

**MASTER AGREEMENT TERMS**

**EXHIBIT A  
STANDARD PROVISIONS**

1. **Indemnification**

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. **Relationship of Parties**

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

3. **Termination for Cause**

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

- B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. In the event an Assignment is terminated, but neither the Work Order that authorized that Assignment nor the Agreement is terminated, in whole or in part, pursuant to this provision, such termination shall be per Exhibit E, Description of Services, paragraph 9, Termination of Assignment and Conversion.
- F. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

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

5. Time of Essence

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

6. Validity of Alterations

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

7. Consideration

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

*END OF EXHIBIT*

## **EXHIBIT B SPECIAL PROVISIONS**

### 1. Definitions

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

- A. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the work; (ii) a change in Work Order Amount or the Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Master Agreement terms.
- B. “**AOC Referral Mark-up**” refers to the percentage, as set forth in Exhibit C, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to a Work Order, which the State will pay in addition to a Salary Rate as part of a Billing Rate, when billed for services rendered by an Assigned Personnel who was referred to the Contractor for employment by the AOC. The AOC Referral Mark-up will be the Contractor’s compensation for its services rendered under this Agreement.
- C. “**Assigned Personnel**” refers to the individual(s) named and listed as “Hire Name” on an authorized Work Order to perform the work of the applicable Work Order.
- D. “**Assignment**” refers to a temporary post or project for the State that provides for certain responsibilities during an estimated time period, and is authorized by a Work Order.
- E. “**Billing Rate**” refers to the hourly rate that the Contractor will bill the State and that the State will pay to the Contractor for the work performed for an Assignment by an Assigned Personnel pursuant to a Work Order issued under this Agreement. A Billing Rate, as set forth in a Work Order, shall be in accordance with the appropriate Billing Rate set forth in Exhibit D, Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Exhibit D, Schedules, via a subsequent Amendment to this Master Agreement. A Billing Rate includes, as appropriate, either (i) the Salary Rate, to be paid by the Contractor to the Assigned Personnel for performing the work set forth in an applicable Work Order, and the Contractor Mark-up; (ii) the Conversion Salary Rate, to be paid by the Contractor to the Assigned Personnel for performing the work set forth in an applicable Work Order, and the Contractor Mark-up; (iii) the Salary Rate, to be paid by the Contractor to the Assigned Personnel, who was referred by the AOC, for performing the work set forth in an applicable Work

Order, and the AOC Referral Mark-up; or (iv) the Subcontractor Billing Rate, other than the DVBE Subcontractor, to be paid by the Contractor to a Subcontractor when subcontracted Assigned Personnel perform the work set forth in an applicable Work 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 Agreement. Classifications are set forth in Exhibit F, Classifications, but may be approved in writing, by the parties in accordance with this Master Agreement, for incorporation via a subsequent Amendment.
- G. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- H. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Master Agreement and all related Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- I. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the work, in accordance with the Contract Documents.
- J. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to provide the Contract service. The Contractor is one of the parties to this Agreement.
- K. “**Contractor Mark-up**” refers to the percentage, as set forth in Exhibit C, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to a Work Order, which the State will pay in addition to a Salary Rate or Conversion Salary Rate as part of a Billing Rate, when billed for services rendered by an Assigned Personnel employed by the Contractor. The Contractor Mark-up will be the Contractor’s compensation for its services rendered under this Agreement.

- L. “**Conversion Fee**” refers to a fee, unallowable under this Agreement, which is associated with hiring a temporary employee from a temporary staffing agency prior to an agreed-upon duration.
- M. “**Conversion Period**” refers to an acceptable period of time, during which an Assigned Personnel must work, prior to accepting employment directly from the State. Conversion Period is set forth in Exhibit E, Description of Services; however, per agreement by the parties, a period at least equal to if not less than such period may be set forth in a Work Order as the Conversion Period.
- N. “**Conversion Salary Rate**” refers to the gross hourly rate, prior to deduction of any taxes, that the Contractor pays to Assigned Personnel for performing the work of an Assignment set forth in the applicable Work Order, when such Assigned Personnel were converted to providing temporary services for the Contractor from the AOC’s previous temporary staffing agency. A Conversion Salary Rate is a component of the Billing Rate paid by the State for services rendered by the Contractor’s Assigned Personnel. A Conversion Salary Rate shall be in accordance with the appropriate Conversion Salary Rate, as set forth in Exhibit D, Schedules.
- O. “**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.
- P. “**Day**” means calendar day, unless otherwise specified.
- Q. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, including any Work Orders, which the Contractor shall complete and deliver or submit to the State for acceptance.
- G. “**Disabled Veteran’s Business Enterprise**” or “**DVBE**” means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, naval or air services.
- R. “**End Date**” refers to the date that the State anticipates as the last day of an Assignment. The End Date will be set forth in each authorized Work Order.
- S. “**Force Majeure**” means a delay which impacts the timely performance of work which neither the Contractor nor the State are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

- v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- T. **“Key Staff”** refers to the Contractor’s personnel named in Exhibit G, Contractor’s Key Staff, whom the State has identified and approved to function in a key capacity in managing the work of the Contract.
- U. **“Master Agreement”** means the component of the Agreement that sets forth the terms and conditions under which the State retains the Contractor and the Contractor will provide temporary staffing services pursuant to authorized Work Orders, if any.
- V. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- W. **“NIC”** or **“Not Authorized in Contract”** refers to an item, so designated in this Master Agreement, that is within scope of the Master Agreement, but not yet authorized. NIC items, upon agreement by the parties, will be incorporated into the Master Agreement via Amendment.
- X. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- Y. **“Overtime Pay”** refers to the amount, based upon the Overtime Rate, the Contractor shall bill and the State will pay for allowable overtime work provided by an Assigned Personnel. The Reports To must authorize overtime work before Overtime Pay will be considered an allowable charge under a Work Order. The Contractor shall bill Overtime Pay, when applicable, without any mark-up, as an item separate from the appropriate Billing Rate.
- Z. **“Overtime Rate”** refers to the rate, as set forth in Exhibit C, Payment Provisions, used to calculate Overtime Pay, which the Contractor may bill and the State will pay, if the Assigned Personnel provided work within scope of the Work Order, in excess of a normal 8-hour work-day, when such overtime was pre-approved by the Reports To.
- AA. **“Pay Period”** means the time period (e.g. weekly, every two (2) weeks, twice a month, monthly, etc.) for which the Assigned Personnel receives payment on a regular basis from that Assigned Personnel’s employer for the work performed pursuant to an authorized Work Order.

- BB. **“Salary Rate”** refers to the gross hourly rate, prior to deduction of any taxes, that the Contractor pays to its Assigned Personnel for performing the work of an Assignment set forth in the applicable Work Order. A Salary Rate is a component of the Billing Rate paid by the State for services rendered by the Contractor’s Assigned Personnel. A Salary Rate shall be in accordance with the appropriate Salary Rate, as set forth in Exhibit D, Schedules, or it shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Exhibit D, Schedules, via a subsequent Amendment to this Master Agreement.
- CC. **“Start Date”** refers to the date set forth in each Work Order that identifies when the Assigned Personnel shall begin performing the work described for an Assignment in the applicable Work Order.
- DD. The **“State”** refers to the Judicial Council of California, Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement.
- EE. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the agreement between the parties as an individual **“Contract Counterpart.”**
- FF. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- GG. **“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 Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- HH. **“Subcontractor Billing Rate”** refers to the gross hourly rate, prior to the deduction of any taxes, that the Contractor will bill the State and the State will pay the Contractor for the work performed for an Assignment by the Subcontractor’s Assigned Personnel pursuant to a Work Order issued under this Agreement. A Subcontractor Billing Rate is the amount the Contractor will pay the Subcontractor for work provided by the Subcontractor’s Assigned Personnel and includes the salary or pay rate, to be paid by the Subcontractor to the Assigned Personnel for performing the work set forth in an applicable Work Order, and the mark-up charges of the Subcontractor. A Subcontractor Billing Rate shall be in accordance with the appropriate Subcontractor Billing Rate, as set forth in Exhibit D, Schedules, or it



shall be pursuant to an agreement, documented in writing by the parties in accordance with this Master Agreement, which shall be incorporated into Exhibit D, Schedules, via a subsequent Amendment to this Master Agreement.

- II. **“Subcontractor Mark-up”** refers to the percentage, as set forth in Exhibit C, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to a Work Order, which the State will pay in addition to a Subcontractor Billing Rate when billed for services rendered by an Assigned Personnel employed by a Subcontractor. The Subcontractor Mark-up will be the Contractor’s compensation for its Subcontractor administration services rendered under this Agreement.
  
- JJ. **“Task(s)”** means one or more function, if specified in the Contract Documents, including any Work Order, to be performed by the Contractor for the State.
  
- KK. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, Assigned Personnel, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
  
- LL. **“Time Sheet”** refers to the form that the parties use to track the number of hours worked by an Assigned Personnel. A Time Sheet shall be completed for each Pay Period. The Time Sheet must be approved by the Reports To, and the Assigned Personnel. Terms and conditions listed on Time Sheets shall not be binding to the parties of this Agreement.
  
- MM. **“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.
  
- NN. **“Travel Expense(s)”** shall mean necessary transportation, meals, lodging, and other travel related expenses, which are required of the Assigned Personnel to perform the work of an Assignment set forth in a Work Order, and which must be pre-approved in writing by the Reports To, prior to incurring such an expense. Travel Expense, for overnight travel, must be in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines as follows: (i) meals shall be reimbursed at the actual cost not to exceed **\$6.00** per Day for breakfast, **\$10.00** per Day for lunch, **\$18.00** per Day for dinner, and **\$6.00** per Day for incidentals; and (ii) hotel room rentals shall be reimbursed for the actual cost not to exceed **\$110.00** per Day, plus tax and energy surcharge when applicable, or **\$140.00** per Day, plus tax and energy surcharge when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara. Additionally, Travel Expenses may also include necessary ground transportation, including the actual cost of public transportation and/or a rental car. The State will reimburse Travel Expenses ground transportation usage at the rate of **\$0.505** per mile.

