2024 through December 31, 2024 | 2024 | Appendix A, 2.8 |
| 20 | Analysis, Raw Data Files, All Data Reports | January 1, 2024 through December 31, 2024 | Upon request of JBE in any period of this Agreement | Appendix A, 2.9 |
| 21 | Administer the English Only Written Exam | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.2 |
| 22 | Administer the OPE | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.3 |
| 23 | Administer the BIE | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.4 |
| 24 | Exam Registration, Exam Fees, and Exam Administration | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.5 |
| 25 | Program Administration and Management | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.6 |
| 26 | Call Center | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.7 |
| 27 | Public Website | January 1, 2025 through December 31, 2025 | 2025 | Appendix A, 2.8 |

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| 28 | Analysis, Raw Data Files, All Data Reports | January 1, 2025 through December 31, 2025 | Upon request of JBE in any period of this Agreement | Appendix A, 2.9 |
| 29 | Administer the English Only Written Exam | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.2 |
| 30 | Administer the OPE | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.3 |
| 31 | Administer the BIE | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.4 |
| 32 | Exam Registration, Exam Fees, and Exam Administration | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.5 |
| 33 | Program Administration and Management | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.6 |
| 34 | Call Center | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.7 |
| 35 | Public Website | January 1, 2026 through December 31, 2026 | 2026 Optional Year | Appendix A, 2.8 |
| 36 | Analysis, Raw Data Files, All Data Reports | January 1, 2026 through December 31, 2026 | 2026 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.9 |

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| 37 | Exam Development | Upon request of JBE | 2026 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.10 |
| 38 | Exam Modification | Upon request of JBE | 2026 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.11 |
| 39 | Survey Development and Data Collection Instrument(s) | Upon request of JBE | 2026 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.12 |
| 40 | Administer the English Only Written Exam | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.2 |
| 41 | Administer the OPE | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.3 |
| 42 | Administer the BIE | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.4 |
| 43 | Exam Registration, Exam Fees, and Exam Administration | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.5 |
| 44 | Program Administration and Management | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.6 |

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| 45 | Call Center | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.7 |
| 46 | Public Website | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.8 |
| 47 | Analysis, Raw Data Files, All Data Reports | January 1, 2027 through December 31, 2027 | 2027 Optional Year | Appendix A, 2.9 |
| 48 | Exam Development | January 1, 2027 through December 31, 2027 | 2027 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.10 |
| 49 | Exam Modification | January 1, 2027 through December 31, 2027 | 2027 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.11 |
| 50 | Survey Development and Data Collection Instrument(s) | January 1, 2027 through December 31, 2027 | 2027 Optional Year (Upon request of JBE in any period of the Agreement) | Appendix A, 2.12 |

1. 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.
2. Service Warranties. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the 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.
3. Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
4. 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 will be at Contractor's own risk.
5. 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 must be specifically identified as such and must indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor is required to 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 have agreed, the JBE may 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 will resume the performance of Services. The JBE must make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
        1. 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
        2. 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.
     3. The JBE will not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
6. 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 must modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and must 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 will 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.

END APPENDIX

APPENDIX B

PAYMENT PROVISIONS

1. **General.** Subject to the terms of this Agreement, Contractor will invoice the JBE, and the JBE will compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix constitute the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor bears, and the JBE has 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:
   2. **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE retains the right to **withhold fifteen percent (15%)** of each such payment until the JBE accepts the final Deliverable.
   3. **No Advance Payment.** The JBE will not make any advance payment for Services or Deliverables.
3. **Expenses.** Except as set forth in this section, no expenses relating to Goods, Services, or Deliverables will be reimbursed by the JBE to Contractor.
   1. Limit on Travel Expenses. Contractor is responsible for all travel expenses. The JCC will not reimburse the Contractor for any Travel expenses.
4. **Allowable Expenses. N/A**
5. **Exam Fees.** The maximum amount the Contractor may charge exam candidates during the Agreement is listed below in Table 5.A. Candidate exam fees are the same for all candidates, whether the candidate is seeking an interpreting credential, or taking the exam as bilingual staff. Contractor will collect all exam fees to offset their expenses.

