

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STAFF AUGMENTATION WORK ORDER COVERSHEET (rev 01-11)

MASTER AGREEMENT NUMBER [Master Agreement Number]	WORK ORDER NUMBER [Work Order Number]
FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]	

1. In this agreement (the "Work Order"), the term "Contractor" refers to [Contractor name], and the term "AOC" or "State" refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Work Order is issued pursuant to the Master Agreement set forth above for Work between the AOC and the Contractor.

3. This Work Order becomes effective as of: [Date] (the "Effective Date") and expires on: [Date]

4. The title of this Work Order is: [Title (i.e., short descriptive title, not a lengthy summary or description of the work. Title should include Key Personnel's name and role under the Work Order.) example: Assigned Key Personnel John Doe to serve as Application Architect to provide XYZ system design and development support]
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Work Order



5. The Work Order Amount, the maximum amount that the AOC may pay Contractor under this Work Order, is: \$[Dollar amount]
 Included in the Work Order Amount are the following:
 - 5.A Deliverables: The maximum amount the AOC may reimburse Contractor under this Work Order for Deliverables pursuant to Attachment 3, Deliverables to be Provided, is: \$[Dollar amount]
 - 5.B Allowable Travel Expenses: The maximum amount the AOC may reimburse Contractor under this Work Order for allowable Travel Expense(s) in accordance with section 7 of the Work Order Description and Requirements, is: \$[Dollar amount]
 - 5.C After-Hours Maintenance and Support: The maximum amount the AOC may reimburse Contractor under this Work Order for After-Hours Maintenance and Support in accordance with Attachment 4, After-Hours Maintenance and Support, is: \$[Dollar amount]

6. The amounts set forth in Section 5, above, and the funding set forth in the Agreement Funding and Account Code Information Form on the following page, are for the period [insert start date of funded period] to [insert end date of funded period] only.

7. The Parties agree to the terms and conditions of this Work Order and acknowledge that this Work Order contains the Parties' entire understanding related to the subject matter of this Work Order. If there are any inconsistencies between the terms of the Work Order, or any of its attachments, and the Master Agreement, the Master Agreement shall take precedence.

8. This Work Order is made up of this Staff Augmentation Work Order Coversheet, Work Order Description and Requirements, and the following attachments, attached hereto and incorporated by this reference:

Attachment 1 – Contractor's Key Personnel	Attachment 3 – Deliverables To Be Provided
Attachment 2 – Tasks and Responsibilities To Be Performed	Attachment 4 – After-Hours Maintenance and Support

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (Legal business name as set forth in the Master Agreement) [Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [Contractor's Address]

Administrative Office of the Courts Use Only

Master Agreement Number	[Master Agreement Number]
Work Order Number	[Work Order Number]
Contractor Name	[Contractor Name]

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Purpose of Expenditure	Amount

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$0.00	\$0.00	\$0.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.	
SIGNATURE OF ACCOUNTING OFFICER 	DATE

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Work Order No. @WO-# under Master Agreement No. @MA-# with @Contractor's Name

[Italicized portions should be filled in prior to finalizing and authorizing a Work Order]

WORK ORDER NO. @WO#
WORK ORDER DESCRIPTION AND REQUIREMENTS

1. Contractor Key Personnel

Pursuant to the Master Agreement, the Contractor shall provide the assigned Key Personnel set forth in Attachment 1 to this Work Order to perform the Work detailed in this Work Order.

2. Summary of Work

[Provide a brief summary in general terms of the nature or subject matter of the work, including identifying the project, system, application, etc., that is to be supported, developed, implemented, etc. The summary is not intended to be a detailed description of the work required, so it should be limited to no more than a paragraph or two at most. If unique defined terms are required, include them here.]