- OO. **“Work Location”** refers to the physical location set forth in a Work Order that identifies where the Assigned Personnel shall report to perform the work of an Assignment.
- PP. **“Work Order”** refers to a document, substantially in the form of Attachment 2, Sample Work Order Template, that is used by the State to authorize commencement of temporary personnel services from the Contractor, pursuant to this Agreement. A Work Order is authorized, as set forth in Exhibit E, Description of Services, and shall include the following, at a minimum:
- i. A reference to the contract number of this Master Agreement;
  - ii. The Work Order Number;
  - iii. The name of the Assigned Personnel (listed as “Hire Name” on the Work Order);
  - iv. The name of the Reports To;
  - v. The Start Date and the End Date of the Assignment;
  - vi. The Work Location and the Work Schedule/Hours;
  - vii. A list of certifications that the Assigned Personnel may be required to obtain and maintain to perform the requested work;
  - viii. The Billing Rate;
  - ix. An estimated amount of charges for candidate background checks;
  - x. The estimated Travel Expenses, if applicable;
  - xi. The Classification;
  - xii. The Conversion Period, as applicable;
  - xiii. A description of the work to be performed by the Assigned Personnel; and
  - xiv. The Work Order Amount.
- QQ. **“Work Order Amount”** refers to the amount of funds that is allocated to an authorized Work Order for payment purposes. The amount that the State may reimburse the Contractor for work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.
- RR. **“Work Order Number”** refers to the unique number given to each authorized Work Order issued pursuant to this Master Agreement.
- SS. **“Work Schedule”** refers to the days of the week and hours during which the Assigned Personnel will report to perform the work of an Assignment for a Work Order. The Work Schedule shall be set forth in each Work Order.

2. Manner of Performance

The Contractor shall complete all work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.

3. Authorization of Any Work Orders

- A. All temporary personnel services performed under this Master Agreement will be ordered via an electronically authorized Work Order substantially in the form of Attachment 2, Sample Work Order Template, authorized as set forth in Exhibit E, Description of Services.
- B. The State does not guarantee that the Contractor will receive a specific volume of work, a specific total Contract Amount or Work Order Amount, or a specific order value under this Agreement. Additionally, there will be no limit on the number of Work Orders the State 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.
- C. All Work Orders are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Order and the Master Agreement, the Master Agreement shall prevail.

4. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, paragraph 3, the State may terminate the Agreement, in whole or in part, at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. In the event an Assignment is terminated, but neither the Work Order that authorized that Assignment nor the Agreement is terminated, in whole or in part, pursuant to this provision, such termination shall be per Exhibit E, Description of Services, paragraph 9, Termination of Assignment and Conversion.
- C. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

5. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Master Agreement, any individual Work Order, or in any Amendment hereto, the State may terminate this Master Agreement or any individual Work Order, in whole or in part, upon written Notice to the

Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
  
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

6. Stop Work

- A. The State may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the work covered by the Stop Work Order as provided for in either of the termination provisions of this Master Agreement.
  
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of work stoppage; however, if the State

decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- C. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under this Exhibit, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

7. Agreement Administration/Communication

A. Project Manager.

- i. The responsibilities of the State's Project Manager [TBD] include but are not limited to the following:
  - a. Acts as a liaison between the Contractor and the AOC, serving as the contact to whom the Contractor shall make all requests and other communications about the work to be performed;
  - b. Requests staffing for Assignments from the Contractor;
  - c. Facilitates candidate selection and Work Order process on behalf of the State;
  - d. Proactively assists with resolution of issues; and
  - e. Monitors and evaluates the Contractor's performance.
- ii. The State may appoint a designee to perform duties on behalf of the Project Manager; such designee will be set forth in writing.

B. Reports To.

- i. Each Work Order will identify the State's representative to function in the role of Reports To. The responsibilities of the State's Reports To include but are not limited to the following:
  - a. Assists with the candidate selection process;
  - b. Communicates work requirements to Assigned Personnel;
  - c. Pre-approves any travel or overtime by the Assigned Personnel, prior to incurring any expenses; and
  - d. Responsible for the day-to-day supervision of Assigned Personnel's work.
- ii. The State may appoint a designee to perform duties on behalf of the Reports To.

C. Hiring Manager.

- i. Each Work Order will identify a Hiring Manager. The responsibilities of the State's Hiring Manager include but are not limited to the following:
  - a. Assists with the candidate selection process; and
  - b. Manages the AOC unit in which the Assigned Personnel works.

D. Account Manager.

- i. Exhibit G, Contractor's Key Staff, includes identification and resume(s) of the Key Staff.
- ii. The responsibilities of the Key Staff, Account Manager, include but are not limited to the following:
  - a. Responsible for end-results and day-to-day project management;
  - b. Serves as the Contractor's primary contact for the State;
  - c. Works closely with the State's Project Manager;
  - d. Responsible for managing requests for Assignments;
  - e. Facilitates Work Order process on behalf of the Contractor;
  - f. Provides monthly temporary staffing and budget reports; and
  - g. Proactively assists with resolution of issues.

E. Notices.

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

Temporary Agency Project Manager [TBD]  
Judicial Council of California,  
Administrative Office of the Courts  
c/o Human Resources Division  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

- ii. Notice from the State to the Contractor shall be directed in writing to:

[TBD]

8. Contractor's And Subcontractor's Personnel Are Not Employees of the State

- A. The Contractor and any Subcontractors, in performance of this Agreement, are acting as independent contractors. Personnel supplied by the Contractor or any Subcontractors, hereunder, are not the State's employees, but are the responsibility, to the extent described in this 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, or contributions required to be paid to their employees, including all Assigned Personnel that provide service or perform work hereunder. The State shall not be responsible for payment of Workers' Compensation, Medicare, medical, social security, disability or other similar benefits provided by Contractor or any Subcontractors, unemployment or other similar insurance or for withholding income or other taxes of any type for any Contractor or Subcontractor employee, including all Assigned Personnel.

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

9. Temporary Services/Temporary Leasing Employer Status

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

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

10. Subcontracting

- A. The Contractor shall not subcontract any portion of this Agreement, including the work to be performed, pursuant to individual Work Orders, unless the State agrees to the subcontracting in writing. The Contractor shall require each Subcontractor to comply with the provisions of this Master Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

11. State's Responsibilities

- A. The State agrees to discuss all matters concerning the Assigned Personnel with the Contractor, including, but not limited to, employment, job duties/Assignments, and pay rates/procedures.
- B. The State shall provide a Reports To, access to all documents, Materials, and Data that may be necessary for the Assigned Personnel to perform the work of an applicable Work Order.
- C. All work to be performed by the Assigned Personnel will be performed on the State's premises, unless otherwise expressly set forth in a Work Order.
- D. The State agrees to promptly communicate with the Contractor any alleged (i) violation(s) of health or safety requirements; (ii) accidents and/or injuries; and (iii) claims of harassment or discrimination involving Assigned Personnel providing service(s) pursuant to this Agreement.

12. Services Warranty and First Day Guarantee of Assigned Personnel

- A. The Contractor warrants and represents that each of its employees, independent contractors or agents, including Key Staff and Assigned Personnel, assigned to perform any service, provide work or provide any technical assistance under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the service provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, and any other recipients of the services and work provided hereunder.
- B. The parties agree that the State must be completely satisfied with the performance of the Assigned Personnel. If the State is for any reason not satisfied with the performance of the Assigned Personnel on the first day that the Assigned Personnel



reports to perform the work set forth in the applicable Work Order, the State may contact the Contractor via electronic mail, telephone or facsimile, following up with a Notice within five (5) Days, and the Contractor will remove the Assigned Personnel from the Assignment pursuant to Exhibit E, Description of Services, paragraph 9, Termination of Assignment and Conversion, and credit the State all charges and fees for the first day or any portion thereof.

13. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain insurance that covers the Contractor and the Assigned Personnel employed by the Contractor with limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
  - ii. Employers' Liability insurance shall not be less than **\$1,000,000.00** for injury or death for each occurrence.
  - iii. Comprehensive General Liability Insurance shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. The limit shall not be less than **\$1,000,000.00** for each occurrence / **\$2,000,000.00** aggregate for bodily injury, property damage and personal injury. Coverage shall be:
    - (a) by “Additional Insured” endorsement add as insureds the State, its agents, and employees with respect to liability arising out of or connected with the service provided. In the event the Commercial General Liability policy includes a “blanket endorsement by contract,” the following language added to the certificate of insurance will satisfy the State’s additional insured requirement: “The State, its directors, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement”; and

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

- iv. Business Automobile Liability Insurance coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, code 1 "any auto." The limit shall not be less than **\$1,000,000.00** each accident for bodily injury and property damage.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions.
- i. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
    - (a) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way; and
    - (b) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
  - ii. In the event the Contractor will provide attorney, architectural, engineering, or other professional services, which require a "standard of care" against negligent acts, the Contractor will also maintain Professional Liability insurance, which covers the work provided by the Assigned Personnel, at not less than \$1,000,000.00 per claims made.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any work under this Agreement, and complete copies of each policy upon the State's request.
- F. Subcontractors. The Contractor shall include any Subcontractors, including its Assigned Personnel, as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage, provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.

- G. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7<sup>th</sup> Floor, San Francisco, CA 94102.

14. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing services under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors performing services for the State. The Contractor shall direct all Assigned Personnel to execute a Temporary Services Employee Agreement, in the form of Attachment 1, prior to commencing work on the Assignment requiring a promise of confidentiality concerning the Confidential Information. All Confidential Information shall remain the exclusive property of the party disclosing such information.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

15. Copyrights, Ownership and Intellectual Property

- A. Copyrights and Rights in Data: All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.
- B. Ownership of Results: Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor during the provision of

service or the performance of work under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

C. Ownership of Intellectual Property, etc.:

- i. The Contractor agrees that (a) all documents, Deliverables, software, systems designs, disks, tapes, CDs and any other Data or Materials created in whole or in part by the Contractor or its personnel in the course of or related to the provision of service or the performance of work for the State shall be treated as if it were "work for hire" for the State, and (b) the Contractor will immediately disclose to the State all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Contractor or its personnel in the course of or related to providing services or work to the State.
- ii. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the State, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the State, without any additional compensation and free of all liens and encumbrances of any type.

16. Limitation on Publication

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

17. Replacement of Contractor's Personnel

A. Replacement of Key Staff.

- i. The State has the right to review resumes and interview the Contractor's proposed Key Staff provided to the State under this Agreement prior to commencement of the work. If, in the State's reasonable opinion, the proposed Key Staff is unsatisfactory or does not meet the State's requirements, the Contractor shall submit a different candidate for consideration.
- ii. The Contractor's Key Staff will have the ability and authority to make decisions commensurate with his or her role and level of responsibility regarding the work of this Agreement.

