

STANDARD AGREEMENT —

STD. 2 (REV.5-91)

Contract Number	Amendment Number
Federal Employer ID Number	

THIS AGREEMENT, made and entered into this ____th day of _____, 2009 (“Effective Date”), in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Senior Manager, Business Services	ENTITY Judicial Council of California Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102	, hereafter called the State and
CONTRACTOR'S NAME		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and deliverables as specified in Exhibit D.

Incorporated into this Agreement herewith, and attached hereto, are the following Contract Documents: (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; and (4) Exhibit D, Work to be Performed. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: Exhibit A, Exhibit B, Exhibit C, and Exhibit D. Any Amendments, starting with the most recent, shall take precedence over the existing Contract Documents.

The Contractor will provide the AOC with hosted call center telecommunications Servicers, as further specified in Exhibit D.

The maximum amount that the State may pay to the Contractor under this Agreement shall not exceed \$_____.

This Agreement shall be effective upon the Effective Date and shall, unless otherwise extended or terminated as specified herein, expire upon _____. (+ 2 years)

Except as expressly provided in the Agreement, no liability shall attach to the State by reason of entering into this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR				
ENTITY Judicial Council of California, Administrative Office of the Courts		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.)				
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷				
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Senior Manager Business Services		ADDRESS Attn:				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	PROGRAM/CATEGORY (CODE AND TITLE) County of Los Angeles, New Santa Clarita Court Site Acquisition	FUND TITLE Court Facilities Architectural Revolving Fund (CFARF)	<i>Department of General Services Use Only</i> EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE)					
TOTAL AMOUNT ENCUMBERED TO DATE \$0.00	ITEM	CHAPTER			STATUTE	FISCAL YR
OBJECT OF EXPENDITURE (CODE AND TITLE)						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE				

CONTRACTOR STATE ENTITY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:

- (a) the Contractor's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the professional Services provided under the terms of this Agreement
- (b) the Contractor's breach of its obligations under this Agreement,
- (c) the Contractor's violation of any applicable law, rule, or regulation, and
- (d) a claim from or lawsuit by a third party, contractor, subcontractor, supplier, or worker, or any other person, firm, or corporation, (i) furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Agreement, or (ii) who may be injured or damaged by the Contractor or its agents or employees arising from, related to, or in connection with, the Contractor's performance of this Agreement.

This paragraph does not require the Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.

2. Relationship of Parties

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

3. Termination for Cause

The AOC may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the material provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the AOC may proceed with the Work in any manner it deems proper. The cost to the AOC to

perform this Agreement shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the AOC, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to Contractor under this Agreement shall in no event exceed the total amount encumbered to date on the face of this Agreement. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit "C" of this Agreement. The State's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, efforts, materials, costs and expenses incurred in the performance of this Agreement.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

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

- A. "**Administrative Director**" refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the AOC.
- B. "**Amendment**" means a written document issued by the AOC and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**AOC**" refers to the Judicial Council of California / Administrative Office of the Courts, a State entity chartered under the Judicial Branch of the government of the State of California, which has all authority necessary to act on behalf of and to bind the State with regards to this Agreement.
- D. "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State's business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. "**Contract**" means and includes the documents ("**Contract Documents**") explicitly named on the face of the executed State Standard Agreement Form signed to enter into this Agreement as well as any other documents explicitly referred to therein and constitutes the entire integrated agreement between the State and the Contractor. The term Agreement ("**Agreement**") may be used interchangeably to refer to the Contract.
- F. "**Contract Amount**" means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- G. The "**Contractor**" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the AOC to provide the Services specified in this Agreement. The Contractor is one of the parties to this Agreement.

