

STANDARD AGREEMENT

STD. 2 (REV. 5-91)

Contract Number TCMA-200201	Amendment Number 14
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 13-3036745	

THIS AMENDMENT NO. 14, made and entered into this 2nd day of December, 2008 ("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 Senior Manager, Business Services	ENTITY 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. 14 TO MASTER AGREEMENT NO. TCMA-200201 BETWEEN THE STATE AND THE CONTRACTOR:

- (1) The State hereby exercises its option to extend the Term of this Agreement for the second of two additional one-year options as defined per Amendment No. 11; therefore, this Agreement, as amended, shall remain effective through December 1, 2009.
- (2) 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, Revision No. 3, Service Model and Service Level Agreement, revised per this Amendment;
 - (b) As set forth further in Attachment C-1, Revision No. 3, effective December 2, 2008 the Contractor shall commence billing the Courts directly for the services pertaining to the Service Model; and,
 - (c) 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 6, 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 6, 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.
- (3) The total amount the AOC 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 second one-year option term, December 1, 2009, has not changed and shall remain the revised total amount encumbered-to-date of \$400,000.08.
- (4) Provision No. 3, Agreement Administration / Communication, in the Agreement's Exhibit B, General Terms & Conditions, is hereby deleted in its entirety and replaced with the attached Special Provision No. 3, Agreement Administration / Communication, incorporated herewith.
- (5) The Agreement's Attachment C-1, Service Model and Service Level Agreement, Revision No. 2, 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. 3, incorporated herewith.

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. 14 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 Dyson, DVP/GM		
TITLE Senior Manager, Business Services		ADDRESS Attn: Deborah Dyson, General Manager 3300 Olcott St., Santa Clara, CA 95054		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	PROGRAM/CATEGORY (CODE AND TITLE) N/A	FUND TITLE Trial Court Improvement Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$400,000.08	(OPTIONAL USE) Funding information for Service Model only is below, all other funding information will be included in individual Work Orders, if any.			
TOTAL AMOUNT ENCUMBERED TO DATE \$400,000.08	ITEM 0250-605-0159 (\$200,000.00) 0250-605-0159 (\$100,000.08) 0250-605-0159 (\$100,000.00)	CHAPTER 850 850 850	STATUTE 1997 1997 1997	FISCAL YEAR 2005-2006 2006-2007 2007-2008
OBJECT OF EXPENDITURE (CODE AND TITLE) 0159-45111039-0751-59-05; 0159-45081039-0751-59-06; 0159-45121044-0417-59-07				
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 1/13/08		

Department of General Services
Use Only
EXEMPT FROM DEPARTMENT OF
GENERAL SERVICES APPROVAL

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

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The following list includes provision(s) incorporated into Exhibit B, General Terms & Conditions, pursuant to this Amendment:

“3. Agreement Administration/Communication [Revised]

A. State’s Project Manager.

The State’s Project Manager for this Master Agreement is named below. All requests and communications about this Master Agreement shall be made through the State’s 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.

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- 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. *[Revised]*

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 Fiscal Services
2850 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 and other designees named below are authorized to contact

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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

Finance Division
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

Stephen Nash, Director

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

Claudia Torres, Senior Accounting Technician

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

F. Coordinated User Group Meetings and Program Review.

- i. 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.).
- 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 LIST

ATTACHMENT C-1
SERVICE MODEL AND SERVICE LEVEL AGREEMENT
REVISION NO. 3

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. *Effective December 1, 2008, 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: (i) a team of four implementation and service support associates for the period November 28, 2005 through November 27, 2006, (ii) a team of two implementation and service support associates for the period November 28, 2006 through December 1, 2007, and (iii) a team of two implementation and service support associates for the period December 2, 2007 through December 1, 2008, *and (iv) a team of one service support associate for the period December 2, 2008 through December 1, 2009*, 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, (i) a minimum of two support associates from each of the respective functions (implementation and service) will always be available for the period November 28, 2005 through November 27, 2006, (ii) a minimum of one of the support associates will be available for the period November 28, 2006 through December 1, 2007, and (iii) a minimum of one of the support associates will be available for the period December 2, 2007 through December 1, 2008, *and (iv) a minimum of one support associate will be available for the period December 2, 2008 through December 1, 2009 during the designated hours.*
- iii. The Key Personnel named below are members of the Service Team:

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- 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.
- 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.
- *For the period December 1, 2008 through December 1, 2009:*
 - **Diane Sartor** – 29 years ADP with expertise in the highest level of escalations, particularly in the area of calculations, benefit accruals, and management reports.
- iv. Service Team members will possess 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
- v. *[New] The AOC and the courts will be assigned to a Relationship Manager (there is no additional charge for this service). The manager will be available for high level assistance including the following:*
 - *Performing process reviews of how courts currently process payroll and suggesting improvements.*
 - *Creating strategies to utilize current features that the courts are not using to their best advantage.*

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b. Hours and Communication

- 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:
 - *Mary Howell, Relationship Management Executive, 503 353-1590*
 - *Cathy Angulo, Relationship Manager, 408 876-6564*

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.

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- 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:** 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:** 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.

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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

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%).

iii. For the period December 2, 2007 through December 1, 2008: The total amount the AOC will pay to the Contractor under this Agreement for performance

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of the Work required to provide the Service Model described herein is **\$100,000.00 from December 1, 2007 through December 1, 2008**. Contractor will invoice the AOC in equal amounts of **\$8,333.33 each month** for the first 11 months of the term, and an invoice amount of **\$8,333.37** for the final month of the first option term. 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 an additional one-year option upon the expiration of the first one-year option 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%).

iv. *[New] For the period December 2, 2008 through December 1, 2009: Effective December 2, 2008, the Service Team charges will no longer be paid by the AOC; therefore, 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 shall be \$0.00 for the period December 2, 2008 through December 1, 2009. Effective December 2, 2008, ADP shall bill the courts directly for cost of providing the Service Model. The cost to the courts will be based on one Service Team member's salary at \$60,000/year.*

v. *[New] In the event the parties agree to subsequently extend the Term of the Agreement the parties may agree to any changes in pricing; however, in no event will the price for any 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

From November 28, 2005 to December 1, 2008

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;

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- 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.

[New] From December 1, 2008 to December 1, 2009

The Contractor shall include the cost of the Service Model in the biweekly invoices to the courts. The total amount for the one Service Team member of \$60,000 will be divided by the number of total pays in the courts as of 10/30/2008 (4,060) and divided by 26 (the number of biweekly invoicing in a year):

$\$60,000/4,060 \text{ pays}/26 \text{ invoices} = .57$

d. Continuous Funding and Evaluation of Cost for Service Model

From November 28, 2005 to December 1, 2008

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.

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[New] From December 2, 2008 to December 1, 2009

- i) *If a court joins or leaves the Master Agreement, the AOC and ADP will review adjusting the annual fee based on the need for an increase or reduction in Service Team personnel. Any increase or decrease will be based on the assumption that the cost for a single member of the Service Team is \$60,000 per year. The charges to the Courts for the Service Model based on pays can be reviewed and subsequently changed based on a request by the AOC or ADP, no more frequently than twice in a 12 month period. 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) *Effective December 2, 2008, ADP shall commence billing the Courts directly, unless otherwise directed by the AOC. The direct billing to the courts will be on a biweekly basis. The biweekly 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.*

End of Attachment C-1, Revision No. 3

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Payroll Services
PC Payroll for Windows
For
Courts of California

