

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



This contract for services ("Agreement") is made and entered into the **1st day of January 2023** (the "Effective Date") by and between **ACI Enterprises, Inc. (DBA ACI Specialty Benefits)**, a California S-Corporation with its principal place of business at 5405 Morehouse Drive, Suite 200, San Diego, CA 92121 hereafter referred to as "ACI" and **Superior Court of California, County of San Bernardino** with its principal place of business at 247 West Third Street, 11th Floor, San Bernardino, CA 92415-0302, hereafter referred to as "The Company." ACI is an independent contractor and not an employee of the Court.

RECITALS

- A. This Agreement will provide and arrange or the provision of ACI's program services to The Company employees and all family members of such employees ("Participants") in accordance with the terms and conditions of this Agreement. ACI must obtain the Court's written permission in advance before it can reassign the contract.
- B. The Company will pay periodic fees to ACI for the provision of program services to Participants as outlined in Section VI. Period Fees and Participant Charges.

AGREEMENT

Now, therefore, in consideration of the above, ACI and The Company agrees as follows:

I. CONTRACT DOCUMENTS

Incorporated by reference into this Agreement are the following:

- A. This Service Agreement
- B. Exhibit A: Benefit Summary
- C. Exhibit B: Services - Short Form Agreement Terms

II. REPRESENTATIVES

For The Company

Anabel Z. Romero
Court Executive Officer
247 West Third Street, 11th Floor
San Bernardino, CA 92415-0302

For ACI

Keith Wasley
President
100 North Pennsylvania Avenue
Wilkes-Barre, PA 18701

III. PROJECT MANAGERS

For The Company

Susan Zenzen
Benefits and Payroll Administrator
247 West Third Street, 11th Floor
San Bernardino, CA 92415-0302

For ACI

Sandy Glashaw
Director of Client Relationships
5405 Morehouse Drive, Suite 200
San Diego, CA 92121

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



IV. DEFINITIONS

- A. **Employee or employee:** A judicial officer of the Court or a person employed by the Court
- B. **Services:** The services to which Participants are entitled under this Agreement, and the services to be provided to The Company hereunder, as set forth in Exhibit A-Benefits Summary
- C. **Short-Term Sessions:** A block of sessions available under the program intended to be applied to situations in which the EAP Case Manager believes that the presenting issues can be reasonably and appropriately resolved in the sessions allotted and defined in Exhibit A.
- D. **Provider Network:** A network of professionals licensed by the state in which they practice.

EAP providers have a minimum education level of master's degree, plus five years of corporate and/or EAP experience. Such professionals are employed by or under contract with ACI to provide services. These professionals are typically MFTs, LCSWs, Psychologists and equivalent as state licensing allows.
- E. **Limitations:** Any provision of this Agreement which restricts services and/or products.
- F. **Coverage:** Any employee of The Company and any family member associated with that employee.
- G. **CISM:** Critical Incident Stress Management. The totality of services provided in relation to an incident of traumatic event affecting The Company
- H. **CISD:** Critical Incident Stress Debriefing - A meeting and discussion either on-site or on-line (via webinar) regarding a qualifying incident. These services are conducted by specially trained and qualified ACI Network Providers.
- I. **Personal Services:** Similar to concierge, personal services offer information and referrals, on an unlimited basis, for any type of personal convenience in the broad category of personal service. ACI acts as an information service only and does not cover the cost of services nor does ACI guarantee delivery and/or quality of service provided by vendors.
- J. **Intake Line:** A 24-7 toll free service to provide urgent provider contact with a distressed Participant.
- K. **Session:** In-person or telephone consultation related to a Participant's concerns. Concerns include but are not limited to behavioral health and wellness, including substance abuse, work, and life issues. Sessions and covered concerns are defined by the program definitions and outlined in Exhibit A.