- H. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. **“Day”** means calendar day, unless otherwise specified.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. **“Key Personnel”** refers to any of Contractor’s personnel explicitly named in Exhibit D, Contractor’s Key Personnel, whom the AOC has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in Exhibit D. Roles of Key Personnel are set forth in Exhibit D, Work to be Performed.
- L. **“Material”** means all types of tangible property, including but not limited to goods, reports, supplies, equipment, commodities, and information and telecommunication technology.
- M. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- N. **“Project”** refers to all activities taken or be undertaken as a result of this Agreement including activity of the Contractor, its Subcontractors, the State and/or the State’s representatives.
- O. **“Service(s)”** refers to the action(s), labor, or effort(s) provided or that shall be provided by the Contractor in fulfillment of Contractor’s obligations under this Agreement, as further elaborated in Exhibit D and this Agreement. Services may be

grouped to include Tasks, and may result in the provision of Deliverables as further specified in this Agreement.

- P. The “**State**” refers to the State of California.
- Q. “**State Standard Agreement Form**” means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
- R. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of this Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and material men.
- S. “**Task(s)**” means one or more Services, if specified in the Contract Documents, to be performed by the Contractor.
- T. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor. A Third Party is not a party to this Agreement.

2. Manner of Performance of Work

The Contractor shall provide all Services and Deliverables specified in these Contract Documents to the AOC's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

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

4. Services Warranty

- A. Contractor warrants and represents that each of its employees, Subcontractors, independent contractors or agents assigned to perform any Services or provide any technical assistance in planning, development, training, consulting or related Services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner and shall have all appropriate required licenses and credentials in the specified area(s) of competence required under the applicable law. If the possession of a license is mandated by law for the performance of a Service, Contractor warrants and represents that that Service will be performed by or under the direct supervision of such licensed individuals.

Contractor further warrants that the Services provided hereunder will conform to the requirements of this Agreement.

- B. Contractor warrants that the Services to be provided hereunder will conform to the requirements of this Agreement. This warranty shall begin upon the date of the State's payment for the Services provided and shall extend for a period of 180 Days thereafter ("Warranty Period"). If the AOC identifies defect(s) in the Services provided during the Warranty Period, the State shall notify the Contractor in writing, citing the defect, and Contractor shall either, at the option of the AOC, reperform the Services, perform additional similar Services for an additional period at no cost, or otherwise remedy the defect to the satisfaction of the State. Contractor shall (unless a longer period is agreed to in writing with the State's Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the State be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services.
- C. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the Services provided hereunder.
- D. If agreement cannot be reached between the AOC's Project Manager and the Contractor as to the acceptability of the Service(s) a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Service(s) to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the AOC will notify the Contractor in writing of such action and the reason(s) for so doing and the AOC may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

5. Copyrights and Rights in Data, Material, and Deliverables

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

6. Ownership of Results

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

The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data or Materials. The Contractor shall not publish or

reproduce such Data or Materials in whole, or part, or any manner or form, or authorize others to do so without the written consent of the AOC.

7. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the existence of this Agreement or the Contractor's provision of Service(s) and/or Deliverable(s) under this Agreement without prior review and written permission by the AOC Office of Communications.

8. Agreement Term

The initial term ("Initial Term") of this Agreement shall commence and expire as specified on the face of the State Standard Agreement Form signed to enter into this Agreement.

This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to Agreement approval shall be done so at the Contractor's own risk; notice to proceed shall not be official until this Agreement is fully executed.

9. Termination Other Than for Cause

A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the AOC may terminate this Agreement at any time upon providing the Contractor with written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all Services affected unless the Notice specifies otherwise.

B. IF THE STATE TERMINATES THIS AGREEMENT OTHER THAN FOR CAUSE PURSUANT TO THIS SECTION 11 A., THE CONTRACTOR AND THE STATE AGREE THAT THE SOLE OBLIGATION OF THE STATE SHALL BE TO PAY THE CONTRACTOR FOR ALL CONFORMING SERVICES ALREADY PROVIDED, AND THE CONTRACTOR WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST THE STATE.