I. PAYROLL PROCESSING FEES PER PAY PERIOD	Bi-Weekly/ Semi-Monthly	Monthly
<p>A. Court Service Model The Court Service Model and associated costs is set forth in Exhibit F.</p>		
<p>B. Base Charge</p> <p style="padding-left: 20px;">+ Per Pay Processing and Tax Service</p>	<p>\$94.09</p> <p>+\$1.68/pay</p>	<p>\$106.80</p> <p>+\$1.81/pay</p>
<p>Includes:</p> <ul style="list-style-type: none"> Employees Per Pay Processing and Tax Service Laser Printed Earnings Statements & Reports Reports Include: <ul style="list-style-type: none"> Master Control ,Payroll Register, Payroll Audit Report, Personnel Change Report, Unused Deduction Report, Payroll Summary, Statistical Summary Recap, Statistical Summary Detail IRX (Information Resource Exchange) Web Based (w/ 800# service) HR & Compliance Tool State Unemployment Insurance (SUI) Management Multiple User-Defined Hours/Earnings/Deductions Types Local Check Printing Capabilities for Manual Checks Ability to Modify Some Information on Pay Stubs Ability to Pay Employees at More than One Pay Rate User Guides View and Change Payroll Prior to Final Processing Process Pre and Post-Tax Deductions Process Retroactive Payments Mass changes to Hours/Earnings/Deduction Types Ability to Manually Adjust Earnings Deferred Compensation Retirement Deductions (PERS) Taxable and Non-Taxable Reimbursements Moving Allowance and Car Allowance 		
<p>C. Additional Features</p>		
<p>1. Total Pay</p> <p style="padding-left: 20px;">*Includes...</p> <ul style="list-style-type: none"> • Check Signing • Check Stuffing • Full Service Direct Deposit (up to 3 accounts) • Official Bank Check w/ Check Reconciliation • Check Fraud Protection <p style="padding-left: 20px;">*10.00 fee applies for stop payments/direct deposit reversals</p>		<p>\$18.90 + .34/pay</p>
<p>2. Benefit Accruals</p> <p style="padding-left: 20px;">(Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)</p>		<p>\$6.83 per 100 employees</p>
<p>3. Labor Distribution</p> <p style="padding-left: 20px;">(Split employee earnings between multiple cost centers)</p>		<p>\$10.25 per 100 employees</p>

4.	Standard General Ledger Report/Download <i>(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote. Standard G/L includes earnings, taxes, deductions allocated to a single cost center, max. 24 character)</i>	\$52.50
5.	Super Data Access (Check Detail & Cumulative Data Download)	\$1785 per 100 employees
6.	iPaystatements	no charge
7.	Automatic Group Term Life Calculation	\$2.78 per 100 employees
8.	Overnight Processing	\$5.00 per 100 employees
9.	Wage Garnishment Processing & Payment Service (WGPS)	\$8.95 base + per lien charge of \$2.60
10.	Documax (CD-Rom Output) <i>(CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)</i>	\$21.00
11.	ADP Delivery	\$8.95
12.	New Hire Reporting	\$2.78 per new hire
13.	Split Wrap (Delivery of checks or reports to a different location)	\$13.50

II. JUROR PAYROLL (No Tax Service Included) **Weekly** **Bi-Weekly/Semi-Monthly** **Monthly**

A.	Base Charge	\$57.32	\$72.19	\$84.90
	+Per Pay Processing	+\$1.24/pay	+\$1.41/pay	+\$1.55/pay
	Includes:	Employees Per Pay Processing Laser Printed Earnings Statements & Reports IRX (Information Resource Exchange) Web Based (w/ 800# service) HR & Compliance Tool Local Check Printing Capabilities for Manual Checks Ability to Modify Some Information on Pay Stubs Functional and Technical User Documentation View and Change Payroll Prior to Final Processing Process Retroactive Payments Taxable and Non-Taxable Reimbursements		

B. Additional Features

1.	Total Pay <i>*Includes...</i>	\$18.90 + .34/pay
	<ul style="list-style-type: none"> • Check Signing • Check Stuffing • Full Service Direct Deposit (up to 3 accounts) • Official Bank Check w/ Check Reconciliation • Check Fraud Protection *10.00 fee applies for stop payments/direct deposit reversals	
2.	Standard General Ledger Report/Download <i>(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)</i>	\$52.50
3.	Super Data Access (Check Detail & Cumulative Data Download)	\$17.85 per 100 jurors

