JUDICIAL COUNCIL OF CALIFORNIA
MASTER AGREEMENT COVERSHEET (rev 07-14-15)
For Temporary Staffing Services

MASTER AGREEMENT NUMBER
MA-201606
FEDERAL EMPLOYER ID NUMBER
95-2580864

1. In this agreement (the "Master Agreement"), the term "Contractor" refers to **Howroyd Wright Employment Agency, Inc., dba: AppleOne Employment Services**, and the term "Judicial Council" refers to the **Judicial Council of California.**

2. This Master Agreement becomes effective as **June 24, 2016** (the "Effective Date") and expires on **June 23, 2017.**

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

4. The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; (4) Exhibit D, Schedules, including: (i) Schedule 1, Salary Rates Schedule; (ii) Schedule 2, Conversion Salary Rates Schedule; (iii) Schedule 3, Billing Rates Schedule including Contractor Mark-up and Salary Rates; (iv) Schedule 4, Billing Rates Schedule including Contractor Mark-up and Conversion Salary Rates; (v) Schedule 5, Billing Rates Schedule including JBE Referral Mark-up and Salary Rates; (vi) Schedule 6, Billing Rates Schedule including Subcontractor Mark-up and Subcontractor Billing Rates; (5) Exhibit E, Description of Services; (6) Exhibit F, Classifications; (7) Exhibit G, Contractor's Key Staff; (8) Exhibit H, Attachments, including, (a) Form A, Temporary Services Employee Agreement Form; (b) Form B, Reference Check Template; and (c) Form C, Sample Work Order Template, contains the parties' entire understanding related to the subject matter of this Master Agreement. Any and all authorized Orders are hereby incorporated by reference. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and subsequent fully executed Orders. Any Amendments, starting with the most recent, shall take precedence over the existing Contract Documents.

JUDICIAL COUNCIL'S SIGNATURE	**CONTRACTOR'S SIGNATURE**
Judicial Council of California	CONTRACTOR'S NAME (*if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.*) **Howroyd Wright Employment Agency, Inc., dba: AppleOne Employment Services**
BY (*Authorized Signature*) ✍	BY (*Authorized Signature*) ✍
PRINTED NAME AND TITLE OF PERSON SIGNING **Stephen Saddler, Manager, Contracts**	PRINTED NAME AND TITLE OF PERSON SIGNING RICK HAGMANN - DIRECTOR OF GOVERNMENT SERVICES
DATE EXECUTED 6/27/16	DATE EXECUTED JUNE 24, 2016
ADDRESS **Attn: Branch Accounting and Procurement | Administrative Division** 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS **Attn: Rick Hagmann, Director of Government Services** 16371 Beach Blvd., Suite 240 Huntington Beach, CA 92647

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council and Participating JBE's, and their officers, agents, and employees from (i) any and all claims and losses accruing or resulting to the extent caused by the negligent acts and/or willful misconduct of Contractor or any and all of its other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying work, Materials, Data, or services in connection with the performance of this Master Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Master Agreement. To the maximum extent permitted by applicable law, the parties acknowledge and agree that neither Contractor nor Judicial Council and Participating JBEs nor any of their respective officers, directors, employees, agents or affiliates shall have any liability for damages resulting from a default or breach of this Agreement or an Order that the breaching party could not have reasonably foreseen on execution of this Agreement or an Order.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Master Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council or Participating JBE's.

3. Termination for Cause

A. Pursuant to this provision, the Judicial Council may terminate this Master Agreement or a Participating JBE may terminate its Order, in whole or in part, under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of an Order or of this Master Agreement, or (c) so fails to make progress as to endanger performance of an Order or of this Master Agreement in accordance with its terms, and, after receipt of a written Notice from the Judicial Council or Participating JBE, specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,

ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors,

admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any state authority relating to insolvency or protection from the rights of creditors.

B. In the event the Judicial Council terminates this Master Agreement or Participating JBE terminates its Order, in whole or in part, due to the Contractor's failure to perform, the Judicial Council or JBE may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Judicial Council or JBE for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Master Agreement or the Order to the extent not terminated under this provision.

C. The Contractor shall not be liable for any excess costs if the failure to perform the Order or the Master Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

D. If, after Notice of termination for default of the Order or this Master Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the Judicial Council Participating JBE shall be to pay only for the services rendered at the rates set forth in the Master Agreement.

E. In the event an Assignment is terminated, but neither the Order that authorized that Assignment nor the Master Agreement is terminated pursuant to this provision, such termination of Assignment shall be per Exhibit E, Description of Services, paragraph 8, Termination of Assignment and Conversion.

F. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

4. No Assignment

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

5. Time of Essence

Time is of the essence in the Contractor's performance of this Master Agreement and any Orders.

6. Validity of Alterations

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

7. Consideration

The consideration to be paid to the Contractor under this Master Agreement or any Order shall be compensation for all the Contractor's expenses incurred in the performance of any Order under this Master Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

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

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 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 a Participating JBE and that 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 Exhibit D, 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 Exhibit D, 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 a JBE, for performing the work set forth in an applicable Order, and the 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 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 Exhibit C, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the 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 Participating JBE. Conversion Period is set forth in Exhibit E, Description of 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 Exhibit D, 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 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 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 Exhibit C, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the 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 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.

V. "**Key Staff**" refers to the Contractor's personnel named in Exhibit G, 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 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**" refers to an ordering document (e.g., work order(s) and purchase order), that is used by a 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 Participating JBE to an authorized Order for payment purposes. The amount that the 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 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 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 Exhibit C, Payment Provisions, used to calculate Overtime Pay, which the Contractor may bill and the 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 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 Exhibit D, 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 Exhibit D, 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 Participating JBE and the 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 Exhibit D, 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 Exhibit D, Schedules, via a subsequent Amendment to this Master Agreement.

MM. "**Subcontractor Mark-up**" refers to the percentage, as set forth in Exhibit C, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the 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.

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 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.

2. Manner of Performance

The Contractor shall complete all work specified in these Contract Documents to the Participating JBE's satisfaction and in compliance with the nondiscrimination/no harassment clause, as set forth in this Exhibit.

3. Ordering

A. 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.

B. 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.

C. Any Order authorized by a Participating JBE constitutes and will be construed as a separate agreement between Contractor and 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.

D. The individual Participating JBE will be responsible for the receipt and acceptance of all work which that Participating JBE orders from the Contractor and the individual Participating JBE will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.

E. Each JBE authorizing an Order will include the name, address, and email of the Participating JBE's contact person in the Order ("Order Project Manager").

F. After an Order has been issued to the Contractor by a Participating JBE, the Contractor shall provide 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 Participating JBE authorizing the Order.

G. 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 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.

4. Termination Other Than for Cause

A. In addition to termination for cause under Exhibit A, Standard Provisions, paragraph 3, the Judicial Council may terminate the Master Agreement or a Participating JBE may terminate its Order, in whole or in part, at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of

termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

B. In the event an Assignment is terminated, but neither the Order that authorized that Assignment nor the Master Agreement is terminated in whole or in part, such termination shall be conducted in accordance with Exhibit E, Description of Services, paragraph 8, Termination of Assignment and Conversion.

C. If a Participating JBE terminates all or a portion of an Order other than for cause, the Participating JBE shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Order Amount.

5. Participating JBE's Obligation Subject to Availability of Funds

A. A Participating JBE's obligation under this Master Agreement is subject to the availability of authorized funds. A Participating JBE may terminate an Order in whole or in part, without prejudice to any right or remedy of the Participating JBE or other JBEs, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in the Order, or in any Amendment thereto, the Participating JBE may terminate the Order, in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Participating JBE's rights to terminate for convenience or default.

B. Payment shall not exceed the amount allowable for appropriation by Legislature. If an Order or the Master Agreement is terminated for non-appropriation:

i. The Participating JBE will be liable only for payment in accordance with the terms of this Master Agreement for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to the Order or this Master Agreement as are affected by the termination.

C. Funding for an Order under this Master Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in an Order or this Master Agreement. Should such an appropriation not be approved, an Order may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

6. Stop Work

A. The Judicial Council may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work of an Order or of this Master Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. 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, the 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 work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:

i. Cancel the Stop Work Order; or

ii. Terminate the work covered by the Stop Work Order as provided for in one of the termination provisions of this Master 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, the Contractor shall resume work. The Judicial Council shall make an equitable adjustment in the delivery schedule and/or the Order Amount, and the Agreement shall be modified, in writing, accordingly, if:

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

ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of work stoppage; however, if the Participating JBE decides the facts justify the action, the Participating JBE may receive and act upon a proposal submitted at any time before final payment under the Order.

C. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Participating JBE's Obligation Subject to Availability of Funds provision, as set forth under this Exhibit, the Participating JBE shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

D. Neither the Judicial Council nor the Participating JBE shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

7. Agreement Administration/Communication

A. Judicial Council Program Manager.

i. The responsibilities of the Judicial Council Program Manager include but are not limited to the following:

a. Acts as a liaison between the Contractor and the Judicial Council pertaining to programmatic issues and the Master Agreement;
b. Proactively assists with resolution of issues; and
c. Monitors and evaluates the Contractor's performance.