10. Agreement Administration/Communication

A. Under this Agreement, the AOC's Project Manager named below, shall monitor and evaluate the Contractor's performance. All requests and communications about the Services to be provided under this Agreement shall be made through the AOC Project Manager and conformance of the Services to the requirements of this Agreement shall only be judged by AOC's Project Manager. Any notice ("Notice") required of the Contractor under this Agreement by the State shall be in writing and shall be delivered to the AOC's Project Manager as follows:

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management

Phone No. _____

With a copy to:

Mr. Grant Walker
Senior Manager, Business Services
Administrative Office of the Courts
455 Golden Gate Ave., Floor 7
San Francisco, CA 94102

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

Phone No. _____

11. Subcontracting

The Contractor shall not subcontract this Agreement or the Services to be provided under this Agreement, unless the AOC agrees to the subcontracting in writing in the form of an Amendment to this Agreement. Any currently authorized Subcontractors are specified in Exhibit D. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

12. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager, and must be authorized as provided for as follows. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to this Agreement shall be authorized via bilateral execution of a written State Standard Agreement Form similar to that used to enter into this Agreement.

13. Accounting System Requirement

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

14. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

15. Audit

The Contractor shall permit the authorized representative of the AOC or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the AOC under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

16. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability with limits not less than **\$500,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$2,000,000.00** for each occurrence, and will include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds with the same coverage as the principal insured as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the AOC certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the AOC's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office

of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

17. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, other third party representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor to whom such information is disclosed shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

18. Conflict of Interest

- A. Contractor shall ensure that it shall not involve any third party organization in which it has or will have a financial interest in any activities undertaken in relation to this Agreement that involve the use or disposition of State funds.
- B. Contractor shall ensure that its employees, Subcontractors or agents providing the Services contemplated hereunder or otherwise involved in any activities undertaken in relation to this Agreement shall not involve any of the before identified entities partner(s), family(ilies)or personal organization(s) if said entity has or will have a financial interest in the use or disposition of State funds.
- C. Contractor ensures and shall ensure that its employees, Subcontractors, and agents shall avoid actions resulting in or creating the/an appearance (1) of the use of their relationship with the State that results from this Agreement for any private gain or in any other manner unsanctioned by the State; (2) of any preferential treatment to any particular person or organization involved in any activities undertaken in relation to this Agreement; (3) of any loss of independence or impartiality of the State, the AOC, the Court(s), or the Contractor; (4) that any decision made as part of any activities undertaken in relation to this Agreement is / was /or will be made outside official channels; or (5) that may adversely affect the confidence of the public in the

integrity of the State, the AOC, the Court(s), and or their respective employees or other agents involved in any activities undertaken in relation to this Agreement.

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

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

19. Covenant Against Gratuities

- A. Contractor warrants that neither Contractor itself nor any of its employees, Subcontractors or agents have provided or shall at any time provide any gratuity, in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the AOC or of the Court for the purpose of securing or having secured this Agreement for Contractor.
- B. For breach or violation of the aforesaid warranty, the AOC will have the right to terminate the Contract, and any loss or damage sustained by the State in procuring, on the open market, the Services which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

21. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

22. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation.

The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

23. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

24. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California without regard to its choice of law provisions. The parties agree that this agreement is made and will be performed in California.

25. Severability

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

26. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

27. Signature Authority

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

28. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

29. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT

**EXHIBIT C
PAYMENT PROVISIONS**

1. Compensation

- A. The maximum amount of money (the “Commission”) the State may pay to the Contractor under this Agreement for performing and/or providing the Services set forth in Exhibit D, Work to be Performed, shall be in an amount not to exceed the total amount encumbered to date and specified on the State Standard Agreement Form signed to enter into this Agreement.
- B. The State shall reimburse the Contractor according to the prices established in this Exhibit C, but in any event not to exceed the maximum amount set forth in paragraph A above.
- C. An event of default shall not occur if the AOC is unable to make any payment due hereunder as a result of the State of California’s failure to timely approve and adopt a State budget. If the AOC fails to pay make any payment due as a result of the State of California’s failure to timely approve and adopt a State budget, the AOC shall promptly make any payments due and unpaid upon approval and adoption of the State budget

2. Expenses

The State shall not provide reimbursement for any expenses incurred by Contractor in the course of providing the Services and or Deliverables.

3. 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 and/or Deliverables provided pursuant to this Agreement.