4.	iPaystatements	no charge
5.	Overnight Processing	\$5.00 per 100 jurors
6.	Documax (CD-Rom Output) (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)	\$21.00
7.	ADP Delivery NOTE: If a juror payroll is an additional control and the jury payroll is delivered at the same time as the employee payroll, the delivery fee will be reduced to \$2.60	\$8.95
8.	Split Wrap (Delivery of checks or reports to a different location)	\$13.50

NOTE: If the Juror Payroll is an Additional Control a 25% discount will be offered for all discountable items.

III. PAYROLL PROCESSING FEES PER MONTH

A.	Super Data Access (ReportSmith) (Ad-Hoc Report Writer)	\$178.50
B.	Worker's Compensation Reporting ADP calculates worker's comp wages, by code, by state, and any experience modifier to give you exact W.C. liability)	\$42.00
C.	Network Support/LAN (If applicable)	\$26.25

IV. YEAR END SERVICES

A.	W-2 Earnings Statements (Includes Magnetic Tape Filing & W-3 Transmittal)	\$4.95/W-2 (\$75.00 minimum)
B.	W-2s on CDROM	\$52.50+.26/W-2

V. ONE-TIME FEES:

A.	Implementation Fees	15.75% of Annual Outsourced Payroll Fees
B.	One-Time License Fees PC Payroll for Windows ReportSmith	\$525.00/workstation \$105.00/workstation
C.	Network Installations Fees (If applicable) LAN Installation Citrix Installation Virtual Installations	\$1500.00/day \$3000.00/day \$750.00/day
D.	On-Site Consulting Services	\$1350.00/day

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

End of PC Payroll for Windows Pricing

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Payroll Services
PayExpert (Internet Payroll)
For
Courts of California

Note: Payexpert, based on its limited functionality with labor distribution, general ledger reporting, import capabilities, history tracking and human resource tracking, may not be the right solution to meet the needs of the courts. An analysis will be done by ADP to determine whether this option is viable for a particular court.

I. PAYROLL PROCESSING FEES PER PAY PERIOD Bi-Weekly/Semi-Monthly/Monthly

A. Court Service Model

The Court Service Model and associated costs is set forth in Exhibit F.

B. Per Pay Processing and Tax Service

\$3.24/check for 1st 100 checks
 Plus \$1.90/check over 100
 (\$63.00 minimum)

Includes: Employees Per Pay Processing and Tax Service
 Laser Printed Earnings Statements & Reports
 Reports Include:
 Master Control ,Payroll Register, Payroll Audit Report, Personnel Change Report, Unused Deduction Report,Payroll Summary, Statistical Summary Recap,Statistical Summary Detail
 IRX (Information Resource Exchange)
 Web Based (w/ 800# service) HR & Compliance Tool
 State Unemployment Insurance (SUI) Management
 Multiple User-Defined Hours/Earnings/Deductions Types
 Local Check Printing Capabilities for Manual Checks
 Ability to Modify Some Information on Pay Stubs
 Ability to Pay Employees at More than One Pay Rate
 Functional and Technical User Documentation
 View and Change Payroll Prior to Final Processing
 Process Pre and Post-Tax Deductions
 Process Retroactive Payments
 Mass changes to Hours/Earnings/Deduction Types
 Ability to Manually Adjust Earnings
 Deferred Compensation
 Retirement Deductions (PERS)
 Taxable and Non-Taxable Reimbursements
 Moving Allowance and Car Allowance

C. Additional Features

- | | | |
|----|---|----------|
| 1. | Total Pay | Included |
| | <i>*Includes...</i> | |
| | • Check Signing | |
| | • Check Stuffing | |
| | • Full Service Direct Deposit (up to 3 accounts) | |
| | • Official Bank Check w/ Check Reconciliation | |
| | • Check Fraud Protection | |
| | *10.00 fee applies for stop payments/direct deposit reversals | |