3. Work Order Term and Options to Renew

- A. Until this Work Order is mutually signed and delivered, none of the terms and conditions of this Work Order shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Work Order, the terms and conditions of this Work Order shall be deemed to apply equally to both subsequent and prior performance.
- B. The Work Order Initial Term shall be from _____ through _____.
- C. The Parties agree that the AOC may elect to exercise an option to extend the Work Order up to _____ (X) consecutive optional one-year term(s), identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
- i. Work Order 1st Option Term: _____ through _____.
 - ii. Work Order 2nd Option Term: _____ through _____.
 - iii. **[Add additional Option Terms as may be necessary]**
- D. In the event the AOC elects to exercise a Work Order Option Term as set forth in this provision, the Work Order will be modified by a Work Order Unilateral Amendment Form, in the form of **Attachment 4 to the Master Agreement**, **[For purposes of this RFP, this reference is currently in Attachment B of the RFP]** executed by the AOC.

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E. In the event any WO Option Term is exercised under this Work Order, the hourly rate applicable for each WO Option Term set forth in Attachment 3, Deliverables To Be Provided, of this Work Order, shall apply.

4. Home Base

The designated Home Base for Contractor's Key Personnel for this Work Order is **[specify location]**.

5. AOC's Project Manager

The AOC's Project Manager for this Work Order is **[Project Manager's Name]**. Other than for Notices, which shall be handled pursuant to the Master Agreement, the AOC's Project Manager may be contacted as follows:

Telephone: **[PM's Phone Number]**
Email: **[PM's Email Address]**

6. Work Requirements

- A. Under the direction of the Project Manager, the Contractor's Key Personnel shall perform the Tasks and Responsibilities set forth in Attachment 2, Tasks and Responsibilities To Be Performed, of this Work Order.
- B. In performing the Tasks and Responsibilities of this Work Order, set forth Attachment 2, Tasks and Responsibilities To Be Performed, Contractor shall provide the Deliverables set forth in Attachment 3, Deliverables To Be Provided, of this Work Order, by the Due Dates set forth in Attachment 3.

7. Work Order Reimbursement

- A. The State shall reimburse the Contractor for the actual cost of the Deliverables at the rate(s) set forth in Attachment 3, Deliverables To Be Provided, of this Work Order to complete the Work, provided the actual cost shall not exceed the not-to-exceed amount for each Deliverable. Reimbursement for Deliverables shall not to exceed the maximum amount for reimbursement specified in the Deliverables section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet.
- B. If travel in performing the Work of this Work Order is required, the State's reimbursement of Contractor for allowable transportation, meals, and lodging expenses shall be as set forth in section 8, below.

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- C. If After-Hours Maintenance and Support in performing the Work of this Work Order is required and authorized, the State's reimbursement of Contractor for After-Hours Maintenance and Support shall be as set forth in section 9, below.

8. Allowable Travel Expenses

- A. Travel of Contractor's Key Personnel away from Home Base **[will be/will not be]** required to perform the Work of this Work Order.
- B. If Contractor's Key Personnel will be required to travel in performing the Work of this Work Order as set forth in section 8.A, above, the State will reimburse Contractor for such Travel Expense(s) in accordance with Exhibit C, Payment Provisions, of the Master Agreement. The State's reimbursement of Contractor for any such Travel Expense(s) shall not to exceed the maximum amount for reimbursement specified in the Allowable Travel Expenses section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet of this Work Order.

9. After-Hours Maintenance and Support

- A. After-Hours Maintenance and Support **[may be/will not be]** required in performing the Work of this Work Order.
- B. If After-Hours Maintenance and Support may be required as set forth in section 9.A, above, any such After-Hours Maintenance and Support services will be at the sole discretion of the AOC, and must be authorized by prior written approval by the AOC Project Manager for a specifically designated period or event.
- C. If After-Hours Maintenance and Support may be required as set forth in section 9.A, above, and authorized under this Work Order pursuant to section 9.B, above, reimbursement for such After-Hours Maintenance and Support services shall be made in accordance with Exhibit C, Payment Provisions, of the Master Agreement. Such reimbursement for required and authorized After-Hours Maintenance and Support shall not to exceed the maximum amount for a particular fiscal year as set forth in Attachment 4, After-Hours Maintenance and Support, of this Work Order, nor shall it exceed the maximum amount for reimbursement specified in After-Hours Maintenance and Support section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet.