4. Method of Payment

- A. Contractor shall, following the close of a calendar month, submit an invoices for all Services actually provided in that previous month. Contractor’s invoice shall break down the Services billed in accordance with the structure of the pricing given in this Exhibit C, and provide a grand total for all Services provided. Contractor’s invoice shall also provide (a) the total amount encumbered under this Agreement and the total amount expended under this Agreement as of the invoice being presented.
- B. Upon receipt of invoice, the AOC 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.

C. Contractor's invoice shall clearly indicate the following:

- i. the Contract number (given on the first page of this Agreement);
- ii. a unique invoice number;
- iii. the Contractor's name and address;
- iv. Contractor's taxpayer identification (federal tax identification number);
- v. narrative description of the Services provided broken down as specified in Exhibit C, 4A above;
- vi. the calculations and resultant total amount owed;
- vii. the total amount encumbered under this Agreement and the total amount expended under this Agreement as of the invoice being presented ; and
- viii. the preferred remittance address, if different from the mailing address.

D. The Contractor shall submit one (1) original of the invoice and one (1) copy of the invoice to:

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

With an additional copy to the AOC's Project Manager.

E. The State will make payment in arrears within sixty (60) days after the date of receipt of (1) the Contractor's properly completed .

F. Any invoice presented for payment this is not provided on a printed bill head must bear the original signature of the authorized officer of the Contractor.

5. Disallowance

If the Contractor claims or receives any payment from the State under this Agreement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the AOC's request.

6. Prices:

Description of Service	Price Submitted Years 1 & 2	Unit of Measure
------------------------	-----------------------------------	-----------------

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Contact Center Services	
IVR Services	/Per Month
ACD Services	/Per Month
Queuing & Related Services	/Per Month
Agent & Supervisor Connectivity/Application Software	/Per Month
Technical Support	/Per Month
Call Center Reports	/Per Month
100% Recording	/Per Month
Chat via IM and Email	/Per Month
eFax Service	/Per Month
Training	/Per Agent
Installation	
Complete Agent Set Up	/Per Agent
Initial IVR Programming/Testing	/Per Unit
Additional Services	
Toll Free rate	/Per Minute usage
Outbound Long Distance rate	/Per Minute usage
Add New IVR creation	/Per New IVR
Add new DID sourced	/Per Month
Inbound rate	/Per Minute usage
Network Access Fee	/Per Account
Toll Free service charge rate	/Per Number

END OF EXHIBIT

EXHIBIT D
WORK TO BE PERFORMED

A. Contractor Responsibilities:

Contractor shall provide the following Services:

- Interactive Voice Response
- Automatic Call Distribution
- Voice Mail
- Queuing and Related Services
- Agent & Supervisor Connectivity/Application Software
- Service Level
- Security / Reporting
- Technical Support
- Agent, Supervisor & Maintenance Training
- Implementation Scheduling

Interactive Voice Response (IVR)

Provide IVR services (routing tree setup, programming, & implementation) to allow all callers to choose a desired path to either listen to information or input information for an output – example, “For Facility related emergencies”. The IVR service also includes standard, seasonal or event driven greetings and announcements (where the Customer would like to prompt callers with a special greeting that notifies the caller of a particular event, such as a service outage, product recall, moving etc...) along the IVR routing tree.

a) Customer Premises Equipment Integration. Contractor can integrate with legacy PBX equipment with some inherent IVR capabilities at certain locations, and possibly can be included with overall IVR planning, depending on complexity of request.

b) Complex IVR. Complex IVR project programming, such as e-commerce, and multi-query database Input/Output processing, can be provided by the Contractor

Automatic Call Distribution (ACD)

Contractor can provide call distribution to all desired end users on the basis of least number of caller connections, round robin or skill based routing.

a) Customer Premises Equipment Integration. Contractors can integrate with legacy PBX equipment with ACD capabilities at certain locations, and possibly can be included with overall ACD planning – example, Contractor can be used as an overflow to route callers to a remote or home agent, when corporate ACD is fully employed or under a certain event, such as call spikes, after hours or disaster recovery.