2.	Benefit Accruals <i>(Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)</i>	\$6.83 per 100 employees
3.	Labor Distribution <i>(Split employee earnings between multiple cost centers)</i>	\$10.25 per 100 employees
4.	iPaystatements	no charge
5.	Standard General Ledger Report/Download <i>(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)</i>	\$52.50
6.	Automatic Group Term Life Calculation	Included
7.	Overnight Processing	Included
8.	Wage Garnishment Processing & Payment Service (WGPS)	\$8.95 base + per lien charge of \$2.60
9.	Documax (CD-Rom Output) <i>(CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)</i>	\$21.00
10.	ADP Delivery	Included
11.	New Hire Reporting	Included
12.	Split Wrap (Delivery of checks or reports to a different location)	\$13.50

II.	JUROR PAYROLL (No Tax Service Included)	Weekly	Bi-Weekly/Semi-Monthly	Monthly
A.	Base Charge	\$57.32	\$72.19	\$84.90
	+Per Pay Processing	+\$1.24/pay	+\$1.41/pay	+\$1.55/pay
	Includes:	Employees Per Pay Processing Laser Printed Earnings Statements & Reports IRX (Information Resource Exchange) Web Based (w/ 800# service) HR & Compliance Tool Local Check Printing Capabilities for Manual Checks Ability to Modify Some Information on Pay Stubs Functional and Technical User Documentation View and Change Payroll Prior to Final Processing Process Retroactive Payments Taxable and Non-Taxable Reimbursements		
B.	Additional Features			
	1. Total Pay			\$18.90 + .34/pay
	*Includes ...			
	<ul style="list-style-type: none"> • Check Signing • Check Stuffing • Full Service Direct Deposit (up to 3 accounts) • Official Bank Check w/ Check Reconciliation • Check Fraud Protection 			
	*10.00 fee applies for stop payments/direct deposit reversals			

2.	Standard General Ledger Report/Download <i>(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)</i>	\$52.50
3.	Super Data Access (Check Detail & Cumulative Data Download)	\$17.85 per 100 jurors
4.	iPaystatements	no charge
5.	Overnight Processing	\$5.00 per 100 jurors
6.	Documax (CD-Rom Output) <i>(CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)</i>	\$21.00
7.	ADP Delivery <i>NOTE: If a juror payroll is an additional control and the jury payroll is delivered at the same time as the employee payroll, the delivery fee will be reduced to \$2.60</i>	\$8.95
8.	Split Wrap (Delivery of checks or reports to a different location)	\$13.50

NOTE: If the Juror Payroll is an Additional Control a 25% discount will be offered for all discountable items.

III. PAYROLL PROCESSING FEES PER MONTH

A.	Report Writer <i>(Ad-Hoc Report Writer)</i>	\$52.50
B.	Worker's Compensation Reporting <i>ADP calculates worker's comp wages, by code, by state, and any experience modifier to give you exact W.C. liability)</i>	\$42.00

IV. YEAR END SERVICES

A.	W-2 Earnings Statements <i>(Includes Magnetic Tape Filing & W-3 Transmittal)</i>	\$4.95/W-2 <i>(\$75.00 minimum)</i>
B.	W-2s on CDROM	\$52.50 + .26/W-2

V. ONE-TIME FEES:

A.	Implementation Fees	15.75% of Annual Outsourced Payroll Fees
B.	One-Time License Fees	N/A
C.	Network Installations Fees (If applicable)	N/A
D.	On-Site Consulting Services	\$1350.00/day

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

End of PayExpert (Internet Payroll) Pricing

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Human Resource Management Solutions for
PC Payroll for Windows
For
Courts of California