B. Order Project Manager.

i. The responsibilities of the Order Project Manager include but are not limited to the following:

a. Acts as a liaison between the Contractor and the Participating JBE, serving as the contact to whom the Contractor shall make all requests and other communications about the Order, including payment status;
b. Requests staffing for Assignments from the Contractor;
c. Facilitates candidate selection and Order process on behalf of the Participating JBE;
d. Proactively assists with resolution of issues; and
e. Monitors and evaluates the Contractor's performance.

C. Reports To.

i. Each work order will identify the Participating JBE's representative to function in the role of Reports To. The responsibilities of the Reports To include but are not limited to the following:

a. Representative is currently in a supervisory or manager JBE classification;
b. Assists with the candidate selection process;
c. Communicates work requirements to Assigned Personnel;
d. Pre-approves any travel or overtime by the Assigned Personnel, prior to incurring any expenses; and
e. Provides for the day-to-day supervision of Assigned Personnel's work.

D. Hiring Manager.

i. Each work order will identify a Hiring Manager. The responsibilities of the Hiring Manager include but are not limited to the following:

a. Assists with the candidate selection process; and
b. Manages the requesting unit in which the Assigned Personnel works.

E. Account Manager.

i. Exhibit G, Contractor's Key Staff, includes identification and resume(s) of the Key Staff.

ii. The responsibilities of the Account Manager (Key Staff) include but are not limited to the following:

a. Responsible for end-results and day-to-day project management;
b. Serves as the Contractor's primary contact for the Judicial Council and Participating JBEs;
c. Works closely with the Judicial Council Program Manager and Order Project Managers;
d. Responsible for managing requests for Assignments;
e. Facilitates Ordering process on behalf of the Contractor;
f. Provides monthly temporary staffing and budget reports; and
g. Proactively assists with resolution of issues.

F. Designees.

i. Any designees shall be set forth in writing for the benefit of the other party.

G. Notices.

i. Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered as follows:

Felizia Nava-Kardon, Temporary Agency Program Manager
Judicial Council of California,
Human Resources Services Office
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102-3688

ii. Notice from the Judicial Council or a Participating JBE to the Contractor shall be directed in writing to:

Rick Hagmann, Director of Government Services
AppleOne Employment Services
Government Solutions Department
16371 Beach Blvd., Suite 240
Huntington Beach, CA 92647

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 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 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 Participating JBE or the Contractor may terminate the Order immediately upon written Notice.

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.

10. Subcontracting

The Contractor shall not subcontract any portion of an Order under this Master Agreement, pursuant to individual Orders, unless the Participating JBE agrees to the subcontracting in writing. The Contractor shall require each Subcontractor to comply with the provisions of this Master Agreement. No party to this Master Agreement or any Order shall in any way contract on behalf of or in the name of another party to this Master Agreement or any Order.

11. Participating JBE's Responsibilities

A. The Participating JBE agrees to discuss all matters concerning the Assigned Personnel with the Contractor, including, but not limited to, employment, job duties/Assignments, and pay rates/procedures.

B. The Participating JBE shall provide a Reports To, access to all documents, Materials, and Data that may be necessary for the Assigned Personnel to perform the work of an applicable Order.

C. All work to be performed by the Assigned Personnel will be performed on the Participating JBE's premises, unless otherwise expressly set forth in an Order.

D. The Participating JBE agrees to promptly communicate with the Contractor any alleged (i) violation(s) of health or safety requirements; (ii) accidents and/or injuries; and (iii) claims of harassment or discrimination involving Assigned Personnel providing service(s) pursuant to this Agreement.

12. Services Warranty and First Day Guarantee of Assigned Personnel

A. The Contractor warrants and represents that each of its employees, independent contractors or agents, including Key Staff and Assigned Personnel, 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.

B. The parties agree that the Participating JBE must be completely satisfied with the performance of the Assigned Personnel. If the 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) 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.

13. Dispute Resolution

A. Informal Resolution:

i. Contractor and the Judicial Council or, as applicable, Contractor and a Participating JBE will attempt, in good faith, to resolve informally any disputes under this Master Agreement or an Order. If the dispute involves this Master Agreement, Contractor shall meet with the Judicial Council Program Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves an Order, Contractor shall meet with the Order Project Manager of the Participating JBE to discuss the matter and any actions necessary to resolve the dispute informally.

ii. If the Order Project Manager and Contractor are unable to resolve an Order dispute, then the Fiscal Services Office Director (or equivalent) of the Participating JBE and Contractor shall meet to discuss the matter and any actions necessary to resolve the dispute informally.

iii. If a Participating JBE is one of the parties to the dispute, Contractor must inform the Judicial Council Program Manager of the dispute with the Participating JBE and any planned meetings between Contractor and the designated representative of the Participating JBE (whether the designated representative is the Order Project Manager or the Fiscal Services Office Director, or equivalent), and provide the Judicial Council Program Manager an opportunity to attend any such meetings.

B. Escalation:

i. If the dispute is not resolved informally by meeting, then either party to the dispute may issue a written Notice of dispute to the other party to the dispute. Following the issue of such Notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such Notice. If a Participating JBE is a party to the dispute, the Contractor shall also provide a copy of such Notice to the Judicial Council Program Manager.

ii. If the matter is not resolved as set forth above, the aggrieved party will submit a second written Notice to the other party to the dispute which will: (a) provide detailed factual information; (b) identify the specific provisions in the Master Agreement or Order, as applicable, on which any demand is based; (c)

advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Participating JBE, the Chief Executive Officer or another member of the executive management team will submit the second written Notice to Contractor. If a Participating JBE is a party to the dispute, Contractor shall submit the second written Notice to the Chief Executive Officer of the Participating JBE and also provide a copy of such second Notice to the Judicial Council Program Manager.

iii. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) business days after receipt of a written request from the requesting party, unless otherwise agreed.

C. Confidentiality during Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code Section 1152 applies.

D. Performance during Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including any work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with the work will be considered a material breach of the Master Agreement.

14. Insurance Requirements

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

B. Minimum Scope and Limits of Insurance. The Contractor shall maintain insurance that covers the Contractor and the Assigned Personnel employed by the Contractor with limits no less than the following:

i. Workers' Compensation at statutory requirements of the state of residency.

ii. Employers' Liability insurance shall not be less than **$1,000,000.00** for injury or death for each occurrence.

iii. Comprehensive General Liability Insurance shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than **$1,000,000.00** for each occurrence / **$2,000,000.00** aggregate for bodily injury, property damage and personal injury. Coverage shall be:

(a) by "Additional Insured" endorsement add as insureds the Judicial Council and JBEs, their agents, and employees with respect to liability arising out of or connected with the service provided. In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy the Judicial Council's additional insured requirement: "The Judicial Council and JBE's, their directors, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement"; and

(b) endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by the Judicial Council or JBEs shall not contribute with it.

iv. Business Automobile Liability Insurance coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, code 1 "any auto." The limit shall not be less than **$1,000,000.00** each accident for bodily injury and property damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Judicial Council and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions.

i. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

(a) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Judicial Council or JBEs, their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council or JBEs, their officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way; and

(b) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

ii. In the event the Contractor will provide attorney, architectural, engineering, or other professional services, which require a "standard of care" against negligent acts, the Contractor will also maintain Professional Liability insurance, which covers the work provided by the Assigned Personnel, at not less than $1,000,000.00 per claims made.

E. Upon the Judicial Council's request, the Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any work under this Master Agreement, and complete copies of each policy.

F. Subcontractors. The Contractor shall include any Subcontractors, including its Assigned 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.

G. 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, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Judicial Council of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Branch Accounting and Procurement, Manager, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

15. Confidentiality

A. The Contractor agrees not to disclose Confidential Information to any third party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Participating JBE's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors performing services for the Participating JBE. The Contractor shall direct all Assigned Personnel to execute a Temporary Services Employee Agreement, in the form of **Form A**, prior to commencing work on the Assignment requiring a promise of confidentiality concerning the Confidential Information. All

Confidential Information shall remain the exclusive property of the party disclosing such information.

B. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Master Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

16. Copyrights, Ownership and Intellectual Property

A. Copyrights and Rights in Data: All copyrights and rights in the Data produced with funding from Orders under this master Agreement that may presumptively vest in the Contractor shall be transferred to the Participating JBE.

B. Ownership of Results: Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor during the provision of service or the performance of work under this Agreement shall become the property of the Participating JBE. Upon the Participating JBE's written request, the Contractor shall provide the Participating JBE with all this Data within thirty (30) Days of the request.

C. Ownership of Intellectual Property, etc.:

i. The Contractor agrees that (a) all documents, deliverables, software, systems designs, disks, tapes, CDs and any other Data or Materials created in whole or in part by the Contractor or its personnel in the course of or related to the provision of service or the performance of work for a Participating JBE shall be treated as if it were "work for hire" for the Participating JBE, and (b) the Contractor will immediately disclose to the Judicial Council all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Contractor or its personnel in the course of or related to providing services or work to the Participating JBE.

ii. 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 the Contractor hereby assigns all right, title, and interest that the Contractor 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.

17. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the service provided or the work performed pursuant to the Contract without prior review and written permission by the Judicial Council. The Judicial Council review shall be completed within thirty (30) Days of submission to the Judicial Council Program Manager and, if permission is denied, the Judicial Council shall provide its reasons for denial in writing.

