

MASTER AGREEMENT [rev July 2018]

AGREEMENT
MA-SF201804

1. In this Master Agreement ("Agreement"), the term "Contractor" refers to **Artizen, Inc.**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a "Participating Entity" (collectively, "Participating Entities"). The Establishing JBE and the Participating Entities are collectively referred to as "JBEs" and individually as "JBE").

2. This Agreement is effective as of **June 17, 2019** ("Effective Date") and expires on **June 23, 2020** ("Expiration Date"). This Agreement includes one or more option terms to extend through **June 23, 2022**.

3. The title of this Agreement is: **Master Agreement for Temporary Staffing Services**.
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, **RFP-HR-2019-03-LB (the 'RFP')** and **Contractor's RFP Responses and Submission Forms**, and any attachments, and 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. Any and all authorized Work Orders are hereby incorporated by reference. If there are any inconsistent terms in the appendixes, Work Orders, or the RFP, the following is the descending order of precedence: A, B, C, D, E, F, G, H, I, Work Orders, RFP, RFP Responses and Submission Forms.

Appendix A – Goods and Services	Appendix F – Contractor's Key Staff
Appendix B – Payment Provisions	Appendix G – Forms and Templates
Appendix C – General Provisions	Appendix H – Participating Addendum
Appendix D – Defined Terms	Appendix I – Unruh Civil Rights Act and FEHA Certification
Appendix E - Classifications	

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA BY (Authorized Signature)  PRINTED NAME AND TITLE OF PERSON SIGNING Brian Walsh, Supervisor, Contracts DATE EXECUTED JUN 13 2019 ADDRESS Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> ARTIZEN, INC. BY (Authorized Signature)  PRINTED NAME AND TITLE OF PERSON SIGNING Rosanna Hayden - CEO DATE EXECUTED 6/12/19 ADDRESS Attn: Pietro Obert, Account Representative 101 Golf Course Drive, Suite 300 Rohnert Park, CA 94928

APPENDIX A

Services

1. Background, Purpose, and Ordering.

- 1.1 The Human Resources office provides a full range of human resources services to the Judicial Council management and officers, to the nine (9) appellate courts, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP). Human Resources is responsible for tracking and reporting temporary staffing needs throughout the Judicial Council.
- 1.2 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the Judicial Council and Participating JBEs. "Work" shall mean the Services and Deliverables as further described in Sections 2 and 3 below. This Agreement does not obligate the Judicial Council or a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.3 The Judicial Council and each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix H to this Agreement ("Participating Addendum"). Pricing for Work shall not exceed the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.4 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.
- 1.5 Under a Participating Addendum, the JBE may at its option place orders for Services using a Work Order form, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided

for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

- 1.6 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.7 This Agreement is a nonexclusive agreement. The Judicial Council and each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by the Judicial Council or a JBE to provide the Work.

1.8 Ordering

- The Judicial Council or Participating JBEs may place individual Orders for temporary staffing services pursuant to this Master Agreement. Orders may vary in form and format, but may include a Work Order or Work Orders associated with a purchase order, which will reference this Master Agreement and shall state that the terms and conditions of this Master Agreement are applicable to the Order.
- Orders will be shared with contractors that have bid pricing for the classification (job title) in the work order to allow the contractor(s) to source potential temporary staff. If only one contractor has bid pricing for a particular classification, the work order is awarded to that contractor to immediately attempt to find appropriate temporary staff. When more than one contractor is working to source temporary staff on a specific work order, the hiring manager will review resumes submitted by the contractors and conduct interviews to select the final candidate. The contractor that submitted the chosen candidate for review will be awarded the work order and will work directly with the Order Project Manager to fill the temporary staffing request.
- Contractor will submit resumes for consideration for the approved work order to include the proposed Salary Rate and proposed Billing Rate for that individual, not to exceed the approved Classification Pricing Schedule in Attachment 1 to Appendix B.

- The Judicial Council or a JBE placing an Order will be responsible for receipt and acceptance of services ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.
- Any Order authorized by the Judicial Council or a Participating JBE constitutes and will be construed as a separate agreement between Contractor and the Judicial Council or that Participating JBE for purchase and payment of the work, subject to the following limitation: any additional or supplemental terms contained in the Order or in any invoice or confirmation of the Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to an Order will not be deemed part of such agreement.
- The Judicial Council or individual Participating JBE will be responsible for the receipt and acceptance of all work which the Judicial Council or that Participating JBE orders from the Contractor and the Judicial Council or the individual Participating JBE will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.
- The Judicial Council or each JBE authorizing an Order will include the name, address, and email of the Judicial Council's or Participating JBE's contact person in the Order ("Order Project Manager").
- After an Order has been issued to the Contractor by the Judicial Council or a Participating JBE, the Contractor shall provide the Judicial Council or that Participating JBE with acknowledgement of the Order, within one (1) business day of receipt. The acknowledgement shall be submitted by facsimile or email. The Order is not binding until the Contractor provides acknowledgement of the Order to the Judicial Council or the Participating JBE authorizing the Order.
- Neither the Judicial Council nor any JBE guarantees that the Contractor will receive a specific volume of work, a specific total Order Amount, or a specific total dollar amount under this Master Agreement. Additionally, there will be no limit on the number of Orders any JBE may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum or maximum value of individual Orders.

2. Goods [NOT APPLICABLE]

3. Services.

3.1 Description of Services and Deliverables. As ordered by the Judicial Council and each JBE under a Participating Addendum, Contractor shall perform the following services ("Services" and "Deliverables") for the JBEs:

A. General Description of Work

The description below generally illustrates the potential services that the Contractor may be asked to provide under this Master Agreement.

1. Pursuant to Orders issued under this Master Agreement, perform temporary staffing agency services throughout the term(s) of the Master Agreement, in accordance with Appendix C, General Provisions, paragraph 5, Option Term.
2. Staff temporary job openings, on request and in the requested time frame, with individuals who possess the required qualifications to perform the job to the fullest capacity.
3. The Contractor will use its best efforts to continue providing the Judicial Council with the temporary services of any temporary staff who were providing temporary services through the Judicial Council's previous temporary staffing services provider, just prior to the Effective Date of this Master Agreement, should the need for the continued temporary services exist.
4. Provide regular daily follow-up with the Judicial Council Program Manager or Order Project Manager on temporary positions that have not been filled.
5. If unable to provide qualified candidates through its database by the designated due date stated on an Order, use subcontracted temporary staffing agency firm(s) to provide qualified candidates.
6. Provide and conduct background checks, and past employment references for selected candidates within a reasonable time frame, using Reference Check Template in Appendix G, Form B.
7. Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates, and hours to fulfill for temp-to-hire conversion, if any.
8. Provide ad hoc and detailed monthly temporary staffing reports, which will include at least: name of employee, unit or office in which temporary employee worked, start and end dates (or anticipated end date), billing rate, classification, total regular hours worked, total overtime hours worked, and total amount invoiced.
9. Provide a single point of contact to support the entire account for this Master Agreement, allowing the Judicial Council to interview potential replacements in the event a change of the point of contact is required.
10. Provide all required sexual harassment training, safety practices/training, and any education or training as required by law.
11. Will strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The agency must conform to the provisions of the Immigration Reform

and Control Act of 1986 by verifying the employment eligibility of each person referred to the Judicial Council. When applicable, the agency must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA).

B. Assignment Request

1. An Order Project Manager may call or email the Account Manager to request temporary personnel for an Assignment. Previously approved Classifications are set forth in Appendix E, Classifications.
2. The Judicial Council's or Participating JBE's request will include, but will not be limited to: (i) a description of the type of service or work requested; (ii) the Start Date and End Date for the Assignment; (iii) the Work Location; (iv) the Work Schedule; (v) any certifications that may be required; (vi) the level of expertise and/or education required; and (vii) any special conditions that may apply to the Assignment.
3. The Order Project Manager will forward a draft work order to the Account Manager. Upon the Contractor's receipt of a draft work order from the Order Project Manager, the Account Manager will forward introductions of potential candidates via email to the Order Project Manager.
4. The Order Project Manager may occasionally refer a potential candidate for an Assignment. The Account Manager will (i) interview the candidate; (ii) will process the candidate as an employee of the Contractor or employee of a Subcontractor, as appropriate; and (iii) will submit a response to the Judicial Council's or Participating JBE's request that includes such candidate for consideration of the Assignment.
5. Each candidate to be considered for an Assignment shall be introduced in a separate email containing, at a minimum: (i) candidate's resume; (ii) the Salary Rate or Subcontractor Billing Rate, as applicable; (iii) the appropriate Contractor Mark-up, JBE Referral Mark-up, Subcontractor Mark-up, and/or discount, as applicable; (iv) the Billing Rate; (v) the Classification; and (vi) the applicable Conversion Period.

C. Recruiting, Interviewing and Selection

1. The Contractor will pre-qualify the prospective candidates to determine acceptability and the candidate's ability to meet the requirements of the Assignment, including but not limited to, skill level, flexibility, professionalism, and communication skills.
2. The Contractor will verify the prospective candidates' employment information and references. The Contractor shall conduct personal background checks, including criminal background checks at the county level (e.g., counties of

residence for the last seven years) and at the federal district level (e.g., Federal District Court, Northern California), on all prospective candidates within one week of beginning an Assignment under this Agreement. The actual cost for any background checks will be paid by the Judicial Council or Participating JBE from an Order.

3. The Contractor will inform all prospective candidates of the Contractor's requirements and the prospective candidate's obligations pursuant to the Administrative Requirements, below, if the candidate is selected to provide temporary services to the Judicial Council or participating JBE.

D. Administrative Requirements

The Contractor shall inform all Assigned Personnel that: (i) said Assigned Personnel is not entitled to the provision of any Judicial Council employee benefit, as required in Appendix A, paragraph 3.8, Contractor's And Subcontractor's Personnel Are Not Employees of the Judicial Council or Participating JBEs; and (ii) said Assigned Personnel is bound by the terms and conditions of Appendix C, paragraph 2.4, Conflict of Interest.

E. Use of Approved Subcontractors

1. As set forth in Appendix C, Section 8, the Contractor may utilize Subcontractors for the work of this Master Agreement, provided that the Judicial Council has approved of the use of the proposed Subcontractor. Contractor's Subcontractors will be expected to agree to the terms and conditions of this Master Agreement.
2. All Assigned Personnel that are submitted through an approved Subcontractor will be required to meet the same requirements as Assigned Personnel submitted directly by the Contractor.
3. For Assigned Personnel submitted through approved Subcontractors, Appendix B, Payment Provisions and Schedule 6, addresses applicable Subcontractor Billing Rates and Billing Rates with Subcontractor Mark-up.

F. New Subcontractor and/or New Classification and Rates

1. Upon the Order Project Manager's request and on a case-by-case basis, the Account Manager will provide the following, in writing, to the Judicial Council Program Manager, as applicable: (i) quote a new Salary Rate, or Subcontractor Billing Rate, for a Classification, which is not set forth in Appendix E, Classifications, or (ii) propose a new Subcontractor's name, address, and qualifications, as needed, and quote a new Subcontractor Billing Rate for the applicable Classification, as set forth in Appendix E, Classifications.
2. The parties' agreement of a new Classification and the applicable Salary Rate or

Subcontractor Billing Rate, and Billing Rate with applicable contractual mark-up, will be documented in writing and incorporated into the Agreement via a subsequent Amendment. Prior to the Amendment, but after the new Classification and rates have been agreed upon and documented in writing, the parties may process an Order, as set forth herein, that includes the new Classification and associated rates.

3. The parties' agreement of a new Subcontractor and the applicable Subcontractor Billing Rate, and Billing Rate with Subcontractor Mark-up, will be documented in writing and incorporated into the Master Agreement via a subsequent Amendment. Prior to such Amendment, but after the new Subcontractor and rates have been agreed upon and documented in writing, the parties may process a candidate for an Assignment, as set herein, from the new Subcontractor and associated rates.

G. Authorization of An Order

1. Upon completion of the selection process, in accordance with this Exhibit's paragraph C, Recruiting, Interviewing and Selection, above, the Order Project Manager will notify the Contractor of an order being awarded by forwarding the Order to the Account Manager; thereby providing the Contractor an authorized Order. Order Project Manager will also notify any other Contractors that may have placed potential temporary staff forward for interviewing that were not selected.

H. Termination of Assignment and Conversion

1. Termination of an Assignment is set forth under this paragraph. See Appendix C, General Provisions, Section 7, Termination for other termination provisions.
2. The Contractor is responsible for informing the Assigned Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.
3. If the Assignment is terminated for unsatisfactory performance, the Contractor shall: (i) contact the Assigned Personnel as directed by the Judicial Council or Participating JBE and inform the Assigned Personnel that the Assignment has been terminated; (ii) arrange for next-day pick up of any badge, security card, Material or Data that the Assigned Personnel may have in their possession and its return to the Judicial Council or Participating JBE; and (iii) arrange for pickup of any personal items left at the Judicial Council's or Participating JBE's premises on the following business day and return of such items to the Assigned Personnel.
4. When an Assignment is ended for other than unsatisfactory performance, the Judicial Council or Participating JBE will, if it is reasonably able to do so, provide the Contractor Notice five (5) Days prior to the date of termination. Upon such Notice, the Contractor shall: (i) inform the Assigned Personnel of the date that the

Assignment will terminate; (ii) instruct the Assigned Personnel that any badge, security card, Material or Data that the Assigned Personnel may have in their possession must be returned to the Judicial Council or Participating JBE on the last day of the Assignment; and (iii) request that the Assigned Personnel remove any personal items left at the Judicial Council's or Participating JBE's premises on the last day of the Assignment.

5. An Assignment may be terminated by the Judicial Council or Participating JBE, at no charge to the Judicial Council or Participating JBE, if the Judicial Council or Participating JBE elects to hire the Assigned Personnel as an employee, as allowed, after the Conversion Period, which is after the Assigned Personnel has performed 1040 hours of work for the Judicial Council or Participating JBE. However, the Judicial Council may elect to hire any Assigned Personnel converted from the Judicial Council's prior temporary service provider, during the Initial Term, irrespective of any Conversion Period and at no Conversion Fee.