I. HR PROFILE

A. ONGOING MONTHLY FEES

Base Charge	\$220.50
+ Per Employee Processing	+ \$.34/employee

B. ONE-TIME FEES:

1. Implementation Fees	\$1000.00 or \$2500.00 depending on service level
------------------------	--

\$1000.00 Service Level Includes:

1-2 Virtual Support Sessions to achieve the following:

Set Up of Validation Tables, Benefit Plans, Assign User Security, Explore Several Features and Reports

\$2500.00 Service Level Includes:

2-4 Virtual Support Sessions to achieve the following:

Determine your HR Needs, Set Implementation Priorities, Review how you currently Track HR Data, Set Up of Validation Tables, Benefit Plans, Assign User Security, Explore Several Features and Reports, Import your Data into HR Profile, Verify the Accuracy of the Imports. Note: After you export data from your current system, you'll create and import file based on a sample provided by ADP. Before this session, your implementation consultant will test the file to determine if it needs any changes.

2. Additional Consulting Services	\$1050.00/day
3. One-Time License Fees	N/C if on same PC as PC Payroll for Windows, otherwise \$500.00/workstation

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

II. HR PERSPECTIVE

A. ONGOING MONTHLY FEES

Base Charge	\$3.62/employee
+ Per Employee Processing	(\$630.00minimum)

FEES INCLUDE HR PERSPECTIVE SELF SERVICE (ESS/MSS)

B. ONE-TIME FEES:

1. Core HR/Perspective Implementation Fees	\$13,500
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(Includes both on site and offsite consulting days to accomplish core implementation. The definition of a core implementation involves populating the HR database with your active employees' current address, employment, job/position, salary and benefit information. You are responsible for reviewing and verifying the data before going live on the system. Once the system is live the client has an HR system with basic HR data interfacing with the ADP PC Payroll system. With the current implementation model, client will receive no less than 2 and no more than 4 on site visits.)

2. Core HR/Perspective Self Service Implementation Fees \$11,200
 (Includes both on site and offsite consulting days to accomplish core implementation deliverables. The Self Service implementation includes the set up and configuration of the About Me, Benefits, Company and My Team Modules. It also includes the necessary authorization and notification processes. Training for the Self Service administrators on maintaining the system is also provided. Note: The information available in each of the Self Service Modules is dependent on data within HR/Perspective. With the current implementation model, client will receive no less than 2 and no more than 4 on site visits.)

3. Additional Consulting Services \$1350.00/day
 or \$168.75/hour with 4 hour minimum

Commonly requested additional HR/Perspective consulting include:

- Additional HR Data Imports
- Historical Data Imports
- Custom Queries and Reporting
- Interfaces to Other Systems (Imports and Exports)
- Additional System Security
- Time Off Management
- Appraisals and Development
- Training and Education
- Skills, licenses, memberships
- Disciplinary action
- Recruitment
- HR/Perspective Custom forms and tables
- Interface with ADP Time and Labor Management systems

Commonly requested additional HR/Perspective Self Service consulting include:

- Career module with Recruitment
- Custom work flows for Appraisals in the My Team module
- Custom time-off requests in the About Me module
- Custom training and education requests and workflows in the Career and My Team Modules

4. One-Time License Fees
 HR Perspective \$625.00/workstation
 HR Perspective Self Service Database Charge \$367.50

\$1,500.00/day add'l installation fee if installed separately from PC Payroll for Windows

5. Network Installations Fees (If applicable)
 LAN Installation \$1500.00/day
 Citrix Installation \$3000.00/day
 Virtual Installations \$750.00/day

6. Training Fees Included for up to 12 person days of training

7. Additional Training Days \$472.50/day

8. Custom Query Building (Report Writing) \$157.50/hour

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

III. HR/BENEFITS SOLUTION

A. ONGOING MONTHLY FEES

- a. Basic – Includes Robust HRMS, Benefits Administration and Employee Self Service
 - 50-99 Employees \$5.95/employee/month
 (\$298.00 monthly minimum fee applies)
 - 1st 100-249 Employees \$5.95/employee/month
 (\$595.00 monthly minimum fee applies)

