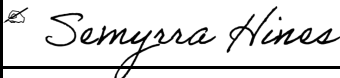



MASTER AGREEMENT

AGREEMENT NUMBER  
MA-SF2024-04

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **Aroha Technologies, Inc.**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D) which include the Supreme Court of California, the Appellate Courts of California, the Habeas Corpus Resource Center, and the Commission on Judicial Performance. Any of these Judicial Branch Entities that enter into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).
2. This Agreement is effective as of **June 24, 2025** (“Effective Date”) and expires on **June 23, 2026** (“Expiration Date”). This Agreement includes an initial term of one (1) year and two (2) consecutive one-year option terms to extend through **June 23, 2028**.
3. The title of this Agreement is: Master Agreement for **Temporary Staffing Services**, pursuant to RFP-HR-2024-18-LP.
- The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*
4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. Any and all authorized Work Orders are hereby incorporated by reference. If there are any inconsistent terms in the appendices and Work Orders, the following is the descending order of precedence: A, B, C, D, E, F, G, H, and Work Orders.
- Appendix A – Services  
Appendix B – Payment Provisions  
Appendix C – General Provisions  
Appendix D – Defined Terms  
Appendix E – Classifications

Appendix F – Contractor’s Key Staff  
Appendix G – Forms and Templates  
Appendix H – Participating Addendum

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) AROHA TECHNOLOGIES, INC.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Semyrra Hines, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Surya Potu, President & CEO
DATE EXECUTED 6/9/2025	DATE EXECUTED 06/04/2025
ADDRESS Attn: Procurement Branch Accounting & Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, California 94102-3688	ADDRESS Attn: Surya Potu Aroha Technologies, Inc. 5000 Hopyard Rd. STE 415 Pleasanton, CA 94588

## **APPENDIX A**

### **Services**

#### **1. Background, Purpose, and Ordering.**

The Human Resources office of the Judicial Council provides a full range of human resources services to the California Judicial officers and to the employees of the Supreme Court of California, the six (6) California Courts of Appeal, the Judicial Council, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP). Human Resources is responsible for tracking and reporting temporary staffing needs throughout the Judicial Council.

This Agreement will cover temporary staffing service needs for the Judicial Council headquartered in San Francisco, and its regional offices located in Sacramento, California. Additionally, there may be occasional needs that arise in various cities throughout California. Participating JBE's include the California Supreme Court, the California Courts of Appeal, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP). A JBE may opt to participate in the Judicial Council's temporary staffing services Master Agreement as their temporary staffing needs arise. The Courts of Appeal are located in San Francisco, San Jose, Sacramento, Fresno, Los Angeles, Ventura, Riverside, Santa Ana, and San Diego. The California Supreme Court, HCRC, and CJP are located in San Francisco, California.

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBE's. "Work" shall mean the Services and Deliverables as further described in Section 2 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders. Further, per Judicial Council personnel policy, there is a six (6) month maximum for any temporary worker assignment. This means Assigned Temporary Personnel may not have an assignment lasting more than a six (6) month timeframe.
- 1.2** Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix H to this Agreement ("Participating Addendum"). For the Establishing JBE, no additional Participating Addendum is necessary. Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this

Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.

- 1.4 The Establishing JBE, or under a Participating Addendum, a Participating JBE may at its option place orders for Services using a Work Order (Appendix G, Form C), subject to the following: such Work Order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the Work Order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such Work Orders.
- 1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.
- 1.7 **Ordering**
  - A. The Judicial Council or Participating JBE's 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 (Appendix G, Form C) 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. The Judicial Council or a Participating 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 the Judicial Council or a Participating JBE constitutes and will be construed as a separate agreement between Contractor and the Judicial Council or that Participating JBE for purchase and payment of the work, subject to

the following limitation: any additional or supplemental terms contained in the Order or in any invoice or confirmation of the Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to an Order will not be deemed part of such agreement.

- D. The Judicial Council or each Participating JBE authorizing an Order will include the name, address, and email of the Judicial Council's or Participating JBE's contact person in the Order ("Order Project Manager").
- E. After an Order has been issued to the Contractor by the Judicial Council or a Participating JBE, the Contractor shall provide the Judicial Council or that Participating JBE with acknowledgement of the Order, within one (1) business day of receipt. The acknowledgement shall be submitted by email. The Order is not binding until the Contractor provides acknowledgement of the Order to the Judicial Council or the Participating JBE authorizing the Order.
- F. Neither the Judicial Council nor any JBE guarantees that the Contractor will receive a specific volume of work, a specific total Order Amount, or a specific total dollar amount under this Master Agreement. Additionally, there will be no limit on the number of Work Orders any JBE may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.

## 2. Services.

- 2.1 Description of Services and Deliverables.** As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services ("Services" and "Deliverables") for the JBE's:

### **A. General Description of Work**

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

- 1. The Contractor will serve as a Master Agreement Holder for the JBE's to obtain professional temporary staffing services for the duration of the Master Agreement term and any awarded option terms, in accordance with **Appendix C, General Provisions**.
- 2. Pursuant to the work order process set forth in this Agreement, the Participating JBE will solicit Master Agreement Holders to fill individual professional temporary staff requirements by issuing a Work Order form (Appendix G, Form C) to any number of the Master Agreement Holders.
- 3. The Contractor will staff temporary work orders, on request and within the requested time frame, with individuals who possess the required minimum qualifications required by the classification specification and the desirable qualifications requested in order to perform the assignment to the fullest capacity.
- 4. The Contractor will use its best efforts to provide the JBE's with the temporary services of any temporary staff transitioning from a previous temporary staffing

services provider(s), just prior to the Effective Date of this Master Agreement, should the need for the continued temporary services exist.

5. The Contractor is expected to provide regular daily follow-up by email or phone with the JBE Order Project Manager on temporary positions that have not been filled or require replacement temporary staff.
6. If the Contractor is unable to provide qualified candidates through its regular means by the designated due date stated on an Order, Contractor may use pre-approved subcontracted temporary staffing agency firm(s) to provide qualified candidates.
7. The Contractor is required to have background checks completed on all Assigned Temporary Personnel prior to the start of their assignment commencing with any JBE. Contractor shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures, and releases. If the Contractor uses an outside company to conduct background checks, the Contractor shall only use registered, licensed investigators.
8. The Contractor is required to complete past employment references for selected candidates within one (1) month of their assignment start date, using Reference Check Template in **Appendix G, Form B**.
9. The Contractor will provide the billing rate for each Assigned Temporary Personnel, job classification, the applicable mark-up rates, and hours to fulfill for temp-to-hire conversion, if any.
10. The Contractor will provide ad hoc and detailed monthly temporary staffing reports, which will include at least: name of each Assigned Temporary Personnel, the unit or office in which Assigned Temporary Personnel works or worked, start and end dates (or anticipated end date), billing rate, classification, total regular hours worked, total overtime hours worked, and total amount invoiced.
11. The Contractor will provide a single point of contact (“Account Manager”) to support the entire account for this Master Agreement. The JBE should be notified as far in advance as possible of any change or replacement of the single point of contact assigned by the Contractor.
12. The Contractor will provide Assigned Temporary Personnel with all required sexual harassment prevention training, safety practices/training, and any education or training as required by law.
13. The Contractor 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 Contractor must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person (Assigned Temporary Personnel) referred to the JBE. When applicable, the Contractor must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA).

**B. Assignment Request**

1. A JBE Order Project Manager may email or call the Contractor's Account Manager to request temporary personnel for an Assignment. Previously approved Classifications are set forth in Appendix E, Classifications.
2. The Judicial Council's or Participating JBE's request will include, but will not be limited to: (i) a description of the type of service or work requested; (ii) the Start Date and End Date for the Assignment; (iii) the Work Location; (iv) the Work Schedule; (v) any certifications that may be required; (vi) the level of expertise and/or education required; and (vii) any special conditions that may apply to the Assignment. Work Orders submitted from a JBE may be for full or part-time work, and may require onsite, remote, and/or some combination (hybrid) work schedule. For assignments with remote schedules, it is expected that the Assigned Temporary Personnel will be able to pick up and drop off equipment (laptop, badge, etc.) on the first and last day of the Assignment, and attend meetings or trainings onsite, as assigned by their supervisor.
3. The JBE Order Project Manager will forward a draft work order to the Contractor's Account Manager. Upon the Contractor's receipt of a draft work order from the JBE Order Project Manager, the Contractor's Account Manager will forward introductions of potential candidates via email to the JBE Order Project Manager.
4. The JBE Order Project Manager may occasionally refer a potential candidate for an Assignment. The Contractor's 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 JBE's request that includes such candidate for consideration of the Assignment.
5. Each candidate to be considered for an Assignment shall be introduced in a separate email containing, at a minimum: (i) candidate's resume; (ii) the Salary Rate or Subcontractor Billing Rate, as applicable; (iii) the appropriate Contractor Mark-up, JBE Referral Mark-up, Subcontractor Mark-up, and/or discount, as applicable; (iv) the Billing Rate; (v) the Classification; (vi) the applicable Conversion Period; and (vii) any tracking number used by the JBE to identify the specific Work Order request.

**C. Recruiting, Interviewing and Selection**

1. The Contractor will pre-qualify the prospective candidates to determine acceptability and the candidate's ability to meet the requirements of the Assignment, including but not limited to, skill level, flexibility, professionalism, and communication skills.
2. The Contractor will verify the prospective candidate's employment information and references in advance of placing a candidate with a JBE, or within one (1) month after the candidate begins work. The Contractor should share any concerns or material discrepancies with the JBE.

3. The Contractor shall conduct personal background checks, including criminal background checks at the county level (e.g., counties of residence for the last seven [7] years) and at the federal district level (e.g., Federal District Court, Northern California), prior to Assigned Temporary Personnel starting work. Assigned Temporary Personnel must successfully clear background before starting work. The actual cost for any background checks will be paid by the Judicial Council or Participating JBE from an Order. The Contractor should share any concerns or material discrepancies with the JBE.
4. The Contractor will inform all prospective candidates of the Contractor's requirements and the prospective candidate's obligations pursuant to the Administrative Requirements, below, if the candidate is selected to provide temporary services to the Judicial Council.

**D. Administrative Requirements**

The Contractor shall inform all Assigned Temporary Personnel that: (i) said Assigned Temporary Personnel is not entitled to the provisions of any Judicial Council employee benefit (**Appendix A, Paragraph 2.8**, Contractor's and Subcontractor's Personnel Are Not Employees of the Judicial Council or Participating JBE's; and (ii) said Assigned Temporary Personnel is bound by the terms and conditions of **Appendix C, Paragraph 2.4, No Conflict of Interest**.

**E. Use of Approved Subcontractors**

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

**F. New Subcontractor and/or New Classification and Rates**

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

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

**G. Authorization of An Order**

Upon completion of the selection process, in accordance with this Appendix's Paragraph C, Recruiting, Interviewing and Selection, above, the JBE Order Project Manager will notify the Contractor of an Order being awarded by forwarding the Order to the Contractor's Account Manager; thereby providing the Contractor an authorized Order. The JBE Order Project Manager will also notify any other Contractors that may have shared candidates for consideration and/or interview that were not selected.