**Table 5.A Candidate Exam Fees**

| **Exam Type** | **Effective Date January 1, 2023** | **Effective Date January 1, 2024** | **Effective Date January 1, 2025** | **Option Year One**  **Effective Date January 1, 2026** | **Option Year Two**  **Effective Date January 1, 2027** |
| --- | --- | --- | --- | --- | --- |
| English Only Written Exam for Certified Languages | $138.35 | $141.80 | $145.34 | $148.97 | $152.69 |
| Bilingual Interpreting Exam for Certified Languages | $358.75 | $367.71 | $376.90 | $386.32 | $395.97 |
| Oral Proficiency Exam – English for Registered Languages | $177.32 | $181.75 | $186.29 | $190.94 | $195.71 |
| Oral Proficiency Exam – For Foreign Language | $177.32 | $181.75 | $186.29 | $190.94 | $195.71 |

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| --- | --- | --- | --- | --- | --- |
| Rescheduled Exam\* \*Charged to applicant if they reschedule or cancel w/in the allowed timeframe set by the Judicial Council. | $51.25 | $52.53 | $53.84 | $55.18 | $56.55 |

1. **Contract Budget**

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| --- | --- | --- | --- | --- | --- |
| **All line-item costs reflect a Firm Fixed Price for each year of the Agreement** | **Effective Date January 1, 2023** | **Effective Date January 1, 2024** | **Effective Date January 1, 2025** | **Option Year One January 1, 2026** | **Option Year Two January 1, 2027** |
|  |
| Onboarding Costs (Flat rate) |  |  |  |  |  |  |
| Program Management (Flat rate annual cost) |  |  |  |  |  |  |
| Call Center (Flat rate annual cost) |  |  |  |  |  |  |
| Website (Flat rate annual cost) |  |  |  |  |  |  |
| All Reports, including ad hoc (Flat rate annual cost) |  |  |  |  |  |  |
| ***Totals*** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |  |
| **Contract Budget** |  |  |  |  |  |  |
| **All line-item costs reflect a Firm Fixed Price for each year of the Agreement** | **Effective Date January 1, 2023** | **Effective Date January 1, 2024** | **Effective Date January 1, 2025** | **Option Year One January 1, 2026** | **Option Year Two January 1, 2027** |  |
|  |
| Administer BIE (Per Unit Cost) |  |  |  |  |  |  |
| Administer OPE (Per Unit Cost) |  |  |  |  |  |  |
| Administer Written Exam (Per Unit Cost) |  |  |  |  |  |  |
| Create and Update Candidate Surveys (Per Unit Cost) |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- |
| Create a new BIE instrument (Per Unit Cost) |  |  |  |  |  |  |
| Exam Maintenance/Update (Per Unit Cost) |  |  |  |  |  |  |

1. **Invoicing and Payment.**
   1. **Invoicing.** Contractor must submit invoices to the JBE in arrears within thirty (30) days after the end of the month in which the Work was performed but 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. If more than once during any 12-month period, Contractor’s invoice is submitted more than thirty (30) days after the end of the month in which Work is performed, the payment required on subsequent late invoices during that 12-month period shall be reduced as follows:

* The JBE may deduct up to 10% of the payment price for invoices received 30 to 90 days late.
* The JBE may deduct up to 25% of the payment price for invoices received more than 90 days late.
  1. **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. And using the Acceptance and Sign Off Form, Attachment 1.

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.
  2. **Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

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.

END APPENDIX

**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.
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 Public Contract Code section 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 Public Contract Code sections 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
   12. 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.
   13. **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**

**3.1 Basic Coverage.** Contractor shall provide and maintain at the JBE’s discretion and Contractor’s expense the following insurance during the Term:

* + 1. *Commercial General Liability.*The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.
    2. *Workers Compensation and Employer’s Liability.*The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of $1,000,000 per accident or disease.
    3. *Automobile Liability.*This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.
    4. *Professional Liability.*This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of Services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
  1. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
  2. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
  3. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to the JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
  4. **Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers,
  5. executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
  6. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE.
  7. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
  8. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
  9. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
  10. **Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

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.** The JBE may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term).
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. **Subcontracting.**  Contractor will not engage a Subcontractor to perform any portion of the Services, without the express prior written consent of the Judicial Council. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Any agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.

If requested by the Judicial Council, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. If requested by the Judicial Council, Contractor shall provide copies to the Judicial Council of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The Judicial Council’s approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

1. **Assignment.** Contractor may not assign 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 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.
2. **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) Public Contract Code section 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) Public Contract Code section 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.

* 1. **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 Public Contract Code section 10353.
  2. **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 Public Contract Code section 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 Public Contract Code section 2203(c).
  3. **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.
  4. **Recycling.** *If this Agreement provides for the purchase or use of goods specified in Public Contract Code section 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 Public Contract Code section 12200, in such goods regardless of whether the goods meet the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
  5. **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 Public Contract Code section 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.
  6. **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.