18. Replacement of Contractor's Personnel

A. Replacement of 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. Exhibit G, 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, as set forth in the Changes and Amendments provision of this Exhibit.

iv. The Contractor shall endeavor 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 Standard Provisions, paragraph 3, as set forth in Exhibit A.

B. Replacement of Assigned Personnel.

i. If a Participating JBE requests that the Contractor remove Assigned Personnel pursuant to Exhibit E, Description of Services, paragraph 8, Termination of Assignment and Conversion, the Participating JBE may, at its sole option, request that the Contractor provide a replacement candidate. If Participating JBE makes such a request, the Contractor shall submit a response to the 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 Participating JBE's requirements and the Participating JBE agrees the 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 Participating JBE does not agree to a replacement candidate and the Contractor is unable to find another suitable candidate for the Participating JBE, the Participating JBE may terminate the Order, in accordance with this Exhibit's paragraph 4, Termination Other Than for Cause. Upon the effective date of termination of the Order, the Contractor will not be obligated to complete the work of that Order.

19. Changes and Amendments

A. Changes or Amendments to any component of the Master Agreement can be made only with prior written approval from the Judicial Council Program Manager. Changes or Amendments to any component of an Order can be made only with prior written approval from the Order Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under an Order to this Master Agreement due to an act of Force Majeure, although the performance period may be amended due to an act of Force Majeure. After review of the request by either the Judicial Council Program Manager or Order Project Manager, as appropriate, a written decision shall be provided to the Contractor. Amendments to the Master Agreement shall be authorized only via bilateral execution of a Judicial Council Standard Amendment Coversheet form.

B. The terms of this Master Agreement shall not be amended or changed by the terms of any Order, any purchase order, invoice, Time Sheet or any other type of document even though the Judicial Council or Participating JBE may have accepted or signed

such documents. No failure or delay by a party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

20. Accounting System Requirement

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

21. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

22. Audit

The Contractor shall permit the authorized representative(s) of the Judicial Council, Participating JBE, or California State Auditor, or their designees, to inspect or audit all Data relating to performance and billing to the Judicial Council or Participating JBE under this Master Agreement at any reasonable time. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under an Order of this Master Agreement.

23. Drug-Free Workplace

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

24. Conflict of Interest

The Contractor will not knowingly violate the conflict of interest principles set forth below:

A. The Contractor, employees of the Contractor and Subcontractors, shall not participate in proceedings that involve the use of California State funds or that are sponsored by the Judicial Council or a Participating JBE if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor, employees of the Contractor and Subcontractors, shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated this Master Agreement, including any Order; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Master

Agreement. The Contractor shall inform all Assigned Personnel providing temporary services pursuant to this Master Agreement of their obligation under this clause.

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

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

25. Covenant Against Gratuities

The Contractor warrants by signing this Master Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing the agreement or securing favorable treatment with respect to any determinations concerning the performance of the agreement. For breach or violation of this warranty, the Judicial Council will have the right to terminate the Master Agreement, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

26. Non-Exclusivity

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

27. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services and performance of work under this Master Agreement. The Contractor shall ensure that any and all certifications, permits and/or licenses that may be required of the Contractor for a specific Order are obtained and maintained in full force and effect during performance of the work requested in the Order. The Judicial Council will provide a list of all such certifications, permits and licenses in the individual Order.

28. California Law

This Master Agreement shall be subject to and construed in accordance with the laws of the state of California.

29. Severability

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

30. Waiver

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

31. Signature Authority

The parties signing this Master Agreement and any subsequent Order certify that they have proper authorization to do so.

32. Survival

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

33. Evaluation of Contractor

The Judicial Council and Participating JBEs shall evaluate the Contractor's performance under this Master Agreement.

34. Agreement Term

A. The Master Agreement shall commence and expire in accordance with the dates set forth on the executed Judicial Council Standard Agreement Coversheet. This Master Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Master Agreement approval shall be done so at the Contractor's own risk. Additionally, any commencement of performance prior to the issuance of an authorized Order shall be done so at the Contractor's own risk.

B. The parties agree that the Judicial Council may elect to extend the initial term of this Master Agreement for up to two (2) optional consecutive one-year terms at the rates and the terms and conditions set forth in Exhibit C, Payment Provisions, and Exhibit D, Schedules.

C. The terms of this Master Agreement are defined as follows:

i. June 24, 2016 through June 23, 2017, the "**Initial Term.**"
ii. June 24, 2017 through June 23, 2018, the "**First Option Term.**"
iii. June 24, 2018 through June 23, 2019, the "**Second Option Term.**"

35. Judicial Branch Contracting Law Provisions

The Judicial Branch Contracting Law (JBCL) provisions are required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law.

A. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

i. **Non-discrimination.** 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 section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

ii. **National Labor Relations Board.** 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

iii. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

B. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are ***applicable only to the types of agreements specified in the title of each subsection***. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

i. **Agreements over $10,000.** This Master Agreement, including Orders, is subject to examinations and audit by the California State Auditor for a period of three years after final payment.

ii. **Agreements over $50,000.** No funds received under this Master Agreement or any Order will be used to assist, promote or deter union organizing during the term of this Master Agreement (including Order or any extension or renewal term).

iii. **Agreements of $100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, 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 provisions of benefits on the basis of an employee's or dependent's actual or perceived gender identity. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, 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.

iv. **Agreements for Services over $200,000 (Excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by Orders under this Master Agreement to qualified recipients of aid under Welfare & Institutions Code section 11200 and PCC 10353.

v. **Agreements of $1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

vi. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

vii. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, 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), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) 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.

viii. **Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to a Participating JBE under an Order of this Master Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Participating JBE.

ix. **Agreements relating to DVBE Incentive.** This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection

with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement 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.

x. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

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

(10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

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

xiii. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Master Agreement, qualified to do business and in good standing in California.

xiv. **Agreements that the Participating JBE Cannot Terminate for Convenience.** The Participating JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for non-availability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

xv. **Agreements relating to small business preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

36. Entire Agreement

The Contract Documents, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall

supersede all previous oral and written proposals, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the Judicial Council.

END OF EXHIBIT

EXHIBIT C
PAYMENT PROVISIONS

1. Compensation for Contract Work

   A. For performing the work of this Agreement, as authorized by an Order, if any, a Participating JBE shall compensate the Contractor for an amount not to exceed the Order Amount set forth in that Order and compensation shall be based upon the actual cost at the applicable contract rates and for allowable expenses, in accordance with this Exhibit, unless otherwise agreed between the parties and set forth in an Order.

   B. The Contractor shall not request nor shall the Judicial Council or Participating JBE consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

   C. The basis for compensation for any Order issued under this Master Agreement is set forth below.

2. Salary Rates and Conversion Salary Rates

   A. Set forth in Exhibit D's Schedule 1, Salary Rates Schedule, are the approved Salary Rates for the Contractor for each approved Classification, by term.

   B. Set forth in Exhibit D's Schedule 2, Conversion Salary Rates Schedule, are the approved Conversion Salary Rates for each approved Classification, by term.

   C. The Salary Rate and the Conversion Salary Rates used to calculate the Billing Rate set forth in an Order for an Assigned Personnel shall be in accordance with the corresponding Conversion Salary Rates or Salary Rates for Assigned Personnel's Classifications.

   D. As further set forth in Exhibit E, Description of Services, in the event the parties agree to a Salary Rate for a new Classification or a Subcontractor Billing Rate for a new Classification or a new Subcontractor, (i) authorization of such agreement must be documented in writing between the parties, prior to proceeding with an Order, and (ii) such changes must be incorporated into the Master Agreement via a subsequent Amendment.

3. Contractual Mark-up Rates

   A. Set forth in Table 1, below, by term, are the Contractor Mark-up, JBE Referral Mark-up, and Subcontractor Mark-up rates, used to calculate the Billing Rate set forth in a Work Order and the applicable Schedule(s) in Exhibit D.

TABLE I – MARK-UP

No.	*Description*	*Mark-up Rate – Initial Term*	*Mark-up Rate - 1st Option Term*	*Mark-up Rate – 2nd Option Term*
1	Contractor Mark-up	**39.5%**	**40.5%**	**41.5%**
2	JBE Referral Mark-up	**33%**	**33.5%**	**34%**
3	Subcontractor Mark-up	**3%**	**3.5%**	**4%**

4. Billing Rates

A. Set forth in Exhibit D's Schedule 3, Billing Rates Schedule including Contractor Mark-up and Salary Rates, are the approved Billing Rates consisting of Salary Rates with Contractor Mark-up for each approved Classification, by term.

B. Set forth in Exhibit D's Schedule 4, Billing Rates Schedule including Contractor Mark-up and Conversion Salary Rates, are the approved Billing Rates, consisting of Conversion Salary Rates with Contractor Mark-up, for each approved Classification, by term.

C. Set forth in Exhibit D's Schedule 5, Billing Rates Schedule including JBE Referral Mark-up and Salary Rates, are the approved Billing Rates, consisting of Salary Rates with JBE Referral Mark-up, for each approved Classification, by term.