**H. Termination of Assignment and Conversion**

1. Termination of an Assignment is set forth under this Paragraph. See Appendix C, General Provisions, Paragraph 7, Termination for additional termination provisions.
2. The Contractor is responsible for informing the Assigned Temporary Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.
3. If the Assignment is terminated for unsatisfactory performance, the Contractor shall: (i) contact the Assigned Temporary Personnel as directed by the JBE and inform the Assigned Temporary Personnel that the Assignment has been terminated; (ii) arrange for next-day return of any equipment (e.g., laptop, power cord, monitor, keyboard, mouse, etc.), badge, security card, Material or Data that the Assigned Temporary Personnel may have in their possession and its return to the JBE; and (iii) arrange for pickup of any personal items left at the JBE's premises on the following business day and return such items to the Assigned Temporary Personnel.
4. When an Assignment is ended for other than unsatisfactory performance, the 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 Temporary Personnel of the date that the Assignment will terminate; (ii) instruct the Assigned Temporary Personnel that



any equipment (e.g., laptop, power cord, monitor, keyboard, mouse, etc.), badge, security card, Material or Data that the Assigned temporary Personnel may have in their possession must be returned to the Judicial Council or Participating JBE on the last day of the Assignment; and (iii) request that the Assigned Temporary Personnel remove any personal items left at the Judicial Council's or Participating JBE's premises on the last day of the Assignment.

5. An Assignment may be terminated by the Judicial Council or Participating JBE, at no charge to the Judicial Council or Participating JBE, if the Judicial Council or Participating JBE elects to hire the Assigned Temporary Personnel as an employee, as allowed, after the Conversion Period, which is after the Assigned Temporary Personnel has performed 960 hours of work for the Judicial Council or Participating JBE. However, the Judicial Council may elect to hire any Assigned Temporary Personnel converted from the Judicial Council's prior temporary service provider, during the Initial Term of this Agreement, irrespective of any Conversion Period and at no Conversion Fee.

**I. Replacement of Contractor Personnel and Assigned Temporary Personnel**

**1. Replacement of Contractor's Personnel (Key Staff)**

- i. The Judicial Council has the right to review resumes and interview the Contractor's proposed Key Staff / Account Manager 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. The Judicial Council prefers the Contractor identify Key Staff that have signing and approval authority to make decisions and assist with resolving problems that may arise throughout the course of the contractual agreement. They may delegate tasks as needed within their organization.
- ii. The Contractor's Key Staff will have the ability and authority to make decisions commensurate with their role and level of responsibility regarding the work of this Master Agreement.
- iii. Appendix F, Contractor's Key Staff, includes the individual(s) assigned as the Key Staff at the time of agreement execution. Any revision to the individual(s) identified as Key Staff must be approved in writing.
- iv. The Contractor shall use its best efforts to retain the same individuals during the performance of the work of this Master Agreement. If the Contractor's Key Staff become unavailable during the term of this Master Agreement, the Contractor will supply a substitute acceptable to the Judicial Council.
- v. The Judicial Council reserves the right to disapprove the continuing assignment of the Contractor's Key Staff provided to the Judicial Council under this Agreement, if in the Judicial Council's opinion, the performance of the Contractor's Key Staff is unsatisfactory. If the

Judicial Council exercises this right and approves a replacement candidate, the Contractor shall immediately, within two (2) weeks, assign the replacement personnel, possessing equivalent or greater experience and skills.

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

## **2. Replacement of Assigned Temporary Personnel.**

- i. If the Judicial Council or a Participating JBE requests that the Contractor remove Assigned Temporary Personnel pursuant to **Paragraph H**, Termination of Assignment and Conversion, the Judicial Council or Participating JBE may, at its sole option, request that the Contractor provide a replacement candidate. If the Judicial Council or Participating JBE makes such a request, the Contractor shall submit a response to the Judicial Council or Participating JBE's request as soon as practicable. The Contractor's response will include resumes of the qualified candidates. In no event will the Contractor require more than ten (10) business days to submit such a response unless the parties have agreed to an extended time period.
- ii. If the Contractor identifies a replacement candidate that meets the Judicial Council's or Participating JBE's requirements and the Judicial Council or Participating JBE agrees, the Judicial Council or Participating JBE may, at its sole option, either amend the Order to reflect the change in Assigned Temporary Personnel or issue a new Order.
- iii. In the event the Judicial Council or Participating JBE does not agree to a replacement candidate and the Contractor is unable to find another suitable candidate for them, the Judicial Council or Participating JBE may terminate the Order, in accordance with Appendix C, Paragraph 7.1, Termination for Convenience. Upon the effective date of termination of the Order, the Contractor will not be obligated to complete the work of that Order and the Judicial Council or Participating JBE may submit the same or similar work order for bidding from other Contractors.

## **J. Reports.**

Upon request, the Contractor will provide, at no charge, detailed staffing reports that will include, at a minimum, the assigned Order Number, expenditures (i.e., hours worked and amount invoiced, under the Order to-date), the name of the Assigned Temporary 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.

- 2.2 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables. For clarification purposes, the Judicial Council or JBE's shall have one (1) business day to reject the Contractor's fulfillment of Assigned Temporary Personnel as set forth under an approved Order. The Judicial Council or JBE shall notify the Contractor of any rejection via email or telephone. If notified by telephone, the JBE shall follow up with a written notice within five (5) business days. Otherwise, Contractor's fulfillment of temporary staffing personnel Services shall be accepted by default after two (2) business days.

In the case of rejection of Contractor's fulfillment of temporary staffing personnel Services, the Judicial Council or JBE shall have the right to request Contractor to provide a replacement of the rejected Assigned Temporary Personnel. Contractor shall not invoice the Judicial Council or JBE for any Assigned Temporary Personnel rejected on the first day of their assignment.

**A. Assignment Class.** Contractor must perform the Services and deliver the Deliverables according to the timeline and specifications set forth in the Work Order.

- 2.3 Project Managers.** Each JBE may designate an Order Project Manager. The Establishing JBE's Project Manager is: **Justin Logan**. A JBE may change its Order Project Manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's Project Manager (or "Account Manager") is: **Surya Teja Potu**. Subject to written approval by the Establishing JBE, Contractor may change its Project Manager without need for an amendment to this Agreement.

- 2.4 Service Warranties and First Day Guarantee of Assigned Temporary Personnel.**

The Contractor warrants to the JBE's that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation.

The Contractor warrants and represents that each of its employees, independent contractors or agents, including Key Staff and Assigned Temporary Personnel, as well as any Subcontractors and each of its employees, independent contractors or agents, assigned to perform any service, provide work or provide any technical assistance under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their 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 the 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.

The parties agree that the Judicial Council and Participating JBE must be completely satisfied with the performance of the Assigned Temporary Personnel. If the Judicial Council or Participating JBE is for any reason not satisfied with the performance of the Assigned Temporary Personnel on the first day that the Assigned Temporary Personnel reports to perform the work set forth in the applicable Order, the Judicial Council may contact the Contractor via email, or telephone following up with a written Notice within five (5) business days, and the Contractor will remove the Assigned Temporary Personnel from the Assignment pursuant to **Section 2.1** Description of Services, **Paragraph H**, Termination of Assignment and Conversion, and credit the Judicial Council all charges and fees for the first day or any portion thereof.

- 2.5 Resources.** Contractor is responsible for providing any and all resources (including personnel and special ergonomic equipment) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 2.6 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.
- 2.7 Stop Work Orders.**
- A.** Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.
  - B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:
    - 1.** The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and
    - 2.** Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.
  - C.** The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

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

**2.9 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 the following functions in connection therewith:

1. Negotiates with clients or customers for such matters as time, place, type of work, working conditions, quality, and price of the services;
2. Determines assignments or reassignments of workers, even though workers retain the right to refuse specific assignments;
3. 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;
4. Assigns or reassigns the worker to perform services for a client or customer;
5. Sets the rate of pay of the worker, whether or not through negotiations;
6. Pays the worker from its own account or accounts; and
7. 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.

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

## **APPENDIX B**

### **Payment Provisions**

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
- 2. Compensation for Services.**
  - 2.1 Amount.** Contractor will invoice the Judicial Council or Participating JBE for Services or Deliverables that the JBE has accepted, per the amounts as listed in Attachment 1 to Appendix B, Pricing Schedules:
    - A.** Schedule 1 – Salary Rates
    - B.** Schedule 2 – Conversion Salary Rates
    - C.** Schedule 3 – Billing Rates, Including Contractor Mark-up and Salary Rates
    - D.** Schedule 4 – Billing Rates, Including Contractor Mark-up and Conversion Salary Rates
    - E.** Schedule 5 – Billing Rates, Including JBE Referral Mark-up and Salary Rates
    - F.** Schedule 6 – Billing Rates, Including Subcontractor Mark-up and Subcontractor Billing Rates
    - G.** Schedule 7 – Contractor Mark-up, JBE Referral Mark-up, and Subcontractor Mark-up Percentages
  - 2.2 Overtime.** Judicial Council and Participating JBEs abide by California law with regard to overtime payment. Overtime work must be approved by the JBE in advance and in writing before Overtime Pay will be considered an allowable charge under an order. Any overtime that is not approved in advance by the JBE will be the responsibility of the Contractor to pay.
  - 2.3 No Advance Payment.** The JBEs will not make any advance payments.
- 3. Expenses.** Except as set forth in this section, no expenses relating to the Services and Deliverables shall be reimbursed by the JBEs.
  - 3.1 Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
    - A. Limited Travel Expenses:** See Section 3.2 below
    - B. Background Check Expenses**
      1. For those candidates considered for a Temporary Assignment, the cost of required background checks, or those especially requested by the Judicial Council or JBE, shall be a charge set forth in an Order.

2. The Contractor will invoice the Judicial Council or Participating JBE and the Judicial Council or Participating JBE shall reimburse the Contractor for the actual and allowable cost associated with processing background checks.
3. Payment for background checks required for a Temporary 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.

**C. Other Expenses**

1. Neither the Judicial Council nor a Participating JBE shall consider reimbursement for costs or expenses not defined as allowable in this Master Agreement.
2. Conversion Fees are defined as unallowed under this Master Agreement.
3. Rates are inclusive of all burdened elements of cost, including sick leave and health benefits to be provided to any Assigned Temporary 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.

**3.2 Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Participating Addendum or the JBE's travel expense policy.

- A.** If travel is required, as set forth in an authorized Order, and pre-approved by the Reports To prior to incurring any expenses, the Contractor will charge the JBE and the JBE will reimburse the Contractor for the Assigned Temporary Personnel's actual Travel Expenses, in accordance with state of California guidelines stated in Appendix D, Defined Terms under Travel Expense(s).
- B.** The Assigned Temporary Personnel will submit to the Contractor travel receipts for Travel Expenses incurred and the Contractor will reimburse the Assigned Temporary Personnel within thirty (30) Days of receipt of such travel receipts.
- C.** Payment for Travel Expenses required for a Temporary 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.