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



V. SCOPE OF SERVICES

- A. **Employee Assistance Program (EAP):** ACI agrees to provide EAP services which include but are not limited to confidential sessions for diagnosis, referral and short-term problem assessment for issues related to marital, parent-child, alcohol and other drug abuse, emotional, and other personal challenges, or stresses to Participants of The Company. Telephonic models will provide assessment and referral only.
- B. **Work/Life:** ACI agrees to provide customized research, tailored educational materials and referrals on childcare and eldercare topics; unlimited telephone consultation on legal issues and referrals to local attorney when requested; unlimited telephone consultation on financial matters; and access to the financial and legal help page of the ACI website.
- C. **Training:** ACI will conduct employee orientation meetings, management training sessions and other Live N Learn seminars as outlined in Exhibit A. Attendance minimums may apply. ACI requires a three (3) business day notice in order to cancel a scheduled training. Failure to provide such notice may result in a late cancellation fee. Support for lay-offs, downsizing and open-enrollment is a limited benefit. The topics of Cultural Diversity and Sexual Harassment are excluded from EAP offerings. ACI will provide these through outside consultants as requested at an additional cost.
- D. **Critical Incident Response:** ACI will respond with CISM services relating to a distressing and traumatic event occurring in the workplace on an unlimited basis. Each CISD response is limited to two (2) on-site hours per incident unless otherwise noted in Exhibit A. Additional hours are available as a cost pass-through as outlined in Exhibit A.
- E. **Materials:** ACI shall be responsible for supplying all materials necessary to perform the services set forth in Exhibit A. ACI will provide 2,000 printed brochures and wallet cards per year. All materials will be made available electronically or by CD. Additional materials can be purchased by the Company at ACI's actual and reasonable cost. Requested hard copy materials will be shipped to The Company via first class mail. Overnight and express delivery can be provided at an additional cost.
- F. **Access:** ACI will provide access to a toll-free line available 24/7 for counseling and crisis intervention.
- G. **Account Management:** ACI will designate an Account Manager as the main point of contact assisting in the overall design, development, implementation and management of the services.
- H. **Supervisory Referrals:** ACI shall respond to supervisory/job performance referrals with adherence to confidentiality and appropriate job performance recommendations. ACI will provide follow-up as determined by ACI to be necessary, to monitor referred Participants adherence to the agreed course of treatment.

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



- I. **Consultation:** ACI will provide ongoing consultation to include the overall design, development, implementation and management of the program. ACI will provide clinical expertise regarding performance and behavior related issues.
- J. **Reporting:** ACI shall provide The Company with quarterly utilization reports summarizing the service provided, including key metrics and demographic data. Utilization reports are created and standardized by ACI. Special reports may be requested and priced at time of request. In accordance with confidentiality laws and regulations ACI will only provide utilization reports to companies with an employee count of 115 or above. Year End Reports are provided upon request. ACI will allow a review and audit of its records pertaining to the Agreement by the Court or its designees.
- K. **Confidentiality:** Information given to ACI by Participants seeking to access Benefits is considered confidential and is subject to privacy laws and regulations. ACI will release confidential information only upon written authorization by the Participant seeking assistance or an authorized representative. No confidential information will be disclosed without written authorization except under court order or as otherwise required by law. ACI is a HIPAA compliant organization.
- L. **HIPAA Compliance:** ACI warrants that it is compliant with all applicable state and federal laws regarding privacy and confidentiality of health information while performing under this Agreement. ACI may retain and use aggregated, non-individually identifiable data. In addition, ACI shall transport, handle and store Protected Health Information (as identified under HIPAA) and other personal data collected in accordance with all applicable state and federal laws, including without limitation, HIPAA.
- M. **Online Services:** A variety of websites and other online services, including but not limited to email, webinars, texting, are part of the services provided with the program.

VI. LIMITATIONS ON BENEFITS/SERVICES

- A. Services must be obtained from an EAP Provider through ACI. A Participant may obtain Services by calling 800-932-0034. Upon contact, ACI will determine the Participant's eligibility and arrange for Services. Participants must contact ACI for authorization prior to accessing services.
- B. In the event of any major disaster, act of God and/or epidemic, ACI shall provide to the extent practical, according to its best judgment, within the limitations of such facilities and personnel as are then available. ACI shall have no liability to The Company for any delay in providing or failure to provide services under such circumstances.

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



VII. EFFECTIVE DATE OF SERVICES

The Agreement and Initiation of Services as specified in this Agreement will be activated upon two (2) conditions being met:

- A. Receipt of fully executed contract: ACI and The Company must receive at least one original of the Agreement signed by an appropriate representative of ACI and counter-signed by an appropriate representative of The Company; and,
- B. Receipt of the payment of the Periodic Fees outlined in Section V. Periodic Fees and Participant charges.

VIII. PERIODIC FEES AND PARTICIPANT CHARGES

- A. Periodic Fees: ACI shall invoice the Company by January 1, 2023 and The Company shall remit to ACI by January 31, 2023, an annual fee at \$1.19 per-employee-per month for each employee of the Court on record as of November 29, 2022.
- B. Cost of Ongoing Treatment: The Company shall inform all its employees that the cost of any treatment not specifically provided pursuant to the Agreement, shall be the responsibility of the Participant.
- C. Participant Charges: Participants will not be required to make co-payments to EAP or other ACI providers for service. However, a Participant is responsible for paying for the services of any provider outside the ACI referral and network, and other such entities to whom Participant may be referred and whom are not covered by this agreement.

IX. EFFECTIVE DATE OF BENEFITS

- A. Initial Participant: All employees as specified by The Company as of Effective Date of this Agreement and all persons entitled to be Participants through such employees shall be entitled to receive Benefits as of 12:01am of stated Effective Date.
- B. Changes in Employee Count: Changes to the employee count may be made in the following manner:
 - 1. The Company may report employee count changes of 25 (or more) in writing (fax or email),
 - 2. Addition of new employees or the reduction of force may result in changes in the rate and/or invoiced charges.
 - 3. Changes will be reflected in the form of a supplemental invoice, credit toward the next invoicing period, or refund if credit cannot be used before contract expires.
 - 4. Account audit requests must be submitted in writing (fax or email) and received by Billing Department no later than 15 days after the affected coverage period has closed for consideration.

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



X. TERM AND TERMINATION

- A. Termination of Individual Participants: if an employee ceases to meet the eligibility requirements of The Company, the coverage for the Services under this Agreement for such employee, and all other Participants covered for Services through the employee, terminates automatically 30 days from the date of termination after which the employee ceases to meet the requirements of The Company.
- B. Term and Termination of The Company
 - 1. Term: The initial term of this agreement shall be from January 1, 2023 through December 31, 2023. This is a one-year contract. The Court may, at its sole discretion, renew this Agreement under the same terms and conditions and at the same periodic fee per employee per month for two (2) additional one-year terms in consecutive order unless otherwise terminated pursuant to the termination provisions in this Agreement. ("Renewal Terms"). This Agreement may be terminated as provided in Section I of Exhibit B: General Terms and Conditions/Defined Terms.
 - 2. Nonpayment: if The Company fails to pay any amount due to ACI within thirty (30) days after ACI's notice to The Company of and invoiced for the amount due, then ACI may terminate the rights of the Participants involved, effective upon ACI's issuance of notification of cancellation to The Company. Participants may be informed of such suspension.
- C. Extension of Benefits Upon Termination: If federal or state law requires The Company to make services available to certain Participants who lose eligibility for Benefits under this Agreement. The Company shall be solely responsible for complying with all applicable laws governing such continuation coverage, and for notifying eligible persons of the availability, terms, conditions and duration of and of all changes in, such coverage, The above notwithstanding. ACI agrees to assist The Company in complying with such laws, (e.g. COBRA). ACI, in its sol discretion, may agree to continue to make Benefits available to such persons with appropriate compensation for The Company.

XI. COMPLAINTS, GRIEVANCE AND ARBITRATION

- A. Complaint and Grievance Procedure: Participants are entitled to present complaints and grievances involving services; and ACI and providers to ACI are obligated to seek to resolve such complaints and grievances. A copy of this procedure and the forms to be used to file a complaint or grievance are available from ACI and are posted on the ACI website at www.acispecialtybenefits.com

XII. Miscellaneous

- A. Provider Insurance: At the time of admissions to ACI panel and at recredentialing, all ACI providers who will provide services to the Court must submit the following: 1) A copy of their current state license (must be in good

Service Agreement
EAP/Work-Life/Personal Services
Superior Court of California, County of San Bernardino



- standing); 2) A copy of liability insurance coverage of at least \$1 million (individual) and \$3 million (aggregate); and 3) A copy of current resume or vitae.
- B. Participant Consent: By this Agreement, The Company makes Services available to Participants; however, this Agreement shall be subject to amendment, modifications and termination in accordance with the provisions hereof, or by mutual consent between ACI and The Company without the consent or concurrence of the Participants.
- C. Proprietary Materials: The Company acknowledges that ACI has developed and will develop in connection with the Agreement, certain symbols, trademarks, service marks, designs, data, processes, plans, procedures, and information, all of which are proprietary information and trade secrets of ACI (collectively referred to as "Materials"). Such Materials include, without limitation, Materials relating to ACI's Quality Management/Utilization Management Program, the Intake Line and all Materials prepared and distributed by ACI in connection with its Employee Assistance Programs. The Company shall not use any of ACI's proprietary Materials, except as expressly contemplated by this Agreement, without prior written consent of ACI, and shall cease any and all usage of Materials immediately upon termination of this Agreement of at ACI's request. The foregoing notwithstanding, ACI acknowledges that informational records. And documents obtained from ACI are subject to the Public Records Act (California Rules of the Court 10.500).
- D. Limited Liability: Group acknowledges that the information and advice provided to participants by persons to whom participants are referred under this Agreement ("contractor") are not expressly or impliedly, endorsed, recommended or approved by ACI. The relationship between ACI and a contractor is that of independent third-party entities, ACI, its agents and affiliates are not agents or affiliates of any contractor. Contractors maintain a contractor-client relationship with participants, and contractors are solely responsible to participants for any and all services that they may provide to participants. ACI makes not warranties, expressed or implied, of any kind with respect to the services provided by a contractor. ACI shall not be liable for the negligence or wrongful acts or omissions of contractors.

In witness thereof, the parties have executed this agreement.

DocuSigned by:
 A blue ink signature of Keith Wasley, written in a cursive style, enclosed within a blue rectangular border. Below the signature is the alphanumeric string "992DA25183194D8..."

Keith Wasley
President, ACI Enterprises, Inc

12/2/2022
Date: _____

DocuSigned by:
 A blue ink signature of Anabel Romero, written in a cursive style, enclosed within a blue rectangular border. Below the signature is the alphanumeric string "DF8372ABC89346C..."

Anabel Z. Romero
Court Executive Officer

12/6/2022
Date: _____

Employee Assistance Program
Superior Court of San Bernadino
ACI Specialty Benefits
8.2.2022



employee assistance

EXHIBIT A: BENEFIT SUMMARY

For nearly 40 years, ACI Specialty Benefits has provided a top-ranked employee assistance program (EAP) that improves mental health, reduces stress and maximizes business performance.

Award-winning EAP Technology:

- HIPAA-compliant video chat sessions and text therapy
- 24/7 Program access – live answer call, text, email, mobile app, web services
- 25% Utilization increases after EAP promotional campaigns

2025 Workforce Offerings:

- Comprehensive work-life, personal concierge and financial wellness referrals
- Proactive critical incident response
- All family members covered—regardless of location or relationship

Dedicated Account Management Team:

- Record-breaking EAP utilization, double national averages
- Year-round program promotion and mental health awareness campaigns
- 92% of users say ACI's EAP improved quality of life

With a unique approach to whole person care and powerful workforce solutions, ACI's EAP reduces the need for more expensive health care resources, supports risk management, improves workforce resilience, and helps organizations achieve Healthiest Company and Best Place to Work rankings. Driven by the strongest benefits technology, ACI remains powered by people, not bots. Every phone call, email, text and app request are answered by real people, ready to respond.

Initials: SCSB: 
ACI: 

Employee Assistance Program
Superior Court of San Bernadino
ACI Specialty Benefits
8/2/2022



EAP Clinical Services and Work-Life Benefits

ACI will provide comprehensive EAP services including clinical assessment, referral and short-term problem resolution, as well as integrated work-life referrals.

Clinical Assessment and Mental Health Sessions

- Telephonic assessment, referral, and short-term problem resolution
- Face-to-face mental health sessions
- Video chat and text therapy sessions
- Life Coaching to assist with personal and professional goals
- Licensed provider network of over 55,000 nationwide and customized for client location
- All contact is confidential and compliant with HIPAA, ACA and relevant state and federal regulations



Clinical support for any issue affecting emotional well-being, including but not limited to:

- Emotional wellness
- Stress management
- Family/relationship/pet issues
- Anxiety and depression
- Coping with grief
- Anger management
- Substance abuse

Legal and Financial Wellness



- Telephonic legal assistance for a number of issues per year. Includes one 30-minute in-office or telephonic consultation with local attorney and 25% discount for continued services.
- Telephonic financial assistance for a number of issues per year. Includes financial coaching benefit with action plan if needed.
- Identity theft prevention/recovery. Includes 60-minute consultation.



Work-Life Referrals and Resources

- Childcare, elder care, pet care and education referrals
- Referrals and resources for Personal Services such as travel or home maintenance and Community-based Resources
- Medical advocates empower employees through support and resources to help navigate the healthcare system
- Access to My Assistance member portal, a library of work-life topics, webinars, assessments and other resources



Initials: SCSB: 
ACI: 

Employee Assistance Program
Superior Court of San Bernadino
ACI Specialty Benefits
8/2/2022



HR Support Services

ACI partners with clients to tackle today's workforce challenges, support HR goals, build resiliency in times of stress, and maximize the performance potential of the entire organization.

HR Support Services

- **Unlimited** clinical consulting for any workforce challenge or employee concern
- Management Referral Program to professionally address performance issues
- Consultation for Substance Abuse Case Management and Drug-free Workplace Act compliance

ACI's Critical Incident Response (CIR) supports organizations in the event of a natural disaster, workplace tragedy or critical incident:

- **Unlimited** telephonic consultation with ACI's Crisis Response Team
- Critical Incident Stress Debriefing (CISD) sessions included as part of annual pool of hours for onsite services
- 24/7 access to ACI's Disaster Preparedness and Crisis Resource Center landing page featuring information, videos, and emergency resources

Training and Orientations

ACI offers comprehensive training services in flexible formats to drive EAP program awareness and support HR goals.

Virtual and Onsite Training Services:

- **Unlimited** employee orientation webinars
- 24/7 access to training and orientation videos on ACI's YouTube Channel
- Library of training topics for any organizational need
- Just-Do-It training templates





Program Promotion

ACI provides diverse program implementation and promotional materials with best practices in employee benefits communication to achieve maximum utilization rates:

- **Digital Marketing Announcement Campaign:** Kick-off announcement email, EAP orientation video, library of EAP promotional flyers, summary plan description, training and management referral materials
- **Year-round EAP Promotion:** Monthly email newsletter, mental health awareness campaigns, social media marketing content, video marketing with ACI's library of EAP promotional videos and 24/7 access to AllOne Health's Monthly Mental Health Blog
- **Assistance Program Leadership Toolkit:** ACI creates a toolkit for management that includes all EAP promotional materials, training materials, account management team contact information, and management referral information for convenient access

Printed materials are available at an additional cost.

Initials: SCSB: 
ACI: 

Employee Assistance Program
Superior Court of San Bernadino
ACI Specialty Benefits
8/2/2022



Program Access and Technology

ACI Specialty Benefits is passionate about breaking down all barriers to program access with industry-leading technology:

- 24/7/365 access by text, email, online, and always live-answer phone
- HIPAA-compliant video chat sessions
- HIPAA-compliant text therapy
- Employee Assistance Program Benefits Landing Page
- Access to *My Life Expert* member portal, a library of work-life topics, webinars, assessments and other resources

Resources:

- Assistance Program Leadership Toolkit for HR and management
- Library of content on the AllOne Health Blog



Dedicated Account Management

ACI's dedicated Account Management Team provides seamless program integration with each client's existing capabilities and culture.

Program Implementation

- **Stakeholders Meeting:** ACI partners with client to establish targeted program goals
- **Engagement Strategy:** Promotional plan customized to fit client culture and needs
- **Plan Execution:** Proactive communication and implementation led by Account Management Team
- **Analysis and Consultation:** ACI works with client to analyze reports and maximize positive outcomes

Reporting

- Utilization reports provided including demographic data, key metrics, usage trends and program engagement activities

Eligibility

Each employee's definition of family is ACI's definition of family. EAP services are all-inclusive, with no barriers to access for family members, regardless of location or relationship.

- **All Employees**
- **All Dependents:** Spouse, domestic partners, and all family members regardless of location

Initials:

SCSB:

ACI:

DS
AK

DS
EUN

Employee Assistance Program
Superior Court of San Bernadino
ACI Specialty Benefits
8/2/2022



Rate Summary

EAP & Work-Life	Session Model	Employee Count	Per Employee Per Month
EAP/Work/Life	3 Per Year	1225	\$ 1.19

Program Assumptions

Rate:

- Rate guaranteed for 3 years, one for the initial term, one for the option to renew in the second year, and same for the third year. The option to extend the contract in year 2 and 3 is exercisable at the sole direction of the Court.
- Rate assume no broker commission

Onsite/Virtual:

- Includes unlimited onsite training
- Attendance minimum of 15 employees for onsite training
- A charge of \$225 per hour will be incurred for failure to meet attendance minimum/late cancellation
- CISD and Layoff/CISD support limited to two onsite hours per incident
- Trainers travel fees are included
- Organizational services are available at an additional cost
- CISD and Layoff/RIF Support includes two onsite hours per incident
- Facilitator/Provider travel fees are included
- Due to the extensive nature of responding to data risk assessment questions and requirements, ACI Specialty Benefits requires 30 days for completion and may charge an additional fee, to be determined based on scope of response required

Materials:


- ACI Specialty provides unlimited virtual marketing materials from ACI's library of templates.
- ACI will provide 2000 printed EAP brochures and wallet cards per year.

Additional Fees

ACI provides a variety of services over and above package inclusions, available per the fee schedule below.

Type of Service	Fee-for-service (Over contracted hours)
Onsite Orientations	\$350 per hour
Onsite or Virtual EAP Seminars or Trainings	\$350 per hour
Webinar Minimum Participation (5 Attendees) Not Met	\$250 per hour
Late Cancellation Fee (Less than 3 business days)	\$250 per hour
Onsite or Virtual Health Fairs	\$200 per hour
Onsite or Virtual Critical Incident Stress Debriefing (CISD)	\$325 per hour
CISD Cancellation Fee If Provider Has Been Confirmed	\$325 per hour
Onsite or Virtual Lay-Off/RIF Support	\$325 per hour

Initials: SCSB: 

ACI: 

800.932.0034
www.acispecialtybenefits.com

Employee Assistance Program
Superior Court of San Bernadino
ACI Specialty Benefits
8/2/2022



Lay-Off/RIF Cancellation Fee If Provider Has Been Confirmed	\$325 per hour
Formal Management Referrals (Face-to-Face for Telephonic Models)	\$450 flat fee
Substance Abuse Professional (SAP) Cases	\$950 flat fee
Fitness for Duty Evaluation Cases	\$2,250 flat fee
Conflict Resolution/Mediation	Contact ACI for Pricing
Executive Coaching	Contact ACI for Pricing



Initials: SCSB: 
ACI: 

EXHIBIT B – SERVICES-SHORT FORM AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Services as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Services. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.
- B. ACCEPTANCE.** All Services and Services are subject to written acceptance by the Court. The Court may reject any Service or Services that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services or Services.
- C. CONFIDENTIALITY.** General Obligations: While performing Services under this Agreement, Contractor may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the Court, its personnel, court users, or other government entity. The Court owns all right, title and interest in the Confidential Information. Contractor does not acquire any right or title to the Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the Court's express prior written consent on a case-by-case basis unless permitted by Applicable Law. Contractor will disclose Confidential Information only to Contractor Personnel or Subcontractors with a need to know in order to provide the Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section 3. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. The provisions of this Section 3 shall survive beyond the expiration or termination of this Agreement. Breach of Confidentiality: Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- D. INVOICES, PAYMENT AND SETOFF.** After the Court has accepted Services and Services, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Services to "Accounts Payable" to AP@sb-court.org. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Services delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Court rejects any Services or Services after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request. Unless Contractor is a governmental entity, the Court will take no action on invoices submitted before Contractor has completed the Court's standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- E. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Services will (i) not infringe any third party's rights, including intellectual property rights, (ii) comply with the requirements of this Agreement, and (iii) be in compliance with all applicable laws, rules, and regulations.
- F. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.
- G. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.
- H. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE SERVICES, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF SERVICES. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.
- I. TERMINATION.** The Court may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Services.
- J. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- K. REPRESENTATIONS.** Contractor represents and warrants the following during the term of this Agreement: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for

EXHIBIT B – SERVICES-SHORT FORM AGREEMENT TERMS

employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

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

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void; however, no consent is required for an assignment that occurs (a) to an assignee in which the assignor owns more than 50% of the assets, or (b) as part of a sale or merger of all or substantially all of the assets of the assignor to an assignee if the Court approves the assignee. Subject to the foregoing, the terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. Contractor shall cooperate with the Court if the Court wishes to perform a background check or drug test on any of Contractor's employees or Subcontractors by (1) obtaining, at no additional cost, all releases, waivers, and permissions the Court may require, and (2) reimbursing the Court for the cost of each background check and drug test. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Bernardino County, California, which will be the sole venue for any such action; and further, the parties agree that California law, without regard to its choice-of-law provisions, governs this Agreement. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Services without first obtaining the Court's prior written approval, which may be denied for any or no reason.

N. DARFUR CONTRACTING ACT. *If Contractor did not provide to Court a Darfur Contracting Act certification as part of the solicitation process, this section applies:* Contractor certifies that either (a) it does not currently, and it has not within the previous three years, business activities or other operations outside of the United States, or (2) it is a "scrutinized company" as defined in PCC 10476, but it has received written permission for the Court to submit a bid or proposal pursuant to PCC 10477(b), or (3) it has, or it has had within the previous three years, business activities or other operations outside of the United States, but it is not a "scrutinized company" as defined in PCC 10476.

O. SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement. This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. The Parties agree that this Agreement may be executed via electronic signature. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Parties further agree that electronic signatures for this Agreement are made by persons with authority to bind the Parties to the terms and conditions of this Agreement.