I. Replacement of Contractor and Assigned Personnel

A. Replacement of Contractor's Personnel (Key Staff)

- i. The Judicial Council has the right to review resumes and interview the Contractor's proposed Key Staff provided to the Judicial Council under this Agreement prior to commencement of the work. If, in the Judicial Council's reasonable opinion, the proposed Key Staff is unsatisfactory or does not meet the Judicial Council's requirements, the Contractor shall submit a different candidate for consideration.
- ii. The Contractor's Key Staff will have the ability and authority to make decisions commensurate with his or her role and level of responsibility regarding the work of this Master Agreement.
- iii. Appendix F, Contractor's Key Staff, includes the individual(s) assigned as the Key Staff at the time of agreement, as well as the corresponding resume(s) that demonstrate pertinent qualifications. Any revision to the individual(s) identified as Key Staff must be approved in writing.
- iv. The Contractor shall use its best efforts to retain the same individuals during the performance of the work of this Master Agreement. If the Contractor's Key Staff become unavailable during the term of this Master Agreement, the Contractor will supply a substitute acceptable to the Judicial Council.
- v. The Judicial Council reserves the right to disapprove the continuing assignment of the Contractor's Key Staff provided to the Judicial Council under this Agreement, if in the Judicial Council's opinion, the performance of the Contractor's Key Staff is unsatisfactory. If the Judicial Council

exercises this right and approves a replacement candidate, the Contractor shall immediately, within a commercially reasonable time, assign the replacement personnel, possessing equivalent or greater experience and skills.

- vi. If the Contractor's Key Staff become unavailable and the Contractor cannot furnish a substitute acceptable to the Judicial Council, the Judicial Council may terminate this Master Agreement for cause pursuant to Appendix C, General Provisions, paragraph 7.

B. Replacement of Assigned Personnel.

- i. If the Judicial Council or a Participating JBE requests that the Contractor remove Assigned Personnel pursuant to paragraph H Termination of Assignment and Conversion, the Judicial Council or Participating JBE may, at its sole option, request that the Contractor provide a replacement candidate or rebid the work to all Contractors. If the Judicial Council or Participating JBE makes such a request, the Contractor shall submit a response to the Judicial Council or Participating JBE's request as soon as practicable. The Contractor's response will include resumes of the qualified candidates. In no event will the Contractor require more than ten (10) business days to submit such a response, unless the parties have agreed to an extended time period.
- ii. If the Contractor identifies a replacement candidate that meets the Judicial Council's or Participating JBE's requirements and the Judicial Council or Participating JBE agrees the Judicial Council or Participating JBE may, at its sole option, either amend the Order to reflect the change in Assigned Personnel or issue a new Order.
- iii. In the event the Judicial Council or Participating JBE does not agree to a replacement candidate and the Contractor is unable to find another suitable candidate for the Judicial Council or Participating JBE, the Judicial Council or Participating JBE may terminate the Order, in accordance with Appendix C, paragraph 7, Termination for Convenience. Upon the effective date of termination of the Order, the Contractor will not be obligated to complete the work of that Order and the Judicial Council or Participating JBE may submit the same or similar work order for bidding from other Contractors.

J. Reports

Upon request, the Contractor will provide, at no charge, detailed staffing reports that will include, at a minimum, the assigned Order Number, expenditures under the Order to-date, the name of the Assigned Personnel, the unit or office in which the individual works or worked, the Hiring Manager and/or Reports To person named on the Order, the original Start Date, the current End Date, Classification, and the applicable Billing Rate.

3.2 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the Judicial Council or JBE may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

i. **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the Work Order.

ii. **Completeness:** Contractor to deliver the Services in a clear and concise manner to accomplish objectives as required by Project Manager.

iii. **Technical Accuracy:** The work is accurate as measured against commonly accepted standards (for instance, a statistical formula, an industry standard or de facto marketplace standard).

3.3 Project Managers. Each JBE may designate a project manager. The Establishing JBE's project manager is: **Maria Rinoza**. A 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: **Pietro Obert**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

3.4 Services Warranty and First Day Guarantee of Assigned Personnel

i. The Contractor warrants and represents that each of its employees, independent contractors or agents, including Key Staff and Assigned Personnel, as well as any Subcontractors and each of its employees, independent contractors or agents, assigned to perform any service, provide work or provide any technical assistance under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the service provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, and any other recipients of the services and work provided hereunder.

ii. The parties agree that the Judicial Council and Participating JBE must be completely satisfied with the performance of the Assigned Personnel. If the Judicial Council or Participating JBE is for any reason not satisfied with the performance of the Assigned Personnel on the first day that the Assigned Personnel reports to perform the work set forth in the applicable Order, the Judicial Council may contact the Contractor via electronic mail,

telephone or facsimile, following up with a Notice within five (5) working days, and the Contractor will remove the Assigned Personnel from the Assignment pursuant to Exhibit E, Description of Services, paragraph 8, Termination of Assignment and Conversion, and credit the Judicial Council all charges and fees for the first day or any portion thereof.

3.5 Resources. Contractor is responsible for providing any and all resources (including personnel and special ergonomic equipment) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

3.6 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

3.7 Stop Work Orders.

A. The Judicial Council and each Participating JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to the Judicial Council or such Participating JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the Judicial Council or Participating JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council or Participating JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The Judicial Council or Participating JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

C. The Judicial Council and Participating JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

3.8 Contractor's And Subcontractor's Personnel Are Not Employees of the Judicial Council or Participating JBEs

A. The Contractor and any Subcontractors, in performance of this Agreement, are acting as independent contractors. Personnel supplied by the Contractor or any Subcontractors, hereunder, are neither the Judicial Council's nor any Participating

JBE's employees, but are the responsibility, to the extent described in this Master Agreement, of the Contractor or Subcontractor, as applicable, in terms of employment, and the payment of compensation, including all federal, state, and local taxes, charges, fees, applicable city ordinances or contributions required to be paid to their employees, including all Assigned Personnel that provide service or perform work hereunder. Neither the Judicial Council nor any Participating JBE shall be responsible for payment of Workers' Compensation, Medicare, medical, social security, disability or other similar benefits provided by Contractor or any Subcontractors, unemployment or other similar insurance or for withholding income or other taxes of any type for any Contractor or Subcontractor employee, including all Assigned Personnel.

- B. The Contractor, or Subcontractor, as applicable, shall require Assigned Personnel to sign an acknowledgement form that specifically states that the Assigned Personnel is an "at will" employee of that Contractor or Subcontractor.
- C. The Contractor shall inform all Assigned Personnel providing temporary services to the Judicial Council or any Participating JBE, pursuant to an Order under this Master Agreement, that they are not entitled to the provision of any California State employee benefit.
- D. If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the employee status of Assigned Personnel providing temporary services pursuant to this Master Agreement, the parties agree that: (i) each shall inform the other party of such inquiry or challenge; and (ii) the Judicial Council or Participating JBE shall have the right to participate in any discussion or negotiation occurring with the federal or state agency, without regard to who initiated such discussions or negotiations. In the event the federal or state agency concludes that an employee-employer relationship does not exist between the Assigned Personnel and the Contractor or Subcontractor, as the case may be, the Judicial Council or Participating JBE or the Contractor may terminate the Order immediately upon written Notice.

3.9 Temporary Services/Temporary Leasing Employer Status

- A. Upon execution of this Master Agreement, the Contractor represents and warrants that it is a "temporary services employer" and/or an "employee leasing employer," as defined in Section 606.5 of the California Unemployment Insurance Code, and that it performs ALL of the following functions in connection therewith:
 - i. Negotiates with clients or customers for such matters as time, place, type of work, working conditions, quality, and price of the services;
 - ii. Determines assignments or reassignments of workers, even though workers retain the right to refuse specific assignments;
 - iii. Retains the authority to assign or reassign a worker to other clients or customers when a worker is determined unacceptable by a specific client or customer;
 - iv. Assigns or reassigns the worker to perform services for a client or customer;
 - v. Sets the rate of pay of the worker, whether or not through negotiations;

- vi. Pays the worker from its own account or accounts; and
- vii. Retains the right to hire and terminate workers.

B. The Contractor further agrees to continue performing all such functions for the term of this Master Agreement.

- 4 **Acceptance or Rejection.** All Services and Deliverables are subject to acceptance by the Judicial Council or each Participating JBE. The Judicial Council or Participating JBE may reject any Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Council or Participating JBE). If the Judicial Council or Participating JBE rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the Judicial Council or Participating JBE to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the Judicial Council or Participating JBE within ten (10) business days after the Judicial Council's or Participating JBE's rejection, unless otherwise agreed in writing by the Judicial Council or Participating JBE. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council or Participating JBE accepts such corrected Service or Deliverable. The Judicial Council or Participating JBE may terminate the portion of the Participating Addendum that relates to a rejected Service or Deliverable at no expense to the Judicial Council or Participating JBE if the Judicial Council or Participating JBE rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

For clarification purposes, the Judicial Council or Participating JBE's shall have one (1) working day to reject the Contractor's fulfillment of temporary staffing personnel as set forth under an approved Order. The Judicial Council or Participating JBE shall notify the Contractor of any rejection via telephone and follow up with a written notice within five (5) working days. Otherwise, Contractor's fulfillment of temporary staffing personnel shall be accepted by default after one (1) working day.

In the case of rejection of Contractor's fulfillment of temporary staffing personnel, the Judicial Council or Participating JBE shall have the right to request Contractor to provide a replacement of the rejected temporary. Contractor shall not invoice the Judicial Council or Participating JBE for any rejected Services. Such invoice reduction will be for the charges of no more than one working day.

APPENDIX B
Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Judicial Council or Participating JBE, and the Judicial Council or Participating JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Judicial Council or Participating JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

2. **Compensation for Goods. [NOT APPLICABLE]**

3. **Compensation for Services.**

3.1 **Amount.** Contractor will invoice the Judicial Council or Participating JBE for Services that have been accepted, not to exceed the amounts for as listed in Attachment 1 to Appendix B, and agreed to for the assigned personnel on assignment:

- Schedule 1 – Salary Rates
- Schedule 2 – Conversion Salary Rates
- Schedule 3 – Billing Rates, Including Contractor Mark-up and Salary Rates
- Schedule 4 – Billing Rates, Including Contractor Mark-up and Conversion Salary Rates
- Schedule 5 – Billing Rates, Including JBE Referral Mark-up and Salary Rates
- Schedule 6 – Billing Rates, Including Subcontractor Mark-up and Subcontractor Billing Rates

3.2 **Withholding. [Left Blank]**

3.3 **No Advance Payment.** The Judicial Council and Participating JBEs will not make any advance payments.

3.4 **Discount.** Contractor offers the following volume discounts:

Number of Concurrent Placements in Individual Work Orders Issued Under an Awarded Master Agreement	Percent (%) Discount to be Applied to Work Order
1 to 3	0%
4 to 6	0.5%
7 to 10	1%
11 to 14	1.50%
15+	2%

4. **Allowable Overtime Charges**

4.1 The Billing Rate applies to a normal work-day of eight (8) hours. For work provided for an Assignment, pursuant to an Order, the Contractor may bill the Judicial Council or Participating JBE a separate charge from the Billing Rate for actual overtime worked by an

Assigned Personnel in excess of a normal 8-hour work-day, if such overtime work (i) was pre-approved by the Reports To, prior to commencement of such work, (ii) is within scope of the applicable Order, and (iii) along with all other allowable charges for the applicable Order, does not exceed the Order Amount set forth in that Order. If Overtime is worked by Assigned Personnel, no additional profit mark-up will be charged on the overtime hours worked. For example: If a worker has a \$30.00 per hour salary rate and a standard resulting billing rate to the Judicial Council or Participating JBE is \$46.50 per hour, Overtime would be paid to the worker at \$45.00 per hour and resulting Bill Rate would be \$62.33 for those hours. The initial markup would be a 55% but go down to 38.5% on Overtime hours billed.

- 4.2 For work performed beyond the normal 8-hour work-day, including weekends, the Contractor will pay the Assigned Personnel, who worked the allowable overtime, at either (i) the rate of (1-1/2) times the applicable Salary Rate, Conversion Salary Rate, or Subcontractor Billing Rate, or (ii) twice the applicable Salary Rate, Conversion Salary Rate, or Subcontractor Billing Rate, if double time is required by the California Industrial Welfare Commission Orders.

5. **Expenses.** Except as set forth in this section, no expenses relating to the Services and Deliverables shall be reimbursed by the Judicial Council or Participating JBEs.

5.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:

- Limited Travel Expenses
 - See section 5.2
- Background Check Expenses
 - a. For those candidates considered for an Assignment, the cost of required background checks, or those especially requested by the Judicial Council, shall be a charge set forth in an Order.
 - b. The Contractor will invoice the Judicial Council or Participating JBE and the Judicial Council or Participating JBE shall reimburse the Contractor for the actual and allowable cost associated with processing background checks.
 - c. Payment for background checks required for an Assignment, as set forth in an Order, along with any other allowable costs and/or expenses associated with that Order, shall not exceed the Order Amount set forth in that Order.
- Other Expenses
 - a. Neither the Judicial Council nor a Participating JBE shall consider reimbursement for costs or expenses not defined as allowable in this Master Agreement.
 - b. Conversion Fees are defined as unallowed under this Master Agreement.

c. Rates are inclusive of all burdened elements of cost, including sick leave and health benefits to be provided to any Assigned Personnel. Rates set forth herein include consideration for San Francisco Health Care Security Ordinance, Chapter 14 of the San Francisco Administrative Code, and San Francisco Paid Sick Leave Ordinance, Chapter 12W of the San Francisco Administrative Code.