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

**4. Invoicing and Payment**

**4.1 Invoicing.** Contractor shall submit invoices to the appropriate JBE in arrears no more frequently than monthly; separate invoices are to be submitted for Judicial Council



and each Participating JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE during the Term. After receipt of invoice, the Judicial Council or Participating JBE will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

- 4.2** The Contractor shall submit one (1) correct original invoice to the JBE's address shown on the order or email address provided for billing purposes. Every invoice shall clearly indicate at least the following:
- A.** The Master Agreement Number
  - B.** The Order Number
  - C.** A unique invoice number
  - D.** The Contractor's name and address
  - E.** The taxpayer identification (Contractor's federal employer identification number)
  - F.** The name of the Reports To, as indicated on the Order
  - G.** A preferred remittance address, if different from the mailing address.
- 4.3** In addition to the requirements set forth in subparagraph 4.2, above, invoices shall also include the following, as applicable:
- A.** The Assigned Temporary Personnel's name and Classification
  - B.** The hours and dates the Assigned Temporary Personnel provided work for an Assignment and a copy of the Assigned Temporary Personnel's Time Sheet(s) for the invoiced Pay Period
  - C.** The applicable Billing Rate set forth in the Order
  - D.** The actual cost for background checks; a copy of the receipt or invoice for the checks or an original receipt, if requested
  - E.** For subcontracted work, a copy of the Subcontractor's invoice, including applicable Subcontractor Billing Rate
  - F.** For allowable travel by the Assigned Temporary 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 Temporary Personnel
  - G.** Overtime Pay, if allowable and approved, in accordance with this Appendix.
- 4.4 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations. The Judicial Council's payment terms is net 60 days.
- 4.5 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing

from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

- 5. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

**ATTACHMENT 1 TO  
APPENDIX B  
PRICING SCHEDULES**

**Schedule 1 – Salary Rates (TAKE HOME PAY FOR TEMPS)**

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$43.00	\$43.86	\$44.74
2	Accountant II	\$50.00	\$51.00	\$52.02
3	Accountant III	\$59.00	\$60.18	\$61.38
4	Accounting Clerk I	\$30.00	\$30.60	\$31.21
5	Accounting Clerk II	\$35.00	\$35.70	\$36.41
6	Accounting Clerk III	\$40.00	\$40.80	\$41.62
7	Administrative Assistant I	\$30.00	\$30.60	\$31.21
8	Administrative Assistant II	\$35.00	\$35.70	\$36.41
9	Administrative Assistant III	\$40.00	\$40.80	\$41.62
10	Administrative Assistant IV	\$47.00	\$47.94	\$48.90
11	Analyst I	\$43.00	\$43.86	\$44.74
12	Analyst II	\$50.00	\$51.00	\$52.02
13	Analyst III	\$59.00	\$60.18	\$61.38
14	Analyst IV	\$69.00	\$70.38	\$71.79
15	Assistant Librarian	\$35.00	\$35.70	\$36.41
16	Attorney I	\$75.00	\$76.50	\$78.03
17	Attorney II	\$95.00	\$96.90	\$98.84
18	Attorney III	\$120.00	\$122.40	\$124.85
19	AV Systems Design Engineer I	\$38.00	\$38.76	\$39.54
20	AV Systems Design Engineer II	\$45.00	\$45.90	\$46.82
21	AV Systems Design Engineer III	\$55.00	\$56.10	\$57.22
22	Contract Specialist I	\$50.00	\$51.00	\$52.02
23	Contract Specialist II	\$59.00	\$60.18	\$61.38
24	Contract Specialist III	\$69.00	\$70.38	\$71.79
25	Data Entry Technician	\$30.00	\$30.60	\$31.21
26	Editor	\$55.00	\$56.10	\$57.22
27	Facilities Administrator I	\$38.00	\$38.76	\$39.54
28	Facilities Administrator II	\$45.00	\$45.90	\$46.82
29	General Maintenance Technician	\$38.00	\$38.76	\$39.54
30	Graphic Designer	\$43.00	\$43.86	\$44.74
31	Help Desk Assistant	\$30.00	\$30.60	\$31.21
32	Labor and Employee Relations Analyst I	\$59.00	\$60.18	\$61.38
33	Labor and Employee Relations Analyst II	\$70.00	\$71.40	\$72.83

34	Library Technician	\$38.00	\$38.76	\$39.54
35	Management Consultant	\$95.00	\$96.90	\$98.84
36	Office Clerk I	\$30.00	\$30.60	\$31.21
37	Office Clerk II	\$35.00	\$35.70	\$36.41
38	Office Clerk III	\$40.00	\$40.80	\$41.62
39	Paralegal I	\$43.00	\$43.86	\$44.74
40	Paralegal II	\$50.00	\$51.00	\$52.02
41	Paralegal III	\$59.00	\$60.18	\$61.38
42	Research Technician	\$50.00	\$51.00	\$52.02
43	Systems Technician I	\$35.00	\$35.70	\$36.41
44	Systems Technician II	\$40.00	\$40.80	\$41.62
45	Telecommunications Technician	\$45.00	\$45.90	\$46.82
46	Web Content Strategist	\$55.00	\$56.10	\$57.22

**Schedule 2 – Conversion Salary Rates (TAKE HOME PAY FOR TEMPS THAT CONVERT FROM PREVIOUS CONTRACT TO NEW CONTRACT)**

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$43.00	\$43.86	\$44.74
2	Accountant II	\$50.00	\$51.00	\$52.02
3	Accountant III	\$59.00	\$60.18	\$61.38
4	Accounting Clerk I	\$30.00	\$30.60	\$31.21
5	Accounting Clerk II	\$35.00	\$35.70	\$36.41
6	Accounting Clerk III	\$40.00	\$40.80	\$41.62
7	Administrative Assistant I	\$30.00	\$30.60	\$31.21
8	Administrative Assistant II	\$35.00	\$35.70	\$36.41
9	Administrative Assistant III	\$40.00	\$40.80	\$41.62
10	Administrative Assistant IV	\$47.00	\$47.94	\$48.90
11	Analyst I	\$43.00	\$43.86	\$44.74
12	Analyst II	\$50.00	\$51.00	\$52.02
13	Analyst III	\$59.00	\$60.18	\$61.38
14	Analyst IV	\$69.00	\$70.38	\$71.79
15	Assistant Librarian	\$35.00	\$35.70	\$36.41
16	Attorney I	\$75.00	\$76.50	\$78.03
17	Attorney II	\$95.00	\$96.90	\$98.84
18	Attorney III	\$120.00	\$122.40	\$124.85
19	AV Systems Design Engineer I	\$38.00	\$38.76	\$39.54
20	AV Systems Design Engineer II	\$45.00	\$45.90	\$46.82
21	AV Systems Design Engineer III	\$55.00	\$56.10	\$57.22
22	Contract Specialist I	\$50.00	\$51.00	\$52.02
23	Contract Specialist II	\$59.00	\$60.18	\$61.38
24	Contract Specialist III	\$69.00	\$70.38	\$71.79

25	Data Entry Technician	\$30.00	\$30.60	\$31.21
26	Editor	\$55.00	\$56.10	\$57.22
27	Facilities Administrator I	\$38.00	\$38.76	\$39.54
28	Facilities Administrator II	\$45.00	\$45.90	\$46.82
29	General Maintenance Technician	\$38.00	\$38.76	\$39.54
30	Graphic Designer	\$43.00	\$43.86	\$44.74
31	Help Desk Assistant	\$30.00	\$30.60	\$31.21
32	Labor and Employee Relations Analyst I	\$59.00	\$60.18	\$61.38
33	Labor and Employee Relations Analyst II	\$70.00	\$71.40	\$72.83
34	Library Technician	\$38.00	\$38.76	\$39.54
35	Management Consultant	\$95.00	\$96.90	\$98.84
36	Office Clerk I	\$30.00	\$30.60	\$31.21
37	Office Clerk II	\$35.00	\$35.70	\$36.41
38	Office Clerk III	\$40.00	\$40.80	\$41.62
39	Paralegal I	\$43.00	\$43.86	\$44.74
40	Paralegal II	\$50.00	\$51.00	\$52.02
41	Paralegal III	\$59.00	\$60.18	\$61.38
42	Research Technician	\$50.00	\$51.00	\$52.02
43	Systems Technician I	\$35.00	\$35.70	\$36.41
44	Systems Technician II	\$40.00	\$40.80	\$41.62
45	Telecommunications Technician	\$45.00	\$45.90	\$46.82
46	Web Content Strategist	\$55.00	\$56.10	\$57.22

**Schedule 3 – Billing Rates, Including Contractor Mark-up and Salary Rates (WHAT THE AGENCY BILLS JBE FOR NEW TEMPS)**

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$54.61	\$55.70	\$56.82
2	Accountant II	\$63.50	\$64.77	\$66.07
3	Accountant III	\$74.93	\$76.43	\$77.96
4	Accounting Clerk I	\$38.10	\$38.86	\$39.64
5	Accounting Clerk II	\$44.45	\$45.34	\$46.25
6	Accounting Clerk III	\$50.80	\$51.82	\$52.85
7	Administrative Assistant I	\$38.10	\$38.86	\$39.64
8	Administrative Assistant II	\$44.45	\$45.34	\$46.25
9	Administrative Assistant III	\$50.80	\$51.82	\$52.85
10	Administrative Assistant IV	\$59.69	\$60.88	\$62.10
11	Analyst I	\$54.61	\$55.70	\$56.82
12	Analyst II	\$63.50	\$64.77	\$66.07
13	Analyst III	\$74.93	\$76.43	\$77.96
14	Analyst IV	\$87.63	\$89.38	\$91.17

15	Assistant Librarian	\$44.45	\$45.34	\$46.25
16	Attorney I	\$95.25	\$97.16	\$99.10
17	Attorney II	\$120.65	\$123.06	\$125.52
18	Attorney III	\$152.40	\$155.45	\$158.56
19	AV Systems Design Engineer I	\$48.26	\$49.23	\$50.21
20	AV Systems Design Engineer II	\$57.15	\$58.29	\$59.46
21	AV Systems Design Engineer III	\$69.85	\$71.25	\$72.67
22	Contract Specialist I	\$63.50	\$64.77	\$66.07
23	Contract Specialist II	\$74.93	\$76.43	\$77.96
24	Contract Specialist III	\$87.63	\$89.38	\$91.17
25	Data Entry Technician	\$38.10	\$38.86	\$39.64
26	Editor	\$69.85	\$71.25	\$72.67
27	Facilities Administrator I	\$48.26	\$49.23	\$50.21
28	Facilities Administrator II	\$57.15	\$58.29	\$59.46
29	General Maintenance Technician	\$48.26	\$49.23	\$50.21
30	Graphic Designer	\$54.61	\$55.70	\$56.82
31	Help Desk Assistant	\$38.10	\$38.86	\$39.64
32	Labor and Employee Relations Analyst I	\$74.93	\$76.43	\$77.96
33	Labor and Employee Relations Analyst II	\$88.90	\$90.68	\$92.49
34	Library Technician	\$48.26	\$49.23	\$50.21
35	Management Consultant	\$120.65	\$123.06	\$125.52
36	Office Clerk I	\$38.10	\$38.86	\$39.64
37	Office Clerk II	\$44.45	\$45.34	\$46.25
38	Office Clerk III	\$50.80	\$51.82	\$52.85
39	Paralegal I	\$54.61	\$55.70	\$56.82
40	Paralegal II	\$63.50	\$64.77	\$66.07
41	Paralegal III	\$74.93	\$76.43	\$77.96
42	Research Technician	\$63.50	\$64.77	\$66.07
43	Systems Technician I	\$44.45	\$45.34	\$46.25
44	Systems Technician II	\$50.80	\$51.82	\$52.85
45	Telecommunications Technician	\$57.15	\$58.29	\$59.46
46	Web Content Strategist	\$69.85	\$71.25	\$72.67