D. Set forth in Exhibit D's Schedule 6, Billing Rates Schedule including Subcontractor Mark-up and Subcontractor Billing Rates, are the approved Billing Rates, consisting of Subcontractor Billing Rates with Subcontractor Mark-up, for each approved Classification, by term.

E. The Billing Rate set forth in an Order for an Assigned Personnel shall comply with the Billing Rate for that Assigned Personnel's Classification in the Master Agreement.

F. As further set forth in Exhibit E, Description of Services, in the event the parties agree to a Billing Rate for a new Classification or a Subcontractor Billing Rate for a new Classification or a new Subcontractor, (i) authorization of such agreement must be documented in writing between the parties, prior to proceeding with an Order, and (ii) such changes must be incorporated into the Master Agreement via a subsequent Amendment.

G. With the excepton of any allowable and applicable Overtime Pay, Travel Expenses, or background check expenses, as further addressed herein, a Billing Rate in an Order is inclusive of the applicable Salary Rate, Conversion Salary Rate, or Subcontractor Billing Rate; the applicable JBE Referral Mark-up, Contractor Mark-up, or Subcontractor Mark-up; and all other costs, benefits, expenses, fees, applicable city ordinances, overhead, and/or profits payable to the Contractor for services and work provided for this Master Agreement, pursuant to an Order.

H. A four (4) hour minimum charge per day will be incurred once the Assigned Personnel reports for work. All billing for hours worked is subject to and regulated by state and federal laws.

I. Upon receipt of an accurate invoice, as further addressed herein, the Judicial Council will pay the Contractor the Billing Rate for work actually provided by the Assigned Personnel, in accordance with the applicable Order. Of the Billing Rate, the Contractor agrees that it will pay its Assigned Personnel or its Subcontractor the applicable Conversion Salary Rate, Salary Rate, or Subcontractor Billing Rate for temporary services provided, and retain the applicable Contractor Mark-up, JBE Referral Mark-up, or Subcontractor Mark-up, as payment for its services rendered under this Agreement.

J. Payment for work provided, at the Billing Rate set forth in 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. Allowable Overtime Charges

A. 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 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 comencement 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. The Contractor may bill the Judicial Council and the Judicial Council will pay the Overtime Pay, which will equal the Overtime Rate of one and one-half (1-1/2) times the regular rate of pay times the applicable Billing Rate.

B. 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.

6. Allowable Travel Expenses

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 Participating JBE and the 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.

7. Allowable Expenses for Background Checks

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 Participating JBE and the 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.

8. 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.

9. Discounts

The Contractor will provide the following discounts to a Participating JBE under this Master Agreement as follows:

i) The Contractor Mark-up will be reduced by 0.5%, from 39.5% to 39%, during the Initial Term after the Judicial Council has a total spend of $500,000 in the Initial Term of the contract;
ii) The Contractor Mark-up will be reduced by 0.5%, from 40.5% to 40%, during the First Option Term after the Judicial Council has a total spend of $500,000 in the First Option Term of the contract; and
iii) The Contractor Mark-up will be reduced by 0.5%, from 41.5% to 41%, during the Second Option Term after the Judicial Council has a total spend of $500,000 in the Second Option Term of the contract;

This volume discount for each term will only apply to future Orders and is not retroactive.

10. Taxes

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

11. Method of Payment

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

B. The Contractor shall submit an invoice, including one (1) correct original and one (1) copies, to the 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) An 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.

C. In addition to the requirements set forth in subparagraph B, 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, in accordance with this Exhibit.

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

12. Disallowance

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

13. Government or Comparable Favorable Rates

The Contractor agrees that no other government will receive better rates for substantially similar services offered under substantially similar terms and conditions when the volume of business from such other customers is equal to or less than the volume of business the Judicial Council and Participating JBEs deliver under this Master Agreement.

END OF EXHIBIT

EXHIBIT D
SCHEDULES

This Exhibit includes the following schedules:

1) Schedule 1, Salary Rates Schedule

2) Schedule 2, Conversion Salary Rates Schedule

3) Schedule 3, Billing Rates Schedule including Contractor Mark-up and Salary Rates

4) Schedule 4, Billing Rates Schedule including Contractor Mark-up and Conversion Salary Rates

5) Schedule 5, Billing Rates Schedule including JBE Referral Mark-up and Salary Rates

6) Schedule 6, Billing Rates Schedule including Subcontractor Mark-up and Subcontractor Billing Rates

END OF EXHIBIT

EXHIBIT D
SCHEDULE 1
SALARY RATES SCHEDULE

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
1	Accountant I	$26.45	$27.24	$28.06
2	Accountant II	$28.93	$29.80	$30.69
3	Accountant III	$39.10	$40.27	$41.48
4	Accounting Clerk I	$18.80	$19.36	$19.94
5	Accounting Clerk II	$22.31	$22.98	$23.67
6	Accounting Clerk III	$25.82	$26.59	$27.39
7	Administrative Assistant I	$19.55	$20.14	$20.74
8	Administrative Assistant II	$23.32	$24.02	$24.74
9	Administrative Assistant III	$26.40	$27.19	$28.01
10	Administrative Assistant IV	$30.45	$31.36	$32.30
11	Analyst I	$27.56	$28.39	$29.24
12	Analyst II	$30.30	$31.21	$32.15
13	Analyst III	$33.90	$34.92	$35.96
14	Analyst IV	$36.82	$37.82	$38.82
15	Assistant Librarian	$30.19	$31.10	$32.03
16	Attorney I	$48.95	$50.42	$51.93
17	Attorney II	$66.55	$68.55	$70.60
18	Attorney III	$66.55	$68.55	$70.60
19	AV Systems Design Engineer I	$25.90	$26.68	$27.48

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
20	AV Systems Design Engineer II	$30.35	$31.26	$32.20
21	AV Systems Design Engineer III	$36.78	$37.88	$39.02
22	Contract Specialist I	$33.75	$34.76	$35.81
23	Contract Specialist II	$34.79	$35.83	$36.91
24	Contract Specialist III	$37.33	$38.45	$39.60
25	Data Entry Technician	$17.50	$18.03	$18.57
26	Editor	$29.50	$30.39	$31.30
27	Facilities Administrator I	$29.70	$30.59	$31.51
28	Facilities Administrator II	$38.49	$39.64	$40.83
29	General Maintenance Technician	$28.40	$29.25	$30.13
30	Graphic Designer	$28.60	$29.46	$30.34
31	Help Desk Assistant	$19.70	$20.29	$20.90
32	Labor and Employee Relations Analyst I	$43.05	$44.34	$45.67
33	Labor and Employee Relations Analyst II	$47.56	$48.99	$50.46
34	Library Technician	$24.15	$24.87	$25.62
35	Management Consultant	$38.45	$39.60	$40.79
36	Office Clerk I	$17.25	$17.77	$18.30
37	Office Clerk II	$18.69	$19.25	$19.83
38	Office Clerk III	$22.31	$22.98	$23.67
39	Paralegal I	$25.47	$26.23	$27.02
40	Paralegal II	$32.38	$33.35	$34.35

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
41	Paralegal III	$37.38	$38.50	$39.66
42	Research Technician	$33.35	$34.35	$35.38
43	Systems Technician I	$30.09	$30.99	$31.92
44	Systems Technician II	$34.44	$35.47	$36.54
45	Telecommunications Technician	$29.52	$30.41	$31.32
46	Web Content Strategist	$59.38	$61.16	$63.00

END OF SCHEDULE

EXHIBIT D
SCHEDULE 2
CONVERSION SALARY RATES SCHEDULE

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
1	Accountant I	*NA*	*NA*	*NA*
2	Accountant II	*NA*	*NA*	*NA*
3	Accountant III	*NA*	*NA*	*NA*
4	Accounting Clerk I	*NA*	*NA*	*NA*
5	Accounting Clerk II	$20.08	*NA*	*NA*
6	Accounting Clerk III	*NA*	*NA*	*NA*
7	Administrative Assistant I	$17.60	*NA*	*NA*
8	Administrative Assistant II	$21.79	*NA*	*NA*
9	Administrative Assistant III	$26.65	*NA*	*NA*
10	Administrative Assistant IV	$31.31	*NA*	*NA*
11	Analyst I	$21.12	*NA*	*NA*
12	Analyst II	*NA*	*NA*	*NA*
13	Analyst III	*NA*	*NA*	*NA*
14	Analyst IV	*NA*	*NA*	*NA*
15	Assistant Librarian	*NA*	*NA*	*NA*
16	Attorney I	*NA*	*NA*	*NA*
17	Attorney II	*NA*	*NA*	*NA*
18	Attorney III	*NA*	*NA*	*NA*
19	AV Systems Design Engineer I	*NA*	*NA*	*NA*