Next 250-499 Employees \$5.45/employee/month
 Next 500+ Employees \$4.85/employee/month

b. Advanced - Includes Robust HRMS, Benefits Administration, Employee Self Service and Manager Self Service

50-99 Employees \$7.30/employee/month
 (\$365.00 monthly minimum fee applies)
 1st 100-249 Employees \$7.30/employee/month
 (\$730.00 monthly minimum fee applies)
 Next 250-499 Employees \$6.80/employee/month
 Next 500+ Employees \$6.15/employee/month

Note: For clients with 100-999 employees, charges will be applied on a sliding scale. The first 249 employees will be charged at the higher tier pricing, the next 250-499 employees will be at the next lower tier pricing, and employees 500 and above will be at the lowest tier pricing.

c. Recruitment \$.80cents/employee/month
 d. Archived Employees \$.45cents/employee/month

B. ONE TIME FEES:

1. Implementation Fees

a. Basic – Includes Robust HRMS, Benefits Administration and Employee Self Service

50-99 Employees \$3,000.00
 1st 100-249 Employees \$5,000.00
 Next 250-499 Employees \$7,000.00
 Next 500+ Employees \$9,000.00

b. Advanced - Includes Robust HRMS, Benefits Administration, Employee Self Service and Manager Self Service

50-99 Employees \$4,000.00
 1st 100-249 Employees \$6,000.00
 Next 250-499 Employees \$8,000.00
 Next 500+ Employees \$10,000.00

All implementations are virtual. The pricing above includes all implementation services required to accomplish core implementation. The definition of core implementation involves populating the HR Database with your active employees' current address, employment, job/position, salary and benefit information. You are responsible for reviewing and verifying the data before going live on the system. Once the system is live the client has an HR system with basic HR data interfacing to ADP PC Payroll or Payexpert.

c. Recruitment \$2000.00

3. Additional Consulting Services (PCS) \$200.00/hour, 4 hour minimum

Common Additional Consulting Services Requests

Additional HR Data Imports

Historical Data Imports

Training, Education, Licenses, Skills, Certifications

Performance and Disciplinary Actions

International Employee Imports

Non-Employee Imports (contractors, temps, consultants)

4. Integration Service Maintenance \$200.00/hour

5. Automated Import Service \$4000.00

5. Productized Carrier Connections \$2000.00/connection

(productized connections are with carriers we already have connections in a production environment)

6. Non-Productized Carrier Connections TBD upon review of specs

7. HRB Connect Stand-alone changes \$1400.00

8. HRB Connect Standard full file \$1400.00

9. HRB Connect Full data extract \$1400.00

10. Additional Training (offered when more than 3 participants require training) – Clients may need to travel to ADP location for instructor-led training. Travel expenses for training are clients responsibility.

2 Day EE Maintenance & Reporting Class	\$350.00/attendee/class
Virtual Training Class	\$75.00/attendee/class

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

End of Outsourced Human Resource Management Solutions for PC Payroll for Windows Pricing

**Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Human Resource Management Solutions for
PayExpert (Internet Payroll)
For
Courts of California**

I. HR EXPERT

A. ONGOING MONTHLY FEES

Per Employee Processing \$ 1.05/employee

B. ONE-TIME FEES:

1. Implementation Fees Included

2. One-Time License Fees N/A

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

II. SELF SERVICE EXPERT

A. ONGOING MONTHLY FEES

Per Employee Processing \$.26/employee

B. ONE-TIME FEES:

1. Implementation Fees Included

2. One-Time License Fees N/A

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

III. HR/BENEFITS SOLUTION

A. ONGOING MONTHLY FEES

a. Basic – Includes Robust HRMS, Benefits Administration and Employee Self Service

50-99 Employees \$5.95/employee/month

(\$298.00 monthly minimum fee applies)