* 1. **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.
  2. **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.
  3. **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.
  4. **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.
  5. **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.
  6. **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.
  7. **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.

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.

* 1. **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.
  2. **Ownership of Deliverables.** 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. Within 60 days of termination or expiration of this Agreement, Contractor shall produce to the Judicial Council all Deliverables, partially-completed Deliverables, related work product, and all other materials developed pursuant to the obligations under this Agreement.
  3. **Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
  4. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs 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.
  5. **Dispute Resolution.** The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE’s Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

**12.9.1 Escalation.**

**A.** If a dispute remains unresolved either party may give Notice requesting each party’s chief executive officer (“CEO”) or designated representative to meet, exchange information, and attempt resolution within fifteen days of receipt of the Notice.

**B.** If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;

b) identify the specific provisions in this Agreement on which any demand is based;

c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) attach a declaration that the demand is made in good faith, the supporting Data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

**C.** Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

**12.9.2.** **Confidentiality During Dispute Resolution.** All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

**12.9.3.**  **Continued Performance of Work.** Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Services, including Services associated with the dispute, unless otherwise directed by the JBE. Contractor’s failure to diligently proceed in accordance with the JBE’s instructions will be considered a material breach of the Agreement.

* 1. **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.
  2. **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.
  3. **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.
  4. **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.
  5. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
  6. **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.
  7. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
  8. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

END APPENDIX

APPENDIX D

Defined Terms

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

1. **“Agreement”** is defined on the Coversheet.
2. **“Contractor”** is defined on the Coversheet.
3. **“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.
4. **“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 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.
5. **“Contract Amount”** is defined on the Coversheet.
6. **“Coversheet”** refers to the first page of this Agreement.
7. **“Deliverables”** is defined in Appendix A.
8. **“Effective Date”** is defined on the Coversheet.
9. **“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.
10. **“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.
11. **“JBE” is defined on the Coversheet.**
12. **“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.
13. **“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
14. **“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.
15. **“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the JBE.
16. **“Services”** is defined in Appendix A.
17. **“Stop Work Order”** is defined in Appendix B.
18. **Term”** comprises the Initial Term and any Option Terms.   
     **END APPENDIX**

APPENDIX E

ATTACHMENTS

1. Attachment 1: Acceptance and Sign Off Form
2. Attachment 2: UNRUH California Fair Employment and Housing Act Certification
3. Attachment 3: DARFUR Certification
4. Attachment 4: Iran Contracting Act Certification

**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.

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

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

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

Please note level of satisfaction:

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

Comments, if any:

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

[ ] The Services or Deliverables listed above are accepted.

[ ] The Services or Deliverables listed above are rejected.

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

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

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

**END OF ATTACHMENT**

ATTACHMENT 2

**UNRUH CIVIL RIGHTS ACT AND**

**CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code 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 \_\_\_\_\_\_\_\_\_\_\_\_* | |

**END OF ATTACHMENT**

ATTACHMENT 3

darfur contracting act certification

Pursuant to Public Contract Code section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States,

it must either (i) certify that it is not a “scrutinized company” as defined in Public Contract Code section10476, or (ii) receive written permission from the JBE to submit a proposal.

To submit a proposal to the JBE, the proposer must insert its company name and Federal ID Number below and complete ONLY ONE of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box and complete the certification for paragraph 3.

|  |  |
| --- | --- |
| Company Name (Printed) | Federal ID Number |
| Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below) | |

🞏 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

🞏 2. We are a “scrutinized company” as defined in Public Contract Code section 10476, but we have received written permission from the JBE to submit a proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from the JBE is included with our proposal.

OR

🞏 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a “scrutinized company” as defined in Public Contract Code section 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

|  |  |  |
| --- | --- | --- |
| Company 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 \_\_\_\_\_\_\_\_\_\_\_\_ | |

**END OF ATTACHMENT**

ATTACHMENT 4

IRAN contracting act certification

Pursuant to Public Contract Code section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the JBE, you must complete ONLY ONE of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

🞏 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

🞏 2. We have received written permission from the JBE to submit a bid pursuant to Public Contract Code section2203(c) or (d). A copy of the written permission from the JBE is included with our bid.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

|  |  |  |
| --- | --- | --- |
| Company 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 \_\_\_\_\_\_\_\_\_\_\_\_ | |

**END OF ATTACHMENT**

**EXHIBITS**

Exhibit 1: Interpreter Testing Desk Reference Manual.

Exhibit 2: ACTFL Proficiency Guidelines 2012

Exhibit 3: Court Interpreter Oral Examination Overview