- iii. Exhibit G, Contractor's Key Staff, includes the individual(s) assigned as the Contractor's Key Staff at the time of agreement, as well as the corresponding resume(s) that demonstrate pertinent qualifications. Any revision to the individual(s) identified as Key Staff must be approved in writing, as set forth in the Changes and Amendments provision of this Exhibit.
- iv. The Contractor shall endeavor to retain the same individuals during the performance of the work of this Agreement. If the Contractor's Key Staff become unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the State.
- v. The State reserves the right to disapprove the continuing assignment of the Contractor's Key Staff provided to the State under this Agreement, if in the State's opinion, the performance of the Contractor's Key Staff is unsatisfactory. If the State exercises this right and approves a replacement candidate, the Contractor shall immediately, within a commercially reasonable time, assign the replacement personnel, possessing equivalent or greater experience and skills.
- vi. If the Contractor's Key Staff become unavailable and the Contractor cannot furnish a substitute acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions, paragraph 3, as set forth in Exhibit A.

B. Replacement of Assigned Personnel.

- i. If the State requests that the Contractor remove Assigned Personnel pursuant to Exhibit E, Description of Services, paragraph 9, Termination of Assignment and Conversion, the State may, at its sole option, request that the Contractor provide a replacement candidate. If the State makes such a request, the Contractor shall submit a response to the State'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 State's requirements and the State agrees the State may, at its sole option, either amend the Work Order to reflect the change in Assigned Personnel or issue a new Work Order.
- iii. In the event the State does not agree to a replacement candidate and the Contractor is unable to find another suitable candidate for the State, the Contractor shall notify the AOC's Business Services Manager, at the address set forth on the State Standard Agreement form, to request termination of the Work Order, in accordance with this Exhibit's paragraph 4, Termination Other

Than for Cause. Upon termination of the Work Order, the Contractor will not be obligated to complete the work of that Work Order.

18. Changes and Amendments

- A. Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized only via bilateral execution of a State Standard Agreement form.
- B. The terms of this Master Agreement shall not be amended or changed by the terms of a Work Order, any purchase order, invoice, Time Sheet or any other type of document even though the State may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

19. Accounting System Requirement

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

20. Retention of Records

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

21. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

22. National Labor Relations Board

By executing this Master Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the

immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

23. Drug-Free Workplace

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

24. Americans with Disabilities Act

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

25. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform work under the Agreement.

26. Conflict of Interest

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

- A. The Contractor, employees of the Contractor and Subcontractors, shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor, employees of the Contractor and Subcontractors, shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement. The Contractor shall inform all Assigned Personnel providing temporary services to the State pursuant to this Agreement of their obligation under this clause.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

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

27. Covenant Against Gratuities

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

28. Third Party Beneficiary

This Agreement is not intended to create any right in or for the public, or any member of the public, any Subcontractor, supplier or any other Third Party, or to authorize anyone not specifically named as a party to this Agreement to maintain a suit to enforce or take advantage of its terms.



29. Permits and Licenses

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

30. California Law

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

31. Severability

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

32. Waiver

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

33. Signature Authority

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

34. Survival

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

35. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

36. Agreement Term

- A. The Agreement shall commence and expire in accordance with the dates set forth on the executed State Standard Agreement of the Master Agreement. This Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Master Agreement approval shall be done so at the Contractor's own risk. Additionally, any commencement of performance prior to the issuance of an authorized Work Order shall be done so at the Contractor's own risk.
- B. The parties agree that the State may elect to extend the initial term of this Master Agreement for up to two (2) optional consecutive one-year terms at the rates and the terms and conditions set forth in Exhibit C, Payment Provisions, and Exhibit D, Schedules.
- C. For purposes of this Master Agreement, the possible terms of this Agreement are defined as follows:
  - i. [TBD] through [TBD] shall also be identified as the “**Initial Term.**”
  - ii. [TBD] through [TBD] shall also be identified as the “**First Option Term.**”
  - iii. [TBD] through [TBD] shall also be identified as the “**Second Option Term.**”
- D. In the event the State elects to extend the Master Agreement, in whole or in part, for additional term(s), the parties will modify the Master Agreement via bilateral execution of the State Standard Agreement form. All terms and conditions of this Master Agreement shall remain in full force and effect throughout the extended term(s).

37. Entire Agreement

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

*END OF EXHIBIT*

**EXHIBIT C  
PAYMENT PROVISIONS**

1. Compensation for Contract Work

- A. For performing the work of this Agreement, as authorized by a Work Order, if any, the State shall compensate the Contractor for an amount not to exceed the Work Order Amount set forth in such Work Order and compensation shall be based upon the actual cost at the applicable contract rates and for allowable expenses, in accordance with this Exhibit, unless otherwise agreed between the parties and set forth in a Work Order.
- B. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- C. The basis for compensation for any Work Order issued under this Agreement is set forth below.

2. Salary Rates and Conversion Salary Rates

- A. Set forth in Exhibit D's Schedule 1, Salary Rates Schedule, are the approved Salary Rates for the Contractor for each approved Classification, by term.
- B. Set forth in Exhibit D's Schedule 2, Conversion Salary Rates Schedule, are the approved Conversion Salary Rates for each approved Classification, by term.
- C. The Salary Rate and the Conversion Salary Rates used to calculate the Billing Rate set forth in a Work Order for an Assigned Personnel shall be in accordance with the corresponding Conversion Salary Rates or Salary Rates for Assigned Personnel's Classifications.
- D. As further set forth in Exhibit E, Description of Services, in the event the parties agree to a Salary Rate for a new Classification or a Subcontractor Billing Rate for a new Classification or a new Subcontractor, (i) authorization of such agreement must be documented in writing between the parties, prior to proceeding with a Work Order, and (ii) such changes must be incorporated into the Master Agreement via a subsequent Amendment.

3. Contractual Mark-up Rates

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

TABLE 1 – MARK-UP

<i>No.</i>	<i>Description</i>	<i>Mark-up Rate – Initial Term</i>	<i>Mark-up Rate - 1st Option Term</i>	<i>Mark-up Rate – 2nd Option Term</i>
1	Contractor Mark-up	[TBD]%	[TBD]%	[TBD]%
2	AOC Referral Mark-up	[TBD]%	[TBD]%	[TBD]%
3	Subcontractor Mark-up	[TBD]%	[TBD]%	[TBD]%

4. Billing Rates

- A. Set forth in Exhibit D’s Schedule 3, Billing Rates Schedule including Contractor Mark-up and Salary Rates, are the approved Billing Rates consisting of Salary Rates with Contractor Mark-up for each approved Classification, by term.
- B. Set forth in Exhibit D’s Schedule 4, Billing Rates Schedule including Contractor Mark-up and Conversion Salary Rates, are the approved Billing Rates, consisting of Conversion Salary Rates with Contractor Mark-up, for each approved Classification, by term.
- C. Set forth in Exhibit D’s Schedule 5, Billing Rates Schedule including AOC Referral Mark-up and Salary Rates, are the approved Billing Rates, consisting of Salary Rates with AOC Referral Mark-up, for each approved Classification, by term.
- D. Set forth in Exhibit D’s Schedule 6, Billing Rates Schedule including Subcontractor Mark-up and Subcontractor Billing Rates, are the approved Billing Rates, consisting of Subcontractor Billing Rates with Subcontractor Mark-up, for each approved Classification, by term.
- E. The Billing Rate set forth in a Work Order for an Assigned Personnel shall comply with the Billing Rate for that Assigned Personnel’s Classification in the Master Agreement.
- F. As further set forth in Exhibit E, Description of Services, in the event the parties agree to a Billing Rate for a new Classification or a Subcontractor Billing Rate for a new Classification or a new Subcontractor, (i) authorization of such agreement must be documented in writing between the parties, prior to proceeding with a Work Order, and (ii) such changes must be incorporated into the Master Agreement via a subsequent Amendment.
- G. With the exception of any allowable and applicable Overtime Pay, Travel Expenses, or background check expenses, as further addressed herein, a Billing Rate in a Work Order is inclusive of the applicable Salary Rate, Conversion Salary Rate, or Subcontractor Billing Rate; the applicable AOC Referral Mark-up, Contractor Mark-up, or

Subcontractor Mark-up; and all other costs, benefits, expenses, fees, overhead, and/or profits payable to the Contractor for services and work provided for this Agreement, pursuant to a Work Order.

- H. A four (4) hour minimum charge per day will be incurred once the Assigned Personnel reports for work. All billing for hours worked is subject to and regulated by state and federal laws.
- I. Upon receipt of an accurate invoice, as further addressed herein, the State will pay the Contractor the Billing Rate for work actually provided by the Assigned Personnel, in accordance with the applicable Work Order. Of the Billing Rate, the Contractor agrees that it will pay its Assigned Personnel or its Subcontractor the applicable Conversion Salary Rate, Salary Rate, or Subcontractor Billing Rate for temporary services provided, and retain the applicable Contractor Mark-up, AOC Referral Mark-up, or Subcontractor Mark-up, as payment for its services rendered under this Agreement.
- J. Payment for work provided, at the Billing Rate set forth in a Work Order, along with any other allowable costs and/or expenses for that Work Order, shall not exceed the Work Order Amount set forth in that Work Order.

5. Allowable Overtime Charges

- A. The Billing Rate applies to a normal work-day of eight (8) hours. For work provided for an Assignment, pursuant to a Work Order, the Contractor may bill the State a separate charge from the Billing Rate for actual overtime worked by an Assigned Personnel in excess of a normal 8-hour work-day, if such overtime work (i) was pre-approved by the Reports To, prior to commencement of such work, (ii) is within scope of the applicable Work Order, and (iii) along with all other allowable charges for the applicable Work Order, does not exceed the Work Order Amount set forth in that Work Order. The Contractor may bill the State and the State will pay the Overtime Pay, which will equal the Overtime Rate of [TBD] times the applicable Billing Rate.
- B. For work performed beyond the normal 8-hour work-day, including weekends, the Contractor will pay the Assigned Personnel, who worked the allowable overtime, at either (i) the rate of [TBD] times the applicable Salary Rate, Conversion Salary Rate, or Subcontractor Billing Rate, or (ii) twice the applicable Salary Rate, Conversion Salary Rate, or Subcontractor Billing Rate, if double time is required by the California Industrial Welfare Commission Orders.