**Schedule 4 –Billing Rates, Including Contractor Mark-up and Conversion Salary Rates (WHAT THE AGENCY BILLS JBE FOR TEMPS THAT CONVERT FROM PREVIOUS CONTRACT TO NEW CONTRACT)**

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$51.60	\$52.63	\$53.68
2	Accountant II	\$60.00	\$61.20	\$62.42
3	Accountant III	\$70.80	\$72.22	\$73.66

4	Accounting Clerk I	\$36.00	\$36.72	\$37.45
5	Accounting Clerk II	\$42.00	\$42.84	\$43.70
6	Accounting Clerk III	\$48.00	\$48.96	\$49.94
7	Administrative Assistant I	\$36.00	\$36.72	\$37.45
8	Administrative Assistant II	\$42.00	\$42.84	\$43.70
9	Administrative Assistant III	\$48.00	\$48.96	\$49.94
10	Administrative Assistant IV	\$56.40	\$57.53	\$58.68
11	Analyst I	\$51.60	\$52.63	\$53.68
12	Analyst II	\$60.00	\$61.20	\$62.42
13	Analyst III	\$70.80	\$72.22	\$73.66
14	Analyst IV	\$82.80	\$84.46	\$86.15
15	Assistant Librarian	\$42.00	\$42.84	\$43.70
16	Attorney I	\$90.00	\$91.80	\$93.64
17	Attorney II	\$114.00	\$116.28	\$118.61
18	Attorney III	\$144.00	\$146.88	\$149.82
19	AV Systems Design Engineer I	\$45.60	\$46.51	\$47.44
20	AV Systems Design Engineer II	\$54.00	\$55.08	\$56.18
21	AV Systems Design Engineer III	\$66.00	\$67.32	\$68.67
22	Contract Specialist I	\$60.00	\$61.20	\$62.42
23	Contract Specialist II	\$70.80	\$72.22	\$73.66
24	Contract Specialist III	\$82.80	\$84.46	\$86.15
25	Data Entry Technician	\$36.00	\$36.72	\$37.45
26	Editor	\$66.00	\$67.32	\$68.67
27	Facilities Administrator I	\$45.60	\$46.51	\$47.44
28	Facilities Administrator II	\$54.00	\$55.08	\$56.18
29	General Maintenance Technician	\$45.60	\$46.51	\$47.44
30	Graphic Designer	\$51.60	\$52.63	\$53.68
31	Help Desk Assistant	\$36.00	\$36.72	\$37.45
32	Labor and Employee Relations Analyst I	\$70.80	\$72.22	\$73.66
33	Labor and Employee Relations Analyst II	\$84.00	\$85.68	\$87.39
34	Library Technician	\$45.60	\$46.51	\$47.44
35	Management Consultant	\$114.00	\$116.28	\$118.61
36	Office Clerk I	\$36.00	\$36.72	\$37.45
37	Office Clerk II	\$42.00	\$42.84	\$43.70
38	Office Clerk III	\$48.00	\$48.96	\$49.94
39	Paralegal I	\$51.60	\$52.63	\$53.68
40	Paralegal II	\$60.00	\$61.20	\$62.42
41	Paralegal III	\$70.80	\$72.22	\$73.66
42	Research Technician	\$60.00	\$61.20	\$62.42
43	Systems Technician I	\$42.00	\$42.84	\$43.70
44	Systems Technician II	\$48.00	\$48.96	\$49.94
45	Telecommunications Technician	\$54.00	\$55.08	\$56.18

46	Web Content Strategist	\$66.00	\$67.32	\$68.67
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**Schedule 5 – Billing Rates, Including JBE Referral Mark-up and Salary Rates (WHAT THE AGENCY BILLS JBE WHEN JBE REFERS SOMEONE TO THEM)**

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$51.60	\$52.63	\$53.68
2	Accountant II	\$60.00	\$61.20	\$62.42
3	Accountant III	\$70.80	\$72.22	\$73.66
4	Accounting Clerk I	\$36.00	\$36.72	\$37.45
5	Accounting Clerk II	\$42.00	\$42.84	\$43.70
6	Accounting Clerk III	\$48.00	\$48.96	\$49.94
7	Administrative Assistant I	\$36.00	\$36.72	\$37.45
8	Administrative Assistant II	\$42.00	\$42.84	\$43.70
9	Administrative Assistant III	\$48.00	\$48.96	\$49.94
10	Administrative Assistant IV	\$56.40	\$57.53	\$58.68
11	Analyst I	\$51.60	\$52.63	\$53.68
12	Analyst II	\$60.00	\$61.20	\$62.42
13	Analyst III	\$70.80	\$72.22	\$73.66
14	Analyst IV	\$82.80	\$84.46	\$86.15
15	Assistant Librarian	\$42.00	\$42.84	\$43.70
16	Attorney I	\$90.00	\$91.80	\$93.64
17	Attorney II	\$114.00	\$116.28	\$118.61
18	Attorney III	\$144.00	\$146.88	\$149.82
19	AV Systems Design Engineer I	\$45.60	\$46.51	\$47.44
20	AV Systems Design Engineer II	\$54.00	\$55.08	\$56.18
21	AV Systems Design Engineer III	\$66.00	\$67.32	\$68.67
22	Contract Specialist I	\$60.00	\$61.20	\$62.42
23	Contract Specialist II	\$70.80	\$72.22	\$73.66
24	Contract Specialist III	\$82.80	\$84.46	\$86.15
25	Data Entry Technician	\$36.00	\$36.72	\$37.45
26	Editor	\$66.00	\$67.32	\$68.67
27	Facilities Administrator I	\$45.60	\$46.51	\$47.44
28	Facilities Administrator II	\$54.00	\$55.08	\$56.18
29	General Maintenance Technician	\$45.60	\$46.51	\$47.44
30	Graphic Designer	\$51.60	\$52.63	\$53.68
31	Help Desk Assistant	\$36.00	\$36.72	\$37.45
32	Labor and Employee Relations Analyst I	\$70.80	\$72.22	\$73.66
33	Labor and Employee Relations Analyst II	\$84.00	\$85.68	\$87.39
34	Library Technician	\$45.60	\$46.51	\$47.44



35	Management Consultant	\$114.00	\$116.28	\$118.61
36	Office Clerk I	\$36.00	\$36.72	\$37.45
37	Office Clerk II	\$42.00	\$42.84	\$43.70
38	Office Clerk III	\$48.00	\$48.96	\$49.94
39	Paralegal I	\$51.60	\$52.63	\$53.68
40	Paralegal II	\$60.00	\$61.20	\$62.42
41	Paralegal III	\$70.80	\$72.22	\$73.66
42	Research Technician	\$60.00	\$61.20	\$62.42
43	Systems Technician I	\$42.00	\$42.84	\$43.70
44	Systems Technician II	\$48.00	\$48.96	\$49.94
45	Telecommunications Technician	\$54.00	\$55.08	\$56.18
46	Web Content Strategist	\$66.00	\$67.32	\$68.67

**Schedule 6 – Billing Rates, Including Subcontractor Mark-up and Subcontractor Billing Rates  
(WHAT THE AGENCY BILLS JBE WHEN SUBCONTRACTOR IS USED)**

No.	Classification Title	Rates – Initial Term	Rates – 1st Option Term	Rates – 2nd Option Term
1	Accountant I	\$54.61	\$55.70	\$56.82
2	Accountant II	\$63.50	\$64.77	\$66.07
3	Accountant III	\$74.93	\$76.43	\$77.96
4	Accounting Clerk I	\$38.10	\$38.86	\$39.64
5	Accounting Clerk II	\$44.45	\$45.34	\$46.25
6	Accounting Clerk III	\$50.80	\$51.82	\$52.85
7	Administrative Assistant I	\$38.10	\$38.86	\$39.64
8	Administrative Assistant II	\$44.45	\$45.34	\$46.25
9	Administrative Assistant III	\$50.80	\$51.82	\$52.85
10	Administrative Assistant IV	\$59.69	\$60.88	\$62.10
11	Analyst I	\$54.61	\$55.70	\$56.82
12	Analyst II	\$63.50	\$64.77	\$66.07
13	Analyst III	\$74.93	\$76.43	\$77.96
14	Analyst IV	\$87.63	\$89.38	\$91.17
15	Assistant Librarian	\$44.45	\$45.34	\$46.25
16	Attorney I	\$95.25	\$97.16	\$99.10
17	Attorney II	\$120.65	\$123.06	\$125.52
18	Attorney III	\$152.40	\$155.45	\$158.56
19	AV Systems Design Engineer I	\$48.26	\$49.23	\$50.21
20	AV Systems Design Engineer II	\$57.15	\$58.29	\$59.46
21	AV Systems Design Engineer III	\$69.85	\$71.25	\$72.67
22	Contract Specialist I	\$63.50	\$64.77	\$66.07
23	Contract Specialist II	\$74.93	\$76.43	\$77.96
24	Contract Specialist III	\$87.63	\$89.38	\$91.17
25	Data Entry Technician	\$38.10	\$38.86	\$39.64

26	Editor	\$69.85	\$71.25	\$72.67
27	Facilities Administrator I	\$48.26	\$49.23	\$50.21
28	Facilities Administrator II	\$57.15	\$58.29	\$59.46
29	General Maintenance Technician	\$48.26	\$49.23	\$50.21
30	Graphic Designer	\$54.61	\$55.70	\$56.82
31	Help Desk Assistant	\$38.10	\$38.86	\$39.64
32	Labor and Employee Relations Analyst I	\$74.93	\$76.43	\$77.96
33	Labor and Employee Relations Analyst II	\$88.90	\$90.68	\$92.49
34	Library Technician	\$48.26	\$49.23	\$50.21
35	Management Consultant	\$120.65	\$123.06	\$125.52
36	Office Clerk I	\$38.10	\$38.86	\$39.64
37	Office Clerk II	\$44.45	\$45.34	\$46.25
38	Office Clerk III	\$50.80	\$51.82	\$52.85
39	Paralegal I	\$54.61	\$55.70	\$56.82
40	Paralegal II	\$63.50	\$64.77	\$66.07
41	Paralegal III	\$74.93	\$76.43	\$77.96
42	Research Technician	\$63.50	\$64.77	\$66.07
43	Systems Technician I	\$44.45	\$45.34	\$46.25
44	Systems Technician II	\$50.80	\$51.82	\$52.85
45	Telecommunications Technician	\$57.15	\$58.29	\$59.46
46	Web Content Strategist	\$69.85	\$71.25	\$72.67
<b>Schedule 7 – Contractor Mark-up, JBE Referral Mark-up, and Subcontractor Mark-up Percentages</b>				
No.	Description	Mark-up Rate – Initial Term	Mark-up Rate – 1st Option Term	Mark-up Rate – 2nd Option Term
1	Contractor Mark-up	27%	27%	27%
2	JBE Referral Mark-up	20%	20%	20%
3	Subcontractor Mark-up	NA%	NA%	NA%

## **APPENDIX C**

### **General Provisions**

#### **1. Provisions Applicable to Services**

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

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

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the JBEs.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103

or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

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

### **3. Insurance.**

#### **3.1 General Requirements.**

- A.** By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to

Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

- B.** The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.
- C.** Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.
- D.** For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.