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
20	AV Systems Design Engineer II	*NA*	*NA*	*NA*
21	AV Systems Design Engineer III	*NA*	*NA*	*NA*
22	Contract Specialist I	*NA*	*NA*	*NA*
23	Contract Specialist II	$31.16	*NA*	*NA*
24	Contract Specialist III	$45.84	*NA*	*NA*
25	Data Entry Technician	*NA*	*NA*	*NA*
26	Editor	*NA*	*NA*	*NA*
27	Facilities Administrator I	*NA*	*NA*	*NA*
28	Facilities Administrator II	*NA*	*NA*	*NA*
29	General Maintenance Technician	*NA*	*NA*	*NA*
30	Graphic Designer	*NA*	*NA*	*NA*
31	Help Desk Assistant	*NA*	*NA*	*NA*
32	Labor and Employee Relations Analyst I	*NA*	*NA*	*NA*
33	Labor and Employee Relations Analyst II	*NA*	*NA*	*NA*
34	Library Technician	*NA*	*NA*	*NA*
35	Management Consultant	*NA*	*NA*	*NA*
36	Office Clerk I	*NA*	*NA*	*NA*
37	Office Clerk II	*NA*	*NA*	*NA*
38	Office Clerk III	*NA*	*NA*	*NA*
39	Paralegal I	*NA*	*NA*	*NA*
40	Paralegal II	*NA*	*NA*	*NA*

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
41	Paralegal III	*NA*	*NA*	*NA*
42	Research Technician	*NA*	*NA*	*NA*
43	Systems Technician I	*NA*	*NA*	*NA*
44	Systems Technician II	*NA*	*NA*	*NA*
45	Telecommunications Technician	*NA*	*NA*	*NA*
46	Web Content Strategist	*NA*	*NA*	*NA*

END OF SCHEDULE

EXHIBIT D
SCHEDULE 3
BILLING RATES SCHEDULE INCLUDING CONTRACTOR MARK-UP AND SALARY RATES

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
1	Accountant I	$36.90	$38.27	$39.70
2	Accountant II	$40.36	$41.87	$43.43
3	Accountant III	$54.54	$56.58	$58.69
4	Accounting Clerk I	$26.23	$27.20	$28.22
5	Accounting Clerk II	$31.12	$32.29	$33.49
6	Accounting Clerk III	$36.02	$37.36	$38.76
7	Administrative Assistant I	$27.27	$28.30	$29.35
8	Administrative Assistant II	$32.53	$33.75	$35.01
9	Administrative Assistant III	$36.83	$38.20	$39.63
10	Administrative Assistant IV	$42.48	$44.06	$45.70
11	Analyst I	$38.45	$39.89	$41.37
12	Analyst II	$42.27	$43.85	$45.49
13	Analyst III	$47.29	$49.06	$50.88
14	Analyst IV	$51.36	$53.14	$54.93
15	Assistant Librarian	$42.12	$43.70	$45.32
16	Attorney I	$68.29	$70.84	$73.48
17	Attorney II	$92.84	$96.31	$99.90
18	Attorney III	$121.23	$125.76	$130.45
19	AV Systems Design Engineer I	$36.13	$37.49	$38.88

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
20	AV Systems Design Engineer II	$42.34	$43.92	$45.56
21	AV Systems Design Engineer III	$51.31	$53.22	$55.21
22	Contract Specialist I	$47.08	$48.84	$50.67
23	Contract Specialist II	$48.53	$50.34	$52.23
24	Contract Specialist III	$52.08	$54.02	$56.03
25	Data Entry Technician	$24.41	$25.33	$26.28
26	Editor	$41.15	$42.70	$44.29
27	Facilities Administrator I	$41.43	$42.98	$44.59
28	Facilities Administrator II	$53.69	$55.69	$57.77
29	General Maintenance Technician	$39.62	$41.10	$42.63
30	Graphic Designer	$39.90	$41.39	$42.93
31	Help Desk Assistant	$27.48	$28.51	$29.57
32	Labor and Employee Relations Analyst I	$60.05	$62.30	$64.62
33	Labor and Employee Relations Analyst II	$66.35	$68.83	$71.40
34	Library Technician	$33.69	$34.94	$36.25
35	Management Consultant	$53.64	$55.64	$57.72
36	Office Clerk I	$24.06	$24.97	$25.89
37	Office Clerk II	$26.07	$27.05	$28.06
38	Office Clerk III	$31.12	$32.29	$33.49
39	Paralegal I	$35.53	$36.85	$38.23
40	Paralegal II	$45.17	$46.86	$48.61

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
41	Paralegal III	$52.15	$54.09	$56.12
42	Research Technician	$46.52	$48.26	$50.06
43	Systems Technician I	$41.98	$43.54	$45.17
44	Systems Technician II	$48.04	$49.84	$51.70
45	Telecommunications Technician	$41.18	$42.73	$44.32
46	Web Content Strategist	$82.84	$85.93	$89.15

END OF SCHEDULE

EXHIBIT D
SCHEDULE 4
BILLING RATES SCHEDULE INCLUDING CONTRACTOR MARK-UP AND CONVERSION SALARY RATES

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
1	Accountant I	*NA*	*NA*	*NA*
2	Accountant II	*NA*	*NA*	*NA*
3	Accountant III	*NA*	*NA*	*NA*
4	Accounting Clerk I	*NA*	*NA*	*NA*
5	Accounting Clerk II	$26.71	*NA*	*NA*
6	Accounting Clerk III	*NA*	*NA*	*NA*
7	Administrative Assistant I	$23.41	*NA*	*NA*
8	Administrative Assistant II	$28.98	*NA*	*NA*
9	Administrative Assistant III	$35.44	*NA*	*NA*
10	Administrative Assistant IV	$41.64	*NA*	*NA*
11	Analyst I	$28.09	*NA*	*NA*
12	Analyst II	*NA*	*NA*	*NA*
13	Analyst III	*NA*	*NA*	*NA*
14	Analyst IV	*NA*	*NA*	*NA*
15	Assistant Librarian	*NA*	*NA*	*NA*
16	Attorney I	*NA*	*NA*	*NA*
17	Attorney II	*NA*	*NA*	*NA*
18	Attorney III	*NA*	*NA*	*NA*
19	AV Systems Design Engineer I	*NA*	*NA*	*NA*

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
20	AV Systems Design Engineer II	*NA*	*NA*	*NA*
21	AV Systems Design Engineer III	*NA*	*NA*	*NA*
22	Contract Specialist I	*NA*	*NA*	*NA*
23	Contract Specialist II	$41.44	*NA*	*NA*
24	Contract Specialist III	$60.97	*NA*	*NA*
25	Data Entry Technician	*NA*	*NA*	*NA*
26	Editor	*NA*	*NA*	*NA*
27	Facilities Administrator I	*NA*	*NA*	*NA*
28	Facilities Administrator II	*NA*	*NA*	*NA*
29	General Maintenance Technician	*NA*	*NA*	*NA*
30	Graphic Designer	*NA*	*NA*	*NA*
31	Help Desk Assistant	*NA*	*NA*	*NA*
32	Labor and Employee Relations Analyst I	*NA*	*NA*	*NA*
33	Labor and Employee Relations Analyst II	*NA*	*NA*	*NA*
34	Library Technician	*NA*	*NA*	*NA*
35	Management Consultant	*NA*	*NA*	*NA*
36	Office Clerk I	*NA*	*NA*	*NA*
37	Office Clerk II	*NA*	*NA*	*NA*
38	Office Clerk III	*NA*	*NA*	*NA*
39	Paralegal I	*NA*	*NA*	*NA*
40	Paralegal II	*NA*	*NA*	*NA*

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
41	Paralegal III	*NA*	*NA*	*NA*
42	Research Technician	*NA*	*NA*	*NA*
43	Systems Technician I	*NA*	*NA*	*NA*
44	Systems Technician II	*NA*	*NA*	*NA*
45	Telecommunications Technician	*NA*	*NA*	*NA*
46	Web Content Strategist	*NA*	*NA*	*NA*

END OF SCHEDULE

EXHIBIT D
SCHEDULE 5
BILLING RATES SCHEDULE INCLUDING JBE REFERRAL MARK-UP AND SALARY RATES

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
1	Accountant I	$35.18	$36.37	$37.60
2	Accountant II	$38.48	$39.78	$41.12
3	Accountant III	$52.00	$53.76	$55.58
4	Accounting Clerk I	$25.00	$25.85	$26.72
5	Accounting Clerk II	$29.67	$30.68	$31.72
6	Accounting Clerk III	$34.34	$35.50	$36.70
7	Administrative Assistant I	$26.00	$26.89	$27.79
8	Administrative Assistant II	$31.02	$32.07	$33.15
9	Administrative Assistant III	$35.11	$36.30	$37.53
10	Administrative Assistant IV	$40.50	$41.87	$43.28
11	Analyst I	$36.65	$37.90	$39.18
12	Analyst II	$40.30	$41.67	$43.08
13	Analyst III	$45.09	$46.62	$48.19
14	Analyst IV	$48.97	$50.49	$52.02
15	Assistant Librarian	$40.15	$41.52	$42.92
16	Attorney I	$65.10	$67.31	$69.59
17	Attorney II	$88.51	$91.51	$94.60
18	Attorney III	$115.58	$119.50	$123.53
19	AV Systems Design Engineer I	$34.45	$35.62	$36.82