6. Allowable Travel Expenses

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

- B. The Assigned Personnel will submit to the Contractor travel receipts for Travel Expenses incurred and the Contractor will reimburse the Assigned Personnel within thirty (30) Days of receipt of such travel receipts.
- C. Payment for Travel Expenses required for an Assignment of a Work Order, along with any other allowable costs and/or expenses for that Work Order, shall not exceed the Work Order Amount set forth in that Work Order.

7. Allowable Expenses for Background Checks

- A. For those candidates considered for an Assignment, the cost of required background checks, or those especially requested by the State, shall be a charge set forth in a Work Order.
- B. The Contractor will invoice the State and the State shall reimburse the Contractor for the actual and allowable cost associated with processing background checks.
- C. Payment for background checks required for an Assignment, as set forth in a Work Order, along with any other allowable costs and/or expenses associated with that Work Order, shall not exceed the Work Order Amount set forth in that Work Order.

8. Other Expenses

- A. The State shall not consider reimbursement for costs or expenses not defined as allowable in this Agreement.
- B. Conversion Fees are defined as unallowed under this Agreement.
- C. Rates are inclusive of all burdened elements of cost, including sick leave and health benefits to be provided to any Assigned Personnel. Rates set forth herein include consideration for San Francisco Health Care Security Ordinance, Chapter 14 of the San Francisco Administrative Code, and San Francisco Paid Sick Leave Ordinance, Chapter 12W of the San Francisco Administrative Code.

9. Taxes

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

10. Method of Payment

- A. The Contractor shall submit an invoice for work provided and expenses incurred no more often than each Pay Period for each authorized Work Order; separate invoices are to be submitted for each Assigned Personnel. After receipt of invoice, the State will either

approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount. The State will make payment in arrears after receipt of the Contractor's properly completed invoice.

- B. Every invoice shall clearly indicate at least the following:
- i) The Master Agreement Number;
  - ii) The Work Order Number;
  - iii) An unique invoice number;
  - iv) The Contractor's name and address;
  - v) The taxpayer identification (Contractor's federal employer identification number);
  - vi) The name of the AOC's Division/Unit Code and Reports To, as indicated on the Work Order; and
  - vii) A preferred remittance address, if different from the mailing address.
- C. In addition to the requirements set forth in subparagraph B, above, invoices shall also include the following, as applicable:
- i) The Assigned Personnel's name and Classification;
  - ii) The hours and dates the Assigned Personnel provided work for an Assignment and a copy of the Assigned Personnel's Time Sheet(s) for the invoiced Pay Period;
  - iii) The applicable Billing Rate set forth in the Work Order;
  - iv) The actual cost for background checks: a copy of the receipt or invoice for the checks or an original receipt, if requested;
  - v) For subcontracted work, a copy of the Subcontractor's invoice, including applicable Subcontractor Billing Rate;
  - vi) For allowable travel by the Assigned Personnel: the actual Travel Expense, the dates and purpose for the travel, a copy of the travel receipts, and proof of payment to the Assigned Personnel;
  - vii) The DVBE dollars expended, as applicable; and
  - viii) Overtime Pay, if allowable, in accordance with this Exhibit.
- D. The Contractor shall submit one (1) original and one (1) copy of each invoice to:
- Judicial Council of California,  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3688
- E. In addition to the requirement set forth in subparagraph D, above, the Contractor shall submit two (2) copies of each invoice to:

Judicial Council of California,  
Administrative Office of the Courts  
c/o Human Resources Department  
Attention: Temporary Agency Project Manager  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

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

11. Disallowance

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

12. Government or Comparable Favorable Rates

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

*END OF EXHIBIT*



**EXHIBIT D  
SCHEDULES**

This Exhibit includes the following schedules:

- 1) Schedule 1, Salary Rates Schedule
- 2) Schedule 2, Conversion Salary Rates Schedule
- 3) Schedule 3, Billing Rates Schedule including Contractor Mark-up and Salary Rates
- 4) Schedule 4, Billing Rates Schedule including Contractor Mark-up and Conversion Salary Rates
- 5) Schedule 5, Billing Rates Schedule including AOC Referral Mark-up and Salary Rates
- 6) Schedule 6, Billing Rates Schedule including Subcontractor Mark-up and Subcontractor Billing Rates

*END OF EXHIBIT*

**EXHIBIT D  
SCHEDULE 1  
SALARY RATES SCHEDULE**

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
1	Administrative Coordinator I	\$(TBD)	\$(TBD)	\$(TBD)
2	Administrative Coordinator II	\$(TBD)	\$(TBD)	\$(TBD)
3	Secretary I	\$(TBD)	\$(TBD)	\$(TBD)
4	Secretary II	\$(TBD)	\$(TBD)	\$(TBD)
5	File Clerk	\$(TBD)	\$(TBD)	\$(TBD)
6	Mail Room Clerk	\$(TBD)	\$(TBD)	\$(TBD)
7	Receptionist	\$(TBD)	\$(TBD)	\$(TBD)
8	Office Technician	\$(TBD)	\$(TBD)	\$(TBD)
9	Office Assistant	\$(TBD)	\$(TBD)	\$(TBD)
10	Data Entry Clerk	\$(TBD)	\$(TBD)	\$(TBD)
11	Accounting Clerk	\$(TBD)	\$(TBD)	\$(TBD)
12	Sr. Accounting Clerk	\$(TBD)	\$(TBD)	\$(TBD)
13	Accounting Technician	\$(TBD)	\$(TBD)	\$(TBD)
14	Accountant I	\$(TBD)	\$(TBD)	\$(TBD)
15	Accountant II	\$(TBD)	\$(TBD)	\$(TBD)
16	Accountant III	\$(TBD)	\$(TBD)	\$(TBD)
17	Paralegal I	\$(TBD)	\$(TBD)	\$(TBD)

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
18	Paralegal II	\$(TBD)	\$(TBD)	\$(TBD)
19	Paralegal III	\$(TBD)	\$(TBD)	\$(TBD)
20	Attorney I	\$(TBD)	\$(TBD)	\$(TBD)
21	Attorney II	\$(TBD)	\$(TBD)	\$(TBD)
22	Attorney III	\$(TBD)	\$(TBD)	\$(TBD)
23	Staff Analyst I	\$(TBD)	\$(TBD)	\$(TBD)
24	Staff Analyst II	\$(TBD)	\$(TBD)	\$(TBD)
25	Staff Analyst III	\$(TBD)	\$(TBD)	\$(TBD)
26	Editor	\$(TBD)	\$(TBD)	\$(TBD)
27	Graphic Designer	\$(TBD)	\$(TBD)	\$(TBD)
28	Contract Specialist I	\$(TBD)	\$(TBD)	\$(TBD)
29	Contract Specialist II	\$(TBD)	\$(TBD)	\$(TBD)
30	Contract Specialist III	\$(TBD)	\$(TBD)	\$(TBD)
31	Help Desk Assistant	\$(TBD)	\$(TBD)	\$(TBD)
32	Assistant Librarian	\$(TBD)	\$(TBD)	\$(TBD)
33	Library Technician	\$(TBD)	\$(TBD)	\$(TBD)
34	Research Technician	\$(TBD)	\$(TBD)	\$(TBD)
35	Human Resources Analyst	\$(TBD)	\$(TBD)	\$(TBD)
36	Systems Technician	\$(TBD)	\$(TBD)	\$(TBD)
37	Sr. Systems Technician	\$(TBD)	\$(TBD)	\$(TBD)
38	Network Analyst	\$(TBD)	\$(TBD)	\$(TBD)
39	Sr. Network Analyst	\$(TBD)	\$(TBD)	\$(TBD)

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
40	Web Content Strategist	[\$TBD]	[\$TBD]	[\$TBD]
41	Intern	[\$TBD]	[\$TBD]	[\$TBD]

*END OF SCHEDULE*

**EXHIBIT D  
SCHEDULE 2  
CONVERSION SALARY RATES SCHEDULE**

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
1	Administrative Coordinator I	NIC	NIC	NIC
2	Administrative Coordinator II	NIC	NIC	NIC
3	Secretary I	NIC	NIC	NIC
4	Secretary II	NIC	NIC	NIC
5	File Clerk	NIC	NIC	NIC
6	Mail Room Clerk	NIC	NIC	NIC
7	Receptionist	NIC	NIC	NIC
8	Office Technician	NIC	NIC	NIC
9	Office Assistant	NIC	NIC	NIC
10	Data Entry Clerk	NIC	NIC	NIC
11	Accounting Clerk	NIC	NIC	NIC
12	Sr. Accounting Clerk	NIC	NIC	NIC
13	Accounting Technician	NIC	NIC	NIC
14	Accountant I	NIC	NIC	NIC
15	Accountant II	NIC	NIC	NIC
16	Accountant III	NIC	NIC	NIC
17	Paralegal I	NIC	NIC	NIC

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
18	Paralegal II	NIC	NIC	NIC
19	Paralegal III	NIC	NIC	NIC
20	Attorney I	NIC	NIC	NIC
21	Attorney II	NIC	NIC	NIC
22	Attorney III	NIC	NIC	NIC
23	Staff Analyst I	NIC	NIC	NIC
24	Staff Analyst II	NIC	NIC	NIC
25	Staff Analyst III	NIC	NIC	NIC
26	Editor	NIC	NIC	NIC
27	Graphic Designer	NIC	NIC	NIC
28	Contract Specialist I	NIC	NIC	NIC
29	Contract Specialist II	NIC	NIC	NIC
30	Contract Specialist III	NIC	NIC	NIC
31	Help Desk Assistant	NIC	NIC	NIC
32	Assistant Librarian	NIC	NIC	NIC
33	Library Technician	NIC	NIC	NIC
34	Research Technician	NIC	NIC	NIC
35	Human Resources Analyst	NIC	NIC	NIC
36	Systems Technician	NIC	NIC	NIC
37	Sr. Systems Technician	NIC	NIC	NIC
38	Network Analyst	NIC	NIC	NIC
39	Sr. Network Analyst	NIC	NIC	NIC

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
40	Web Content Strategist	NIC	NIC	NIC
41	Intern	NIC	NIC	NIC