- E.** Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

- F.** Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the Judicial Branch Entities (including the Establishing JBE and the Participating Entities); and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.
- G.** The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- H.** Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- I.** The Certificates of Insurance must be addressed and mailed to:
- Manager, Contracts, Branch Accounting and Procurement  
Contract Number MA-SF2024-04  
Judicial Council of California  
455Golden Gate Avenue  
San Francisco, CA 94012
- J.** All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

- K.** In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- L.** Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- M.** Contractor shall provide the JBE with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.
- N.** JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JBE.
- O.** Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, the JBE, and the Judicial Branch Entities.

### **3.2 Individual Policy Requirements**

- A.** Commercial General Liability  
Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.
- B.** Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

**C. Workers' Compensation & Employers' Liability Insurance**

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

**D. Professional Liability Insurance**

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per claim or per occurrence and two million dollars (\$2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such 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. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to the Agreement.

**3.3 Umbrella Policies**

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. Contractor shall not



make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Establishing JBE may, at its sole option, extend this Agreement for up to two (2) consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or then-current Option Term). The exercise of an Option Term will be effective without Contractor's signature.

A. **Initial Term:** June 24, 2025 through June 23, 2026

B. **1<sup>st</sup> Option Term:** June 24, 2026 through June 23, 2027

C. **2<sup>nd</sup> Option Term:** June 24, 2027 through June 23, 2028

6. **Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## 7. Termination

7.1 **Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

7.2 **Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made

under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

**7.4 Termination for Changes in Budget or Law.** Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

**7.5 Rights and Remedies.**

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.
- B. *Replacement.* If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the

applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

- D. Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

**7.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

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

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

<b>If to Contractor:</b> <b>Aroha Technologies, Inc.</b>	<b>If to the Establishing JBE:</b> <b>Judicial Council of California</b>
<u>Surya Potu, Account Manager</u> <u>5000 Hopyard Rd STE 415</u> <u>Pleasanton, CA 94588</u>	<u>Justin Logan, Human Resources</u> <u>Supervisor</u> <u>455 Golden Gate Avenue</u> <u>San Francisco, CA 94102-3688</u>
<u>With a copy to:</u> <u>Surya@arohatechnologies.com</u>	<u>With a copy to:</u> <u>Justin.Logan@jud.ca.gov</u>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at

the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

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

**10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

**10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

**10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to Public Contract Code section 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Establishing JBE to

enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to Public Contract Code section 2203(c).

**10.6 Loss Leader Prohibition.** *If this Agreement (including any Participating Addendum) involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

**10.7 Recycling.** *If this Agreement (including any Participating Addendum) provides for the purchase or use of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement (including any Participating Addendum) to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200, in such goods regardless of whether the goods meet the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**10.8 Sweatshop Labor.** *If this Agreement (including any Participating Addendum) provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBEs under this Agreement (or any Participating Addendum) have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBEs.

**10.9 Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both parties (or

Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

**10.10 DVBE Commitment.** This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JBE a post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the Participating Addendum, and by no later than the date of submission of Contractor's final invoice to the JBE. If the Contractor fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include : (1) the total amount of money Contractor received under the Participating Addendum; (2) the total amount of money and the percentage of work Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Participating

Addendum, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Participating Addendum; and (5) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

**10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the 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 Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the

average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

**10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

**10.14 Equipment Purchases.** *If this Agreement (or any Participating Addendum) includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

**10.15 Four-Digit Date Compliance.** *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBEs. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement or any Participating Addendum.

**10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement (or any Participating Addendum) is for janitorial or building maintenance services, this section is applicable.* If this Agreement (or a Participating Addendum) requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

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



## 11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.
- 11.2 GAAP Compliance.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use

of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that

is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

**11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**11.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

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

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

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

**11.17 Limitation of Liability**

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

**11.18 Dispute Resolution**

- A. Project Managers Negotiations. The Judicial Council’s Project Manager and/or the JBE Order Project Manager and the Contractor’s Account Manager shall attempt in good faith to informally and promptly resolve any disagreement that arises (“Dispute”) that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the Judicial Council’s Project Manager and/or the JBE Order Project Manager and the Contractor’s Account Manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this section 11.18 to resolve the Dispute

(“Dispute Notice”). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party’s position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party’s position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.

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

## APPENDIX D

### Defined Terms

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

- A. **“Agreement”** is defined on the Coversheet.
- B. **“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. Amendment also means a written document issued by the Judicial Council and signed by the Contractor which alters the terms of the Master Agreement.
- C. **“Assigned Temporary Personnel”** refers to the individual(s) named and listed as “Hire Name” in an authorized Order to perform the work of the applicable Order.
- D. **“Assignment”** refers to a temporary post or project, authorized by the JBE by an Order that provides for certain responsibilities during an estimated time period.
- E. **“Billing Rate”** refers to the hourly rate that Contractor will bill the JBE and that the JBE will pay to the Contractor for the work performed for an Assignment by an Assigned Temporary Personnel pursuant to an Order issued under this Master Agreement. A Billing Rate, as set forth in Attachment 1 to Appendix B, Pricing Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Attachment 1 to Appendix B, Pricing 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 Temporary 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 Temporary 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 temporary Personnel, who was referred by the 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 Temporary Personnel perform the work set forth in an applicable Order, and the Subcontractor Mark-up.
- F. **“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 Appendix E, Classifications, but may be approved in writing, by the parties in accordance with this Master Agreement, for incorporation via a subsequent Amendment.
- G. **“Confidential Information”** means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not

include information that Contractor demonstrates to the JBEs' satisfaction that: (a) Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

- H. **"Consulting Services"** refers to the services performed under "Consulting Services Agreements," which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.
- I. **"Contract Documents"** constitute the entire integrated agreement between the JBE and the Contractor, as attached to and incorporated by a fully executed Judicial Council Coversheet, including, without limitation, the Master Agreement, and any and all Orders authorized by Participating JBEs.
- J. **"Contract Amount"** means the contract amount of any Participating Addendum.
- K. **"Contractor"** is defined on the Coversheet.
- L. **"Contractor Mark-up"** refers to the percentage, as set forth in Attachment 1 to Appendix B, Pricing Schedules, Schedule 7, 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 Temporary Personnel employed by the Contractor. The Contractor Mark-up will be the Contractor's compensation for its services rendered under this Agreement.
- M. **"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.
- N. **"Conversion Period"** refers to an acceptable period of time, during which an Assigned Temporary Personnel must work, prior to accepting employment directly from the JBE. Conversion Period is set forth in Appendix A, Termination of Assignment and Conversion; 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.
- O. **"Conversion Salary Rate"** refers to actual take-home hourly rate that the Contractor pays to Assigned Temporary Personnel for performing the work of an Assignment set forth in an Order, when such Assigned Temporary Personnel were converted to providing temporary services for the Contractor from one of the Judicial Council's previous temporary staffing agencies. A Conversion Salary Rate is a component of the Billing Rate paid by the Judicial Council for services rendered by the Contractor's Assigned Temporary Personnel. A Conversion Salary Rate shall be in accordance with the appropriate Conversion Salary Rate, as set forth in Attachment 1 to Appendix B,, Pricing Schedules.
- P. **"Coversheet"** refers to the first page of this Agreement.

- Q. “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.
- R. “Day”** means calendar day, unless otherwise specified.
- S. “Deliverables”** is defined in Appendix A.
- T. “Effective Date”** is defined on the Coversheet.
- U. “End Date”** refers to the date that the JBE anticipates as the last day of an Assignment. The End Date will be set forth in each authorized Order.
- V. “Establishing JBE”** is defined on the Coversheet.
- W. “Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.
- X. “Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.
- Y. “JBEs” and “JBE”** are defined on the Coversheet.
- Z. “JBE Referral Mark-up”** refers to the percentage, as set forth in Attachment 1 to Appendix B, Pricing Schedules, Schedule 7, 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 as part of a Billing Rate, when billed for services rendered by an Assigned Temporary Personnel who was referred to the Contractor for employment by the JBE. The JBE Referral Mark-up will be the Contractor’s compensation for its services rendered under this Master Agreement.
- AA. “Judicial Branch Entity” or “Judicial Branch Entities”** means the Establishing JBE and any other California supreme or appellate court, the Habeas Corpus Resource Center, and the Commission on Judicial Performance.
- BB. “Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
- CC. “Judicial Council”** refers to the Judicial Council of California.
- DD. “Key Staff”** refers to the Contractor’s personnel named in Appendix F, Contractor’s Key Staff, whom the Judicial Council has identified and approved to function in a key capacity in managing the work of the Master Agreement.
- EE. “Master Agreement”** means the component of the Contract Documents that sets forth the terms and conditions under which the Judicial Council retains the Contractor, and the Contractor will provide temporary staffing services to the JBEs, pursuant to authorized Orders.
- FF. “Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- GG. “Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air

courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**HH. “Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.

**II. “Order” or “Work Order”** refers to an ordering document (e.g., work order(s) and purchase order), that is used by the Judicial Council and Participating JBE to authorize commencement of temporary personnel services from the Contractor, pursuant to this Master Agreement. A purchase order is used to place and fund associated Work Orders: the purchase order shall include a statement that the terms and conditions of this Master Agreement shall prevail over any purchase order terms and conditions, and any work order issued shall be substantially in the form of Form C, 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 Temporary 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 Temporary 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 Temporary Personnel
- xiv. The Order Amount.

**JJ. “Order Amount”** refers to the amount of funds that is allocated by the Judicial Council or Participating JBE to an authorized Order for payment purposes. The amount that the Judicial Council or Participating JBE may reimburse the Contractor for work provided pursuant to each Order shall not exceed the Order Amount stated therein.

**KK. “Order Number”** refers to the unique number given to each Order issued by the Judicial Council or a Participating JBE pursuant to this Master Agreement.

**LL. “Overtime Pay”** refers to the amount, based upon the Overtime Rate, the Contractor shall bill and the Judicial Council or Participating JBE will pay for allowable overtime work provided by an Assigned Temporary 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. **“Overtime Rate”** refers to the rate used to calculate Overtime Pay, which the Contractor may bill and the Judicial Council or Participating JBE will pay, if the Assigned Temporary Personnel provided work within scope of the Order, in excess of a normal eight (8) hour work-day, when such overtime was pre-approved by the Reports To.

