

State of California

STANDARD AGREEMENT —
STD. 2 (REV. 5-91)

**APPROVED BY THE
ATTORNEY GENERAL**

Contract Number TCMA-200201	Amendment Number 5
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AMENDMENT, made and entered into this 13th day of April, 2005, ("Effective Date")
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Business Services Manager	AGENCY Judicial Council of California Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102	, hereafter called the State or Client, and
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CONTRACTOR'S NAME ADP, Inc.	, hereafter called the Contractor or "ADP".
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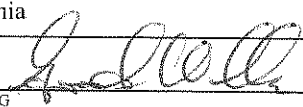
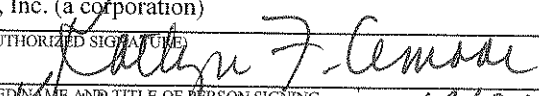
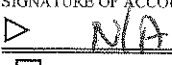
PURSUANT TO THIS FIFTH AMENDMENT TO MASTER AGREEMENT TCMA-200201 BETWEEN STATE AND ADP, INC.:

Special Provisions (Exhibit B) paragraph 3, Agreement Administration / Communication, is hereby deleted in its entirety and replaced with the attached Special Provisions paragraph 3, Agreement Administration /Communication. Revisions are indicated with italicized and bolded text.

Attachment D-1, Sample Work Order Form, is hereby deleted in its entirety and replaced with Revision No. 1 to Attachment D-1, Revised Sample Work Order Form.

Except as provided herein, all the terms and conditions of the original Master Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Judicial Council of California		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 Kathryn Amooi VP/PM			
TITLE Business Services Manager		ADDRESS 3300 O'cott St, Santa Clara CA			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE Department of General Services Use Only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE) Funding information will be included in individual work orders if any.				
TOTAL AMOUNT ENCUMBERED TO DATE \$0.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE)					
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			
<input type="checkbox"/> CONTRACTOR		<input type="checkbox"/> STATE AGENCY		<input type="checkbox"/> DEPT. OF GEN. SER.	
				<input type="checkbox"/> CONTROLLER	

Amendments to Exhibit B, Special Provisions

Paragraph 3, Agreement Administration/Communication, of Exhibit B is hereby deleted in its entirety and replaced with the following:

“3. Agreement Administration/Communication

A. State’s Project Manager

The Project Manager for this Master Agreement is named below. All requests and communications about this Master Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing to:

Diann Diamond, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, Room 7315
San Francisco, CA 94102-3688

B. Court’s Representative

- i. Under this Agreement, the Court’s Representative shall act for the Court on all Work Performed through Work Orders and will be the principal contact person between the Contractor for the day-to-day Work activity associated with the Work Order. The Court’s Representative cannot make any changes to the Master Agreement.
- ii. The Court’s Representative shall be responsible for the sign-off acceptance of all the Work required and submitted by Work Orders issued pursuant to this Agreement as further defined herein.

C. Contractor’s Account Representative:

- i. The Account Representative for this Master Agreement is named below. The Account Representative will be the principal contact person between the Contractor and the State and through whom all Work Orders must be presented.
- ii. *The Contractor’s Representative will notify the State’s Project Manager of all potential Work Orders under development and will submit a copy of all authorized Work Orders to the State’s Project Manager within seven (7) Days of the start of implementation. Additionally, the Contractor will submit a copy of all changes and amendments to the service or product provided under any initial Work Order within seven (7) Days of start of implementation of such change or amendment.*

- iii. The Administrative Office of the Courts will notify all Court's Representatives for individual Courts with valid Work Orders if the Master Agreement has been amended or terminated.
- iv. Notice to the Contractor shall be directed in writing to its Account Representative:

Stephanie Schiemann
4125 Hopyard Road
Pleasanton, CA 94588
Fax: 925/251-5437
E-mail: stephanie_schiemann@adp.com

D. State's Coordinator for the Court Accounting and Reporting System

The State has elected to assign a Coordinator *on behalf of the Courts utilizing or preparing to utilize the State's Court Accounting and Reporting System ("CARS"). Contractor will provide the Coordinator with Court related documents and documentation, including coordination of testing and access to specific reports and information solely for the purpose of facilitating reporting and processing of the Courts' payroll.* The Coordinator named below will contact the Contractor when changes are made to the State's Court Accounting and Reporting System ("CARS") that may impact the Work of this Agreement. Contractor and the Coordinator will work together to ensure that the services provided under this Agreement are compatible with the States Court Accounting and Reporting System *and the services provided by Contractor. The State will provide written Notice to Contractor if the State elects to change the Coordinator.*

Shaneen Williams
Judicial Council of California
Administrative Office of the Courts
Trial Court Accounting and Financial Services
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

Telephone: 916 263-1877
Email: shaneen.williams@jud.ca.gov

E. *State's Treasury Manager*

The State has elected to assign a Manager of Treasury Services to manage treasury and banking services provided to the Trial Courts. The Manager of Treasury Services named below is authorized to contact the Contractor regarding banking related issues pertaining to any arrangement for the transfer of money by ADP on behalf of the Trial Courts or between ADP and the Trial Courts.