END OF WORK ORDER FORM

**ATTACHMENT 1 to WORK ORDER NO. @WO#
CONTRACTOR'S KEY PERSONNEL**

1. The following named individual(s), as approved pursuant to Exhibit B, Special Provisions, paragraph 11, Contractor's Personnel and Replacement of Personnel, of the Master Agreement, shall be the Key Personnel designated to perform the Work of this Work Order:

Name of Contractor's Key Personnel	Role	Subcontractor
		Yes/No

2. Contractor's Key Personnel resume is included in this Exhibit.

The Remainder of This Page Intentionally Left Blank

SAMPLE

[Include Key Personnel Resume Here]

End of Attachment No. 1 to Work Order Form

SAMPLE

**ATTACHMENT 2 to WORK ORDER NO. @WO#
 TASKS AND RESPONSIBILITIES TO BE PERFORMED**

- Under the direction of the State’s Project Manager, or the Project Manager’s designated representative, the Contractor shall perform the Tasks and responsibilities set forth in the table, below.

Tasks and Responsibilities to be Performed

Task No.	Description of Tasks and Responsibilities
1	<i>[Describe in detail all Tasks and responsibilities the Contractor’s Key Personnel is required to perform under this Work Order. Add additional lines as necessary.]</i>
<i>[Add Task Nos. as appropriate]</i>	

[The Tasks and Responsibilities for most staff augmentation requirements should not change over the life of any particular Work Order unless the work of the Work Order has distinct phases. If distinct phases are planned, they need to be identified at the time of the initial Work Order Request Form, and the varying tasks and responsibilities for each phase should be detailed including tasks and responsibilities for option terms if the tasks and responsibilities change from the initial term.]

- [Insert language that addresses equipment/support requirements.]*

End of Attachment No. 2 to Work Order Form

**ATTACHMENT 3 to WORK ORDER NO. @WO#
 DELIVERABLES TO BE PROVIDED**

1. In providing the Work of the Work Order, the Contractor shall provide the Deliverables set forth in the table, below, by the specified due date(s).
2. The State shall reimburse the Contractor for the actual cost at the rate(s) set forth in the table, below, to complete the Work, provided the actual cost does not to exceed the not-to-exceed amount for each Deliverable.

Deliverables To Be Provided

Term	No.	Description of Deliverable	Due Date	Hourly Rate	Hours	Not To Exceed Amount
WO Initial Term	1	[Provide description of each Deliverable]				
	2					
	3					
	<i>Etc.</i>					
WO 1st Option Term		[Insert additional lines as necessary to ensure each Deliverable is defined for the WO Initial Term and ALL WO Option Terms]				
WO 2nd Option Term						
		[Do Not insert a "Total" line]				

3. The total actual cost which the AOC may reimburse the Contractor for providing the Deliverables pursuant to this Attachment, shall be as set forth in the Deliverables section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet.

End of Attachment No. 3 to Work Order Form

**ATTACHMENT 4 to WORK ORDER NO. @
AFTER-HOURS MAINTENANCE AND SUPPORT**

1. For performing After-Hours Maintenance and Support when required and authorized in writing by the AOC Project Manager, the State shall compensate the Contractor for the actual cost, at the hourly rate set forth in the table, below, provided such total actual cost shall not exceed the Not to Exceed Amounts set forth in this table. Use of this account is limited to within the State's fiscal year (July 1 – June 30) specified in the table, below.

After-Hours Maintenance and Support Account

Fiscal Year	Usage Dates	Hours	Hourly Rate	Not-To-Exceed Amount

2. The total actual cost which the State may reimburse the Contractor for After-Hours Maintenance and Support, pursuant to this Attachment, shall not exceed the maximum amount for reimbursement specified in After-Hours Maintenance and Support section of the Staff Augmentation Work Order Coversheet or any subsequent Staff Augmentation Work Order Amendment Coversheet.

End of Attachment No. 4 to Work Order Form