**MM. “Participating Addendum”** is defined in Appendix A.

**NN. “Participating Entities”** and **“Participating Entity”** are defined on the Coversheet.

**OO. “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.

**PP. “Pay Period”** means the time period (e.g., weekly, every two (2) weeks, twice a month, monthly, etc.) for which the Assigned Temporary Personnel receives payment on a regular basis from that Assigned Temporary Personnel’s employer for the work performed pursuant to an Order.

**QQ. “Reports To”** refers to the JBE’s direct supervisor of the Assigned Temporary Personnel, who will assign work and approve timesheets, etc.

**RR. “Salary Rate”** refers to the actual take-home hourly rate that the Contractor pays to its Assigned Temporary Personnel for performing the work of an Assignment set forth in the applicable Order (in other words, the rate reflected on the temporary employee’s paycheck). A Salary Rate is a component of the Billing Rate paid by the Judicial Council or Participating JBE for services rendered by the Contractor’s Assigned Temporary Personnel. A Salary Rate shall be in accordance with the appropriate Salary Rate, as set forth in Attachment 1 to Appendix B, Pricing Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Attachment 1 to Appendix B, Pricing Schedules, via a subsequent Amendment to this Master Agreement.

**SS. “Services”** is defined in Appendix A.

**TT. “Start Date”** refers to the date set forth in an Order that identifies when the Assigned Temporary Personnel shall begin performing the work described for an Assignment in the applicable Order.

**UU. “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 Appendix A.

**VV. “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.

**WW. “Subcontractor Billing Rate”** refers to the gross hourly rate, prior to the deduction of any taxes, that the Contractor will bill the Judicial Council or Participating JBE and the Judicial Council or Participating JBE will pay the Contractor for the work performed for an Assignment by the Subcontractor’s Assigned Temporary 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 Temporary Personnel and includes the salary or pay rate, to be paid by the Subcontractor to the Assigned Temporary Personnel for performing the work set forth in an applicable Order, and the mark-up charges of the Subcontractor. A Subcontractor Billing Rate shall be in accordance with the appropriate Subcontractor Billing Rate, as set forth in Attachment 1 to Appendix B, Pricing Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Attachment 1 to Appendix B, Pricing Schedules, via a subsequent Amendment to this Master Agreement.

**XX. “Subcontractor Mark-up”** refers to the percentage, as set forth in Appendix B, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the Judicial Council or Participating JBE will pay in addition to a Subcontractor Billing Rate when billed for services rendered by an Assigned Temporary 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.

**YY. “Term”** comprises the Initial Term and any Option Terms.

**ZZ. “Time Sheet”** refers to the form that the parties use to track the number of hours worked by an Assigned Temporary Personnel. A Time Sheet shall be completed for each Pay Period. The Time Sheet must be approved by the Reports To, and the Assigned Temporary Personnel. Under no circumstance shall the Contractor approve a Time Sheet on behalf of the Judicial Council. Terms and conditions listed on Time Sheets shall not be binding to the parties of this Master Agreement or any Order.

**AAA. “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.

**BBB. “Travel Expense(s)”** shall mean necessary transportation, meals, lodging, and other travel related expenses, which are required of the Assigned Temporary 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 or Participating JBE will

reimburse lodging expenses incurred while traveling, at Contractor's actual cost. Additionally, Travel Expenses may also include necessary ground transportation, including the actual cost of public transportation and/or a rental car. The Judicial Council or Participating JBE will reimburse Travel Expenses ground transportation usage at the applicable IRS-approved rate per mile. **All reimbursement for Travel Expenses is subject to the provisions of and must be charged in accordance with this Agreement and the then-current Judicial Council Travel and Expense Reimbursement Guidelines, available at (<https://courts.ca.gov/procurement-services>).**

CCC. **“Work”** is defined in Appendix A.

DDD. **“Work Location”** refers to the physical location set forth in an Order that identifies where the Assigned Temporary Personnel shall report to perform the work of an Assignment.

EEE. **“Work Schedule”** refers to the days of the week and hours during which the Assigned Temporary Personnel will report to perform the work of an Assignment for an Order. The Work Schedule shall be set forth in the Order.

## APPENDIX E

### Classifications

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

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>ACCOUNTANT III</b>	Bachelor's Degree, preferably with major course work in accounting and 6+ years of experience.	<p><b>Examples of Duties</b> (Includes duties detailed as Accountant I and II)</p> <ul style="list-style-type: none"> <li>• Advanced level of accountant duties including preparing reports and presentations regarding findings, conducting special studies and reviews as assigned.</li> <li>• Provide backup operational assistance as needed, reviewing and approving month-end reconciliations.</li> <li>• Oversee fixed asset accounting operations and grant accounting.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> Includes knowledge, skills and abilities detailed as Accountant I and II)</p> <ul style="list-style-type: none"> <li>• Ability to review and audit financial documents for completeness and accuracy.</li> <li>• Ability to review, post and balance financial data.</li> <li>• Ability to generate and reconcile financial reports using an automated financial system.</li> </ul>
<b>ACCOUNTING CLERK I</b>	Associate's Degree and 1 year of clerical experience in the area(s) of administration, procurement and/or accounting.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Basic working knowledge of specified computer applications such as MS Word, Excel, Access, etc.</li> <li>• Knowledge of Business Arithmetic.</li> <li>• Basic practices of reviewing documents for completeness and accuracy.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
ACCOUNTING CLERK II	Associate's Degree and 2 years of clerical experience in the area(s) of administration, procurement and/or accounting.	<p><b>Examples of Duties</b> (Includes duties detailed as Accounting Clerk I)</p> <ul style="list-style-type: none"> <li>• Perform basic administrative duties including preparing account systems documents (e.g. vouchers, encumbrances, warrants, checks, etc.) for approval and distribution.</li> <li>• Verify data/information on accounting documents, filing and retrieval of accounting/financial documents in system.</li> <li>• Perform physical inventories of materials and equipment and maintains current vendor and product price listings.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills and abilities detailed as Accounting Clerk I)</p> <ul style="list-style-type: none"> <li>• Knowledge of accounting, terminology, practices and account coding methodology.</li> <li>• Experience with accounting internal control practices.</li> <li>• Ability to make accurate arithmetic calculations.</li> </ul>

<b>CLASSIFICATION TITLE</b>	<b>MINIMUM QUALIFICATIONS (MQs)</b>	<b>DESCRIPTION</b>
<b>ACCOUNTING CLERK III</b>	Associate's Degree and 3 years of clerical experience in the area(s) of administration, procurement and/or accounting.	<p><b>Examples of Duties</b> (Includes duties detailed as Accounting Clerk I &amp; II)</p> <ul style="list-style-type: none"> <li>• Administer accounting duties including preparing reports on the current and contemplated use of supplies for various operating units.</li> <li>• Review supply requests for completeness, accuracy, cost effectiveness and adherence to standards, codes, policies and procedures.</li> <li>• Prepare accounting systems documents (e.g. vouchers, encumbrances, warrants, checks, etc.) for approval and distribution.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills and abilities detailed as Accounting Clerk I &amp; II)</p> <ul style="list-style-type: none"> <li>• Experience reviewing and preparation of reports independently.</li> <li>• Ability to perform more difficult and complex work requiring specialized expertise (than Accounting Clerks I &amp; II).</li> </ul>
<b>ADMINISTRATIVE ASSISTANT I</b>	High School Diploma and 1 year of experience in an administrative support role.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Experience with Microsoft Word and Outlook.</li> <li>• Ability to demonstrate organizational, interpersonal and professional skills.</li> <li>• Ability to determine the nature of situations, act resourcefully and quickly to resolve issues.</li> </ul>

<b>CLASSIFICATION TITLE</b>	<b>MINIMUM QUALIFICATIONS (MQs)</b>	<b>DESCRIPTION</b>
<b>ADMINISTRATIVE ASSISTANT II</b>	Associate's Degree and 1-2 years of experience in an administrative role.	<p><b>Examples of Duties</b> (Includes duties detailed as Administrative Assistant I)</p> <ul style="list-style-type: none"> <li>• Perform mid-level support such as prepare memos, coordinate schedules, order supplies, and provide support for various projects or programs as requested.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills and abilities detailed as Administrative Assistant I)</p> <ul style="list-style-type: none"> <li>• Intermediate knowledge of Microsoft Office</li> <li>• Ability to exercise significant independence performing a broad variety of administrative support duties.</li> <li>• Experience in supporting a mid- to large-sized office environment.</li> </ul>
<b>ADMINISTRATIVE ASSISTANT III</b>	Bachelor's Degree and 2-4 years of experience, preferably in the public sector in an administrative role.	<p><b>Examples of Duties</b> (Includes duties detailed as Administrative Assistant I and II)</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills and abilities detailed as Administrative Assistant II)</p> <ul style="list-style-type: none"> <li>• Advanced knowledge of Microsoft Office including: mail merge, formulas, and the creation of basic charts and forms.</li> <li>• Ability to work independently with minimal direction.</li> <li>• Experience in managing various time-sensitive projects.</li> <li>• Ability to demonstrate effective communication and written skills at various levels.</li> <li>• Effective organization and time management skills.</li> <li>• Experience setting up and coordinating travel plans.</li> </ul>



CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>ADMINISTRATIVE ASSISTANT IV</b>	Bachelor's Degree and 4-6 years of experience, preferably in the public sector in an administrative role.	<p><b>Examples of Duties</b> (Includes duties detailed as Administrative Assistant I-III)</p> <ul style="list-style-type: none"> <li>• Provide executive-level administrative support including handling sensitive/confidential information, coordinate detailed travel plans, review and finalize reports, oversee and coordinate various projects and programs, analyze administrative reports and act as a liaison for executives to communicate agency-wide information.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills and abilities detailed as Administrative Assistant III)</p> <ul style="list-style-type: none"> <li>• Advanced knowledge of Microsoft Office including: mail merge, formulas, and the creation of basic charts and forms.</li> <li>• Ability to execute daily responsibilities and duties based on organizational structure and protocol.</li> <li>• Experience in supporting high-level executives.</li> <li>• Experience in making and coordinating detailed travel plans.</li> <li>• Ability to oversee high-level projects and programs with minimal direction.</li> </ul>