5.2 Limit on Travel Expenses. If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the Judicial Council or Participating JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Participating Addendum or the Participating JBE's travel expense policy.

a. If travel is required, as set forth in an authorized Order, and pre-approved by the Reports To prior to incurring any expenses, the Contractor will charge the Judicial Council or Participating JBE and the Judicial Council or Participating JBE will reimburse the Contractor for the Assigned Personnel's actual Travel Expenses, in accordance with state of California guidelines.

b. The Assigned Personnel will submit to the Contractor travel receipts for Travel Expenses incurred and the Contractor will reimburse the Assigned Personnel within thirty (30) Days of receipt of such travel receipts.

c. Payment for Travel Expenses required for an Assignment of an Order, along with any other allowable costs and/or expenses for that Order, shall not exceed the Order Amount set forth in that Order.

5.3 Required Certification. Contractor must include with any request for reimbursement from the Judicial Council or Participating 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 Judicial Council or Participating JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

6. Invoicing and Payment

6.1 Invoicing. The Contractor shall submit an invoice for work provided and expenses incurred to the Judicial Council or appropriate Participating JBE, no more often than each Pay Period for each authorized Order; separate invoices are to be submitted for Judicial Council and each Participating JBE. After receipt of invoice, the Judicial Council or Participating JBE 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. The Judicial Council or Participating JBE will make payment in arrears after receipt of the Contractor's properly completed invoice.

6.2 The Contractor shall submit an invoice, one (1) correct original, to the Judicial Council or Participating JBE's address shown on the Order. Every invoice shall clearly indicate at least the following:

- i) The Master Agreement Number;
- ii) The Order Number;
- iii) A unique invoice number;
- iv) The Contractor's name and address;
- v) The taxpayer identification (Contractor's federal employer identification number);
- vi) The name of the Reports To, as indicated on the Order; and
- vii) A preferred remittance address, if different from the mailing address.

6.3 In addition to the requirements set forth in subparagraph 6.2, above, invoices shall also include the following, as applicable:

- i) The Assigned Personnel's name and Classification;
- ii) The hours and dates the Assigned Personnel provided work for an Assignment and a copy of the Assigned Personnel's Time Sheet(s) for the invoiced Pay Period;
- iii) The applicable Billing Rate set forth in the Order;
- iv) The actual cost for background checks: a copy of the receipt or invoice for the checks or an original receipt, if requested;
- v) For subcontracted work, a copy of the Subcontractor's invoice, including applicable Subcontractor Billing Rate;
- vi) For allowable travel by the Assigned Personnel: the actual Travel Expense, the dates and purpose for the travel, a copy of the travel receipts, and proof of payment to the Assigned Personnel; and
- vii) Overtime Pay, if allowable and approved, in accordance with this Appendix and further defined in Appendix D.

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

6.5 Payment. The Judicial Council or Participating JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

6.6 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 Judicial Council or Participating JBE shall have the right at any time to set off any amount owing from Contractor to the Judicial Council or Participating JBE against any amount payable by the Judicial Council or Participating JBE to Contractor under this Agreement.

7. Taxes. Unless otherwise required by law, the Judicial Council and Participating JBE's are 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 Judicial Council or Participating 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 Judicial Council or Participating JBE pursuant to this Agreement.

**ATTACHMENT 1 TO
APPENDIX B
PRICING -SCHEDULES**

Part I –Schedule 1 – Salary Rates

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$32.00	\$32.48	\$32.97
2	Accountant II	\$38.00	\$38.57	\$39.15
3	Accountant III	\$47.00	\$47.71	\$48.42
4	Accounting Clerk I	\$22.00	\$22.33	\$22.66
5	Accounting Clerk II	\$24.50	\$24.87	\$25.24
6	Accounting Clerk III	\$27.00	\$27.41	\$27.82
7	Administrative Assistant I	\$23.00	\$23.35	\$23.70
8	Administrative Assistant II	\$27.00	\$27.41	\$27.82
9	Administrative Assistant III	\$34.00	\$34.51	\$35.03
10	Administrative Assistant IV	\$38.00	\$38.57	\$39.15
11	Analyst I	\$35.00	\$35.53	\$36.06
12	Analyst II	\$42.00	\$42.63	\$43.27
13	Analyst III	\$50.00	\$50.75	\$51.51
14	Analyst IV	\$60.00	\$60.90	\$61.81
15	Assistant Librarian	N/A	N/A	N/A
16	Attorney I	\$65.00	\$65.98	\$66.96
17	Attorney II	\$70.00	\$71.05	\$72.12
18	Attorney III	\$75.00	\$76.13	\$77.27
19	AV Systems Design Engineer I	N/A	N/A	N/A
20	AV Systems Design Engineer II	N/A	N/A	N/A
21	AV Systems Design Engineer III	N/A	N/A	N/A
22	Contract Specialist I	\$30.00	\$30.45	\$30.91
23	Contract Specialist II	\$36.00	\$36.54	\$37.09
24	Contract Specialist III	\$45.00	\$45.68	\$46.36
25	Data Entry Technician	\$20.00	\$20.30	\$20.60
26	Editor	\$38.00	\$38.57	\$39.15
27	Facilities Administrator I	N/A	N/A	N/A
28	Facilities Administrator II	N/A	N/A	N/A
29	General Maintenance Technician	N/A	N/A	N/A
30	Graphic Designer	\$30.00	\$30.45	\$30.91
31	Help Desk Assistant	\$20.00	\$20.30	\$20.60
32	Labor and Employee Relations Analyst I	\$55.00	\$55.83	\$56.66
33	Labor and Employee Relations Analyst II	\$70.00	\$71.05	\$72.12
34	Library Technician	N/A	N/A	N/A
35	Management Consultant	\$150.00	\$152.25	\$154.53

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36	Office Clerk I	\$18.00	\$18.27	\$18.54
37	Office Clerk II	\$23.00	\$23.35	\$23.70
38	Office Clerk III	\$28.00	\$28.42	\$28.85
39	Paralegal I	\$32.00	\$32.48	\$32.97
40	Paralegal II	\$39.00	\$39.59	\$40.18
41	Paralegal III	\$44.00	\$44.66	\$45.33
42	Research Technician	\$32.00	\$32.48	\$32.97
43	Systems Technician I	\$32.00	\$32.48	\$32.97
44	Systems Technician II	\$38.00	\$38.57	\$39.15
45	Telecommunications Technician	N/A	N/A	N/A
46	Web Content Strategist	\$80.00	\$81.20	\$82.42

Part I – Schedule 2 – Conversion Salary Rates

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$32.00	\$32.48	\$32.97
2	Accountant II	\$38.00	\$38.57	\$39.15
3	Accountant III	\$47.00	\$47.71	\$48.42
4	Accounting Clerk I	\$22.00	\$22.33	\$22.66
5	Accounting Clerk II	\$24.50	\$24.87	\$25.24
6	Accounting Clerk III	\$27.00	\$27.41	\$27.82
7	Administrative Assistant I	\$23.00	\$23.35	\$23.70
8	Administrative Assistant II	\$27.00	\$27.41	\$27.82
9	Administrative Assistant III	\$34.00	\$34.51	\$35.03
10	Administrative Assistant IV	\$38.00	\$38.57	\$39.15
11	Analyst I	\$35.00	\$35.53	\$36.06
12	Analyst II	\$42.00	\$42.63	\$43.27
13	Analyst III	\$50.00	\$50.75	\$51.51
14	Analyst IV	\$60.00	\$60.90	\$61.81
15	Assistant Librarian	N/A	N/A	N/A
16	Attorney I	\$65.00	\$65.98	\$66.96
17	Attorney II	\$70.00	\$71.05	\$72.12
18	Attorney III	\$75.00	\$76.13	\$77.27
19	AV Systems Design Engineer I	N/A	N/A	N/A
20	AV Systems Design Engineer II	N/A	N/A	N/A
21	AV Systems Design Engineer III	N/A	N/A	N/A
22	Contract Specialist I	\$30.00	\$30.45	\$30.91
23	Contract Specialist II	\$36.00	\$36.54	\$37.09
24	Contract Specialist III	\$45.00	\$45.68	\$46.36
25	Data Entry Technician	\$20.00	\$20.30	\$20.60
26	Editor	\$38.00	\$38.57	\$39.15
27	Facilities Administrator I	N/A	N/A	N/A
28	Facilities Administrator II	N/A	N/A	N/A

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29	General Maintenance Technician	N/A	N/A	N/A
30	Graphic Designer	\$30.00	\$30.45	\$30.91
31	Help Desk Assistant	\$20.00	\$20.30	\$20.60
32	Labor and Employee Relations Analyst I	\$55.00	\$55.83	\$56.66
33	Labor and Employee Relations Analyst II	\$70.00	\$71.05	\$72.12
34	Library Technician	N/A	N/A	N/A
35	Management Consultant	\$150.00	\$152.25	\$154.53
36	Office Clerk I	\$18.00	\$18.27	\$18.54
37	Office Clerk II	\$23.00	\$23.35	\$23.70
38	Office Clerk III	\$28.00	\$28.42	\$28.85
39	Paralegal I	\$32.00	\$32.48	\$32.97
40	Paralegal II	\$39.00	\$39.59	\$40.18
41	Paralegal III	\$44.00	\$44.66	\$45.33
42	Research Technician	\$32.00	\$32.48	\$32.97
43	Systems Technician I	\$32.00	\$32.48	\$32.97
44	Systems Technician II	\$38.00	\$38.57	\$39.15
45	Telecommunications Technician	N/A	N/A	N/A
46	Web Content Strategist	\$80.00	\$81.20	\$82.42

Part I – Schedule 3 – Billing Rates, Including Contractor Mark-up and Salary Rates

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$49.60	\$50.34	\$51.10
2	Accountant II	\$58.90	\$59.78	\$60.68
3	Accountant III	\$72.85	\$73.94	\$75.05
4	Accounting Clerk I	\$34.10	\$34.61	\$35.13
5	Accounting Clerk II	\$37.98	\$38.54	\$39.12
6	Accounting Clerk III	\$41.85	\$42.48	\$43.11
7	Administrative Assistant I	\$35.65	\$36.18	\$36.73
8	Administrative Assistant II	\$41.85	\$42.48	\$43.11
9	Administrative Assistant III	\$52.70	\$53.49	\$54.29
10	Administrative Assistant IV	\$58.90	\$59.78	\$60.68
11	Analyst I	\$54.25	\$55.06	\$55.89
12	Analyst II	\$65.10	\$66.08	\$67.07
13	Analyst III	\$77.50	\$78.66	\$79.84
14	Analyst IV	\$93.00	\$94.40	\$95.81
15	Assistant Librarian	N/A	N/A	N/A
16	Attorney I	\$100.75	\$102.26	\$103.80
17	Attorney II	\$108.50	\$110.13	\$111.78
18	Attorney III	\$116.25	\$117.99	\$119.76
19	AV Systems Design Engineer I	N/A	N/A	N/A
20	AV Systems Design Engineer II	N/A	N/A	N/A

21	AV Systems Design Engineer III	N/A	N/A	N/A
22	Contract Specialist I	\$46.50	\$47.20	\$47.91
23	Contract Specialist II	\$55.80	\$56.64	\$57.49
24	Contract Specialist III	\$69.75	\$70.80	\$71.86
25	Data Entry Technician	\$31.00	\$31.47	\$31.94
26	Editor	\$58.90	\$59.78	\$60.68
27	Facilities Administrator I	N/A	N/A	N/A
28	Facilities Administrator II	N/A	N/A	N/A
29	General Maintenance Technician	N/A	N/A	N/A
30	Graphic Designer	\$46.50	\$47.20	\$47.91
31	Help Desk Assistant	\$31.00	\$31.47	\$31.94
32	Labor and Employee Relations Analyst I	\$85.25	\$86.53	\$87.83
33	Labor and Employee Relations Analyst II	\$108.50	\$110.13	\$111.78
34	Library Technician	N/A	N/A	N/A
35	Management Consultant	\$232.50	\$235.99	\$239.53
36	Office Clerk I	\$27.90	\$28.32	\$28.74
37	Office Clerk II	\$35.65	\$36.18	\$36.73
38	Office Clerk III	\$43.40	\$44.05	\$44.71
39	Paralegal I	\$49.60	\$50.34	\$51.10
40	Paralegal II	\$60.45	\$61.36	\$62.28
41	Paralegal III	\$68.20	\$69.22	\$70.26
42	Research Technician	\$49.60	\$50.34	\$51.10
43	Systems Technician I	\$49.60	\$50.34	\$51.10
44	Systems Technician II	\$58.90	\$59.78	\$60.68
45	Telecommunications Technician	N/A	N/A	N/A
46	Web Content Strategist	\$124.00	\$125.86	\$127.75

Part I –Schedule 4 –Billing Rates, Including Contractor Mark-up and Conversion Salary Rates

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$45.44	\$46.12	\$46.81
2	Accountant II	\$53.96	\$54.77	\$55.59
3	Accountant III	\$66.74	\$67.74	\$68.76
4	Accounting Clerk I	\$31.24	\$31.71	\$32.18
5	Accounting Clerk II	\$34.79	\$35.31	\$35.84
6	Accounting Clerk III	\$38.34	\$38.92	\$39.50
7	Administrative Assistant I	\$32.66	\$33.15	\$33.65
8	Administrative Assistant II	\$38.34	\$38.92	\$39.50
9	Administrative Assistant III	\$48.28	\$49.00	\$49.74
10	Administrative Assistant IV	\$53.96	\$54.77	\$55.59
11	Analyst I	\$49.70	\$50.45	\$51.20
12	Analyst II	\$59.64	\$60.53	\$61.44

