

**ATTACHMENT 2  
CONTRACT TERMS**

**EXHIBIT C - PAYMENT PROVISIONS**

**1. CONTRACT AMOUNT**

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in *Attachment 2 Contract Terms, Exhibit D - Work to be Performed*, and allowable expenses, shall be the actual cost not to exceed the Contract Amount of **\$TBD**, as set forth in this *Attachment 2*.
  
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State’s acceptance of the Contractor’s proposal and price does not (i) imply that the State approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

**2. COMPENSATION FOR CONTRACT WORK**

- A. For performing the Work of this Agreement, as set forth in *Attachment 2 Contract Terms, Exhibit D - Work to be Performed*, the State shall compensate the Contractor at the rate(s) set forth in Table 1, below, not to exceed the amount per Deliverable nor the due date per Deliverable, as set forth in Table 2, below.

**Table 1: Contract Hourly Rates for Each of Contractor’s Key Personnel and Other Personnel / Job Functions**

<b>Key Personnel</b>	<b>Hourly Rate</b>
1.A TBD	TBD
1.B TBD	
1.C TBD	
1.D TBD	
<b>Other Personnel / Job Functions</b>	<b>Hourly Rate</b>
2.A TBD	TBD
2.B TBD	
2.C TBD	

**Table 2: Not to Exceed Amount and Due Date per Deliverable**

<b>Deliverable</b>	<b>Due Date</b>	<b>Not to Exceed Amount</b>
<p><b>First Deliverable:</b>  Develop, submit and initiate execution a recruitment plan for the California Drug Court Cost Study DC-CSET Statewide Launch. Recruitment plan should include target number of courts, number of anticipated contacts with the court and proposed venues that will be used for outreach (e.g. Drug court coordinators email list, etc.)</p>	<b>Dec. 31, 2007</b>	<b>TBD</b>
<p><b>Second Deliverable:</b>  Develop and submit a training plan, training agenda and supporting materials for the California Drug Court Cost Study DC-CSET</p>	<b>Feb. 29, 2008</b>	<b>TBD</b>
<p><b>Third Deliverable:</b>  Contractor shall submit in writing an interim progress report that documents the training activities to date. The Contractor’s written materials must be consistent with the AOC Style Guide and the California Style Manual standards for internal and external written communications are to be delivered in print format</p>	<b>June 30, 2008</b>	<b>TBD</b>
<p><b>Fourth Deliverable:</b>  Submit in writing a final report that documents the recruitment and training activities. Report should include lists and contact information for the courts recruited and trained for the project and should document all other training and recruitment activities. Report also should include any supplemental training activities developed for the training.</p>	<b>Oct. 31, 2008</b>	<b>TBD</b>
<p><b>Fifth Deliverable</b>  Develop and submit supplemental curriculum materials for DUI Courts in Schools for grades 7-12 to include, among many topics, the effects of drugs on the brain and body. Supplemental materials must be aligned with California’s education standards.</p>	<b>Apr. 30, 2008</b>	<b>TBD</b>
<p><b>Sixth Deliverable</b>  Develop and submit a review and critique of the DUI Court in Schools “How to Manual” and curriculum, developed by an AOC Education Specialist. Critique and review curriculum and manual for readability and consistency. Review curriculum for alignment with California Education standards.</p> <p>Submit in writing an interim report on <b>March 30, 2008</b> curriculum alignment with the standards. (progress payment)</p> <p>Consultant will attend training for courts implementing the DUI Courts in Schools project <b>January 17-18, 2008</b> in San Francisco.</p>	<b>June 30, 2008</b>	<b>TBD</b>

- B. Except for the allowable expenses, as further addressed in paragraph 3 of this *Attachment 2 Contract Terms, Exhibit C – Payment Provisions*, the rate(s) set forth in this provision shall be inclusive of all costs, benefits, expenses, fees, overhead, markups, and profits payable to the Contractor for services rendered to the State.
- C. The Contractor shall not charge nor shall the State pay any overtime rate.
- D. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- E. The total actual cost which the State may reimburse the Contractor, pursuant to this paragraph, shall not exceed **\$TBD**.

### 3. **COMPENSATION FOR ALLOWABLE EXPENSES**

- A. The State shall reimburse the Contractor for the following transportation, meals, and lodging expenses.
  - i. The State shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required performing the Work of this Agreement.
  - ii. The Contractor shall submit a written travel plan to the Project Manager *prior to incurring any travel expenses*, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required.
  - iii. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
  - iv. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax and/or energy surcharge.
  - v. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.485** cents per mile.

vi. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.

vii. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed **\$TBD**.

viii. The cost of overnight or courier mail service is ineligible for reimbursement under the Highway Traffic Safety Program.

#### **4. DIRECT EXPENSES**

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

#### **5. OTHER EXPENSES**

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

#### **6. TAXES**

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

#### **7. METHOD OF PAYMENT**

A. The Contractor shall submit an invoice for Work provided, as set forth in *Attachment 2 - Contract Terms, Exhibit D - Work to be Performed*. In no event shall the Contractor bill the State more often than once during any month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

- i. The Contract number;
- ii. An unique invoice number;
- iii. The Contractor's name and address;
- iv. The taxpayer identification number;

- v. A description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
- vi. The dates and hours worked;
- vii. The appropriate contractual billing rate(s), including rate(s) for allowable expenses, as set forth herein; and
- viii. A preferred remittance address, if different from the mailing address.

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

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

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

## **8. DISALLOWANCE**

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