*END OF SCHEDULE*

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

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
1	Administrative Coordinator I	[\$TBD]	[\$TBD]	[\$TBD]
2	Administrative Coordinator II	[\$TBD]	[\$TBD]	[\$TBD]
3	Secretary I	[\$TBD]	[\$TBD]	[\$TBD]
4	Secretary II	[\$TBD]	[\$TBD]	[\$TBD]
5	File Clerk	[\$TBD]	[\$TBD]	[\$TBD]
6	Mail Room Clerk	[\$TBD]	[\$TBD]	[\$TBD]
7	Receptionist	[\$TBD]	[\$TBD]	[\$TBD]
8	Office Technician	[\$TBD]	[\$TBD]	[\$TBD]
9	Office Assistant	[\$TBD]	[\$TBD]	[\$TBD]
10	Data Entry Clerk	[\$TBD]	[\$TBD]	[\$TBD]
11	Accounting Clerk	[\$TBD]	[\$TBD]	[\$TBD]
12	Sr. Accounting Clerk	[\$TBD]	[\$TBD]	[\$TBD]
13	Accounting Technician	[\$TBD]	[\$TBD]	[\$TBD]
14	Accountant I	[\$TBD]	[\$TBD]	[\$TBD]
15	Accountant II	[\$TBD]	[\$TBD]	[\$TBD]
16	Accountant III	[\$TBD]	[\$TBD]	[\$TBD]
17	Paralegal I	[\$TBD]	[\$TBD]	[\$TBD]



Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
18	Paralegal II	[\$TBD]	[\$TBD]	[\$TBD]
19	Paralegal III	[\$TBD]	[\$TBD]	[\$TBD]
20	Attorney I	[\$TBD]	[\$TBD]	[\$TBD]
21	Attorney II	[\$TBD]	[\$TBD]	[\$TBD]
22	Attorney III	[\$TBD]	[\$TBD]	[\$TBD]
23	Staff Analyst I	[\$TBD]	[\$TBD]	[\$TBD]
24	Staff Analyst II	[\$TBD]	[\$TBD]	[\$TBD]
25	Staff Analyst III	[\$TBD]	[\$TBD]	[\$TBD]
26	Editor	[\$TBD]	[\$TBD]	[\$TBD]
27	Graphic Designer	[\$TBD]	[\$TBD]	[\$TBD]
28	Contract Specialist I	[\$TBD]	[\$TBD]	[\$TBD]
29	Contract Specialist II	[\$TBD]	[\$TBD]	[\$TBD]
30	Contract Specialist III	[\$TBD]	[\$TBD]	[\$TBD]
31	Help Desk Assistant	[\$TBD]	[\$TBD]	[\$TBD]
32	Assistant Librarian	[\$TBD]	[\$TBD]	[\$TBD]
33	Library Technician	[\$TBD]	[\$TBD]	[\$TBD]
34	Research Technician	[\$TBD]	[\$TBD]	[\$TBD]
35	Human Resources Analyst	[\$TBD]	[\$TBD]	[\$TBD]
36	Systems Technician	[\$TBD]	[\$TBD]	[\$TBD]
37	Sr. Systems Technician	[\$TBD]	[\$TBD]	[\$TBD]
38	Network Analyst	[\$TBD]	[\$TBD]	[\$TBD]

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
39	Sr. Network Analyst	[\$TBD]	[\$TBD]	[\$TBD]
40	Web Content Strategist	[\$TBD]	[\$TBD]	[\$TBD]
41	Intern	[\$TBD]	[\$TBD]	[\$TBD]

*END OF SCHEDULE*

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

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
1	Administrative Coordinator I	NIC	NIC	NIC
2	Administrative Coordinator II	NIC	NIC	NIC
3	Secretary I	NIC	NIC	NIC
4	Secretary II	NIC	NIC	NIC
5	File Clerk	NIC	NIC	NIC
6	Mail Room Clerk	NIC	NIC	NIC
7	Receptionist	NIC	NIC	NIC
8	Office Technician	NIC	NIC	NIC
9	Office Assistant	NIC	NIC	NIC
10	Data Entry Clerk	NIC	NIC	NIC
11	Accounting Clerk	NIC	NIC	NIC
12	Sr. Accounting Clerk	NIC	NIC	NIC
13	Accounting Technician	NIC	NIC	NIC
14	Accountant I	NIC	NIC	NIC
15	Accountant II	NIC	NIC	NIC
16	Accountant III	NIC	NIC	NIC
17	Paralegal I	NIC	NIC	NIC

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
18	Paralegal II	NIC	NIC	NIC
19	Paralegal III	NIC	NIC	NIC
20	Attorney I	NIC	NIC	NIC
21	Attorney II	NIC	NIC	NIC
22	Attorney III	NIC	NIC	NIC
23	Staff Analyst I	NIC	NIC	NIC
24	Staff Analyst II	NIC	NIC	NIC
25	Staff Analyst III	NIC	NIC	NIC
26	Editor	NIC	NIC	NIC
27	Graphic Designer	NIC	NIC	NIC
28	Contract Specialist I	NIC	NIC	NIC
29	Contract Specialist II	NIC	NIC	NIC
30	Contract Specialist III	NIC	NIC	NIC
31	Help Desk Assistant	NIC	NIC	NIC
32	Assistant Librarian	NIC	NIC	NIC
33	Library Technician	NIC	NIC	NIC
34	Research Technician	NIC	NIC	NIC
35	Human Resources Analyst	NIC	NIC	NIC
36	Systems Technician	NIC	NIC	NIC
37	Sr. Systems Technician	NIC	NIC	NIC
38	Network Analyst	NIC	NIC	NIC

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
39	Sr. Network Analyst	NIC	NIC	NIC
40	Web Content Strategist	NIC	NIC	NIC
41	Intern	NIC	NIC	NIC

*END OF SCHEDULE*

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

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
1	Administrative Coordinator I	[\$TBD]	[\$TBD]	[\$TBD]
2	Administrative Coordinator II	[\$TBD]	[\$TBD]	[\$TBD]
3	Secretary I	[\$TBD]	[\$TBD]	[\$TBD]
4	Secretary II	[\$TBD]	[\$TBD]	[\$TBD]
5	File Clerk	[\$TBD]	[\$TBD]	[\$TBD]
6	Mail Room Clerk	[\$TBD]	[\$TBD]	[\$TBD]
7	Receptionist	[\$TBD]	[\$TBD]	[\$TBD]
8	Office Technician	[\$TBD]	[\$TBD]	[\$TBD]
9	Office Assistant	[\$TBD]	[\$TBD]	[\$TBD]
10	Data Entry Clerk	[\$TBD]	[\$TBD]	[\$TBD]
11	Accounting Clerk	[\$TBD]	[\$TBD]	[\$TBD]
12	Sr. Accounting Clerk	[\$TBD]	[\$TBD]	[\$TBD]
13	Accounting Technician	[\$TBD]	[\$TBD]	[\$TBD]
14	Accountant I	[\$TBD]	[\$TBD]	[\$TBD]
15	Accountant II	[\$TBD]	[\$TBD]	[\$TBD]
16	Accountant III	[\$TBD]	[\$TBD]	[\$TBD]
17	Paralegal I	[\$TBD]	[\$TBD]	[\$TBD]

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
18	Paralegal II	[\$TBD]	[\$TBD]	[\$TBD]
19	Paralegal III	[\$TBD]	[\$TBD]	[\$TBD]
20	Attorney I	[\$TBD]	[\$TBD]	[\$TBD]
21	Attorney II	[\$TBD]	[\$TBD]	[\$TBD]
22	Attorney III	[\$TBD]	[\$TBD]	[\$TBD]
23	Staff Analyst I	[\$TBD]	[\$TBD]	[\$TBD]
24	Staff Analyst II	[\$TBD]	[\$TBD]	[\$TBD]
25	Staff Analyst III	[\$TBD]	[\$TBD]	[\$TBD]
26	Editor	[\$TBD]	[\$TBD]	[\$TBD]
27	Graphic Designer	[\$TBD]	[\$TBD]	[\$TBD]
28	Contract Specialist I	[\$TBD]	[\$TBD]	[\$TBD]
29	Contract Specialist II	[\$TBD]	[\$TBD]	[\$TBD]
30	Contract Specialist III	[\$TBD]	[\$TBD]	[\$TBD]
31	Help Desk Assistant	[\$TBD]	[\$TBD]	[\$TBD]
32	Assistant Librarian	[\$TBD]	[\$TBD]	[\$TBD]
33	Library Technician	[\$TBD]	[\$TBD]	[\$TBD]
34	Research Technician	[\$TBD]	[\$TBD]	[\$TBD]
35	Human Resources Analyst	[\$TBD]	[\$TBD]	[\$TBD]
36	Systems Technician	[\$TBD]	[\$TBD]	[\$TBD]
37	Sr. Systems Technician	[\$TBD]	[\$TBD]	[\$TBD]
38	Network Analyst	[\$TBD]	[\$TBD]	[\$TBD]

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

<i>No.</i>	<i>Position Title</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
39	Sr. Network Analyst	[\$TBD]	[\$TBD]	[\$TBD]
40	Web Content Strategist	[\$TBD]	[\$TBD]	[\$TBD]
41	Intern	[\$TBD]	[\$TBD]	[\$TBD]

*END OF SCHEDULE*



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

<i>No.</i>	<i>Position Title</i>	<i>For Subcontractor(s) as Specified</i>	<i>Rates – Initial Term</i>	<i>Rates – 1st Option Term</i>	<i>Rates – 2nd Option Term</i>
1	NIC	NIC	NIC	NIC	NIC

*END OF SCHEDULE*

**EXHIBIT E**  
**DESCRIPTION OF SERVICES**

1. General Information

- A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.
- B. The Human Resources Division of the AOC provides the full range of human resources services to California judicial officers and to employees of the appellate courts, the AOC, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP).

2. General Description of Work

In general, the Contractor will be asked to provide the following work:

- A. Pursuant to Work Orders issued under this Master Agreement, perform temporary staffing agency services throughout the term(s) of the Master Agreement, in accordance with Exhibit B, Special Provisions, paragraph 36, Agreement Term.
- B. Staff temporary job openings, on request and in the requested time frame, with individuals who possess the required qualifications to perform the job to the fullest capacity.
- C. The Contractor will endeavor to continue providing the AOC with the temporary services of any temporary staff who were providing temporary services through the AOC's previous temporary staffing services provider, just prior to the Effective Date of this Master Agreement, should the need for the continued temporary services exist.
- D. Provide regular daily follow-up with the Project Manager on temporary positions that have not been filled.
- E. If unable to provide qualified candidates through its database, use subcontracted temporary staffing agency firm(s) to provide qualified candidates.