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13	Analyst III	\$71.00	\$72.07	\$73.15
14	Analyst IV	\$85.20	\$86.48	\$87.78
15	Assistant Librarian	N/A	N/A	N/A
16	Attorney I	\$92.30	\$93.68	\$95.09
17	Attorney II	\$99.40	\$100.89	\$102.40
18	Attorney III	\$106.50	\$108.10	\$109.72
19	AV Systems Design Engineer I	N/A	N/A	N/A
20	AV Systems Design Engineer II	N/A	N/A	N/A
21	AV Systems Design Engineer III	N/A	N/A	N/A
22	Contract Specialist I	\$42.60	\$43.24	\$43.89
23	Contract Specialist II	\$51.12	\$51.89	\$52.67
24	Contract Specialist III	\$63.90	\$64.86	\$65.83
25	Data Entry Technician	\$28.40	\$28.83	\$29.26
26	Editor	\$53.96	\$54.77	\$55.59
27	Facilities Administrator I	N/A	N/A	N/A
28	Facilities Administrator II	N/A	N/A	N/A
29	General Maintenance Technician	N/A	N/A	N/A
30	Graphic Designer	\$42.60	\$43.24	\$43.89
31	Help Desk Assistant	\$28.40	\$28.83	\$29.26
32	Labor and Employee Relations Analyst I	\$78.10	\$79.27	\$80.46
33	Labor and Employee Relations Analyst II	\$99.40	\$100.89	\$102.40
34	Library Technician	N/A	N/A	N/A
35	Management Consultant	\$213.00	\$216.20	\$219.44
36	Office Clerk I	\$25.56	\$25.94	\$26.33
37	Office Clerk II	\$32.66	\$33.15	\$33.65
38	Office Clerk III	\$39.76	\$40.36	\$40.96
39	Paralegal I	\$45.44	\$46.12	\$46.81
40	Paralegal II	\$55.38	\$56.21	\$57.05
41	Paralegal III	\$62.48	\$63.42	\$64.37
42	Research Technician	\$45.44	\$46.12	\$46.81
43	Systems Technician I	\$45.44	\$46.12	\$46.81
44	Systems Technician II	\$53.96	\$54.77	\$55.59
45	Telecommunications Technician	N/A	N/A	N/A
46	Web Content Strategist	\$113.60	\$115.30	\$117.30

Part I – Schedule 5 – Billing Rates, Including JBE Referral Mark-up and Salary Rates

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$45.44	\$46.12	\$46.81
2	Accountant II	\$53.96	\$54.77	\$55.59

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3	Accountant III	\$66.74	\$67.74	\$68.76
4	Accounting Clerk I	\$31.24	\$31.71	\$32.18
5	Accounting Clerk II	\$34.79	\$35.31	\$35.84
6	Accounting Clerk III	\$38.34	\$38.92	\$39.50
7	Administrative Assistant I	\$32.66	\$33.15	\$33.65
8	Administrative Assistant II	\$38.34	\$38.92	\$39.50
9	Administrative Assistant III	\$48.28	\$49.00	\$49.74
10	Administrative Assistant IV	\$53.96	\$54.77	\$55.59
11	Analyst I	\$49.70	\$50.45	\$51.20
12	Analyst II	\$59.64	\$60.53	\$61.44
13	Analyst III	\$71.00	\$72.07	\$73.15
14	Analyst IV	\$85.20	\$86.48	\$87.78
15	Assistant Librarian	N/A	N/A	N/A
16	Attorney I	\$92.30	\$93.68	\$95.09
17	Attorney II	\$99.40	\$100.89	\$102.40
18	Attorney III	\$106.50	\$108.10	\$109.72
19	AV Systems Design Engineer I	N/A	N/A	N/A
20	AV Systems Design Engineer II	N/A	N/A	N/A
21	AV Systems Design Engineer III	N/A	N/A	N/A
22	Contract Specialist I	\$42.60	\$43.24	\$43.89
23	Contract Specialist II	\$51.12	\$51.89	\$52.67
24	Contract Specialist III	\$63.90	\$64.86	\$65.83
25	Data Entry Technician	\$28.40	\$28.83	\$29.26
26	Editor	\$53.96	\$54.77	\$55.59
27	Facilities Administrator I	N/A	N/A	N/A
28	Facilities Administrator II	N/A	N/A	N/A
29	General Maintenance Technician	N/A	N/A	N/A
30	Graphic Designer	\$42.60	\$43.24	\$43.89
31	Help Desk Assistant	\$28.40	\$28.83	\$29.26
32	Labor and Employee Relations Analyst I	\$78.10	\$79.27	\$80.46
33	Labor and Employee Relations Analyst II	\$99.40	\$100.89	\$102.40
34	Library Technician	N/A	N/A	N/A
35	Management Consultant	\$213.00	\$216.20	\$219.44
36	Office Clerk I	\$25.56	\$25.94	\$26.33
37	Office Clerk II	\$32.66	\$33.15	\$33.65
38	Office Clerk III	\$39.76	\$40.36	\$40.96
39	Paralegal I	\$45.44	\$46.12	\$46.81
40	Paralegal II	\$55.38	\$56.21	\$57.05
41	Paralegal III	\$62.48	\$63.42	\$64.37
42	Research Technician	\$45.44	\$46.12	\$46.81
43	Systems Technician I	\$45.44	\$46.12	\$46.81
44	Systems Technician II	\$53.96	\$54.77	\$55.59
45	Telecommunications Technician	N/A	N/A	N/A
46	Web Content Strategist	\$113.60	\$115.30	\$117.03

Part I – Schedule 6 – Billing Rates, Including Subcontractor Mark-Up and Subcontractor Billing Rates

No.	Position Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$49.60	\$50.34	\$51.10
2	Accountant II	\$58.90	\$59.78	\$60.68
3	Accountant III	\$72.85	\$73.94	\$75.05
4	Accounting Clerk I	\$34.10	\$34.61	\$35.13
5	Accounting Clerk II	\$37.98	\$38.54	\$39.12
6	Accounting Clerk III	\$41.85	\$42.48	\$43.11
7	Administrative Assistant I	\$35.65	\$36.18	\$36.73
8	Administrative Assistant II	\$41.85	\$42.48	\$43.11
9	Administrative Assistant III	\$52.70	\$53.49	\$54.29
10	Administrative Assistant IV	\$58.90	\$59.78	\$60.68
11	Analyst I	\$54.25	\$55.06	\$55.89
12	Analyst II	\$65.10	\$66.08	\$67.07
13	Analyst III	\$77.50	\$78.66	\$79.84
14	Analyst IV	\$93.00	\$94.40	\$95.81
15	Assistant Librarian	N/A	N/A	N/A
16	Attorney I	\$100.75	\$102.26	\$103.80
17	Attorney II	\$108.50	\$110.13	\$111.78
18	Attorney III	\$116.25	\$117.99	\$119.76
19	AV Systems Design Engineer I	N/A	N/A	N/A
20	AV Systems Design Engineer II	N/A	N/A	N/A
21	AV Systems Design Engineer III	N/A	N/A	N/A
22	Contract Specialist I	\$46.50	\$47.20	\$47.91
23	Contract Specialist II	\$55.80	\$56.64	\$57.49
24	Contract Specialist III	\$69.75	\$70.80	\$71.86
25	Data Entry Technician	\$31.00	\$31.47	\$31.94
26	Editor	\$58.90	\$59.78	\$60.68
27	Facilities Administrator I	N/A	N/A	N/A
28	Facilities Administrator II	N/A	N/A	N/A
29	General Maintenance Technician	N/A	N/A	N/A
30	Graphic Designer	\$46.50	\$47.20	\$47.91
31	Help Desk Assistant	\$31.00	\$31.47	\$31.94
32	Labor and Employee Relations Analyst I	\$85.25	\$86.53	\$87.83

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33	Labor and Employee Relations Analyst II	\$108.50	\$110.13	\$111.78
34	Library Technician	N/A	N/A	N/A
35	Management Consultant	\$232.50	\$235.99	\$239.53
36	Office Clerk I	\$27.90	\$28.32	\$28.74
37	Office Clerk II	\$35.65	\$36.18	\$36.73
38	Office Clerk III	\$43.40	\$44.05	\$44.71
39	Paralegal I	\$49.60	\$50.34	\$51.10
40	Paralegal II	\$60.45	\$61.36	\$62.28
41	Paralegal III	\$68.20	\$69.22	\$70.26
42	Research Technician	\$49.60	\$50.34	\$51.10
43	Systems Technician I	\$49.60	\$50.34	\$51.10
44	Systems Technician II	\$58.90	\$59.78	\$60.68
45	Telecommunications Technician	N/A	N/A	N/A
46	Web Content Strategist	\$124.00	\$125.86	\$127.75

APPENDIX C
General Provisions

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Judicial Council or a Participating JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to the Judicial Council or such Participating JBE.
- 1.2 Turnover.** Contractor shall use its best efforts to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Judicial Council or Participating JBE if they wish to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council or Participating JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council or Participating JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council or Participating JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Judicial Council or Participating JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council or Participating JBE, the Judicial Council or Participating JBE advises are unacceptable to the Judicial Council or Participating JBE.

2. Contractor Certification Clauses. Contractor certifies to the Judicial Council and Participating JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Judicial Council and Participating JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Judicial Council and Participating JBEs.
- 2.3 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 any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).

- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 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.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 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 its obligations.
- 2.7 Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 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 any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of

the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance

3.1 Basic Coverage. Contractor shall provide to the Judicial Council and each Participating JBE, and maintain at the Contractor's expense, the following insurance during the Term:

- A. *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.
- B. *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.
- C. *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.
- D. *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.
- E. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to Judicial Council or a Participating JBE's funds or property of significant value to the Judicial Council or Participating JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000.

3.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

- 3.3 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.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Judicial Council and each Participating 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 Judicial Council and each Participating JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 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 Judicial Council, the Establishing JBE, the State of California, the Participating Judicial Branch Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Judicial Council or Establishing JBE (and on request, any Participating Judicial Branch Entity) certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the Judicial Council or the Establishing JBE and any Participating Judicial Branch Entity 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 Judicial Council or Establishing JBE and Participating Judicial Branch Entities.
- 3.7 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.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by The Judicial Council, Participating Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against the Judicial Council, Participating 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 Establishing JBE, any Participating Judicial Branch Entity, 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. Any insurance and/or self-insurance maintained by the Judicial Council or the Participating JBE's, their officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory

to the Judicial Council, the Contractor shall promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

- 3.9 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.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Judicial Council and Participating JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 3.11 Subcontractors.** The Contractor shall include any Subcontractors, including its Key Personnel, as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage, provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Judicial Council, the Participating JBE or its designee), indemnify and hold harmless the Judicial Council and Participating 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, subcontractors, or subcontractors' agents, employees, independent contractors, in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; 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 or any Participating Addendum, 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 that would bind an indemnified party, without the Judicial Council's or affected JBE's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council or such 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.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Judicial Council may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Judicial Council must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term or the First Option Term. The exercise of an Option Term will be effective without Contractor's signature.

6. **Tax Delinquency.** Contractor must provide notice to the Judicial Council 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 Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each Participating JBE may terminate its Participating Addendum 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.

7. **Termination**

- 7.1 **Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement or a Work Order (and a Participating JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council (and regarding a Participating Addendum, except as otherwise directed by the Participating JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2 **Termination for Cause.** The Judicial Council may terminate this Agreement or a Work Order, in whole or in part, immediately "for cause" (and a Participating JBE may terminate a Participating Addendum, 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 or a Participating Addendum, 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 (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 **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.
- 7.4 **Termination for Changes in Budget or Law.** The Judicial Council's and each Participating JBE's payment obligations 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 or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Judicial Council may terminate this Agreement (and any Participating JBE may terminate a Participating Addendum), and each Participating JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Judicial Council or Participating JBEs if: (i) expected or actual funding to

compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement (or a Participating JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies.

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council and the affected Participating JBE's 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 (or a Participating Addendum). If Contractor is in default: (i) the Judicial Council or a Participating JBE may 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; (ii) the Judicial Council or a Participating JBE may require Contractor to enter into nonbinding mediation; (iii) the Judicial Council may exercise, following Notice, the Judicial Council's right of early termination of this Agreement (and a Participating JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) the Judicial Council or a Participating JBE may seek any other remedy available at law or in equity.
- B. *Replacement.* If the Judicial Council terminates this Agreement (or if a Participating JBE terminates a Participating Addendum) in whole or in part for cause, the Judicial Council or Participating JBE may acquire from third parties, under the terms and in the manner the Judicial Council or Participating JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council or Participating JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the Judicial Council or Participating JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council or Participating JBEs. Contractor shall continue any Work not terminated.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the Judicial Council, applicable Participating JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any Judicial Council or JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the Judicial Council or Participating JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.
- D. *Participating Addenda.* The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a Participating JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such

Participating Addendum has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the Participating JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Judicial Council, and the Participating Judicial Branch Entities 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 that 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.

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Artizen, Inc. Attn: Pietro Obert 101 Golf Course Drive, Suite 300 Rohnert Park, CA 94928	Judicial Council of California Attn: Justin Logan 455 Golden Gate Avenue San Francisco, CA 94102
<u>With a copy to:</u>	<u>With a copy to:</u>

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.

10. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

10.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Judicial Council or Participating JBE funds received under this Agreement or any Participating Addendum 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 Judicial Council or Participating JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

- 10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- 10.3 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.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Judicial Council an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement (and written permission from each Participating JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement (including any Participating Addendum) 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.
- 10.7 Recycling.** *If this Agreement (including any Participating Addendum) provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products,*

office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) 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 (including any Participating Addendum) to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

- 10.8 Sweatshop Labor.** *If this Agreement (including any Participating Addendum) 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 Judicial Council or Participating JBEs under this Agreement (or any Participating Addendum) have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Judicial Council and Participating JBEs.*
- 10.9 Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) 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 (or a Participating Addendum) may have been written for the mutual benefit of both parties (or Participating Judicial Branch Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Judicial Council (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) 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 (or a Participating Addendum) in any manner. The parties mutually agree that if the*

Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Judicial Council may invalidate this Agreement (and a Participating JBE may invalidate a Participating Addendum) 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 (or Participating Addendum) to reflect any reduction in funds.

10.10 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each Participating Addendum, certify in a report to the applicable JBE: (1) the total amount of money Contractor received under the Participating Addendum; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participating Addendum; and (4) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

10.11 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Judicial Council or applicable Participating 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 Judicial Council or Participating JBE. Such assignment shall be made and become effective at the time the Judicial Council or Participating JBE tenders final payment to Contractor. If the Judicial Council or Participating 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 Judicial Council or Participating JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council or Participating 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 Judicial Council or Participating 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 Judicial Council or Participating JBE has not been injured thereby, or

(b) the Judicial Council or Participating JBE declines to file a court action for the cause of action.