Voice Mail

Contractor provides voice mailbox(s) feature for callers that deliver such voice messages to the Customer from Contractor via email access. Any and all voice mails left for the Customer by callers (could be at any point in the IVR caller routing options) will be transformed into a .WAV format and immediately sent to a Customer defined predetermined

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email address. Received and sent voice mail messages will be archived by the Contractor for 48 hours upon receipt. Contractor would also be able to simulate corporate voice mail systems.

Queuing & Related

Contractor provides the service of queuing callers, announce greetings, and place on hold until an agent becomes available or given the option to leave a message after the Customer Service Center (CSC) defined threshold. The CSC and Contractor will define queue definitions, queue routing and other related activities in joint implementation planning session(s). All queue setup, installation and testing will be performed by the Contractor.

a) Music On Hold / Commercial On Hold. Contractor will support CSC supplied MOH/COH content.

Agent & Supervisor Connectivity/Application Software

Contractor will provide agent, supervisors and monitors connectivity to callers from any pre-specified location including the office, remote offices or agent residence. Any number of agents, supervisors and monitors can share one or more hosted call center "seat" – usage is based on number of concurrent seats used at any one point.

a) Long Distance. Unless otherwise stated in "Services Agreement", any and all long distance charges incurred by the Contractor that is processed by the Contractor for remote agent/supervisor connectivity will be charged back to the CSC at the agreed upon rate with no administration charges.

b) Contractor will provide the CSC with connectivity requirements for remote agent/supervisor connectivity including home agent connectivity.

c) Telephone. Any regular analog or digital telephone that is connected to the Public Switched Telephone Network - PBX extensions will be supported by the Contractor, as well as DID or direct connections.

d) Contractor will support System Requirements. *Agent/Supervisor Workstation: Minimum Recommended:

- Pentium III, 500Mhz +
- 128 MB RAM
- 8 Giga bytes HD
- Operating system W98, NT4, WME, W2K, WXP
- Microsoft .Net Framework 2.0

Service Level

Contractor will be available to agents, supervisors and callers on a 24/7/365 basis based upon a agreed upon Service Level Agreement. Contractor system maintenance will be performed without service interruptions due to multiple redundant nodes.

Security and Reporting

i) Contractor should be protected by firewall access and multi-layer login definitions. Contractor facility should be protected by 24/7/365 security guard access, power back up, surge suppressors, redundant switching fabrics and building contingencies for fire/water disasters.

ii) CSC Firewall. Contractor will work with CSC installation that may require some configuration modifications to allow for each parties connectivity. Service Provider will allow firewall configuration for CSC to use bluecoat proxy servers with no configuration issues, outbound traffic on port 57000 and proxied traffic is on 8080 internally.

c) Contractor will provide real time reporting through use of the supervisor application,

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- ii) Contractor will provide summary Reporting on caller/agent metrics (end of day/week/month; time/date range; by agent/agent group etc).
- iii) Report Engines. Contractor will also export Call Detail Records to CSC if desired.

Technical Support

Contractor will provide a technical support phone number to Customer administration personnel. Contractor will respond in the following manner:

- a) Phone & Remote Service. Contractor will first respond to Customer service requests via phone or remote administration. These kinds of service calls are at no charge to the CSC and the CSC can make unlimited amount of service requests. Technical support team is available on live 24/7.

Agent, Supervisor & Maintenance Training

Contractor will provide all application training for agents and supervisors. Service Provider will provide training during installation as part of the implementation plan.

Implementation Schedule

Contractor will provide an implementation schedule to the CSC pre and post appropriate post-RFP implementation meeting(s) are held to determine best timing for all parties.

Implementation will include:

- a) Schedule implementation meeting(s)
- b) Determine current call flow
- c) Determine Customer desired call flow
- d) Identify any special requirements or projects outside the Contractor offering
- e) Fulfill any special requirement at appropriate time
- f) Record greetings/announcements
- g) Schedule training
- h) Perform agent/supervisor application installation and log-in definitions
- i) Perform testing
- j) Forward appropriate Customer call centre access telephone numbers
- k) Go live

END OF EXHIBIT

END OF AGREEMENT