- F. Provide conduct and background checks, and past employee references for selected candidates within a reasonable time frame.
- G. Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates, and cost or hours to fulfill for temp-to-hire conversion, if any.
- H. Provide a detailed monthly temporary staffing report, which will include at least: name of employee, AOC unit in which temporary employee worked, start and end dates (or anticipated end date), billing rate, classification, total regular hours worked, total overtime hours worked, and total amount invoiced.
- I. Provide a single point of contact to support the entire AOC account, allowing the AOC to interview potential replacements in the event a change of the point of contact is required.

3. Assignment Request

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

4. Recruiting, Interviewing and Selection

- A. The Contractor will pre-qualify the prospective candidates to determine acceptability and the candidate's ability to meet the requirements of the Assignment, including but not limited to, skill level, flexibility, professionalism, and communication skills.
- B. The Contractor will verify the prospective candidates' employment information and references. The Contractor shall conduct personal background checks, including criminal background checks at the county level (e.g. counties of residence for the last seven years) and at the federal district level (e.g. Federal District Court, Northern California), on all prospective candidates within one week of beginning an Assignment under this Agreement. The actual cost for any background checks will be paid by the State from a Work Order.
- C. The Contractor will inform all prospective candidates of the Contractor's requirements and the prospective candidate's obligations pursuant to this Exhibit's paragraph 5, Administrative Requirements, below, if the candidate is selected to provide temporary services to the State.

5. Administrative Requirements

The Contractor shall inform all Assigned Personnel that: (i) said Assigned Personnel is not entitled to the provision of any State employee benefit, as required in Exhibit B, Special Provisions, paragraph 8, Contractor's And Subcontractor's Personnel Are Not Employees of the State; and (ii) said Assigned Personnel is bound by the terms and conditions of Exhibit B, Special Provisions, paragraph 26, Conflict of Interest.

6. Use of Approved Subcontractors

- A. Pursuant to Exhibit B, Special Provisions, paragraph 10, Subcontracting, the Contractor may utilize Subcontractors for the work of this Agreement.
- B. All Assigned Personnel that are submitted through an approved Subcontractor will be required to meet the same requirements as Assigned Personnel submitted directly by the Contractor.
- C. For Assigned Personnel submitted through approved Subcontractors, Exhibit C, Payment Provisions, and Exhibit D, Schedules, addresses applicable Subcontractor Billing Rates and Billing Rates with Subcontractor Mark-up.

7. New Subcontractor and/or New Classification and Rates

- A. Upon the Project Manager's request and on a case-by-case basis, the Account Manager will provide the following, in writing, to the AOC's Business Services Manager and the Project Manager, as applicable: (i) quote a new Salary Rate, or Subcontractor Billing Rate, for a Classification, which is not set forth in Exhibit F,

Classifications, or (ii) propose a new Subcontractor's name, address, and qualifications, as needed, and quote a new Subcontractor Billing Rate for the applicable Classification, as set forth in Exhibit F, Classifications.

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

8. Authorization of Work Order

- A. Upon completion of the selection process, in accordance with this Exhibit's paragraph 4, Recruiting, Interviewing and Selection, above, the Project Manager will forward the Work Order to the Account Manager; thereby providing the Contractor an authorized Work Order.
- B. Any Work Order issued shall be in a form substantially similar to this Agreement's Attachment 2, Sample Work Order Template.

9. Termination of Assignment and Conversion

- A. Termination of an Assignment is set forth under this paragraph 9; termination of a Work Order, or the Agreement, in whole or in part, is addressed under Exhibit A, Standard Provisions, paragraph 3, Termination for Cause; Exhibit B, Special Provisions, paragraph 4, Termination Other Than for Cause; or Exhibit B, Special Provisions, paragraph 5, State's Obligation Subject to Availability of Funds, as applicable.
- B. The Contractor is responsible for informing the Assigned Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.
- C. If the Assignment is terminated for unsatisfactory performance, the Contractor shall: (i) contact the Assigned Personnel as directed by the State and inform the Assigned Personnel that the Assignment has been terminated; (ii) arrange for next-day pick up of any badge, security card, Material or Data that the Assigned Personnel may have in their possession and its return to the State; and (iii) arrange for pick up of any

personal items left at the State's premises on the following business day and return of such items to the Assigned Personnel.

- D. When an Assignment is ended for other than unsatisfactory performance, the State will, if it is reasonably able to do so, provide the Contractor Notice five (5) Days prior to the date of termination. Upon such Notice, the Contractor shall: (i) inform the Assigned Personnel of the date that the Assignment will terminate; (ii) instruct the Assigned Personnel that any badge, security card, Material or Data that the Assigned Personnel may have in their possession must be returned to the State on the last day of the Assignment; and (iii) request that the Assigned Personnel remove any personal items left at the State's premises on the last day of the Assignment.
- E. An Assignment may be terminated by the State, at no charge to the State, if the State elects to hire the Assigned Personnel as an employee, as allowed, after the Conversion Period, which is after the Assigned Personnel has performed [TBD] hours of work for the State.
- F. See Exhibit B, Special Provisions, paragraph 17, Replacement of Contractor's Personnel, for conditions pertaining to replacement of Assigned Personnel or Key Staff.

10. Reports

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

*END OF EXHIBIT*

**EXHIBIT F  
CLASSIFICATIONS**

<i>Title</i>	<i>Description</i>
<b>ADMINISTRATIVE COORDINATOR I</b>	<ul style="list-style-type: none"> <li>○ Experience providing complex administrative support for projects or programs;</li> <li>○ Intermediate-to-advanced working knowledge of specified computer applications such as: MS Word, Excel, Access, PowerPoint, Email, Internet, etc.;</li> <li>○ Ability to effectively research, compile, and summarize data and information;</li> <li>○ Ability to prepare clear, concise reports, correspondence, and other written materials;</li> <li>○ Ability to organize and coordinate multiple work activities;</li> <li>○ Knowledge of office and administrative practices and procedures; and</li> <li>○ Ability to communicate effectively in English, orally and in writing.</li> </ul>
<b>ADMINISTRATIVE COORDINATOR II</b>	<p>Knowledge &amp; skills of Administrative Coordinator, plus:</p> <ul style="list-style-type: none"> <li>○ Competence to independently perform the full range of administrative support duties;</li> <li>○ Exercises significant independence in performing a broad variety of administrative support duties within general guidelines; and</li> <li>○ Requires less supervision than Administrative Coordinator.</li> </ul>
<b>SECRETARY I</b>	<ul style="list-style-type: none"> <li>○ One-to-two years of standard secretarial and office practice and procedures experience (including filing &amp; business letter writing);</li> <li>○ Intermediate working knowledge of specified computer applications such as: MS Word, Excel, PowerPoint, Email, Internet, Calendar software;</li> <li>○ Experience with safely operating standard office equipment;</li> <li>○ Ability to compose correspondence independently or from brief instructions;</li> <li>○ Ability to type 55 wpm;</li> <li>○ Good phone skills;</li> <li>○ Good organizational and interpersonal skills;</li> <li>○ Experience taking meeting minutes; and</li> <li>○ Ability to communicate effectively in English, orally and in</li> </ul>

<i>Title</i>	<i>Description</i>
	writing.
<b>SECRETARY II</b>	Knowledge & skills of Secretary, plus: <ul style="list-style-type: none"> <li>○ Competence to independently perform the full range of secretarial duties and demonstrate an increasing knowledge of organizational structure and protocol.</li> </ul>
<b>FILE CLERK</b>	Knowledge of: <ul style="list-style-type: none"> <li>○ Records maintenance procedures and techniques, including inventorying, filing, sorting, duplicating, distributing, maintaining, storing, and disposing of records;</li> <li>○ Microfilming processes and records management equipment, including camera duplicator, densitometer, processor, reader/printer, and shredder;</li> <li>○ Hazardous materials handling and disposal;</li> <li>○ Basic safety principles, practices, equipment, and materials related to the work; and</li> <li>○ The operation of personal computers and the use of specified computer applications, such as word processing and data entry.</li> </ul>
<b>MAIL ROOM CLERK</b>	<ul style="list-style-type: none"> <li>○ Experience with safely operating a variety of office, mail, and copy equipment;</li> <li>○ Knowledge of basic office practices and procedures;</li> <li>○ Ability to understand and follow oral and written directions;</li> <li>○ Ability to sort, deliver, and process mail accurately &amp; efficiently;</li> <li>○ Ability to transport materials weighing up to 50 lbs.;</li> <li>○ Attention to detail; and</li> <li>○ Good customer service skills.</li> </ul>
<b>RECEPTIONIST</b>	<ul style="list-style-type: none"> <li>○ Ability to handle a multi-line telephone and/or paging system;</li> <li>○ Ability to communicate effectively in English;</li> <li>○ Knowledge of basic office practices and procedures;</li> <li>○ Ability to determine the nature of a call or visit quickly and to appropriately and professionally direct the call or visitor;</li> <li>○ Ability to handle multiple tasks simultaneously, while maintaining a good attitude;</li> <li>○ Basic working knowledge of specified computer applications such as: MS Word, Excel, Email, Internet, etc.; and</li> <li>○ Ability to understand and follow oral and written directions.</li> </ul>