10.12 Legal Services. *If this Agreement is for legal services, this section is applicable.*

Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Judicial Council or Participating JBE; (ii) adhere to litigation plans designated by the Judicial Council or Participating JBE, if applicable; (iii) adhere to case phasing of activities designated by the Judicial Council or Participating JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the Judicial Council or Participating JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Judicial Council or Participating JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the Judicial Council or Participating JBE, whether conducted by employees or designees of the Judicial Council or Participating JBE or by any legal cost-control provider retained by the Judicial Council or Participating JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Judicial Council or Participating JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with the Judicial Council or a Judicial Branch Entity for legal services.

10.13 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) 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.

10.14 Equipment Purchases. *If this Agreement (or any Participating Addendum) includes the purchase of equipment, this section is applicable.* The Judicial Council or Participating 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 Judicial Council or Participating JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Judicial Council or Participating JBE at no expense to the Judicial Council or Participating JBE. If a theft occurs, Contractor must file a police report immediately.

10.15 Four-Digit Date Compliance. *If this Agreement (or any Participating Addendum) 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 Judicial Council or Participating JBEs. "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 or any Participating Addendum.

10.16 Janitorial Services or Building Maintenance Services. *If this Agreement (or any Participating Addendum) is for janitorial or building maintenance services, this section is applicable.* If this Agreement (or a Participating Addendum) 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.

10.17 Small Business Preference Commitment. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participating Addendum). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participating Addendum) report to the Judicial Council 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 seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Participating Addendum).

11. Miscellaneous Provisions.

11.1 Independent Contractor. Contractor is an independent contractor to the Judicial Council or Participating JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Judicial Council or Participating JBEs. Contractor has no authority to bind or incur any obligation on behalf of the Judicial Council or Participating JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Judicial Council may terminate this Agreement (and a Participating JBE may terminate a Participating Addendum) immediately upon notice.

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

11.3 Audit. Contractor must allow the Judicial Council or Participating JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), 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 (including any Participating Addendum), 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 Judicial Council or Participating JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Judicial Council or Participating JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

- 11.4 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 (including Deliverables) 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.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Judicial Council'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 and any Participating Addendum. 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 Judicial Council and each Participating JBE owns all right, title and interest in its Confidential Information. Contractor will notify the Judicial Council or affected Participating JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council and Participating JBE to protect such Confidential Information. Upon the Judicial Council's or a Participating JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the Judicial Council or Participating JBE or, if so directed by the Judicial Council or Participating JBE, destroy all such Judicial Council or Participating JBE's Confidential Information (in every form and medium), and (b) certify to the Judicial Council or Participating 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 Judicial Council and Participating JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to the Judicial Council or a Participating JBE, Contractor hereby assigns to the Judicial Council or such Participating JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related 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 or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council or Participating JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Judicial Council (and with respect to any Participating Addendum, the prior written approval of the applicable Participating JBE).
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the Judicial Council or applicable Participating JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. 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.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure by the Judicial Council or a Participating JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 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.
- 11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.13 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.

11.14 Time of the Essence. Time is of the essence in Contractor's performance under this Agreement.

11.15 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

11.16 Non-Exclusivity. This is a non-exclusive agreement. The Judicial Council and the Participating JBEs reserve the right to perform, or have others perform the work of this Agreement. The Judicial Council and the Participating JBEs reserve the right to bid the work to others or procure the work by other means.

11.17 Limitation of Liability

- A. The Judicial Council shall not be responsible for loss of or damage to any non-Judicial Council equipment arising from causes beyond the Judicial Council's control.
- B. The Contractor indemnifies and holds harmless the Judicial Council from and against all liability for personal injury or property damage caused by the Contractor's (including its agents', independent contractors', and employees') or any Subcontractor's (including its agents', independent contractors', and employees') negligence or willful misconduct while performing its obligations pursuant to this Agreement on the Judicial Council's premises. Any expiration or termination of this Agreement shall not affect the continuing obligations of the Parties described in this Agreement.

11.18 Dispute Resolution

- A. Project Managers Negotiations. The Judicial Council's Project Manager and/or Program Manager and the Contractor's Account Manager shall attempt in good faith to informally and promptly resolve any disagreement that arises ("Dispute") that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the Judicial Council's Project Manager and/or Program Manager and the Contractor's Account Manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this section 11.18 to resolve the Dispute ("Dispute Notice"). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party's position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party's position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other

Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.

- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party's Dispute Notice ("Dispute Notice Response"). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party's position; and (ii) if the Dispute involves a cost adjustment, state the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.
- D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("Senior Level Negotiations Notice"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.
- E. Performance During Dispute Resolution. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work or Services, including any Work under dispute, unless otherwise directed by the Judicial Council or the Participating JBE. Contractor's failure to diligently proceed with the Work will be considered a material breach of the Master Agreement.

APPENDIX D
Defined Terms

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

- A. **“Amendment”** means a written document issued by a Participating JBE and signed by the Contractor which alters its Order and identifies the following: (i) a change in the work, (ii) a change in Order Amount, or (iii) a change in time allotted for performance; also means a written document issued by the Judicial Council and signed by the Contractor which alters the terms of the Master Agreement.
- B. **“Assigned Personnel”** refers to the individual(s) named and listed as “Hire Name” in an authorized Order to perform the work of the applicable Order.
- C. **“Assignment”** refers to a temporary post or project, authorized by the Judicial Council or a Participating JBE by an Order that provides for certain responsibilities during an estimated time period.
- D. **“Billing Rate”** refers to the hourly rate that the Contractor will bill the Judicial Council or a Participating JBE and that the Judicial Council or that Participating JBE will pay to the Contractor for the work performed for an Assignment by an Assigned Personnel pursuant to an Order issued under this Master Agreement. A Billing Rate, as set forth in an Order, shall be in accordance with the appropriate Billing Rate set forth in Attachment 1 to Appendix B, Payment Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Attachment 1 to Appendix B, Payment Schedules, via a subsequent Amendment to this Master Agreement. A Billing Rate includes, as appropriate, either (i) the Salary Rate, to be paid by the Contractor to the Assigned Personnel for performing the work set forth in an applicable Order, and the Contractor Mark-up; (ii) the Conversion Salary Rate, to be paid by the Contractor to the Assigned Personnel for performing the work set forth in an applicable Order, and the Contractor Mark-up; (iii) the Salary Rate, to be paid by the Contractor to the Assigned Personnel, who was referred by the Judicial Council or a Participating JBE, for performing the work set forth in an applicable Order, and the Judicial Council or JBE Referral Mark-up; or (iv) the Subcontractor Billing Rate, to be paid by the Contractor to a Subcontractor when subcontracted Assigned Personnel perform the work set forth in an applicable Order, and the Subcontractor Mark-up.
- E. **“Classification”** refers to the description of the qualifications, capabilities, and abilities, generally required of the job/position, for temporary services requested for an Assignment, pursuant to this Master Agreement. Classifications are set forth in Exhibit F, Classifications, but may be approved in writing, by the parties in accordance with this Master Agreement, for incorporation via a subsequent Amendment.

- F. The **“Contract Documents”** constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement Coversheet, including, without limitation, the Master Agreement, and any and all Orders authorized by Participating JBEs.
- G. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s or a Participating JBE’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 Master 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.
- H. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, or combination thereof, including joint ventures, contracting with the Judicial Council and Participating JBEs to provide the contracted work.
- I. **“Contractor Mark-up”** refers to the percentage, as set forth in Appendix B, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the Judicial Council or Participating JBE will pay in addition to a Salary Rate or Conversion Salary Rate as part of a Billing Rate, when billed for services rendered by an Assigned Personnel employed by the Contractor. The Contractor Mark-up will be the Contractor’s compensation for its services rendered under this Agreement.
- J. **“Conversion Fee”** refers to a fee, unallowable under this Master Agreement, which is associated with hiring a temporary employee from a temporary staffing agency prior to an agreed-upon duration.
- K. **“Conversion Period”** refers to an acceptable period of time, during which an Assigned Personnel must work, prior to accepting employment directly from the Judicial Council or Participating JBE. Conversion Period is set forth in Appendix A, Services; however, per agreement by the parties, a period at least equal to if not less than such period may be set forth in an Order as the Conversion Period.
- L. **“Conversion Salary Rate”** refers to actual take-home hourly rate that the Contractor pays to Assigned Personnel for performing the work of an Assignment set forth in an Order, when such Assigned Personnel were converted to providing temporary services for the Contractor from the Judicial Council’s previous temporary staffing agency. A Conversion Salary Rate is a component of the Billing Rate paid by the Judicial Council for services rendered by the Contractor’s Assigned Personnel. A Conversion

Salary Rate shall be in accordance with the appropriate Conversion Salary Rate, as set forth in Attachment 1 to Appendix B, Payment Schedules.

- M. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation in written or electronic form.
- N. **“Day”** means calendar day, unless otherwise specified.
- O. **“End Date”** refers to the date that the Judicial Council or Participating JBE anticipates as the last day of an Assignment. The End Date will be set forth in each authorized Order.
- P. **“Force Majeure”** means a delay which impacts the timely performance of work which neither the Contractor nor the Judicial Council or Participating JBE are liable for 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.
- Q. **“JBE”** means Judicial Branch Entity, including the Judicial Council, California Appellate Courts, which includes the Supreme Court of California, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP).
- R. **“JBE Referral Mark-up”** refers to the percentage, as set forth in Attachment 1 to Appendix B, Payment Schedules, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the Judicial Council or Participating JBE will pay in addition to a Salary Rate as part of a Billing Rate, when billed for services rendered by an Assigned Personnel who was referred to the Contractor for employment by the Judicial Council or Participating JBE. The JBE Referral Mark-up will be the Contractor’s compensation for its services rendered under this Master Agreement.
- S. **“Judicial Council”** refers to the Judicial Council of California.
- T. **“Judicial Council Standard Agreement Coversheet”** means the form used by the Judicial Council to enter into agreements with other parties.
- U. **“Judicial Council Standard Amendment Coversheet”** means the form used by the Judicial Council to amend agreements with other parties.

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- V. **“Key Staff”** refers to the Contractor’s personnel named in Appendix F, Contractor’s Key Staff, whom the Judicial Council has identified and approved to function in a key capacity in managing the work of the Master Agreement.
- W. **“Master Agreement”** means the component of the Contract Documents that sets forth the terms and conditions under which the Judicial Council retains the Contractor and the Contractor will provide temporary staffing services to the Judicial Council and Participating JBE’s, pursuant to authorized Orders.
- X. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- Y. **“NIC”** or **“Not Authorized in Contract”** refers to an item, so designated in this Master Agreement that is within scope of the Master Agreement, but not yet authorized. NIC items, upon agreement by the parties, will be incorporated into the Master Agreement via Amendment.
- Z. **“Notice”** means a written document initiated by the authorized representative of either party to this Master Agreement or Order 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.
- AA. **“Order”** or **“Work Order”**) refers to an ordering document (e.g., work order(s) and purchase order), that is used by the Judicial Council and Participating JBE to authorize commencement of temporary personnel services from the Contractor, pursuant to this Master Agreement. A purchase order is used to place and fund associated Work Orders: the purchase order shall include a statement that the terms and conditions of this Master Agreement shall prevail over any purchase order terms and conditions, and any work order issued shall be substantially in the form of Form 3, Sample Work Order Template. The Order shall include the following, at a minimum:
- i. The Master Agreement Number;
 - ii. The Order Number;
 - iii. The name of the Assigned Personnel (listed as “Hire Name” on the Order);
 - iv. The name of the Reports To;
 - v. The Start Date and the End Date of the Assignment;
 - vi. The Work Location and the Work Schedule/Hours;
 - vii. A list of certifications that the Assigned Personnel may be required to obtain and maintain to perform the requested work;

- viii. The Billing Rate;
 - ix. An estimated amount of charges for candidate background checks;
 - x. The estimated Travel Expenses, if applicable;
 - xi. The Classification;
 - xii. The Conversion Period, as applicable;
 - xiii. A description of the work to be performed by the Assigned Personnel;
and
 - xiv. The Order Amount.
- BB. **“Order Amount”** refers to the amount of funds that is allocated by the Judicial Council or Participating JBE to an authorized Order for payment purposes. The amount that the Judicial Council or Participating JBE may reimburse the Contractor for work provided pursuant to each Order shall not exceed the Order Amount stated therein.
- CC. **“Order Number”** refers to the unique number given to each Order issued by the Judicial Council or a Participating JBE pursuant to this Master Agreement.
- DD. **“Overtime Pay”** refers to the amount, based upon the Overtime Rate, the Contractor shall bill and the Judicial Council or Participating JBE will pay for allowable overtime work provided by an Assigned Personnel. The Reports To must authorize overtime work before Overtime Pay will be considered an allowable charge under an Order. The Contractor shall bill Overtime Pay, when applicable, without any mark-up, as an item separate from the appropriate Billing Rate.
- EE. **“Overtime Rate”** refers to the rate, as set forth in Attachment 1 to Appendix B, Payment Schedules, used to calculate Overtime Pay, which the Contractor may bill and the Judicial Council or Participating JBE will pay, if the Assigned Personnel provided work within scope of the Order, in excess of a normal 8-hour work-day, when such overtime was pre-approved by the Reports To.
- FF. **“Participating JBE”** is a JBE that uses the services of this Master Agreement by issuing an Order pursuant to its terms and conditions. Any Participating JBE is responsible for its own Orders.
- GG. **“Pay Period”** means the time period (e.g. weekly, every two (2) weeks, twice a month, monthly, etc.) for which the Assigned Personnel receives payment on a regular basis from that Assigned Personnel’s employer for the work performed pursuant to an Order.
- HH. **“Salary Rate”** refers to the actual take-home hourly rate that the Contractor pays to its Assigned Personnel for performing the work of an Assignment set forth in the applicable Order (in other words, the rate reflected on the temporary employee’s paycheck). A Salary Rate is a component of the Billing Rate paid by the Judicial Council or Participating JBE for services rendered by the Contractor’s Assigned Personnel. A Salary Rate shall be in accordance with the appropriate Salary Rate, as set forth in Attachment 1 to Appendix B, Payment Schedules, or it shall be pursuant to