<b>CLASSIFICATION TITLE</b>	<b>MINIMUM QUALIFICATIONS (MQs)</b>	<b>DESCRIPTION</b>
<b>ANALYST I OR II</b>  <b>I:</b>  <b>II:</b>	Bachelor's Degree <b>AND:</b>  <b>I:</b> 1 year of experience in an analyst role in the specified functional area.  <b>II:</b> 2-4 years of experience in an analyst role in the specified functional area.	<b>Examples of Duties</b> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <b>Knowledge, Skills and Abilities</b> <ul style="list-style-type: none"> <li>• Demonstrate knowledge of principles and practices of specified field.</li> <li>• Ability to display organizational, interpersonal and professional skills.</li> <li>• Ability to interpret, explain and apply requirements, rules and regulations related to issues in the assigned program area.</li> <li>• Display knowledge of the quantitative and qualitative analysis of data.</li> </ul>
<b>ANALYST III OR IV</b>  <b>III:</b>  <b>IV:</b>	Bachelor's Degree <b>AND:</b>  <b>III:</b> 4-6 years of experience in an analyst role in the specified functional area.  <b>IV:</b> 6+ years of experience in an analyst role in the specified functional area	<b>Examples of Duties</b> (Includes duties detailed as Analyst I and II) <ul style="list-style-type: none"> <li>• Perform high level analytical work including modifying existing programs, writing new programs and evaluating alternative methods for solving specified problems.</li> </ul> <b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills, and abilities detailed as Analyst I and II) <ul style="list-style-type: none"> <li>• Ability to review, analyze and recommend to management organizational policy and procedures for agency operations.</li> <li>• 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.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>ASSISTANT LIBRARIAN</b>	Master's Degree in Library Science from an Accredited institution and 2-4 years experience of a similar capacity.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Ability to participate in developing and implementing goals, objectives, policies, procedures and work standards associated with operating a research library.</li> <li>• Ability to instruct, train and assist staff, including analysts, attorneys, externs and other staff members in library usage.</li> <li>• Experience in performing intermediate-level legal and public policy reference and research.</li> </ul>
<p><b>ATTORNEY</b></p> <p><b>I:</b></p> <p><b>II:</b></p> <p><b>III:</b></p>	<p>Admission to the State Bar of California <b>AND:</b></p> <p><b>I:</b> 2-4 years relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court or legal publishing company.</p> <p><b>II:</b> 4-6 years relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court or legal publishing company.</p> <p><b>III:</b> 6+ years relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court or legal publishing company.</p>	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Experience in analysis and drafting of legal and policy memoranda.</li> <li>• Experience and involvement in legal publishing, legislation or contracts.</li> <li>• Experience providing legal or judicial education.</li> <li>• Experience staffing committees.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>AV SYSTEMS DESIGN ENGINEER</b>  <b>I:</b>  <b>II:</b>  <b>III:</b>	<p>Bachelor's Degree with course work in audiovisual systems engineering and:</p> <p><b>I:</b> 2-4 years of relevant experience;</p> <p><b>II:</b> 4-6 years of relevant experience; and</p> <p><b>III:</b> 6+ years of relevant experience.</p>	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>Analyze, design, integrate, install and support audiovisual systems hardware, software, and technical infrastructure.</li> <li>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;</li> <li>Review and comment on schematic plans and specifications prepared by architects and consultants;</li> <li>Investigate, analyze, and evaluate project cost feasibility; review and prepare reports for cost estimates, RFP and contract submittals</li> </ul> <p><b>Knowledge, Skills and Abilities:</b> All levels of AV Systems Design Engineer must possess the following:</p> <ul style="list-style-type: none"> <li>Knowledge of principles of audiovisual and low-voltage technologies design, development, engineering, integration and implementation.</li> <li>Knowledge of principles of standards development creation and conformance evaluation.</li> <li>Knowledge of principles of schematic, design, and construction drawing creation and review; and facility design and construction.</li> <li>Knowledge of principles of budget development, contract and Request for Proposal (RFP) creation and evaluation.</li> <li>Knowledge of principles of audiovisual and low-voltage systems performance criteria and analysis, methods and mechanisms for testing and problem resolution.</li> </ul>

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

<b>CLASSIFICATION TITLE</b>	<b>MINIMUM QUALIFICATIONS (MQs)</b>	<b>DESCRIPTION</b>
<b>DATA ENTRY TECHNICIAN</b>	High School Diploma and 1 year of experience in an administrative role.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• Perform basic data-entry duties including typing, 10-key, transcribing correspondence, organize files and records, input documents completely, legibly and accurately and identify and request corrections, if needed.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Ability to communicate effectively and recommend solutions where issues arise.</li> <li>• Possess great attention to detail and accurateness.</li> <li>• Experience working with limited supervision.</li> </ul>
<b>EDITOR</b>	Bachelor's Degree in Public Administration or Communications and 1-2 years experience of a similar capacity.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Knowledge of established editorial conventions and procedures</li> <li>• Experience with basic publishing methodology, including typesetting and design software, etc.</li> <li>• Knowledge of legal terminology, legal citation style and principles of basic legal research.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>FACILITIES ADMINISTRATOR I</b>	Associates Degree and a minimum of 2 years of experience in facility/building management.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Maintains database of office and workstation assignments.</li> <li>• Oversee small building alterations, repairs, and maintenance projects.</li> <li>• Oversee project budgets and control costs.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Principals of vendor management.</li> <li>• Knowledge if current practices and materials used to repair buildings and facilities including the technical aspects of building operations.</li> <li>• Experience with facility maintenance.</li> <li>• Experience with project and schedule management.</li> <li>• Knowledge of space analysis and planning techniques.</li> <li>• Ability to manage multiple projects and analyze existing space needs.</li> <li>• Ability to monitor project budgets and implement cost controls.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>FACILITIES ADMINISTRATOR II</b>	Bachelor's Degree and a minimum of 4 years of experience in facility/building management.	<p><b>Examples of Duties</b> (Includes duties detailed as a Facilities Administrator I)</p> <ul style="list-style-type: none"> <li>• Perform management of facilities and building duties including participating in the development of criteria for prioritization of preventive maintenance and operations activities.</li> <li>• Conduct studies to forecast, evaluate operations and maintenance needs, equipment replacement requirements, staffing requirements, and cost effectiveness of programs, equipment, and procedures.</li> <li>• Acts as unit liaison to Superior Court Executive Officers and County Administrative Officers.</li> <li>• Develops a working knowledge of court-specific administrative priorities and appropriately aligning facilities management resources.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills, and abilities detailed as a Facilities Administrator I)</p> <ul style="list-style-type: none"> <li>• Experience in facility operations and maintenance planning, development and implementation techniques.</li> <li>• Knowledge of laws, regulations and standards associated with health and safety, labor compliance, building and government codes.</li> <li>• Experience with contract negotiation and administration. Including understanding contract documents such as specifications, proposals and bids.</li> <li>• Knowledge of emergency response and coordination procedures, policies, standards and processes.</li> <li>• Understand architectural and engineering plans and reports, technical systems and financial analyses.</li> </ul>



CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>GENERAL MAINTENANCE TECHNICIAN</b>	One year of experience performing janitorial and general maintenance work.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• Moves office furniture and furnishings as requested.</li> <li>• Replaces and cleans fluorescent lighting and air conditioning vents.</li> <li>• Performs minor building and equipment repair and maintenance such as painting, checking and cleaning exterior building drains, replacing pads and brushes on cleaning equipment, etc.; assembles furniture and equipment (such as shelving).</li> <li>• Cleans interior items as needed (windows and venetian blinds; vacuums drapes, shampoos carpets, etc.).</li> <li>• Cleans offices, chambers, court rooms, conference rooms, libraries, and other occupied space, including dusting, emptying trash cans, sweeping, mopping, vacuuming, scrubbing and waxing floors, and polishing desks, railings, and elevator railings.</li> <li>• Cleans and disinfects restrooms and hallways.</li> <li>• Responds to cleaning requests from staff members and takes appropriate action.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Basic office practices and procedures.</li> <li>• Understand and follow oral and written directions.</li> <li>• Safely operate a variety of cleaning equipment and tools.</li> <li>• Lift and move equipment, boxes, furniture, etc. weighing up to 50 pounds.</li> <li>• Comply with health and safety codes.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>GRAPHIC DESIGNER</b>	Associates' Degree in Graphic Design or Web Design or closely related field plus 1-2 years experience of a similar capacity.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Advanced proficiency with a variety of design and graphics software, including page layout, illustration, slide presentation and image manipulation applications.</li> <li>• Experience with peripheral equipment, including graphic tablet, scanner, removable storage devices and output devices.</li> <li>• Ability to organize, prioritize, and coordinate multiple work activities and meet critical deadlines with minimal supervision.</li> <li>• Ability to establish and maintain effective working relationships with those contacted in the course of work.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>HELP DESK ASSISTANT</b>	<p>Equivalent to graduation from High School AND:</p> <p>Minimum of one year experience providing Customer Service/Helpdesk phone technical customer support.</p>	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• Performs desktop and end-user support in response to calls/tickets for technical assistance.</li> <li>• Responds to questions and resolves problems in a timely and professional manner.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Excellent verbal and written communication skills;</li> <li>• Excellent interpersonal skills and ability to interact with a diverse end user community;</li> <li>• Possess general knowledge of computer hardware, software, and networks and understanding of IT tools;</li> <li>• Fluent in MS Excel, Access, PowerPoint, Word, and Outlook;</li> <li>• Strong analytical abilities including the demonstrated ability to comprehend new information technologies (IT) and solve problems; and</li> <li>• Good organizational skills.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
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.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• Provide expertise and serve as spokesperson for the court in labor negotiations and during collective bargaining.</li> <li>• Serve as an investigator of formal and informal claims of discrimination and drafts responses.</li> <li>• Analyze and prepare legal memoranda and issues papers, legal opinions, and other legal memoranda. Participate in the development of judicial branch employment policies.</li> </ul> <p><b>Knowledge, Skills and Abilities: Both levels of Labor and Employee Relations Analysts must possess the following:</b></p> <ul style="list-style-type: none"> <li>• Working knowledge of collective bargaining process in the public and/or private sectors.</li> <li>• Knowledge of negotiation principles including negotiations preparation, trust building, effective listening and understanding settlement ranges.</li> <li>• Experience resolving disputes and investigatory skills.</li> <li>• Knowledge of best alternatives to a negotiated agreement (e.g., impasse procedures).</li> <li>• Knowledge of grievance and arbitration procedures.</li> <li>• Ability to interpret and apply labor laws and provisions of memoranda of understanding.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>LABOR AND EMPLOYEE RELATIONS ANALYST II</b>	Active membership in the State Bar of California and a minimum of 4 years of relevant post-bar experience either in a legal setting such as private law practice, corporation or government agency performing employee relations investigations.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• Provide expertise and serve as spokesperson for the court in labor negotiations and during collective bargaining.</li> <li>• Serve as an investigator of formal and informal claims of discrimination and drafting responses.</li> <li>• Analyze and prepare legal memoranda and issues papers, legal opinions, and other legal memoranda. Participate in the development of judicial branch employment policies.</li> <li>• Assist with contract language development and development of a strong labor-management team.</li> <li>• Conducts research and drafts initial responses to Public Employment Relations Board charges, grievances and Dept. of Fair Employment &amp; Housing claims.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills and abilities detailed as a Labor and Employee Relations Analyst I):</p> <ul style="list-style-type: none"> <li>• Analysis and drafting of legal and policy memoranda.</li> <li>• Collective bargaining principles, including recognition of exclusive bargaining representatives, management rights, scope of bargaining, and unfair labor practices.</li> <li>• Responding to complaints and grievances.</li> <li>• Investigation techniques and process.</li> <li>• Research of legal issues.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>LIBRARY TECHNICIAN</b>	Associate's Degree with coursework in library technology and 1-2 years of relevant experience.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Knowledge of basic principles and practices of library classification, cataloging, research, and reference work.</li> <li>• Knowledge of practices and procedures of the operation of a research library and use of standard library resources.</li> </ul>
<b>MANAGEMENT CONSULTANT</b>	Bachelor's Degree and 10 years of public sector experience in program or project oversight; providing analysis, research, and advising in the required functional area.	<p><b>Examples of Duties</b></p> <p>Incumbents in this assignment perform complex management, administrative, financial, budgetary, and organizational work under the direction of a member of the Judicial Council Executive Team and involve mission-critical confidential and strategic activities, such as:</p> <ul style="list-style-type: none"> <li>• Assist management with organization-wide functions which have responsibility for organization-wide outcomes;</li> <li>• Provide analytical support activities such as research, analysis preparation, data collection and make recommendations or provide subject matter expertise advice to management.</li> <li>• Exercise strategic thinking with organization-wide application and impact;</li> <li>• 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.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
MANAGEMENT CONSULTANT (CONTINUED)		<p><b>Knowledge, Skills and Abilities</b></p> <p>Knowledge of:</p> <ul style="list-style-type: none"> <li>• Principles, practice and methods of assigned function(s) and/or unit(s);</li> <li>• Principles, practice and methods of public and business administration;</li> <li>• Principles, practice and methods of program development and administration;</li> <li>• Principles, practice and methods of budget preparation and administration;</li> <li>• Finance and accounting systems including government finance and budgeting procedures;</li> <li>• Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.</li> </ul> <p>Skill or Ability in:</p> <ul style="list-style-type: none"> <li>• Applying advanced management principles with critical impact on the organization;</li> <li>• Applying specialized and advanced level knowledge and abilities in the area to which assigned.</li> <li>• Providing effective collaboration;</li> <li>• Exercising business and political acumen;</li> <li>• Exercising confidentiality.</li> <li>• Analyzing administrative problems, budgets, programs, systems, and procedures to develop effective and comprehensive solutions;</li> <li>• Conducting thorough administrative and financial analyses and develop effective recommendations.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>OFFICE CLERK</b>  <b>I:</b>  <b>II:</b>  <b>III:</b>	High School Diploma <b>AND:</b>  <b>I:</b> 1 year of experience in an administrative support role.  <b>II:</b> 2-4 years of experience in an administrative support role.  <b>III:</b> 4-6 years of experience in an administrative support role.	<b>Examples of Duties</b> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <b>Knowledge, Skills and Abilities</b> <ul style="list-style-type: none"> <li>• Ability to display organizational, interpersonal and professional skills</li> <li>• Ability to communicate effectively and work independently with minimal supervision.</li> <li>• Experience operating office and mail equipment (includes but not limited to: photocopiers, paper shredders, stamp machines, etc.).</li> <li>• Ability to proofread and maintain accurate records of work performed.</li> </ul>



CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>PARALEGAL</b> <b>I:</b>  <b>II:</b>  <b>III:</b>	<b>I:</b> 1-3 years of paralegal experience involving complex litigation.  <b>II:</b> 4-6 years of paralegal experience involving complex litigation and a paralegal certificate from an accredited institution.  <b>III:</b> 6+ years of paralegal experience involving complex litigation and a paralegal certificate from an accredited institution.	<b>Examples of Duties</b> <ul style="list-style-type: none"> <li>• 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 background information and performing legal research, including use of computer assisted legal research systems.</li> </ul> <b>Knowledge, Skills and Abilities</b> <ul style="list-style-type: none"> <li>• Ability to research and analyze information.</li> <li>• Experience drafting legal documents.</li> <li>• Ability to perform legal research on Lexis/Nexis library databases.</li> <li>• Possess summarization, discovery, and indexing skills.</li> <li>• Intermediate working knowledge of specified computer applications such as: MS Word, Excel, PowerPoint, Email, Internet, Calendar software.</li> </ul>
<b>RESEARCH TECHNICIAN</b>	Bachelor's Degree in Public Administration or Communication and 1-2 years of relevant experience.	<b>Examples of Duties</b> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <b>Knowledge, Skills and Abilities</b> <ul style="list-style-type: none"> <li>• Knowledge of substantive and procedural legal principles and applications.</li> <li>• Experience in legal research methods and principles of administrative and constitutional law.</li> </ul>

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>SYSTEMS TECHNICIAN I</b>	<p>Equivalent to graduation from high school AND:</p> <p>2 years of any combination of formal education in information systems, automated office technology, or a closely related field and/or experience in operating and maintaining automated office systems, including user support.</p>	<p><b>Examples of Duties:</b></p> <ul style="list-style-type: none"> <li>• Resolve product support issues with vendors and third-party contractors;</li> <li>• Implement hardware and software as per ISD management's approval;</li> <li>• Ability to transport (and lift) equipment up to 60 pounds.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Analyze systems performance and maximize efficiency;</li> <li>• Install, maintain, operate, troubleshoot, and repair personal computers, servers, and related equipment; and</li> <li>• Operate, monitor, and optimize the performance of local area networks.</li> </ul>
<b>SYSTEMS TECHNICIAN II</b>	<p>Equivalent to graduation from high school AND:</p> <p>4+ years of experience.</p>	<p><b>Examples of Duties</b> (Includes Duties detailed as a Systems Analyst I)</p> <ul style="list-style-type: none"> <li>• Recommend standards for hardware and software configurations of commercially available software (COTS); and</li> <li>• Develop performance and testing criteria for new hardware and software.</li> </ul> <p><b>Knowledge, Skills and Abilities</b> (Includes knowledge, skills, and abilities detailed as a Systems Analyst I):</p> <ul style="list-style-type: none"> <li>• Experience in project management and working with interdepartmental, cross-functional groups and teams;</li> <li>• Advanced oversight and administrative experience in Microsoft server (Server 2003/2007), client operating system (Windows XP/Vista) and Microsoft Outlook / Exchange and Active Directory;</li> <li>• Microsoft certification in Exchange, Operating Systems, and/or Active Directory Services;</li> <li>• Building/imaging of Intel (PC) based servers, laptops and workstations in an enterprise environment;</li> <li>• Experience with migration and application software and hardware rollout, change control and patch updates;</li> </ul>

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

CLASSIFICATION TITLE	MINIMUM QUALIFICATIONS (MQs)	DESCRIPTION
<b>WEB CONTENT STRATEGIST</b>	Bachelor's Degree in Information Systems, Computer Science or closely related field and 4-6 years experience of a similar capacity.	<p><b>Examples of Duties</b></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><b>Knowledge, Skills and Abilities</b></p> <ul style="list-style-type: none"> <li>• Strong content and user experience skills.</li> <li>• Proven system development and project management experience (from conception to security and maintenance of web content).</li> <li>• Experience in a lead role developing content strategies for the web and contributing to editorial platforms.</li> </ul>

**APPENDIX F**  
**CONTRACTOR'S KEY STAFF**  
**Aroha Technologies, Inc.**

<b>Name of Contractor's Key Staff</b>	<b>Position</b>
Surya Teja Potu	Account Manager (Key Personnel)
Vivek Mistry	Service Delivery Manager/Accounting Lead
Naveen Kumar	Recruitment/Sourcing Manager

**APPENDIX G**  
**FORMS AND TEMPLATES**

This Appendix includes the following attachments:

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

**APPENDIX G**  
**FORM A**  
**ASSIGNED TEMPORARY PERSONNEL SERVICES 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 A*

**APPENDIX G  
FORM B  
REFERENCE CHECK TEMPLATE**

**PART I: CANDIDATE INFORMATION**

**Candidate Name:** \_\_\_\_\_ **Title Held:** \_\_\_\_\_  
**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 do you consider to be the candidate's strongest skills?
6. What would you consider as the candidate's weakest points, or areas where he/she could have benefited from additional coaching?
7. On a 0 - 10 scale, with 0 being poor and 10 being exceptional, how would you rate the candidate's level of customer service and why?
8. (If applicable to level) How would you describe the candidate's analytical skills?

9. (If applicable to level) How would you rate the candidate's ability to manage an assigned project and meet required deadlines?

10. How would you describe his/her ability to function in stressful environments and situations?

11. Can you describe the candidate's verbal communication skills? If possible, please elaborate on the candidate's ability to communicate effectively through speaking and listening, and (if applicable) during meetings, presentations, trainings, etc.

12. Can you describe the clarity and overall quality of the candidate's written communication? Specifically, how effective was the candidate's communication to others in the form of email, memoranda, reports, and other correspondence?

13. How did he/she get along with peers, subordinates, and higher-level staff? Were there ever any personality conflicts? What type of exposure or experiences (if any) did they have working with individuals at the executive level?

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

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

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

17. If given the opportunity, would you rehire (the candidate)?

18. Is there anything else you could tell us that will help us to consider him/her for the position which I described to you earlier?

**REFERENCES CHECKED BY:**

**DATE:**

Miscellaneous Information to Note:

*END OF FORM B*

APPENDIX G

FORM C

SAMPLE WORK ORDER TEMPLATE

PARex# \_\_\_\_\_

JUDICIAL COUNCIL OF CALIFORNIA

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**TEMPORARY AGENCY STAFF WORK ORDER & EXEMPTION**

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

REQUEST DATE _____	HIRING MGR _____
OFFICE/UNIT CODE _____	REPORTS TO _____
CONTACT PERSON _____	PHONE NO _____
PHONE NO _____	

**A - Position Funding Source**

<input type="checkbox"/> Master Agency Temp Contract	P.O. # to be Invoiced _____	<b>Fund Type:</b> _____
<input type="checkbox"/> Grant	P.O. # to be Invoiced _____	_____
<input type="checkbox"/> Office's Own Budget	P.O. # to be Invoiced _____	_____
<input type="checkbox"/> Other	P.O. # to be Invoiced _____	_____

**B - Position Information**

Temp Classification: \_\_\_\_\_ Location Address: \_\_\_\_\_

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

	Agency #1	Agency #2	Final (HR USE ONLY)
Maximum Hourly Billing Rates:	_____	_____	_____
Work Schedule:	<input type="checkbox"/> Full Time	<input type="checkbox"/> Full Time	<input type="checkbox"/> Full Time
	<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time
	_____ Hrs/Week (FTE)	_____ Hrs/Week (FTE)	_____ Hrs/Week (FTE)
Start Date: _____			
End Date: _____			
<b>Total Assignment Hrs</b>	_____	_____	_____
Background Check Expense (\$75 estimate)	_____	_____	_____
<b>C - Total Costs</b>			
<b>Total Assignment Costs</b>	\$0.00	\$0.00	\$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):**

<b><u>G- Position Duties and Responsibilities</u></b>	
<div></div>	
<b><u>H - Required Skills, Licenses, Certifications and Education (Include Preferred Skills in parentheses):</u></b>	
<div></div>	
<b><u>I - HR USE ONLY</u></b>	
Work Order #: _____	Hire Name: _____
Awarded to: _____	Start Date: _____
Date Received: _____	

*END OF FORM C*

## APPENDIX H

### Participating Addendum

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

(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

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

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

(8) Any notices must be sent to the following address and recipient:

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

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

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

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

***[JBE]***

***[CONTRACTOR]***

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: