State of California

STANDARD AGREEMENT —

STD. 2 (REV.5-91)

APPROVED BY THE ATTORNEY GENERAL

Contract Number	Amendment Number
TCMA-200201	12

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER
13-3036745

THIS AMENDMENT, made and entered into this 28th day of November, 2006 ("Effective Date"), in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	ENTITY	
Business Services Manager	Judicial Council of California Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102	,hereafter called the AOC or State, and

CONTRACTOR'S NAME	
ADP, Inc.	, hereafter called the Contractor or ADP.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does agree to furnish outsourced payroll services to the State as set forth herein:

PURSUANT TO THIS AMENDMENT NO. 12 TO MASTER AGREEMENT NO. TCMA-200201 BETWEEN THE STATE AND THE CONTRACTOR:

(1) The Contractor shall continue to provide payroll services to the Superior Courts of California, as further set forth in the Contract Documents, including the following:
  (a) Services pertaining to the Service Model, using reduced resources, as of the Effective Date, as further set forth in Attachment C-1, Service Model and Service Level Agreement, revised per this Amendment, and
  (b) CPA Tax Filing Assistance for Courts with two EE Numbers, at the rates set forth in Section 8, CPA Tax Filing Assistance for Courts with two EDD Numbers, of Exhibit E, Contractor's Pricing List, Revision 5, Outsourced Court Specific Payroll, Human Resource and Reporting Needs for Courts of California, with the following clarification:
    (i) the parties agree that Contractor is authorized to subcontract qualified Certified Public Accountants (CPAs) to provide the requested service to the Courts;
    (ii) the Contractor will provide a list of qualified CPAs to Courts requesting the CPA Tax Filing Assistance for Courts with two EDD Numbers Service;
    (iii) Courts will contact CPAs directly to make arrangements for the requested service;
    (iv) for providing the service, CPAs will bill the Courts at the contracted fees set forth in Section 8, CPA Tax Filing Assistance for Courts with two EDD Numbers, of Exhibit E, Contractor's Pricing List, Revision 5, Outsourced Court Specific Payroll, Human Resource and Reporting Needs for Courts of California; and
    (v) ADP will ensure that ADP's subcontracted CPAs will not charge the Courts more than the contracted fees specified in the Contract.

(2) The Agreement's Attachment C-1, Service Model and Service Level Agreement, is hereby deleted in its entirety as of the Effective Date and replaced with the attached Attachment C-1, Service Model and Service Level Agreement, Revision No. 1, incorporated herewith.

(3) The total amount the State may pay the Contractor under this Agreement for providing Services pertaining to the Service Model, as of the Effective Date through the end of the Initial Term, as defined per Amendment No. 11, is hereby increased by **$100,000.08** from **$200,000.00** to the revised total amount encumbered to date of **$300,000.08**.

EXCEPT AS PROVIDED HEREIN, all the terms and conditions of the Master Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 12 has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA	CONTRACTOR
ENTITY Judicial Council of California, Administrative Office of the Courts	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) ADP, Inc. (a corporation)
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING Grant Walker	PRINTED NAME AND TITLE OF PERSON SIGNING Deborah L Dyson
TITLE Business Services Manager	ADDRESS Attn: Deborah Dyson, General Manager 3300 Olcott St., Santa Clara, CA 95054

AMOUNT ENCUMBERED BY THIS DOCUMENT **$100,000.08**	PROGRAM/CATEGORY (CODE AND TITLE) N/A	FUND TITLE Trial Court Improvement			***Department of General Services Use Only*** EXEMPT FROM DEPARTMENT OF GENERAL SERVICES' APPROVAL
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT **$200,000.00**	(OPTIONAL USE) Funding information for Service Model only is below, all other funding infomation will be included in individual Work Orders, if any.				
TOTAL AMOUNT ENCUMBERED TO DATE **$300,000.08**	ITEM 0250-605-0159 ($200,000.00 thru 11/27/06) 0250-605-0159 ($100,000.08 thru 12/1/07)	CHAPTER 850 850	STATUTE 1997 1997	FISCAL YEAR 2005-2006 2006-2007	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 0159-45111039-0751-59-05; 0159-45081039-0751-59-06				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.	T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER ▷	DATE 2/2/07				

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

ATTACHMENT C-1
SERVICE MODEL AND SERVICE LEVEL AGREEMENT
REVISION NO. 1

1. **General Description:** *[Revised]*

Establishing a Service Model and Service Level Agreement for the Trial Courts provides a strategy and approach to ensure the delivery of service excellence and quality. Effective November 28, 2005, ADP will begin to provide the Service Model described herein, including the service standards ("Service Level Agreement") for the term of this Agreement. Effective November 28, 2006, the parties agree to reduce the staffing requirements for the Service Model, as described herein. Payment terms and conditions for the Service Model are reflected in paragraph 6 of this Attachment C-1.

2. **Description of Service Model and Service Standards** *[Revised]*

a. Staffing Requirements and Key Personnel *[Revised]*

i. The Service Model will include a team of four implementation and service support associates, for the period November 28, 2005 through November 27, 2006, and a team of two implementation and service support associates, for the period November 28, 2006 through December 1, 2007, that are exclusively dedicated to implementing and supporting payroll processing products and services for the Trial Courts and the AOC ("Service Team"). These resources will be allocated to work specifically on support of the Trial Court's payroll processing for any new conversions or day-to-day service support needs.

ii. In order to ensure coverage, knowledge sharing, training, and overall project management, the Service Team will be structured and managed so that a minimum of two support associates from each of the respective functions (implementation and service) are always available, for the period November 28, 2005 through November 27, 2006, and a minimum of one of the support associates will be available, for the period November 28, 2006 through December 1, 2007, during the designated hours.

iii. The Key Personnel named below are members of the Service Team:

- For the period November 28, 2005 through November 27, 2006:
  - **Karen Brown Davis** – 13 year ADP Autopay experience with management, implementation/conversion, project management and service experience
  - **Debra Morales** – 9 year ADP Autopay experience in service support, technical business conversion, and implementation.
  - **Jennifer Franklin** – 8 year ADP Autopay experience in service support for client service with primary emphasis over the last 4 years in large account services (upward of 5,000 pays)

- **Courtney Bailon** – 8 year ADP Autopay with customer service experience in multi-sized clients and multi-application usage.

o For the period November 28, 2006 through December 1, 2007:

- **Jennifer Franklin** – 9 year ADP Autopay experience in service support for client service with primary emphasis over the last 5 years in large account services (upward of 5,000 pays)
- **Courtney Bailon** – 9 year ADP Autopay with customer service experience in multi-sized clients and multi-application usage.

iv. Service Team members will posses the following competencies as defined by ADP's internal service level standards:

- Collaborative
- Relationship building
- Results-oriented
- Planning and organizing
- Presentation Skills
- Technical aptitude
- Service-Oriented
- Accountability

b. Hours and Communication *[Revised]*

i. The Service Team will be available Monday through Friday, excluding holidays, from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). Extended hours of support are available to meet critical requests (e.g. hardware crash, Court is unable to process payroll, Court requires additional time to prepare payroll), if requested before 2:00 p.m. on the day the support is required.

ii. The Service Team will return all calls from the AOC and / or Courts within twenty-four hours.

iii. Courts will have toll-free direct phone contact with service support for day-to-day questions. The Court can direct dial 408 588-4844 or use the toll free number, 888 862-4844.

iv. Voice mail for each team member and dedicated central e-mail address for the team. The central e-mail address is norcal_aoc@adp.com.

c. Escalation Process for Problem Resolution

i. In the event the Court does not have adequate resolution when an issue or problem is presented to the Service Team, the Court may escalate the problem using the process set forth in subparagraph ii below. Issues and problems that may require escalation include, but are not limited to, the following:

- Service Team failed to resolve the issue in a timely manner or to the satisfaction of the Court or AOC
- General dissatisfaction with the service or support received

- Feedback regarding quality of service or Service Team member(s)

ii. The Court will first contact the Service Team for problem resolution. If the problem is not resolved to the Court's satisfaction, the Court will contact one of the ADP managers listed below:

- Debbie Dyson, Vice President, General Manager: 408 970-7640
- Linda Olander, Client Service Manager: 408 496-5950

If after contacting one of the ADP managers listed above, the problem is not yet resolved to the Court's satisfaction, the Court will contact the AOC Project Manager named in the Agreement. The AOC Project Manager will contact ADP's Account Representative to facilitate a satisfactory resolution. If the problem is not satisfactorily resolved, the AOC and ADP will use the Dispute Resolution process set forth in the Agreement.

d. Test Platform

i. ADP will develop and maintain test database platforms with minimum of two parallels.

ii. ADP will utilize the test database platforms for: (i) all payroll conversions prior to the Court's payroll moving into production; and (ii) for all enhancements before the enhancement is moved into production.

iii. ADP will inform the Court of any technical requirements that may apply for the use of the test database platforms to the Court.

iv. ADP will develop protocols for testing of enhancements, including clearly defined roles and responsibilities.

e. New Court Implementation Standards

i. ADP's implementation plan for a payroll conversion, including multi-product engagements, will include milestone agreements with project planning documents, statements of work identifying roles and responsibilities for ADP and the Court, and time frames. All projects will be completed by the agreed upon due dates. Revised dates will be mutually agreed upon.

ii. A new conversion will include one on-site introductory visit at the Court location or an AOC Sacramento or AOC Southern California location (dependent on distance).

iii. The Service Model includes documentation of the Client's payroll setup and documentation of changes to the payroll setup, also referred to as documentation of the Client's account profile.

f. Account Changes / Updates

Prior to implementing a change or update to an existing account, ADP will submit a completed Work Order form and provide a Transactional Project Plan document to the Court for written approval. The Transactional Project Plan will: (1) identify the scope of the change; (2) establish the roles and responsibilities of ADP and the Court; and (3) establish the time frame to implement the change. Completion and

acceptance of the change will be based on the Transactional Project Plan. All projects will be completed by the agreed upon due dates. Revised dates will be mutually agreed upon.

g. **Training**

i. **Annual Year-end Training**: Each Court can send one attendee to the annual year-end client training / seminar at no charge. If a Court elects not to attend the annual training, another Court or the AOC may attend in its place.

ii. **Conversion Training for New Courts**: ADP will develop and provide conversion training at no charge prior to processing a Court's first payroll. In order to facilitate a successful conversion, the Court will attend the training prior to processing of its first payroll.

iii. **Booster Training for Existing Courts**: Courts currently receiving ADP's payroll services will attend Booster Training developed and provided by ADP at no charge to the Court. The Booster Training will be based on call trends and feedback provided to the Service Team.

3. **Quarterly User Group Sessions**

ADP will assist in the facilitation of quarterly user group sessions built around common topics or themes. The sessions will be working forums that will allow participants an opportunity share common concerns or issues. The input and structure of the meetings will be based on call trends, upcoming court events, product enhancements and frequently asked questions. The AOC will coordinate and plan one annual User Group meeting at an AOC designated location, which ADP will attend, and ADP will coordinate three less formal sessions (e.g. phone conference, video, Webinar, etc.).

4. **Reports, Monitoring, Program Measurements, and Account Reviews** *[Revised]*

a. **Reports and Surveys** *[Revised]*: The following reports and surveys will be provided:

i. **Conversion / Implementation Survey**: Each court will receive a Conversion / Implementation Survey after conversion of the Court's payroll.

ii. **Transaction Survey** *[Revised]*: A transaction survey will be provided on a randomly generated basis. The transaction survey will be emailed to the caller's email address, as long as an email address for the caller has been provided to ADP.

iii. **Bi-annual Quality Survey**: A Bi-annual Quality survey will be provided to each Trial Court. The survey is a measurement of overall quality of the product, service, and support. The survey will be one of the tools used to measure the level of support the Service Model provides.

iv. **Bi-weekly Open Case Activity Report**: A Bi-weekly Open Case Activity Report will be provided to each Trial Court. Upon request, ADP will provide copies of the individual court open case activity reports to the AOC.

b. **Program Measurements**: After the Service Model has been in effect for six months, ADP and the AOC will meet to set metrics for measurements of success based on the historical data provided from the reports and surveys.

c. **Quarterly Account Review**: Based on the service level expectations set forth in this Service Model and Service Level Agreement, ADP will present a Quarterly Account Review to the AOC. The presentation will include, but is not limited to:

- Number of calls to the Service Team for the previous quarter
- Summary of ADP transaction surveys received from the Courts for the previous quarter
- Summary of the bi-annual quality surveys received from the Courts for the previous quarter
- Summary of the conversion implementation surveys received from the Courts for the previous quarter
- Review of the status and service level agreement terms based on service quality metrics that have been established for the program measurements.

The session will also provide an open forum to outline any current concerns from ADP and/or the AOC, upcoming Court conversions and projects/plans, and feedback from any AOC surveys that may have been provided to the Courts.

5. **Dispute Recovery**

a. In the event a Court experiences a payroll critical issue, as described below, the Court may recover costs to align with the impacted payroll processing costs, labor, and expense. Payroll critical issues include:

- Court hardship with entire payroll not paid on time
- Erroneous payroll
- Systematic failure of ADP Northern California mainframe

b. The cost recovery process will go through the Escalation Process for Problem Resolution described in 2.c. above and, if the Court and ADP do not come to a mutually acceptable agreement, the Court and ADP will include the AOC in the cost recovery discussions.

6. **Payment Terms and Conditions for Service Model** *[Revised]*

a. Contract Amount for Service Model *[Revised]*

i. For the period November 28, 2005 through November 27, 2006: The total amount the AOC will pay to the Contractor under this Agreement for performance of the Work required to provide the Service Model described herein is **$200,000 for the initial twelve month period**. The Contractor will invoice the AOC in equal amounts of **$16,666.67 each month** for the initial twelve month period from November 28, 2005 through November 27, 2006. This amount is inclusive of all the AOC's portion of the costs, benefits, expenses, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements set forth herein.

ii. For the period November 28, 2006 through December 1, 2007: The total amount the AOC will pay to the Contractor under this Agreement for performance of the Work required to provide the Service Model described herein is **$100,000.08 from November 28, 2006 through December 1, 2007**. Contractor will invoice the AOC in equal amounts of **$8,333.34 each month**. This amount is inclusive of all the AOC's portion of the costs, benefits, expenses, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements set forth herein. In the event the AOC, in its sole discretion, elects to extend the Term of this Agreement for two additional one-year options upon the expiration of the Initial Term, in accordance with Amendment No. 11, the parties will agree to any changes in pricing; however, in no event will the price for such extension increase by more than five percent (5%).

b. Taxes

The AOC 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 AOC 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.

c. Method of Payment

The Contractor shall submit an invoice for the Service Model no more often than once a month. After receipt of invoice, the AOC 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 AOC will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

i) The Contract number;
ii) An unique invoice number;
iii) The Contractor's name and address;
iv) The taxpayer identification number;
v) A description of the Work provided;
vi) The contractual charges, and
vii) A preferred remittance address, if different from the mailing address.

The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

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.

d. Continuous Funding and Evaluation of Cost for Service Model

i) After the third quarterly account review, the AOC and ADP will review adjusting the annual fee based on the need for an increase or reduction in Service Team personnel. The increase or decrease will be based on the assumption that the cost for a single member of the Service Team is $50,000 per year. The increase or decrease will become effective on the anniversary date of the Service Model. The parties will continue to review the need for a change in the Service Team resources on an annual basis thereafter, or as may be otherwise agreed.

ii) After the Service Model has been in effect for the initial twelve month term ADP will begin to bill the Courts directly, unless otherwise directed by the AOC. The direct billing to the courts will be on a monthly basis. The monthly fee will be determined by dividing the annual fee for the Service Model by the current number of pays across all courts covered by the master agreement. Each quarter the number of pays across courts will be reviewed and the per pay per payroll amount will be adjusted accordingly.

End of Attachment C-1