- an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Attachment 1 to Appendix B, Payment Schedules, via a subsequent Amendment to this Master Agreement.
- II. **“Start Date”** refers to the date set forth in an Order that identifies when the Assigned Personnel shall begin performing the work described for an Assignment in the applicable Order.
- JJ. **“Stop Work Order”** means the written Notice, delivered in accordance with this Master Agreement, by which a Participating JBE may require the Contractor to stop all, or any part, of the work of an Order or by which the Judicial Council may require the Contractor to stop all, or any part, of the work this Master Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- KK. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Master Agreement or Orders. For purposes of this Master Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- LL. **“Subcontractor Billing Rate”** refers to the gross hourly rate, prior to the deduction of any taxes, that the Contractor will bill the Judicial Council or Participating JBE and the Judicial Council or Participating JBE will pay the Contractor for the work performed for an Assignment by the Subcontractor’s Assigned Personnel pursuant to an Order issued under this Master Agreement. A Subcontractor Billing Rate is the amount the Contractor will pay the Subcontractor for work provided by the Subcontractor’s Assigned Personnel and includes the salary or pay rate, to be paid by the Subcontractor to the Assigned Personnel for performing the work set forth in an applicable Order, and the mark-up charges of the Subcontractor. A Subcontractor Billing Rate shall be in accordance with the appropriate Subcontractor Billing Rate, as set forth in Attachment 1 to Appendix B, Payment Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Attachment 1 to Appendix B, Payment Schedules, via a subsequent Amendment to this Master Agreement.
- MM. **“Subcontractor Mark-up”** refers to the percentage, as set forth in Appendix B, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the Judicial Council or Participating JBE will pay in addition to a Subcontractor Billing Rate when billed for services rendered by an Assigned Personnel employed by a Subcontractor. The Subcontractor Mark-up will be the Contractor’s compensation for its Subcontractor administration services rendered under this Master Agreement.

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- NN. **“Time Sheet”** refers to the form that the parties use to track the number of hours worked by an Assigned Personnel. A Time Sheet shall be completed for each Pay Period. The Time Sheet must be approved by the Reports To, and the Assigned Personnel. Terms and conditions listed on Time Sheets shall not be binding to the parties of this Master Agreement or any Order.
- OO. **“To Be Determined”** or **“TBD”** listed herein to represent items that are to be proposed and/or negotiated, and therefore have not been identified or agreed upon in order to include in the contractual terms yet.
- PP. **“Travel Expense(s)”** shall mean necessary transportation, meals, lodging, and other travel related expenses, which are required of the Assigned Personnel to perform the work of an Assignment set forth in an Order, and which must be pre-approved in writing by the Reports To, prior to incurring such an expense. For overnight travel, in accordance with the California Department of Human Resources guidelines, the Judicial Council will reimburse lodging expenses incurred while traveling, at Contractor’s actual cost. Lodging costs may not exceed \$150 (per day per person), plus tax and energy surcharge in San Francisco county; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax and energy surcharge in Los Angeles, Orange and Ventura counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$8.00**; lunch~**\$12.00**; dinner~**\$20.00**; and/or incidentals~**\$6.00**.
- Additionally, Travel Expenses may also include necessary ground transportation, including the actual cost of public transportation and/or a rental car. The Judicial Council or Participating JBE will reimburse Travel Expenses ground transportation usage at the applicable IRS-approved rate per mile.
- QQ. **“Work Location”** refers to the physical location set forth in an Order that identifies where the Assigned Personnel shall report to perform the work of an Assignment.
- RR. **“Work Schedule”** refers to the days of the week and hours during which the Assigned Personnel will report to perform the work of an Assignment for an Order. The Work Schedule shall be set forth in the Order.

**APPENDIX E
CLASSIFICATIONS**

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
ACCOUNTANT I ACCOUNTANT II	Bachelor's Degree, preferably with major course work in accounting and 1-3 years of experience. Bachelor's Degree, preferably with major course work in accounting and 4-6 years of experience.	Examples of Duties <ul style="list-style-type: none">• Perform general accounting procedures including maintaining accurate financial records and accurate, timely financial reports, maintaining consistent cash flow analyses for judicial branch entities including grant related funding.• Review incoming and outgoing contracts for financial, internal control, and regulatory compliance and signs off as the accounting officer.• Conduct site review of grantee and court record keeping procedures.• Analyze and review financial related legislation and expenditure reports and drafts necessary to issue papers and recommendations. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Knowledge of principles, practices, and applications of general, fund, and governmental accounting.• Knowledge of principles and practices of auditing, reviewing financial documents, budget administration, financial data collection, control and grant preparation.• Ability to interpret, explain, and apply requirements, rules and regulations related to various funding sources.• Ability to review and audit financial documents for completeness and accuracy.• Ability to generate and reconcile financial reports using an automated financial system.
ACCOUNTANT III	Bachelor's Degree, preferably with major course work in accounting and 6+ years of experience.	Examples of Duties (Includes duties detailed as Accountant I and II) <ul style="list-style-type: none">• Advanced level of accountant duties including preparing reports and

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<p>presentations regarding findings, conducting special studies and reviews as assigned.</p> <ul style="list-style-type: none">• Provide backup operational assistance as needed, reviewing and approving month-end reconciliations.• Oversee fixed asset accounting operations and grant accounting. <p>Knowledge, Skills and Abilities Includes knowledge, skills and abilities detailed as Accountant I and II)</p> <ul style="list-style-type: none">• Ability to review and audit financial documents for completeness and accuracy.• Ability to review, post and balance financial data.• Ability to generate and reconcile financial reports using an automated financial system.
ACCOUNTING CLERK I	Associate's Degree and 1 year of clerical experience in the area(s) of administration, procurement and/or accounting.	<p>Examples of Duties</p> <ul style="list-style-type: none">• Perform basic clerical and administrative duties such as recording and distributing incoming mail, verifying invoices and documents for arithmetic accuracy, screening calls and routing as appropriate, posting transactions and reconciling ledgers and accounting records to the system. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Basic working knowledge of specified computer applications such as MS Word, Excel, Access, etc.• Knowledge of Business Arithmetic.• Basic practices of reviewing documents for completeness and accuracy.
ACCOUNTING CLERK II	Associate's Degree and 2 years of clerical experience in the area(s) of administration, procurement and/or accounting.	<p>Examples of Duties (Includes duties detailed as Accounting Clerk I)</p> <ul style="list-style-type: none">• Perform basic administrative duties including preparing account systems

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<p>documents (e.g. vouchers, encumbrances, warrants, checks, etc.) for approval and distribution.</p> <ul style="list-style-type: none">• Verify data/information on accounting documents, filing and retrieval of accounting/financial documents in system.• Perform physical inventories of materials and equipment and maintains current vendor and product price listings. <p>Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as Accounting Clerk I)</p> <ul style="list-style-type: none">• Knowledge of accounting, terminology, practices and account coding methodology.• Experience with accounting internal control practices.• Ability to make accurate arithmetic calculations.
ACCOUNTING CLERK III	Associate's Degree and 3 years of clerical experience in the area(s) of administration, procurement and/or accounting.	<p>Examples of Duties (Includes duties detailed as Accounting Clerk I & II)</p> <ul style="list-style-type: none">• Administer accounting duties including preparing reports on the current and contemplated use of supplies for various operating units.• Review supply requests for completeness, accuracy, cost effectiveness and adherence to standards, codes, policies and procedures.• Prepare accounting systems documents (e.g. vouchers, encumbrances, warrants, checks, etc.) for approval and distribution. <p>Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as Accounting Clerk I & II)</p> <ul style="list-style-type: none">• Experience reviewing and preparation of reports independently.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<ul style="list-style-type: none">• Ability to perform more difficult and complex work requiring specialized expertise (than Accounting Clerks I & II).
ADMINISTRATIVE ASSISTANT I	High School Diploma and 1 year of experience in an administrative support role.	Examples of Duties <ul style="list-style-type: none">• Perform basic administrative functions and receptionist work such as typing, data entry, photocopying, collating, drafting memos, operating multi-line phone systems and providing exceptional customer service. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Experience with Microsoft Word and Outlook.• Ability to demonstrate organizational, interpersonal and professional skills.• Ability to determine the nature of situations, act resourcefully and quickly to resolve issues.
ADMINISTRATIVE ASSISTANT II	Associate's Degree and 1-2 years of experience in an administrative role.	Examples of Duties (Includes duties detailed as Administrative Assistant I) <ul style="list-style-type: none">• Perform mid-level support such as prepare memos, coordinate schedules, order supplies, and provide support for various projects or programs as requested. Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as Administrative Assistant I) <ul style="list-style-type: none">• Intermediate knowledge of Microsoft Office• Ability to exercise significant independence performing a broad variety of administrative support duties.• Experience in supporting a mid- to large-sized office environment.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
ADMINISTRATIVE ASSISTANT III	Bachelor's Degree and 2-4 years of experience, preferably in the public sector in an administrative role.	Examples of Duties (Includes duties detailed as Administrative Assistant I and II) <ul style="list-style-type: none">• Provide mid- to high-level administrative support and coordination for projects and programs, transcribe correspondence, coordinate travel plans, research, interpret and prepare data for statistical studies and reports. Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as Administrative Assistant II) <ul style="list-style-type: none">• Advanced knowledge of Microsoft Office including: mail merge, formulas, and the creation of basic charts and forms.• Ability to work independently with minimal direction.• Experience in managing various time-sensitive projects.• Ability to demonstrate effective communication and written skills at various levels.• Effective organization and time management skills.• Experience setting up and coordinating travel plans.
ADMINISTRATIVE ASSISTANT IV	Bachelor's Degree and 4-6 years of experience, preferably in the public sector in an administrative role.	Examples of Duties (Includes duties detailed as Administrative Assistant I-III) <ul style="list-style-type: none">• Provide executive-level administrative support including handling sensitive/confidential information, coordinate detailed travel plans, review and finalize reports, oversee and coordinate various projects and programs, analyze administrative reports and act as a liaison for executives to communicate agency-wide information.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<p>Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as Administrative Assistant III)</p> <ul style="list-style-type: none">• Advanced knowledge of Microsoft Office including: mail merge, formulas, and the creation of basic charts and forms.• Ability to execute daily responsibilities and duties based on organizational structure and protocol.• Experience in supporting high-level executives.• Experience in making and coordinating detailed travel plans.• Ability to oversee high-level projects and programs with minimal direction.
<p>ANALYST I OR II</p> <p>I:</p> <p>II:</p>	<p>Bachelor's Degree AND:</p> <p>I: 1 year of experience in an analyst role in the specified functional area.</p> <p>II: 2-4 years of experience in an analyst role in the specified functional area.</p>	<p>Examples of Duties</p> <ul style="list-style-type: none">• Perform analytical work and support relating to compiling data, distributing surveys, researching various topics and summarizing results, drafting memos, reports and other documents, testing systems, evaluating and developing work systems, compiling and projecting cost of programs, present findings and recommending solutions. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Demonstrate knowledge of principles and practices of specified field.• Ability to display organizational, interpersonal and professional skills.• Ability to interpret, explain and apply requirements, rules and regulations related to issues in the assigned program area.• Display knowledge of the quantitative and qualitative analysis of data.
<p>ANALYST III</p>	<p>Bachelor's Degree AND:</p>	<p>Examples of Duties (Includes duties detailed as Analyst I and II)</p> <ul style="list-style-type: none">• Perform high level analytical work including modifying existing programs,

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	III: 4-6 years of experience in an analyst role in the specified functional area.	<p>writing new programs and evaluating alternative methods for solving specified problems.</p> <p>Knowledge, Skills and Abilities (Includes knowledge, skills, and abilities detailed as Analyst I and II)</p> <ul style="list-style-type: none">• Ability to review, analyze and recommend to management organizational policy and procedures for agency operations.• Ability to participate in the development of new or revised programs, systems and procedures and methods of operation and monitor the effectiveness and results of new initiatives.
ASSISTANT LIBRARIAN	Master's Degree in Library Science from an Accredited institution and 2-4 years experience of a similar capacity.	<p>Examples of Duties</p> <ul style="list-style-type: none">• Provide assistance with duties and operations of a research library including developing procedures and policies associated with the research library and preparing a variety of effective written materials related to communicating and training of library usage. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Ability to participate in developing and implementing goals, objectives, policies, procedures and work standards associated with operating a research library.• Ability to instruct, train and assist staff, including analysts, attorneys, externs and other staff members in library usage.• Experience in performing intermediate-level legal and public policy reference and research.
ATTORNEY	Admission to the State Bar of California AND:	Examples of Duties

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<p>I:</p> <p>II:</p> <p>III:</p>	<p>I: 2-4 years relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court or legal publishing company.</p> <p>II: 4-6 years relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court or legal publishing company.</p> <p>III: 6+ years relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court or legal publishing company.</p>	<ul style="list-style-type: none"> • Support and perform legal services including consulting with other attorneys and/or professional staff regarding legal issues, serving on committees as required and conducting special legal research and assignments when requested. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none"> • Experience in analysis and drafting of legal and policy memoranda. • Experience and involvement in legal publishing, legislation or contracts. • Experience providing legal or judicial education. • Experience staffing committees.
<p>AV SYSTEMS DESIGN ENGINEER</p> <p>I:</p> <p>II:</p> <p>III:</p>	<p>Bachelor's Degree with course work in audiovisual systems engineering and:</p> <p>I: 2-4 years of relevant experience;</p> <p>II: 4-6 years of relevant experience; and</p> <p>III: 6+ years of relevant experience.</p>	<p>Examples of Duties</p> <ul style="list-style-type: none"> • Analyze, design, integrate, install and support audiovisual systems hardware, software, and technical infrastructure. • Develop, analyze, review, and evaluate audiovisual and low voltage systems solutions; and assist with the development of standards and evaluate capital constructions project for conformance; • Review and comment on schematic plans and specifications prepared by architects and consultants; • Investigate, analyze, and evaluate project cost feasibility; review and prepare reports for cost estimates, RFP and contract submittals