*Greg Keil, Manager – Treasury Services
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688*

*Telephone: 415 865-7956
Email: greg.keil@jud.ca.gov*

- F. Coordinated User Group Meetings and Program Review
- i. Contractor shall participate in User Group Meetings that are coordinated by the State's Project Manager for the Clients subscribing to the Services provided under this Agreement.
 - ii. Contractor shall provide a minimum of two (2) program reviews each year. The parties shall mutually agree upon the timing and location of the program reviews. A program review shall include, but is not limited to, a review and discussion of technical issues, service levels, implementation and/or service problems and resolutions, potential configuration changes, and any pending issues or concerns that may impact the Services provided under this Agreement."

END OF AMENDMENT TO SPECIAL PROVISIONS

**Revision No. 1 to Attachment D-1
Revised Sample Work Order Form**

A. General Work Order Information

1. Contractor Name: _____
2. Contractor's Account Representative: _____ Phone#: _____
3. Master Agreement Contract Number: TCMA-200201
4. ADP Company Code(s): _____
5. Court Name: _____
6. Court's Representative: _____
7. Work Order Signature Date: _____
8. Work Order (not to exceed) Amount(s):
 - i. Non-recurring (one-time fees): \$ _____
 - ii. Recurring fees computed annually \$ _____
 - iii. Annual W-2 fees \$ _____

B. Description of Non- Recurring Work Requested

See attached price quote.

C. Cost Section for Non- Recurring Costs (implementation, set up, license fees)

See attached price quote.

D. Cost Section for Recurring Fees

See attached price quote.

E. Project Schedule

Project Description	Implementation Start Date	Go Live Date
• <i>Payroll</i>		
• <i>HR</i>		
• <i>Time & Attendance</i>		
• <i>CARS Interface</i>		

1. Date Changes: The parties may agree to change the dates set forth above. However, any change to the Go Live Date requires a written amendment to this Work Order, signed by both parties.
2. Complete Project Schedule and Milestones: Notwithstanding the foregoing, the Contractor will, within ten (10) business days of receipt of the authorized Work Order, contact the Court's Representative and arrange a kick-off meeting with the Court at which time a project schedule and milestones will be established. The Project Schedule shall include milestones for the specific Work set forth in the Work Order.
3. Court's acceptance of Contractor's Project Schedule does not (1) imply that the Court approves or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, compliance with all the Work Order requirements, or its responsibility to meet all required Work Order completion dates. Failure by the Court to indicate items on the Project Schedule that do not conform with the Work Order requirements shall not alter or waive the Work requirements or relieve the Contractor from complying with all Work Order requirements. The Contractor shall schedule the Work so that the Work is completed on time. In the event the Contractor is unable to meet the milestones established in the Project Schedule, the Court may pursue any right it has under the law or the Master Agreement, including but not limited to default termination.

F. Consent and Agreement

1. The Court, upon execution of this Work Order, certifies that the Court has received and has reviewed the terms and conditions of the Master Agreement and will abide by them.
2. This Work Order will become effective upon execution by the Court and Contractor. Unless sooner terminated as provided in the Master Agreement, this Work Order shall remain in effect for the term indicated in this Work Order.
3. The Court, upon execution of this form, certifies that the Court understands that the Contractor and the State may, from time to time and without the Court's consent, amend the terms and conditions of the Master Agreement thereby affecting the terms of the Work the Court receives from the Contractor.

4. If the State terminates the Master Agreement, in whole or in part, prior to the expiration of this Work Order, the Court may, with respect to Work terminated by the State, (i) continue to receive the Work under the terms of the Master Agreement for the remainder of the term for this Work Order, or (ii) terminate this Work Order or the component of the Work that has been terminated by the State.

IN WITNESS WHEREOF, pursuant to Master Agreement #TCMA-200201 between the State and the Contractor, the parties hereto have caused this Work Order to be executed on the date shown below by their respective duly authorized representatives.

COURT'S REPRESENTATIVE	
Print Name:	
Title:	
By (Authorized Signature):	:
Date Signed:	

CONTRACTOR	
Print Name:	Kathryn F. Amooi
Title:	VP/QM
By (Authorized Signature):	:
Date Signed:	4-25-05

End of Sample Work Order