<i>Title</i>	<i>Description</i>
<b>OFFICE TECHNICIAN</b>	<ul style="list-style-type: none"> <li>○ Knowledge of basic office practices and procedures;</li> <li>○ Ability to understand and follow oral and written directions;</li> <li>○ Ability to safely operate a variety of office support equipment, such as electric paper cutter, binding machine, and mail/envelope insertion equipment;</li> <li>○ Ability to maintain accurate records of work performed;</li> <li>○ Ability to transport materials weighing up to 60 pounds;</li> <li>○ Attention to detail; and</li> <li>○ Ability to comply with health and safety codes.</li> </ul>
<b>OFFICE ASSISTANT</b>	<ul style="list-style-type: none"> <li>○ Basic working knowledge of specified computer applications such as: MS Word, Excel, Access, PowerPoint, Email, Internet, etc.;</li> <li>○ Knowledge of office and administrative practices and procedures;</li> <li>○ Experience with safely operating standard office equipment;</li> <li>○ Ability to organize and maintain accurate files and records;</li> <li>○ Good attention to detail and accuracy;</li> <li>○ Ability to understand and follow oral and written directions; and</li> <li>○ Ability to communicate effectively in English, orally and in writing.</li> </ul>
<b>DATA ENTRY CLERK</b>	<ul style="list-style-type: none"> <li>○ Basic working knowledge of specified computer applications such as: MS Word, Excel, Access, etc.;</li> <li>○ Good transcription skills;</li> <li>○ Excellent 10-key and/or keyboard skills;</li> <li>○ Ability to organize and maintain accurate files and records;</li> <li>○ Good attention to detail and accuracy; and</li> <li>○ Ability to understand and follow oral and written directions.</li> </ul>
<b>ACCOUNTING CLERK</b>	<ul style="list-style-type: none"> <li>○ Knowledge of office and administrative practices and procedures;</li> <li>○ Basic working knowledge of specified computer applications such as: MS Word, Excel, Access, etc.;</li> <li>○ Knowledge of correct business English, including spelling, grammar, and punctuation;</li> <li>○ Knowledge of business arithmetic;</li> <li>○ Knowledge of accounting terminology and practices, and account coding methodology;</li> <li>○ Experience reviewing financial documents for completeness and accuracy;</li> <li>○ Experience with accounting internal control practices; and</li> </ul>

<i>Title</i>	<i>Description</i>
	<ul style="list-style-type: none"> <li>○ Ability to make accurate arithmetic calculations.</li> </ul>
<b>SR. ACCOUNTING CLERK</b>	<p>Knowledge &amp; Skills of Accounting Clerk, plus:</p> <ul style="list-style-type: none"> <li>○ Exercises significant independence in performing a broad variety of accounting clerk duties within general guidelines;</li> <li>○ Competence to independently perform the full range of accounting clerk duties; and</li> <li>○ Requires less supervision than Accounting Clerk.</li> </ul>
<b>ACCOUNTING TECHNICIAN</b>	<p>Equivalent to an Associate degree, preferably with major course work in accounting, and two years of experience performing accounting operations work.</p> <p>Knowledge of:</p> <ul style="list-style-type: none"> <li>○ Principles and practices of financial record keeping;</li> <li>○ The operation of personal computers and the use of specified computer applications, such as word processing, spreadsheets, and financial systems;</li> <li>○ Business arithmetic;</li> <li>○ Basic office practices and procedures; and</li> <li>○ Basic practices of reviewing financial documents for completeness and accuracy.</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>○ Learn and apply governmental accounting rules and regulations;</li> <li>○ Perform detailed financial office support work;</li> <li>○ Review source documents for completeness and accuracy;</li> <li>○ Review, post, balance, and reconcile financial records; and</li> <li>○ Communicate effectively in English, orally and in writing.</li> </ul>
<b>ACCOUNTANT</b>  <b>I:</b> 2-4 years of experience; <b>II:</b> 4-6 years of experience; and <b>III:</b> 6+ years of experience	<p>Equivalent to possession of a Bachelor's degree, preferably with major course work in accounting, and three years of professional accounting experience.</p> <p>Knowledge of:</p>

<i>Title</i>	<i>Description</i>
	<ul style="list-style-type: none"> <li>○ Generally accepted accounting principles, practices, and procedures;</li> <li>○ Principles, practices, and applications of general, fund, and governmental accounting;</li> <li>○ Principles and practices of auditing and reviewing financial documents;</li> <li>○ Principles and practices of budget administration;</li> <li>○ Principles of financial data collection and control; and</li> <li>○ Principles and practices of grant preparation, administration, and auditing.</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>○ Interpret, explain, and apply principles and practices of general, fund, and governmental accounting;</li> <li>○ Interpret, explain, and apply requirements, rules and regulations related to various funding sources;</li> <li>○ Review and audit financial documents for completeness and accuracy;</li> <li>○ Review, post, and balance financial data;</li> <li>○ Generate and reconcile financial reports using an automated financial system; and</li> <li>○ Communicate effectively in English, orally and in writing.</li> </ul>
<p><b>PARALEGAL</b></p> <p><b>I:</b> 2-4 years of experience;  <b>II:</b> 4-6 years of experience; and  <b>III:</b> 6+ years of experience.</p>	<ul style="list-style-type: none"> <li>○ Ability to analyze information;</li> <li>○ Good research skills;</li> <li>○ Experience drafting legal documents;</li> <li>○ Ability to do legal research on Nexis/Lexis library databases;</li> <li>○ Possess summarization, discovery, and indexing skills;</li> <li>○ Paralegal certificate desirable;</li> <li>○ Intermediate working knowledge of specified computer applications such as: MS Word, Excel, PowerPoint, Email, Internet, Calendar software;</li> <li>○ Good organizational and interpersonal skills; and</li> <li>○ Ability to communicate effectively in English, orally and in writing.</li> </ul>
<p><b>ATTORNEY</b></p> <p><b>I:</b> 2-4 years of experience;  <b>II:</b> 4-6 years of experience; and</p>	<p>Admission to the State Bar of California and relevant post-bar experience in a legal setting, such as a private law practice, corporation, government agency, law school, court, or legal publishing company; or performing a broad range of legal duties relating to the</p>

<i>Title</i>	<i>Description</i>
<b>III:</b> 6+ years of experience.	courts, such as: <ul style="list-style-type: none"> <li>○ Analysis and drafting of legal and policy memoranda;</li> <li>○ Involvement in legal publishing, legislation, or contracts,</li> <li>○ Providing legal or judicial education; or</li> <li>○ Staffing committees.</li> </ul>
<b>STAFF ANALYST  (SPECIFY DISCIPLINE  ON WORK ORDER)</b>  <b>I:</b> 2-4 years of experience; <b>II:</b> 4-6 years of experience; and <b>III:</b> 6+ years of experience.	Equivalent to possession of a bachelor's degree.  Knowledge of: <ul style="list-style-type: none"> <li>○ Principles and practices of public administration;</li> <li>○ Principles of organizing and summarizing data and information;</li> <li>○ The operation of personal computers and the use of specified computer applications, such as word processing and spreadsheets;</li> <li>○ Principles and techniques of preparing effective oral presentations;</li> <li>○ Principles and techniques of preparing a variety of effective written materials; and</li> <li>○ Basic principles and techniques of the quantitative and qualitative analysis of data.</li> </ul> Ability to: <ul style="list-style-type: none"> <li>○ Interpret, explain, and apply requirements, rules, and regulations related to issues in the assigned program area;</li> <li>○ Analyze and solve problems;</li> <li>○ Research, compile, analyze, and summarize information and data;</li> <li>○ Prepare clear and concise reports, correspondence, and other written materials; and</li> <li>○ Communicate effectively in English, orally and in writing.</li> </ul>
<b>EDITOR</b>	<ul style="list-style-type: none"> <li>○ Knowledge of the basic principles of effective communication &amp; language mechanics in English;</li> <li>○ Knowledge of established editorial conventions &amp; procedures;</li> <li>○ Knowledge of legal terminology, legal citation style, and principles of basic legal research;</li> <li>○ Knowledge of basic publishing methodology, including typesetting and design software, etc.;</li> <li>○ Knowledge of desktop publishing software;</li> <li>○ Principles and techniques of preparing effective oral presentations</li> </ul>

<i>Title</i>	<i>Description</i>
	<p>and effective written materials;</p> <ul style="list-style-type: none"> <li>○ Ability to write clear, concise copy; and</li> <li>○ Ability to communicate effectively in English, orally and in writing.</li> </ul>
<b>GRAPHIC DESIGNER</b>	<p>Knowledge of:</p> <ul style="list-style-type: none"> <li>○ Advanced principles and practices of graphics and book design, including typefaces, type design and history, illustration techniques, and design styles;</li> <li>○ PC and Macintosh platforms, including Windows and Macintosh operating systems and utilities software;</li> <li>○ Advanced proficiency with a variety of design and graphics software, including page layout, illustration, slide presentation, and image manipulation applications;</li> <li>○ Peripheral equipment, including graphic tablet, scanner, removable storage devices; and output devices, including printers and high-resolution imagesetters;</li> <li>○ Prepress and printing terms, materials, processes, and procedures;</li> <li>○ Principles and processes of electronic publishing;</li> <li>○ Language, grammar, AOC and/or other editorial style guides, and proofreading marks;</li> <li>○ Printing terms and processes; and</li> <li>○ Basic principles of Internet and Web structure.</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>○ Skillfully apply an advanced sense of design aesthetics that accurately conveys and reinforces an underlying textual message;</li> <li>○ Create original illustrations with minimal reliance on pre-existing visuals such as clip art or stock photographs;</li> <li>○ Use initiative and independent judgment within established procedural guidelines;</li> <li>○ Organize, prioritize, and coordinate multiple work activities and meet critical deadlines with minimal supervision;</li> <li>○ Install and operate at an advanced level, design and graphics software, including page layout, illustration, slide presentation, and image manipulation applications;</li> <li>○ Without supervision, configure, troubleshoot, and maintain computers and all peripheral equipment;</li> <li>○ Prepare final artwork for press as well as electronic media;</li> </ul>

<i>Title</i>	<i>Description</i>
	<ul style="list-style-type: none"> <li>○ Convert documents among systems;</li> <li>○ Communicate effectively in English, orally and in writing;</li> <li>○ Work effectively as part of a project team; and</li> <li>○ Establish and maintain effective working relationships with those contacted in the course of the work.</li> </ul>
<p><b>CONTRACT SPECIALIST</b></p> <p><b>I:</b> 2-4 years of experience;  <b>II:</b> 4-6 years of experience; and  <b>III:</b> 6+ years of experience.</p>	<p>Knowledge of:</p> <ul style="list-style-type: none"> <li>○ Principles and practices of acquisition planning, development, and implementation;</li> <li>○ Contract administration and termination techniques;</li> <li>○ Price/cost analysis techniques;</li> <li>○ Contract types, methods, and techniques including cost and incentive contracting, award fee, cost-sharing arrangements, processing of unsolicited proposals, and multiple awards;</li> <li>○ Contract negotiation techniques;</li> <li>○ Laws, regulations, and rules associated with contract development, administration, and termination; and</li> <li>○ The operation of personal computers and the use of specified computer applications, such as word processing and spreadsheets.</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>○ Conduct price/cost analyses;</li> <li>○ Prepare a variety of contracts for equipment, goods, and services;</li> <li>○ Negotiate contracts;</li> <li>○ Manage, administer, monitor, and terminate contracts; and</li> <li>○ Communicate effectively in English, orally and in writing.</li> </ul>
<p><b>HELP DESK ASSISTANT</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>○ Minimum of one year experience providing Customer Service/Helpdesk phone technical customer support;</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>