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<p>Knowledge, Skills and Abilities: All levels of AV Systems Design Engineer must possess the following:</p> <ul style="list-style-type: none">• Knowledge of principles of audiovisual and low-voltage technologies design, development, engineering, integration and implementation.• Knowledge of principles of standards development creation and conformance evaluation.• Knowledge of principles of schematic, design, and construction drawing creation and review; and facility design and construction.• Knowledge of principles of budget development, contract and Request for Proposal (RFP) creation and evaluation.• Knowledge of principles of audiovisual and low-voltage systems performance criteria and analysis, methods and mechanisms for testing and problem resolution.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<p>CONTRACT SPECIALIST</p> <p>I:</p> <p>II:</p>	<p>I: Bachelor's Degree with major course work in business administration or a closely related field and 1-3 years of relevant experience.</p> <p>II: Bachelor's Degree with major course work in business administration or a closely related field and 4-6 years of relevant experience.</p>	<p>Examples of Duties</p> <ul style="list-style-type: none"> • Perform contracting duties including developing and preparing Request for Proposals (RFP), Request for Information (RFI), and complicated bid documents. • Provide training to staff and courts in evaluation techniques for RFPs, RFIs, and bid documents. • Facilitate bidders' conferences, negotiating price, terms, and conditions with vendors. • Provide training to branch staff on negotiation techniques, drafting contracts. • Develop general, special, and technical provisions in contracts to ensure maximum competition. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none"> • Knowledge of principles and practices of acquisition planning, development, and implementation. • Knowledge on contract administration and termination techniques. • Ability to conduct price/cost analysis.
<p>CONTRACT SPECIALIST III</p>	<p>Bachelor's Degree with major course work in business administration or a closely related field and 6+ years of relevant experience.</p>	<p>Examples of Duties (Includes duties detailed as Contract Specialist I and II)</p> <ul style="list-style-type: none"> • Perform high level contract consultation including making policy recommendations on contracting matters. • Serve as an expert resource for the branch on policies and procedures related to procurement and contracting. <p>Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as Contract Specialist I and II)</p>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<ul style="list-style-type: none">• Knowledge of laws, regulations and rules associated with contract development, administration and termination.• Knowledge of contract types, methods and techniques including cost and incentive contracting, award fee, cost-sharing arrangements, processing of unsolicited proposals and multiple awards.
DATA ENTRY TECHNICIAN	High School Diploma and 1 year of experience in an administrative role.	Examples of Duties <ul style="list-style-type: none">• Perform basic data-entry duties including typing, 10-key, transcribing correspondence, organize files and records, input documents completely, legibly and accurately and identify and request corrections, if needed. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Ability to communicate effectively and recommend solutions where issues arise.• Possess great attention to detail and accurateness.• Experience working with limited supervision.
EDITOR	Bachelor's Degree in Public Administration or Communications and 1-2 years experience of a similar capacity.	Examples of Duties <ul style="list-style-type: none">• Perform editorial duties related to coordinating production and editing assigned written materials, reports and publications, conforming to editorial conventions, providing technical advice to users and suggest recommendations to copy rewrites and write marketing copy for publications. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Knowledge of established editorial conventions and procedures

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<ul style="list-style-type: none">• Experience with basic publishing methodology, including typesetting and design software, etc.• Knowledge of legal terminology, legal citation style and principles of basic legal research.
FACILITIES ADMINISTRATOR I	Associates Degree and a minimum of 2 years of experience in facility/building management.	Examples of Duties <ul style="list-style-type: none">• Perform management of day-to-day facilities and building duties including conferring with Building Management and clients to identify and correct facility problems, assist with renovation of existing space, coordinate moves and relocation of staff, including site readiness, resolve move issues.• Maintains database of office and workstation assignments.• Oversee small building alterations, repairs, and maintenance projects.• Oversee project budgets and control costs. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Principals of vendor management.• Knowledge if current practices and materials used to repair buildings and facilities including the technical aspects of building operations.• Experience with facility maintenance.• Experience with project and schedule management.• Knowledge of space analysis and planning techniques.• Ability to manage multiple projects and analyze existing space needs.• Ability to monitor project budgets and implement cost controls.
FACILITIES ADMINISTRATOR II	Bachelor's Degree and a minimum of 4 years of	Examples of Duties (Includes duties detailed as a Facilities Administrator I)

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	experience in facility/building management.	<ul style="list-style-type: none">• Perform management of facilities and building duties including participating in the development of criteria for prioritization of preventive maintenance and operations activities.• Conduct studies to forecast, evaluate operations and maintenance needs, equipment replacement requirements, staffing requirements, and cost effectiveness of programs, equipment, and procedures.• Acts as unit liaison to Superior Court Executive Officers and County Administrative Officers.• Develops a working knowledge of court-specific administrative priorities and appropriately aligning facilities management resources. <p>Knowledge, Skills and Abilities (Includes knowledge, skills, and abilities detailed as a Facilities Administrator I)</p> <ul style="list-style-type: none">• Experience in facility operations and maintenance planning, development and implementation techniques.• Knowledge of laws, regulations and standards associated with health and safety, labor compliance, building and government codes.• Experience with contract negotiation and administration. Including understanding contract documents such as specifications, proposals and bids.• Knowledge of emergency response and coordination procedures, policies, standards and processes.• Understand architectural and engineering plans and reports, technical systems and financial analyses.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
GRAPHIC DESIGNER	Associates' Degree in Graphic Design or Web Design or closely related field plus 1-2 years experience of a similar capacity.	Examples of Duties <ul style="list-style-type: none">• Perform specialized design and coding for electronic publishing including designing format of documents, using specialized graphic design software, producing and finalizing graphics and images and coordinate with client and third party vendors to establish design criteria and materials. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Advanced proficiency with a variety of design and graphics software, including page layout, illustration, slide presentation and image manipulation applications.• Experience with peripheral equipment, including graphic tablet, scanner, removable storage devices and output devices.• Ability to organize, prioritize, and coordinate multiple work activities and meet critical deadlines with minimal supervision.• Ability to establish and maintain effective working relationships with those contacted in the course of work.
HELP DESK ASSISTANT	Equivalent to graduation from High School AND: Minimum of one year experience providing Customer Service/Helpdesk phone technical customer support.	Knowledge, Skills and Abilities <ul style="list-style-type: none">• Excellent verbal and written communication skills;• Excellent interpersonal skills and ability to interact with a diverse end user community;• Possess general knowledge of computer hardware, software, and networks and understanding of IT tools;• Fluent in MS Excel, Access, PowerPoint, Word, and Outlook;• Strong analytical abilities including the demonstrated ability to comprehend

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		new information technologies (IT) and solve problems; and <ul style="list-style-type: none">• Good organizational skills.
LABOR AND EMPLOYEE RELATIONS ANALYST I	Bachelor's degree and minimum of 4 years professional experience in a labor and employee relations position as an analyst or in a supervisory role.	Examples of Duties <ul style="list-style-type: none">• Provide expertise and serve as spokesperson for the court in labor negotiations and during collective bargaining.• Serve as an investigator of formal and informal claims of discrimination and drafts responses.• Analyze and prepare legal memoranda and issues papers, legal opinions, and other legal memoranda. Participate in the development of judicial branch employment policies. Knowledge, Skills and Abilities: Both levels of Labor and Employee Relations Analysts must possess the following: <ul style="list-style-type: none">• Working knowledge of collective bargaining process in the public and/or private sectors.• Knowledge of negotiation principles including negotiations preparation, trust building, effective listening and understanding settlement ranges.• Experience resolving disputes and investigatory skills.• Knowledge of best alternatives to a negotiated agreement (e.g., impasse procedures).• Knowledge of grievance and arbitration procedures.• Ability to interpret and apply labor laws and provisions of memoranda of understanding.
LABOR AND EMPLOYEE RELATIONS ANALYST II	Active membership in the State Bar of California and a minimum of 4 years of relevant post-bar experience either in a legal	Examples of Duties <ul style="list-style-type: none">• Provide expertise and serve as spokesperson for the court in labor

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	setting such as private law practice, corporation or government agency performing employee relations investigations.	<p>negotiations and during collective bargaining.</p> <ul style="list-style-type: none">• Serve as an investigator of formal and informal claims of discrimination and drafting responses.• Analyze and prepare legal memoranda and issues papers, legal opinions, and other legal memoranda. Participate in the development of judicial branch employment policies.• Assist with contract language development and development of a strong labor-management team.• Conducts research and drafts initial responses to Public Employment Relations Board charges, grievances and Dept. of Fair Employment & Housing claims. <p>Knowledge, Skills and Abilities (Includes knowledge, skills and abilities detailed as a Labor and Employee Relations Analyst I):</p> <ul style="list-style-type: none">• Analysis and drafting of legal and policy memoranda.• Collective bargaining principles, including recognition of exclusive bargaining representatives, management rights, scope of bargaining, and unfair labor practices.• Responding to complaints and grievances.• Investigation techniques and process.• Research of legal issues.
LIBRARY TECHNICIAN	Associate's Degree with coursework in library technology and 1-2 years of relevant experience.	<p>Examples of Duties</p> <ul style="list-style-type: none">• Provide assistance in the circulation of library materials including coordinating library acquisition activity, processing and tracking books and materials, and cataloging library materials and records manually and electronically.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Knowledge of basic principles and practices of library classification, cataloging, research, and reference work.• Knowledge of practices and procedures of the operation of a research library and use of standard library resources.
<p>OFFICE CLERK</p> <p>I:</p> <p>II:</p> <p>III:</p>	<p>High School Diploma AND:</p> <p>I: 1 year of experience in an administrative support role.</p> <p>II: 2-4 years of experience in an administrative support role.</p> <p>III: 4-6 years of experience in an administrative support role.</p>	<p>Examples of Duties</p> <ul style="list-style-type: none">• Provide basic clerical support such as typing, answering phones, sorting and distributing mail, making photocopies, collating material, stuffing envelopes, file sorting, data entry, word processing, operating, troubleshooting and maintaining basic office equipment, and distributing and maintaining records. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Ability to display organizational, interpersonal and professional skills• Ability to communicate effectively and work independently with minimal supervision.• Experience operating office and mail equipment (includes but not limited to: photocopiers, paper shredders, stamp machines, etc.).• Ability to proofread and maintain accurate records of work performed.
<p>PARALEGAL</p> <p>I:</p> <p>II:</p> <p>III:</p>	<p>I: 1-3 years of paralegal experience involving complex litigation.</p> <p>II: 4-6 years of paralegal experience involving complex litigation and a paralegal certificate from an accredited institution.</p>	<p>Examples of Duties</p> <ul style="list-style-type: none">• Perform duties associated with paralegal support including working closely with attorneys to gather documentation and supporting information, summarizing court and legal records, maintaining case files and database information, generating indexes, retrieving supporting information and assembling

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	III: 6+ years of paralegal experience involving complex litigation and a paralegal certificate from an accredited institution.	<p>background information and performing legal research, including use of computer assisted legal research systems.</p> <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Ability to research and analyze information.• Experience drafting legal documents.• Ability to perform legal research on Lexis/Nexis library databases.• Possess summarization, discovery, and indexing skills.• Intermediate working knowledge of specified computer applications such as: MS Word, Excel, PowerPoint, Email, Internet, Calendar software.
RESEARCH TECHNICIAN	Bachelor's Degree in Public Administration or Communication and 1-2 years of relevant experience.	<p>Examples of Duties</p> <ul style="list-style-type: none">• Provide a variety of research services such as conduct qualitative and quantitative research and planning activities related to judicial management, develop sample and analysis plans for research, design and manage databases, draft reports and summaries, and write and respond to requests for proposals. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Knowledge of substantive and procedural legal principles and applications.• Experience in legal research methods and principles of administrative and constitutional law.
SYSTEMS TECHNICIAN I	Equivalent to graduation from high school AND: 2 years of any combination of formal education in information systems, automated office	<p>Examples of Duties:</p> <ul style="list-style-type: none">• Resolve product support issues with vendors and third-party contractors;• Implement hardware and software as per ISD management's approval;

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	technology, or a closely related field and/or experience in operating and maintaining automated office systems, including user support.	<ul style="list-style-type: none">• Ability to transport (and lift) equipment up to 60 pounds. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Analyze systems performance and maximize efficiency;• Install, maintain, operate, troubleshoot, and repair personal computers, servers, and related equipment; and• Operate, monitor, and optimize the performance of local area networks.
SYSTEMS TECHNICIAN II	Equivalent to graduation from high school AND: 4+ years of experience.	<p>Examples of Duties (Includes Duties detailed as a Systems Analyst I)</p> <ul style="list-style-type: none">• Recommend standards for hardware and software configurations of commercially available software (COTS); and• Develop performance and testing criteria for new hardware and software. <p>Knowledge, Skills and Abilities (Includes knowledge, skills, and abilities detailed as a Systems Analyst I):</p> <ul style="list-style-type: none">• Experience in project management and working with interdepartmental, cross-functional groups and teams;• Advanced oversight and administrative experience in Microsoft server (Server 2003/2007), client operating system (Windows XP/Vista) and Microsoft Outlook / Exchange and Active Directory;• Microsoft certification in Exchange, Operating Systems, and/or Active Directory Services;• Building/imaging of Intel (PC) based servers, laptops and workstations in an enterprise environment;• Experience with migration and application software and hardware rollout, change control and patch updates;

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<ul style="list-style-type: none">• Good knowledge of Network operating systems and understanding of LAN/WAN principles;• Experience and knowledge of FTP, remote access and other terminal emulator software, VMW experience are a plus;• Understanding and experience with Ethernet 100/1000 (gig) baseT LAN/WAN, TCP/IP and Cisco Internetworking;• Storage Area Networks (SAN) and/or Network Attached Storage (NAS) devices and environments; and• Resolve product support issues with vendors and third-party contractors;• Implement hardware and software as per ISD management's approval;• Recommend standards for hardware and software configurations of commercially available software (COTS); and• Develop performance and testing criteria for new hardware and software.• Ability to transport (and lift) equipment up to 60 pounds.
TELECOMMUNICATIONS TECHNICIAN	Associate's Degree and a minimum of 3 years of relevant experience.	<p>Examples of Duties</p> <ul style="list-style-type: none">• Provide assistance with new phone line requests, existing phone line verifications, changes, and moves.• Build call trees, unit lines for offices, new conference line requests.• Provide maintenance on Voice Services.• Conduct bill reconciliations and call detail reporting. <p>Knowledge, Skills and Abilities</p> <ul style="list-style-type: none">• Experience managing and maintaining telephone systems and coordinating telecommunication activities both at a technical and administrative level.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<ul style="list-style-type: none">• Knowledge of voice over IP systems.• Knowledge of contract management practices.• Experience applying cost management and cost-effectiveness techniques.• Ability to analyze and monitor project budgets and implement cost controls.
WEB CONTENT STRATEGIST	Bachelor's Degree in Information Systems, Computer Science or closely related field and 4-6 years experience of a similar capacity.	Examples of Duties <ul style="list-style-type: none">• Perform a strategic consultant role supporting the Judicial Council and various state websites. Tasks include web development, design, programming, testing, traffic management, content production, delivery, software technology concepts and project management. Knowledge, Skills and Abilities <ul style="list-style-type: none">• Strong content and user experience skills.• Proven system development and project management experience (from conception to security and maintenance of web content).• Experience in a lead role developing content strategies for the web and contributing to editorial platforms.
MANAGEMENT CONSULTANT	Bachelor's Degree AND: III: 10 years of public sector experience in program or project oversight; providing analysis, research, and advising in the required functional area.	Examples of Duties <p>Incumbents in this assignment perform complex management, administrative, financial, budgetary, and organizational work under the direction of a member of the Judicial Council Executive Team and involve mission-critical confidential and strategic activities, such as:</p> <ul style="list-style-type: none">• Assist management with organization-wide functions which have responsibility for organization-wide outcomes;• Provide analytical support activities such as research, analysis preparation, data collection and

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<p>make recommendations or provide subject matter expertise advice to management.</p> <ul style="list-style-type: none">• Exercise strategic thinking with organization-wide application and impact;• Review programs responsible for providing policy direction and implementation in support of the strategic objectives of the Executive Office, the Judicial Council, or other judicial branch entities. <p>Knowledge, Skills and Abilities</p> <p>Knowledge of:</p> <ul style="list-style-type: none">• Principles, practice and methods of assigned function(s) and/or unit(s);• Principles, practice and methods of public and business administration;• Principles, practice and methods of program development and administration;• Principles, practice and methods of budget preparation and administration;• Finance and accounting systems including government finance and budgeting procedures;• Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment. <p>Skill or Ability in:</p> <ul style="list-style-type: none">• Applying advanced management principles with critical impact on the organization;• Applying specialized and advanced level knowledge and abilities in the area to which assigned.• Providing effective collaboration;• Exercising business and political acumen;• Exercising confidentiality.• Analyzing administrative problems, budgets, programs, systems, and procedures to develop effective and comprehensive solutions;

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CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		<ul style="list-style-type: none">• Conducting thorough administrative and financial analyses and develop effective recommendations.

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APPENDIX F
CONTRACTOR'S KEY STAFF

Name of Contractor's Key Staff	Position
Danessa Maynard	Sourcing Manager
Pietro Obert	Account Representative
Betty Mullen	Accounting Lead

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**APPENDIX G
FORMS AND TEMPLATES**

This Appendix includes the following attachments:

- 1) Form A – Temporary Services Employee Agreement Form
- 2) Form B - Reference Check Template
- 3) Form C – Sample Work Order Template

**APPENDIX G
FORM A
TEMPORARY SERVICES EMPLOYEE AGREEMENT FORM**

FOR GOOD CONSIDERATION, and in consideration of being assigned
by _____ (“Agency”) and
providing temporary services to _____
 (“Participating JBE”), I hereby agree and acknowledge:

1. That during the course of my assignment for the Participating JBE there may be disclosed to me certain information that may include trade secrets, financial, statistical, personnel, technical, business and other data and information relating to the Participating JBE’s business or the business of its constituents (“Confidential Information”).
2. Confidential Information includes, but is not limited, to trade secrets, financial, statistical, personnel, technical, business and other data and information provided by or relating to the Participating JBE’s business or the business of its constituents. Confidential Information does not include (a) information that is already known by the receiving party, free of the obligation of confidentiality to the disclosing party; (b) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this agreement; (c) information that is independently developed by the receiving party without reference to the Confidential Information; (d) information that the receiving party rightfully obtains from a third party, free of the obligation of confidentiality to the disclosing party; or (e) information that the receiving party obtains from the other party that the receiving party believes is free of the obligation of confidentiality to the disclosing party.
3. During the course of my assignment for the Participating JBE and any time thereafter:
 - a) I shall not use for myself or others, or disclose or divulge to others, including future employers, any Confidential Information received as a result of my assignment to the Participating JBE.
 - b) I shall not acquire any right or title to the Confidential Information.
4. I agree that upon termination of my assignment with the Participating JBE, I shall return to the Participating JBE all Confidential Information, documents and property of the Participating JBE, including but not necessarily limited to: building pass, security badge, pass codes, drawings, blueprints, reports, manuals, correspondence, computer programs, and all other materials and copies thereof relating in any way to the Participating JBE’s business, or in any way obtained by

me during the course of my assignment for the Participating JBE. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

5. Notwithstanding the foregoing, it is agreed that, upon written notice to the Participating JBE, the Confidential Information may be disclosed (a) to the extent necessary to comply with any law, rule, regulation or ruling, or (b) as appropriate to respond to any summons or subpoena.
6. Furthermore, all documents, deliverables, software, systems designs, disks, tapes CDs and any other data or materials that I may create in whole or in part during the course of or related to my assignment for the Participating JBE shall be treated as if it were "work for hire" for the Participating JBE and I will immediately disclose to the Participating JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, in the course of or related to services that I may provide to the Participating JBE.
7. All ownership and control of the above data, materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Participating JBE, and I hereby assign all right, title, and interest that I may have in such data, materials, and Creations to the Participating JBE, without any additional compensation and free of all liens and encumbrances of any type. Upon the Agency's or the Participating JBE's written request, I shall immediately provide the Participating JBE with all such data, materials, and Creations and execute any assignment requested by the Participating JBE.
8. Additionally, I agree not to publish or submit for publication any article, press release, or other writing relating to the services I provide for the Participating JBE without prior written permission from the Participating JBE.
9. During the course of my assignment for the Participating JBE, I will not knowingly engage in any illegal actions or perform any work involving any dangerous condition or unusual risk of bodily injury.
10. I will perform all services for the Participating JBE in a professional manner and I will not disclose any private information of the Participating JBE that is obtained in the performance of providing such services that if disclosed to third parties may be damaging to the Participating JBE.
11. The Agency may notify any future or prospective employer or third party of the existence of this agreement and, in addition to any other remedy, shall be entitled to full injunctive relief for any breach.
12. The laws of the State of California shall govern this agreement and its validity, construction and effect without regard to conflict of law principles.

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13. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Agency, its successors and assigns.

Signed this _____ day of _____ 200____.

(Print Full Name)

(Signature)

END OF FORM

**APPENDIX G
FORM B
REFERENCE CHECK TEMPLATE**

PART I: CANDIDATE INFORMATION

Candidate Name: _____ **Title Held:** _____
Dates Employed: _____ **Dates** **YES** **NO*:**
consistent ***If no, state reason:**
with App?

PART II: REFERENCE INFORMATION

Reference Name: _____ **Current Title:** _____

Company Contacted: _____ **Phone:** _____

Former Company
Name: (if employer **Former Title: (if changed)**
differs)

PART III: REFERENCE CHECK QUESTIONS

1. What was your professional relationship to the candidate?
2. How long have you known and/or supervised the candidate?
3. What was the candidate's job title and responsibilities during his/her employment?
4. How would you describe the overall quality of the candidate's work and why?
If above average, can you provide me with specific examples of how the work of (the candidate) is/was exemplary?
5. What do you consider to be the candidate's strongest skills?
6. What would you consider as the candidate's weakest points, or areas where he/she could have benefited from additional coaching?
7. On a 0 - 10 scale, with 0 being poor and 10 being exceptional, how would you rate the candidate's level of customer service and why?
8. (If applicable to level) How would you describe the candidate's analytical skills?

9. (If applicable to level) How would you rate the candidate's ability to manage an assigned project and meet required deadlines?
10. How would you describe his/her ability to function in stressful environments and situations?
11. Can you describe the candidate's verbal communication skills? If possible, please elaborate on the candidate's ability to communicate effectively through speaking and listening, and (if applicable) during meetings, presentations, trainings, etc.
12. Can you describe the clarity and overall quality of the candidate's written communication? Specifically, how effective was the candidate's communication to others in the form of email, memoranda, reports, and other correspondence?
13. How did he/she get along with peers, subordinates, and higher-level staff? Were there ever any personality conflicts? What type of exposure or experiences (if any) did they have working with individuals at the executive level?
14. Did you ever have to counsel this employee for absenteeism or attendance/punctuality?
15. During the candidate's employment, were there any incidents of dishonesty, or threatening behavior? Please describe.
16. Could you fully describe the circumstances and reason for the separation?
17. If given the opportunity, would you rehire (the candidate)?
18. Is there anything else you could tell us that will help us to consider him/her for the position which I described to you earlier?

REFERENCES CHECKED BY:

DATE:

Miscellaneous Information to Note:

END OF FORM

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APPENDIX G

FORM C

SAMPLE WORK ORDER TEMPLATE (*)

(*) The Judicial Council reserves the right to update, modify or change the Work Order template, and such change will be effective without an amendment to the Agreement or Contractor's signature.

TEMPORARY AGENCY STAFF WORK ORDER & EXEMPTION

New Work Order Extension Change PTE Change Fund Type or Job #

REQUEST DATE _____ REQUESTOR _____
 CONTACT PERSON _____ EFFECTIVE DATE _____
 POSITION NO. _____ FUND TYPE _____

A. Position Funding Source

<input type="checkbox"/> Make Agency Temp Contract	F = Fully Funded	_____	_____
<input type="checkbox"/> Grant	F = Fully Funded	_____	_____
<input type="checkbox"/> Other Cost Budget	F = Fully Funded	_____	_____
<input type="checkbox"/> Other	F = Fully Funded	_____	_____

B. Position Information

Temp. Description _____ H. Address _____
 Hourly Rate _____

Backfill an existing or abolished position If no. enter position # _____
 If not a backfill, enter "new"

Work Schedule Full Time _____ Hrs/Week PTE
 Part Time _____

Start Date _____
 End Date _____

Total Assignment Hrs.

Background Check Expense \$0.00

C. Total Cost: Total Assignment Cost

D. Justification and Necessity for Temporary Staff: (If extension, include explanation why permanent assignment could not be completed within original term)

E. Consequences if temporary staff request not granted:

F. Funding Impact of Request: (Fiscal Analysis to be Attached by Grant Services)

EMAIL APPROVALS REQUIRED AT ALL LEVELS OF THE PARS PROCESS

1. Position Dates and Responsibilities

[Empty rectangular box for Position Dates and Responsibilities]

2. Required Skills, Licenses, Certifications and Education (include in detail - Skills that must be met)

[Empty rectangular box for Required Skills, Licenses, Certifications and Education]

3. COMMENTS

Work Date: _____
Last Review: _____

File Name: _____
File Code: _____

4. PARALLEL

EMAIL APPROVALS ARE REQUIRED AT ALL LEVELS OF THE PARS PROCESS



APPENDIX H

Participating Addendum

- 11.18.1.1 This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the _____ [add full name of the JBE] (“JBE”) and [add name of Contractor] (“Contractor”) pursuant to the Master Agreement # _____ [add Master Agreement # - see cover page] (“Master Agreement”) dated _____, 20__ [add Effective Date of the Master Agreement] between the [add name of the JBE that established the Master Agreement] (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- 11.18.1.2 This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- 11.18.1.3 Under this Participating Addendum, the JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
- 11.18.1.4 The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 11.18.1.5 Pricing for the Work shall not exceed those prices set forth in the Master Agreement. The following volume discounts are offered by the Contractor and accepted by the Judicial Council and Participating JBE’s:

Number of Concurrent Placements in Individual Work Orders Issued Under an Awarded Master Agreement	Percent (%) Discount to be Applied to Work Order
1 to 3	0%
4 to 6	0.5%
7 to 10	1%
11 to 14	1.50%
15+	2%

11.18.1.6 The term of this Participating Addendum shall be from the Effective Date until: [_____ month/day/year – may not exceed the term of the Master Agreement].

11.18.1.7 The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

[Instructions to the JBE establishing the Master Agreement: add provisions as appropriate, and in accordance with the terms of the Master Agreement. For example:

- *Options for ordering, including description of the Goods, Services and/or Deliverables.*
- *Options for: service levels, quantity, model #s, delivery dates, pricing, etc.*

11.18.1.8 Any notices must be sent to the following address and recipient:

If to Contractor: [name, title, address]	If to the JBE: [name, title, address]
<u>With a copy to:</u>	<u>With a copy to:</u>

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.

11.18.1.9 This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

[CONTRACTOR]

(Rev. July 2018)

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX I


UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

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

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Participating Addendum of \$100,000 or more.

Contractor Name (Printed)	Artizen, Inc.	Federal ID Number	94-3140270
By (Authorized Signature)			
Printed Name and Title of Person Signing	Rosanna Hayden - CEO		
Date Executed	Executed in the County of Sonoma in the State of CA		
6/12/19			