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
20	AV Systems Design Engineer II	$40.37	$41.73	$43.15
21	AV Systems Design Engineer III	$48.92	$50.57	$52.29
22	Contract Specialist I	$44.89	$46.40	$47.99
23	Contract Specialist II	$46.27	$47.83	$49.46
24	Contract Specialist III	$49.65	$51.33	$53.06
25	Data Entry Technician	$23.28	$24.07	$24.88
26	Editor	$39.24	$40.57	$41.94
27	Facilities Administrator I	$39.50	$40.84	$42.22
28	Facilities Administrator II	$51.19	$52.92	$54.71
29	General Maintenance Technician	$37.77	$39.05	$40.37
30	Graphic Designer	$38.04	$39.33	$40.66
31	Help Desk Assistant	$26.20	$27.09	$28.01
32	Labor and Employee Relations Analyst I	$57.26	$59.19	$61.20
33	Labor and Employee Relations Analyst II	$63.25	$65.40	$67.62
34	Library Technician	$32.12	$33.20	$34.33
35	Management Consultant	$51.14	$52.87	$54.66
36	Office Clerk I	$22.94	$23.72	$24.52
37	Office Clerk II	$24.86	$25.70	$26.57
38	Office Clerk III	$29.67	$30.68	$31.72
39	Paralegal I	$33.88	$35.02	$36.21
40	Paralegal II	$43.07	$44.52	$46.03

No.	*Position Title*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
41	Paralegal III	$49.72	$51.40	$53.14
42	Research Technician	$44.36	$45.86	$47.41
43	Systems Technician I	$40.02	$41.37	$42.77
44	Systems Technician II	$45.81	$47.35	$48.96
45	Telecommunications Technician	$39.26	$40.60	$41.97
46	Web Content Strategist	$78.98	$81.65	$84.42

END OF SCHEDULE

EXHIBIT D
SCHEDULE 6
BILLING RATES SCHEDULE INCLUDING SUBCONTRACTOR MARK-UP AND SUBCONTRACTOR BILLING RATES

No.	*Position Title*	*For Subcontractor(s) as Specified*	*Rates – Initial Term*	*Rates – 1st Option Term*	*Rates – 2nd Option Term*
1	[TBD]	[TBD]	$[TBD]	$[TBD]	$[TBD]

END OF SCHEDULE

EXHIBIT E
DESCRIPTION OF SERVICES

1. General Description of Work

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

A. Pursuant to Orders issued under this Master Agreement, perform temporary staffing agency services throughout the term(s) of the Master Agreement, in accordance with Exhibit B, Special Provisions, paragraph 36, Agreement Term.

B. 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.

C. The Contractor will endeavor 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.

D. Provide regular daily follow-up with the Judicial Council Program Manager or Order Project Manager on temporary positions that have not been filled.

E. 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.

F. Provide conduct and background checks, and past employee references for selected candidates within a reasonable time frame, using **Form B**, Reference Check Template.

G. Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates, and cost or hours to fulfill for temp-to-hire conversion, if any.

H. 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.

I. 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.

J. Provide all required sexual harassment training, safety practices/training, and any education or training as required by law.

K. 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).

2. Assignment Request

A. 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 Exhibit F, Classifications.

B. The 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.

C. 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.

D. 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 Participating JBE's request that includes such candidate for consideration of the Assignment.

E. 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.

3. Recruiting, Interviewing and Selection

A. 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.

B. 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 Participating JBE from an Order.

C. The Contractor will inform all prospective candidates of the Contractor's requirements and the prospective candidate's obligations pursuant to this Exhibit's paragraph 4, Administrative Requirements, below, if the candidate is selected to provide temporary services to the Judicial Council.

4. 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 Exhibit B, Special Provisions, paragraph 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 Exhibit B, Special Provisions, paragraph 24, Conflict of Interest.

5. Use of Approved Subcontractors

A. Pursuant to Exhibit B, Special Provisions, paragraph 10, Subcontracting, the Contractor may utilize Subcontractors for the work of this Master Agreement.

B. 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.

C. For Assigned Personnel submitted through approved Subcontractors, Exhibit C, Payment Provisions, and Exhibit D, Schedules, addresses applicable Subcontractor Billing Rates and Billing Rates with Subcontractor Mark-up.

6. New Subcontractor and/or New Classification and Rates

A. 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 Exhibit F, 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 Exhibit F, Classifications.

B. 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.

C. 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.

7. Authorization of An Order

A. Upon completion of the selection process, in accordance with this Exhibit's paragraph 3, Recruiting, Interviewing and Selection, above, the Order Project Manager will forward the Order to the Account Manager; thereby providing the Contractor an authorized Order.

8. Termination of Assignment and Conversion

A. Termination of an Assignment is set forth under this paragraph; termination of a Order or the Master Agreement, in whole or in part, is addressed under Exhibit A, Standard Provisions, paragraph 3, Termination for Cause; Exhibit B, Special Provisions, paragraph 4, Termination Other Than for Cause; or Exhibit B, Special Provisions, paragraph 5, Participating JBE's Obligation Subject to Availability of Funds, as applicable.

B. The Contractor is responsible for informing the Assigned Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.

C. If the Assignment is terminated for unsatisfactory performance, the Contractor shall: (i) contact the Assigned Personnel as directed by the Judicial Council 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; and (iii) arrange for pickup of any personal items left at the Judicial Council's premises on the following business day and return of such items to the Assigned Personnel.

D. When an Assignment is ended for other than unsatisfactory performance, the 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 Participating JBE on the last day of the Assignment; and (iii) request that the Assigned Personnel remove any personal items left at the Participating JBE's premises on the last day of the Assignment.

E. An Assignment may be terminated by the Participating JBE, at no charge to the Participating JBE, if the 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 480 hours of work for the 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.

F. See Exhibit B, Special Provisions, paragraph 18, Replacement of Contractor's Personnel, for conditions pertaining to replacement of Assigned Personnel or Key Staff.

9. 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.

END OF EXHIBIT

EXHIBIT F
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** • 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** • 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	**Examples of Duties** (Includes duties detailed as Accountant I and II)

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	accounting and 6+ years of experience.	• Advanced level of accountant duties including preparing reports and presentations regarding findings, conducting special studies and reviews as assigned. • Provide backup operational assistance as needed, reviewing and approving month-end reconciliations. • Oversee fixed asset accounting operations and grant accounting. **Knowledge, Skills and Abilities** Includes knowledge, skills and abilities detailed as Accountant I and II) • 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.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • 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)	**Examples of Duties** (Includes duties detailed as Accounting Clerk I)

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
	of administration, procurement and/or accounting.	• Perform basic administrative duties including preparing account systems documents (e.g. vouchers, encumbrances, warrants, checks, etc.) for approval and distribution. • 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. **Knowledge, Skills and Abilities** (Includes knowledge, skills and abilities detailed as Accounting Clerk I) • 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.	**Examples of Duties** (Includes duties detailed as Accounting Clerk I & II) • 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. **Knowledge, Skills and Abilities** (Includes knowledge, skills and abilities detailed as Accounting Clerk I & II)

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• Experience reviewing and preparation of reports independently. • 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** • 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** • 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) • 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) • Intermediate knowledge of Microsoft Office • Ability to exercise significant independence performing a broad variety of administrative support duties.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• Experience in supporting a mid- to large-sized office environment.
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) • 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) • 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) • 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

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		executives to communicate agency-wide information. **Knowledge, Skills and Abilities** (Includes knowledge, skills and abilities detailed as Administrative Assistant III) • 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.
ANALYST I OR II **I:** **II:**	Bachelor's Degree **AND:** **I:** 1 year of experience in an analyst role in the specified functional area. **II:** 2-4 years of experience in an analyst role in the specified functional area.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • 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.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
ANALYST III	Bachelor's Degree **AND:** **III:** 4-6 years of experience in an analyst role in the specified functional area.	**Examples of Duties** (Includes duties detailed as Analyst I and II) • Perform high level analytical work including modifying existing programs, writing new programs and evaluating alternative methods for solving specified problems. **Knowledge, Skills and Abilities** (Includes knowledge, skills, and abilities detailed as Analyst I and II) • 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.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • 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.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• Experience in performing intermediate-level legal and public policy reference and research.
ATTORNEY **I:** **II:** **III:**	Admission to the State Bar of California **AND:** **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. **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. **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.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • 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.
AV SYSTEMS DESIGN ENGINEER **I:** **II:** **III:**	Bachelor's Degree with course work in audiovisual systems engineering and: **I:** 2-4 years of relevant experience; **II:** 4-6 years of relevant experience; and **III:** 6+ years of relevant experience.	**Examples of Duties** • 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;

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• Investigate, analyze, and evaluate project cost feasibility; review and prepare reports for cost estimates, RFP and contract submittals **Knowledge, Skills and Abilities:** All levels of AV Systems Design Engineer must possess the following: • 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
CONTRACT SPECIALIST **I:** **II:**	**I:** Bachelor's Degree with major course work in business administration or a closely related field and 1-3 years of relevant experience. **II:** Bachelor's Degree with major course work in business administration or a closely related field and 4-6 years of relevant experience.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • Knowledge of principles and practices of acquisition planning, development,and implementation. • Knowledge on contract administration and termination techniques. • Ability to conduct price/cost analysis.
CONTRACT SPECIALIST III	Bachelor's Degree with major course work in business administration or a closely related field and 6+ years of relevant experience.	**Examples of Duties** (Includes duties detailed as Contract Specialist I and II) • 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. **Knowledge, Skills and Abilities** (Includes knowledge, skills and abilities detailed as Contract Specialist I and II)