<i>Title</i>	<i>Description</i>
<b>ASSISTANT LIBRARIAN</b>	<p>Equivalent to possession of a master's degree in library science.</p> <p>Knowledge of:</p> <ul style="list-style-type: none"> <li>○ Operation of a research library;</li> <li>○ Principles, practices, procedures, and trends of professional library work;</li> <li>○ The operation of personal computers and use of specified computer applications needed for legal and public policy reference and research, word processing, and spreadsheets;</li> <li>○ Problem-solving and conflict resolution methods and techniques; and</li> <li>○ Principles and techniques for preparing a variety of effective written materials.</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>○ Participate in developing and implementing goals, objectives, policies, procedures, and work standards associated with operating a research library;</li> <li>○ Instruct, train, and assist staff, including analysts, attorneys, externs, and other staff members in library usage;</li> <li>○ Perform intermediate-level legal and public policy reference and research;</li> <li>○ Apply problem-solving and conflict resolution methods;</li> <li>○ Communicate effectively in English, orally and in writing;</li> <li>○ Transport books and boxes of books weighing up to approximately 40 pounds; and</li> <li>○ Operate personal computers and use specified computer applications for legal and public policy reference and research, word processing, and spreadsheets.</li> </ul>
<b>LIBRARY TECHNICIAN</b>	<ul style="list-style-type: none"> <li>○ Knowledge of a research library's practices and procedures and the use of standard library resources;</li> <li>○ Understanding of the basic principles and techniques of library classification, cataloging, research, and reference work;</li> <li>○ Good recordkeeping principles and practices;</li> <li>○ Working knowledge of specified computer applications such as: MS Word, Excel, PowerPoint, Email, Internet, etc.;</li> <li>○ Ability to perform a full range of paraprofessional library duties</li> </ul>

<i>Title</i>	<i>Description</i>
	<p>accurately;</p> <ul style="list-style-type: none"> <li>○ Ability to safely operate a variety of standard office equipment;</li> <li>○ Ability to transport library materials weighing up to 40 lbs.;</li> <li>○ Ability to organize own work, set priorities, and meet deadlines; and</li> <li>○ Ability to communicate effectively in English, orally and in writing.</li> </ul>
<b>RESEARCH TECHNICIAN</b>	<ul style="list-style-type: none"> <li>○ Knowledge of substantive and procedural legal principles and applications;</li> <li>○ Knowledge of legal research methods and principles of administrative and constitutional law;</li> <li>○ Ability to perform legal research, including computerized legal research, and apply legal principles and precedents to particular set of facts;</li> <li>○ Good analytical skills;</li> <li>○ Working knowledge of specified computer applications such as: MS Word, Excel, PowerPoint, Email, Internet, etc.; and</li> <li>○ Ability to communicate effectively in English, orally and in writing.</li> </ul>
<b>HUMAN RESOURCES ANALYST</b>	<ul style="list-style-type: none"> <li>○ Minimum two years of Human Resources (HR) experience;</li> <li>○ Strong analytical skill;</li> <li>○ Strong written and oral communication skills;</li> <li>○ Experience communicating with executive-level managers;</li> <li>○ Intermediate-to-advanced working knowledge of specified computer applications such as: MS Word, Excel, Access, PowerPoint, Email, Internet, etc.;</li> <li>○ Experience with an HR system, preferably PeopleSoft; and Knowledge of business theory and practices.</li> </ul>
<b>SYSTEMS TECHNICIAN</b>	<p>Equivalent to graduation from high school and a total of two 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>Ability to:</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> </ul>



<i>Title</i>	<i>Description</i>
	<ul style="list-style-type: none"> <li>○ Operate, monitor, and optimize the performance of local area networks.</li> </ul>
<p><b>SR. SYSTEMS TECHNICIAN</b></p>	<p>Knowledge &amp; skills of Systems Technician, plus:</p> <ul style="list-style-type: none"> <li>○ Experience in project management and working with interdepartmental, cross-functional groups and teams;</li> <li>○ Advanced management 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> <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>○ Ability to transport (and lift) equipment up to 60 pounds.</li> </ul> <p>Ability to:</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>○ 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>NETWORK ANALYST</b></p>	<ul style="list-style-type: none"> <li>○ Two years plus hands-on experience with Cisco networking technologies (routers, switches, etc) and implementing network/data communications best practices in a large environment; and</li> <li>○ Formal class training in Cisco LAN Switch Configuration and/or Cisco Internetworking configuration desirable.</li> </ul>

<i>Title</i>	<i>Description</i>
<b>SR. NETWORK ANALYST</b>	<p>Desirable licenses and certificates:</p> <ul style="list-style-type: none"> <li>○ Microsoft Certified Professions: Product Specialist certificate in a Windows 2003/2007 and XP/Vista environment; and</li> <li>○ Cisco certifications in Network design and troubleshooting in large LAN/WAN environments.</li> </ul> <p>Experience with Cisco switches and routers; TCP/IP; Microsoft operating systems (XP/Vista); Microsoft Active Directory (AD) principles and administration; UNIX; Sun Solaris; HP Openview and CiscoWorks applications; NetApp applicances; Windows 2003/2007 Server; Firewall, proxy server, Sendmail, DNS operations; X.500, LDAP, and SNMO protocols; Web security/authorization tools; and have excellent customer service skills in a large enterprise environment.</p> <ul style="list-style-type: none"> <li>○ Maintains local and wide-area networks;</li> <li>○ Develops and implements project plans;</li> <li>○ Monitors usage, troubleshoots problems, and adds new users;</li> <li>○ Manages routers, DNS/DHCP, and firewall;</li> <li>○ Analyzes technical problems and provides alternative solutions regarding hardware, operating systems software, etc; and</li> <li>○ Monitors compliance with computer and cable-plant specifications and requirements provided to contractors for construction projects.</li> </ul> <p>Knowledge of:</p> <ul style="list-style-type: none"> <li>○ Principles of integrating multiple hardware platforms in a LAN/WAN environment; and Principles of system design, telecommunications protocols, and Internet architectures;</li> <li>○ Cisco Voice of Internet Protocol (VoIP) infrastructure; and</li> <li>○ Audio / Visual (A/V) connectivity over IP using Polycom and/or Tangburg hardware.</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>○ Conceptualize and integrate systems within an enterprise-wide information systems architecture;</li> <li>○ Prepare formal business requests for various products and services;</li> <li>○ Read and understand complex technical materials and apply knowledge derived from them;</li> <li>○ Maintain and apply current technical knowledge and capable to multi-task and prioritize;</li> <li>○ Communicate effectively in English, orally and in writing;</li> <li>○ Establish and maintain effective working relationships; and</li> </ul>

<i>Title</i>	<i>Description</i>
	<ul style="list-style-type: none"> <li>○ Ability to lift forty (40) pounds and work in close quarters (i.e. network sub-closets).</li> </ul>
<b>WEB CONTENT STRATEGIST</b>	<ul style="list-style-type: none"> <li>○ Equivalent to possession of a bachelor's degree, preferably with major course work in communications or closely related field;</li> <li>○ Experience in a lead role developing content strategies for the web and contributing to editorial platforms;</li> <li>○ Proven experience working with Enterprise Content Management systems, preferably in deployment and implementation planning;</li> <li>○ Strong content and user experience skills;</li> <li>○ Proven project management experience; and</li> <li>○ Experience working in collaborative environments.</li> </ul>
<b>INTERN</b>	<ul style="list-style-type: none"> <li>○ Knowledge of basic office practices and procedures;</li> <li>○ Ability to understand and follow oral and written directions;</li> <li>○ Knowledge of basic safety principles and practices of an office environment; and</li> <li>○ Good organizational and interpersonal skills.</li> </ul>

*END OF EXHIBIT*

**EXHIBIT G**  
**CONTRACTOR'S KEY STAFF**

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

TABLE 1 – KEY STAFF

<b>Name of Key Staff</b>	<b>Role</b>
[TBD]	Account Manager

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

*END OF EXHIBIT*

**EXHIBIT H  
ATTACHMENTS**

This Exhibit includes the following forms:

- 1) Attachment 1, Temporary Services Employee Agreement Form
- 2) Attachment 2, Sample Work Order Template

*END OF EXHIBIT*

**EXHIBIT H**  
**ATTACHMENT 1**  
**TEMPORARY SERVICES EMPLOYEE AGREEMENT FORM**

FOR GOOD CONSIDERATION, and in consideration of being assigned by \_\_\_\_\_ (“Agency”) and providing temporary services to the Judicial Council of California, Administrative Office of the Courts (“AOC”), I hereby agree and acknowledge:

1. That during the course of my assignment at the AOC 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 AOC’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 AOC’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 at the AOC 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 AOC.
  - b) I shall not acquire any right or title to the Confidential Information.
4. I agree that upon termination of my assignment with the AOC, I shall return to the AOC all Confidential Information, documents and property of the AOC, 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 AOC’s business, or in any

- way obtained by me during the course of my assignment at the AOC. 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 AOC, 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 at the AOC shall be treated as if it were "work for hire" for the AOC and I will immediately disclose to the AOC 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 AOC.
  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 AOC, and I hereby assign all right, title, and interest that I may have in such data, materials, and Creations to the AOC, without any additional compensation and free of all liens and encumbrances of any type. Upon the Agency's or the AOC's written request, I shall immediately provide the AOC with all such data, materials, and Creations and execute any assignment requested by the AOC.
  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 AOC without prior written permission from the AOC's Business Services Manager.
  9. During the course of my assignment at the AOC 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 AOC in a professional manner and I will not disclose any private information of the State that is obtained in the performance of providing such services that if disclosed to third parties may be damaging to the AOC.
  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.

Request for Proposal Number HR 07-08-SS  
Attachment B  
Master Agreement Terms

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 ATTACHMENT*