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• 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 unsolilcited proposals and multiple awards.
DATA ENTRY TECHNICIAN	High School Diploma and 1 year of experience in an administrative role.	**Examples of Duties** • Perform basic data-entry duties including typing, 10-key, transcripting correspondence, organize files and records, input documents completely, legibly and accurately and identify and request corrections, if needed. **Knowledge, Skills and Abilities** • 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** • 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** • Knowledge of established editorial conventions and procedures

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• 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** • 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** • 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.	• 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. **Knowledge, Skills and Abilities** (Includes knowledge, skills, and abilities detailed as a Facilities Administrator I) • 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** • 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** • 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** • 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 • 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** • 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:** • 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** • 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.	negotiations and during collective bargaining. • 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. **Knowledge, Skills and Abilities** (Includes knowledge, skills and abilities detailed as a Labor and Employee Relations Analyst I): • 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.	**Examples of Duties** • 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
		Knowledge, Skills and Abilities • 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.
OFFICE CLERK **I:** **II:** **III:**	High School Diploma **AND:** **I:** 1 year of experience in an administrative support role. **II:** 2-4 years of experience in an administrative support role. **III:** 4-6 years of experience in an administrative support role.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • 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.
PARALEGAL **I:** **II:** **III:**	**I:** 1-3 years of paralegal experience involving complex litigation. **II:** 4-6 years of paralegal experience involving complex litigation and a paralegal certificate from an accredited institution.	**Examples of Duties** • 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.	background information and performing legal research, including use of computer assisted legal research systems. **Knowledge, Skills and Abilities** • 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.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • 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	**Examples of Duties:** • 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.	• Ability to transport (and lift) equipment up to 60 pounds. **Knowledge, Skills and Abilities** • 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.	**Examples of Duties** (Includes Duties detailed as a Systems Analyst I) • Recommend standards for hardware and software configurations of commercially available software (COTS); and • Develop performance and testing criteria for new hardware and software. **Knowledge, Skills and Abilities** (Includes knowledge, skills, and abilities detailed as a Systems Analyst I): • 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
		• 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.	**Examples of Duties** • 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. **Knowledge, Skills and Abilities** • Experience managing and maintaining telephone systems and coordinating telecommunication activities both at a technical and administrative level.

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		• 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** • 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** • 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** 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: • Assist management with organization-wide functions which have responsibility for organization-wide outcomes; • Provide analytical support activities such as research, analysis

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		preparation, data collection and make recommendations or provide subject matter expertise advice to management. • 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. **Knowledge, Skills and Abilities** Knowledge of: • 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. Skill or Ability in: • 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

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
		procedures to develop effective and comprehensive solutions; • Conducting thorough administrative and financial analyses and develop effective recommendations.

END OF EXHIBIT

Judicial Council of California
Master Agreement No. MA-201606
with AppleOne Employment Services

EXHIBIT G
CONTRACTOR'S KEY STAFF

1. Table 1, below, sets forth the Contractor's Key Staff designated to perform the work of this Agreement.

TABLE 1 – KEY STAFF

Name of Key Staff	Role
Kim Cilia	Assistant Branch Manager
Rick Smith	Branch Manager
Rick Hagmann	Director of Government Services

2. The resume(s) of the Contractor's Key Staff, identified in Table 1, above, is attached to this Exhibit and set forth on the following pages.

Kim Cilia

Objective:

Join a quality driven firm where my history of success will add value to an organization while allowing for professional growth opportunities.

Experience:

AppleOne Employment Services-2013-Current
Active involvement in meeting all position requirements Accountability for all branch activity
Ensure all staff meet and exceeds all branch productivity requirements Meet and exceed personal productivity requirements
Complete understanding of all aspects of branch operations
Effectively recruit, interview and hire branch personnel in accordance with hiring process Maintain adequate staff in branch at all times, keeping a pool of candidate applicants available
Maintain accurate attendance records
Ensure New Hire and Payroll Status change forms for staff are completed timely as appropriate
Review performance with staff weekly, monthly, quarterly, and annually Responsible for ongoing training and development of all team members Continuously identify and develop potential management amongst branch staff Provide counseling in accordance with Performance Management Guidelines
Develop and maintain a sales cycle to promote new and existing client development Maintain a proactive recruiting campaign for qualified candidates

Provide effective leadership and direction to all team members
Respond to request, ideas, suggestions and grievances of team members Support all business needs of branch staff to ensure success
Comply with all reporting requirements and company campaigns/directives Comply with all Company policies and procedures
Maintain branch quality control Responsible for control of P&L expenses
Join community based organizations and/or industry associations

Adecco Employment Services Senior Client Program Manager 2010-2013

Responsible for client operations and service aspects as well as for the implementation, direction, quality and compliance program adherence.
Customer interaction and ensures associates are oriented to client's procedures, systems and work environment as well as Adecco's policies and procedures.
Ensure that financial goals and objectives are met or exceeded while ensuring full compliance.
Responsible for Budget and P&L's
Identify new business opportunities
Primary liaison between client as well as contact and field offices
Accountable for recruitment, management and retention of assigned resources Supervised and developed staff members and provides oversight, training and leadership to ensure team reached all goals

Adecco Employment Services Branch Manager 2000 –2010

Achieved average sales volumes in excess of $7.5 million annually
Responsible for branch compliance and meeting our quarterly performance reviews Manage a team of recruiters that I hired, trained and mentor
Achieved employee retention, my team has worked with me for 10 years Cold calling, networking and sales presentations to potential clients Tracking sales efforts in CRM database
Ability to access and cultivate relationships with senior level decision makers Strong interpersonal skills and creative energy
Developed network for lead generation and strategic alliances 2011 Sales Manager of the Year
2011 Outstanding Leadership Award
2004 Employee of the year, 2004 Superstar distinction among peers,2004 Highest Perm Dollars billed per Branch
2003 Branch of the year award, 2003 Highest Perm Dollars billed per Branch 2002 Branch with the highest Gross Margin Dollars, 2002 Superstar award 2000 Rookie Manager of the year award

Adecco Employment Services Office Supervisor 1996-2000

Achieved operational excellence in the branch
Recruited and placed all levels of candidates in all levels of positions
Managed the entire employment process, from sourcing, screening, interviewing, reference checking, placing temporary employees and conducting new hire orientations Identified and resolved employee relations issues

Coached and counseled employees to ensure quality performance, job satisfaction and highest quality of customer service
Built strong relationships with clients to ensure quality initiatives 1998 Office Supervisor of the Year
1998 Top Sales Growth
1998 Most Improved Branch

Adecco Employment Services Exception Processor 1994-1996

Processed national payroll with advanced knowledge of applicable laws Generated and prepared weekly invoices for billing
Handled billing inquiries for large client base
Resolved payroll issues for employees

Rick Smith

236 W. Portal Ave. #491 San Francisco, Ca. 94127 ♦ 415-425-8456 ♦ smithfm4@live.com

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Summary:

Extensive professional hands-on Recruiting & Management experience encompassing both business services and products, achieving notable success in the following areas:

- Recipient of numerous recruiting awards for over-achievement of both individual and team goals
- Proven ability to build and manage recruiting & sales objectives for long term sustainable results
- Excellent skills in oral/written presentation and proposal development conducted at a c-level

Experience:

Branch Manager
AppleOne Employment Services **12/2015 – Present**
Temporary & Direct Hire Staffing ♦ San Francisco, CA

Core Functions of my role

- Active involvement in meeting all position requirements
- Accountability for all branch activity, quality control, and complete understanding of all aspects of branch operations
- Ensure all staff meet and exceeds all branch productivity requirements
- Effectively recruit, interview and hire branch personnel in accordance with hiring process
- Maintain adequate staff in branch at all times, keeping a pool of candidate applicants available
- Ensure New Hire and Payroll Status change forms for staff are completed timely as appropriate
- Review performance with staff weekly, monthly, quarterly, and annually
- Responsible for ongoing training and development of all team members

- Continuously identify and develop potential management amongst branch staff
- Provide counseling in accordance with Performance Management Guidelines
- Develop and maintain a sales cycle to promote new and existing client development Maintain a proactive recruiting campaign for qualified candidates
- Provide effective leadership and direction to all team members
- Comply with all reporting requirements and company campaigns/directives, policies and procedures

Recruiting/Operations Manager

LawPostings.com/365LawRecruit **09/2005 – 11/2015**
Legal Recruiting ♦ San Francisco, CA

Launched the recruiting website, LawPostings.com, to address a lack of vertical recruitment/communication within the legal community: Staffed Attorney, Paralegal, Legal Secretary, Financial Departments, and Administration.

Core Functions of my role

- Met directly with client hiring mangers to discuss their hiring needs and talent management
- Built and managed candidate database for the site and for direct placement. Full life-cycle recruiting of candidates for positions, pre-screened, scheduled interviews, reference checks and closed candidates & clients
- Attended association meetings, luncheons, and dinners to further strengthen relationships in the community
- Built candidate database to over 5,000 candidates from scratch.
- Managed all acquisition of funding for the building of the site, budgeting and overall P&L
- Oversaw design and management of the site content with developers and site hosting companies, also handled employee hiring, training, rollout dates, as well as, dates for sales programs to clients and candidates
- Traveled as needed to meet with firms and management teams

Manager of Recruiting/Sales **04/2003 – 09/2005**

365Recruit (02/2004 – 09/2005)
Financial Recruiting Agency ♦ San Francisco, CA

Launched 365Recruit as a spin-off of Financial Staffing Partners, which included the continued management of all operational structure, along with sales & recruiting. Continued to build strong relationships with financial corporations and placed candidates in direct hire and contract opportunities.

- Developed key placements from CFO level to A/R
- Met with clients to discuss talent management requirements
- Established a targeted approach to identifying talent through full cycle lead generation recruiting
- Developed direct recruiting strategy through phone and internet techniques
- Managed all operational activities

Director of Operations & Sales

Financial Staffing Partners (04/2003 – 02/2004)
Bay Area contract and direct-hire recruiting service provider for financial sectors such as Corporate, Banking, Financial Service Companies ♦ San Mateo, CA

Oversaw all organizational structure, recruiting & sales, which included initial evaluation of several different levels of organizational structure, including P/L, client/employee development, and evaluation/input for restructuring of the organization. Within that role, analyzed P/L to determine the true financial health of the organization and wrote corresponding briefs as to what action must be taken

- Developed streamline approach for talent and sales acquisition, writing sales and recruiting programs for both internal and external acquisition.
- Developed more of a hands on approach to building relationships, and in person recruiting
- Mentored the team to build a positive workplace environment to where the team could thrive

Additionally, wrote a business plan for launching a financial recruiting website for the ownership of Financial Staffing Partners, that later became a private company. (www.financialstaff.com)

Sr. Technical Recruiting/Branch Manager **10/1996 – 03/2002**
Hall Kinion - Acquired by K-Force– (San Francisco, CA) **(04/1999 – 03/2002)**
Publicly traded global contract and direct-hire recruiting service provider for technology sectors such as Internet core technologies, software and hardware, intranets, extranets, e-commerce, and mass media web ♦ San Francisco, CA

Responsible for recruiting, coaching and managing staff including technical recruiters and business development representatives, acting as facilities manager, supervising administrative staff, managing P/L, developing and delivering regional training curricula, and providing support to other division managers. Accountable for developing and delivering: annual office budget, forecasting markets and growth opportunities.

- Selected as VP's choice for branch management 2001
- Developed staffing solutions with major fortune 500 companies
- Appointed by corporate headquarters to provide training and/or mentorship nationwide to all new hire account managers and technical recruiting agents requiring travel nationwide

Sr. Account Manager, Hall Kinion (Portland, OR) **(10/1996 – 04/1999)**
Developed new business opportunities to deploy consultants in the following technical disciplines: CAD, Windows, QA, Internet, Unix, IS, Network, and Technical Writing

- Earned President's Club distinction two successive years
- Developed over 300 business relationships, including six of the top ten accounts for the region
- Delivered the offices highest placement of hardware consultants each year and served as acting Hardware (CAD) group manager for six months
- Trained new employees on effective territory development and customer account management

Education
University of Maryland, Baltimore County– Bachelor of Arts

Rick Hagmann

PROFESSIONAL HISTORY

AppleOne Employment Services – Huntington Beach, CA **07/2007 – Present**

Director of Government Services

- Originally hired as Manager of Government Implementation and Special Accounts, promoted to Sr. Manager of Government Services, and ultimately Director of Government Services.
- Lead teams responsible for proposals, centralized recruiting, compensation, payroll, benefits administration, employee relations, contract interpretation, performance management, program management, policy administration, and general human resource and staffing operations.
- Successfully recruit and manage all levels including: IT, Engineering, Scientific, Business Professional, Medical, Legal, Industrial and Administrative (exempt and non-exempt), for multiple government agencies, contractors and the private sector.
- Travel with unescorted access to secure federal government facilities serving as on-site Senior Program Manager, Human Resource Business Partner and main point of contact responsible for employee relations, annual reviews, staffing, onboarding, investigations, terminations and other employment/human resource functions.
- Ensure company complies and adheres with all employment rules and regulations of the federal government as well as specific state and city laws and rulings that may exceed federal requirements.
- Represent company at pre-hearing conferences of federal and state labor boards and EEOC mediations.
- Oversee staffing contract transitions, administration, implementation, compliance and quality assurance for both federal and non-federal government entities throughout the United States.

Super Color Digital – Irvine, CA **07/2006 – 03/2007**

Project Manager

Create and execute project work plans and revise appropriately to meet changing needs and requirements.
Identify resources needed and assign individual responsibilities.
Manage day-to-day operational aspects of multiple projects and scopes.
Review quotes, orders and final products/projects prepared by team before passing to client.
Ensure project documents are complete, current, and organized appropriately.

Solutions Industrial Innovations – Rancho Santa Margarita, CA **11/2000 – 11/2005**

National Inside Sales & Customer Service Manager

Responsible for hiring, training and managing Inside Sales/Customer Service departments

Regional Sales Manager, Australia, New Zealand and Asia Pacific

Establish strong sales/distribution channels in assigned geography and managing distributor activities.

Special Projects Manager

- Design and implement inventory company-wide location system for all items.

EDUCATION

CHAPMAN UNIVERSITY, Orange, CA

- Graduate Coursework in Human Resource Management & Organizational Leadership/Development
- Bachelor of Arts, Business Communication

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END OF EXHIBIT

EXHIBIT H
FORMS

This Exhibit 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

END OF EXHIBIT

EXHIBIT H
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.

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

Judicial Council of California
Master Agreement No. MA-201606
with AppleOne Employment Services

EXHIBIT H
FORM B
REFERENCE CHECK TEMPLATE

PART I: CANDIDATE INFORMATION

Candidate Name: _____ **Title Held:** _____

Candidate's Ending Salary: _____ **Salary consistent with App?** ☐ YES ☐ NO*: *If no, state reason:

Dates Employed: _____ **Dates consistent with App?** ☐ YES ☐ NO*: *If no, state reason:

PART II: REFERENCE INFORMATION

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

Company Contacted: _____ **Phone:** _____

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

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 would you consider as the candidates strongest skills?

6. What would you consider as the candidates 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?

10. On a 0-10 scale, with 0 being poor and 10 being exceptional, how would you rate the candidate compared to other employees who held the same position in your organization? Why?

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. (If applicable to level) On a 0-10 scale, with 0 being poor and 10 being exceptional, how would you rate the candidate's technical expertise and understanding in his/her field? Please explain.

15. Did you ever have to counsel this employee for absenteeism or attendance/punctuality?

16. During the candidate's employment, were there any incidents of dishonesty, or threatening behavior? Please describe.

17. 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?

18. Could you fully describe the circumstances and reason for the separation?

19. If given the opportunity, would you rehire (the candidate)? If so, at what level would you rehire him/her?

20. Could you recommend anyone else that I should speak to regarding the candidate, should the candidate authorize for me to contact them?

REFERENCES CHECKED BY: DATE:

Miscellaneous Information to Note:

END OF FORM

EXHIBIT H
Form C: Sample Work Order Template

PARex# _____

JUDICIAL COUNCIL OF CALIFORNIA

TEMPORARY AGENCY STAFF WORK ORDER & EXEMPTION

☐ New Work Order ☐ Extension * ☐ Change FTE ☐ Change Fund Type or P.O. #

REQUEST DATE _____

OFFICE/UNIT CODE _____ HIRING MGR _____

CONTACT PERSON _____ REPORTS TO _____

PHONE NO _____ PHONE NO _____

A - Position Funding Source

Fund Type:

☐ Master Agency Temp Contract P.O. # to be Invoiced _____

☐ Grant P.O. # to be Invoiced _____ _____

☐ Office's Own Budget P.O. # to be Invoiced _____ _____

☐ Other P.O. # to be Invoiced _____ _____

B - Position Information

Temp Classification: _____

Hourly Billing Rate: _____ HQ Address _____

☐ **Back-filling an existing or abolished position? If so, enter position #: _____**
If not a backfill, enter "new"

Work Schedule ☐ Full Time

☐ Part Time _____ Hrs/Week (FTE)

Start Date: _____

End Date: _____

Total Assignment Hrs 0

Background Check Expense *($47 estimate)* _____

C - Total Costs

Total Assignmment Costs $0.00

D - Justification and Criticality for Temporary Staff: (If extension, include explanation why work 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 Fiscal Services):

ATTACHMENT 2 - Form C: Sample Work Order Template

PARex# _____

JUDICIAL COUNCIL OF CALIFORNIA

TEMPORARY AGENCY STAFF WORK ORDER & EXEMPTION

G- Position Duties and Responsibilities

H - Required Skills, Licenses, Certifications and Education (include Preferred Skills in parentheses):

I - HR USE ONLY

Work Order # _____ Hire Name _____

Date Received _____ Start Date _____

J - APPROVALS

EMAIL APPROVALS ARE REQUIRED AT ALL LEVELS OF THE PARS PROCESS

Initiating office Leadership Review and Approval

Division Chief Review and Authorization to submit to PARS

PARS Submittal and initial review

Executive Office Review (weekly)

Human Resources Analysis and Approval

Fiscal Office Analysis and Approval

Chief Administrative Officer Review and Approval

END OF FORM