1st 100-249 Employees \$5.95/employee/month

(\$595.00 monthly minimum fee applies)

Next 250-499 Employees \$5.45/employee/month

Next 500+ Employees \$4.85/employee/month

b. Advanced - Includes Robust HRMS, Benefits Administration, Employee Self Service and Manager Self Service

50-99 Employees \$7.30/employee/month

(\$365.00 monthly minimum fee applies)

1st 100-249 Employees \$7.30/employee/month

(\$730.00 monthly minimum fee applies)

Next 250-499 Employees \$6.80/employee/month
 Next 500+ Employees \$6.15/employee/month

Note: For clients with 100-999 employees, charges will be applied on a sliding scale. The first 249 employees will be charged at the higher tier pricing, the next 250-499 employees will be at the next lower tier pricing, and employees 500 and above will be at the lowest tier pricing.

c. Recruitment \$.80cents/employee/month
 d. Archived Employees \$.45cents/employee/month

B. ONE TIME FEES:

1. Implementation Fees

a. Basic – Includes Robust HRMS, Benefits Administration and Employee Self Service

50-99 Employees \$3,000.00
 1st 100-249 Employees \$5,000.00
 Next 250-499 Employees \$7,000.00
 Next 500+ Employees \$9,000.00

b. Advanced - Includes Robust HRMS, Benefits Administration, Employee Self Service and Manager Self Service

50-99 Employees \$4,000.00
 1st 100-249 Employees \$6,000.00
 Next 250-499 Employees \$8,000.00
 Next 500+ Employees \$10,000.00

All implementations are virtual. The pricing above includes all implementation services required to accomplish core implementation. The definition of core implementation involves populating the HR Database with your active employees' current address, employment, job/position, salary and benefit information. You are responsible for reviewing and verifying the data before going live on the system. Once the system is live the client has an HR system with basic HR data interfacing to ADP PCPayroll or Payexpert.

c. Recruitment \$2000.00

3. Additional Consulting Services (PCS) \$200.00/hour, 4 hour minimum

Common Additional Consulting Services Requests
 Additional HR Data Imports
 Historical Data Imports
 Training, Education, Licenses, Skills, Certifications
 Performance and Disciplinary Actions
 International Employee Imports
 Non-Employee Imports (contractors, temps, consultants)

4. Integration Service Maintenance \$200.00/hour
 5. Automated Import Service \$4000.00

5. Productized Carrier Connections \$2000.00/connection
 (productized connections are with carriers we already have connections in a production environment)

6. Non-Productized Carrier Connections TBD upon review of specs

7. HRB Connect Stand-alone changes \$1400.00

8. HRB Connect Standard full file \$1400.00

9. HRB Connect Full data extract \$1400.00

10. Additional Training (offered when more than 3 participants require training) – Clients may need to travel to ADP location for instructor-led training. Travel expenses for training are clients responsibility.

2 Day EE Maintenance & Reporting Class \$350.00/attendee/class
 Virtual Training Class \$75.00/attendee/class

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

End of Outsourced Human Resource Management Solutions for PayExpert (Internet Payroll) Pricing

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Company Portal Solutions for
PCPayroll for Windows
OR
PayExpert (Internet Payroll)
For
Courts of California

A.	ONGOING PER PROCESSING FEES	\$1.00/pay/pay period (\$100.00 minimum)
B.	ONE-TIME FEES:	
1.	Implementation Fees	\$1000.00

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Time and Attendance Solutions for
PCPayroll for Windows
OR
PayExpert (Internet Payroll)
For
Courts of California

I. eTIME

A. eTIME Software
ONGOING MONTHLY FEES

Per Employee Processing \$ 2.25/employee
Minimum Monthly Fee Regardless of Number of Employees = \$225.00

ONE-TIME FEES:

- | | |
|--------------------------|-----------------------|
| 1. Implementation Fees | \$3150.00/single user |
| | or |
| | \$4200.00/multi-user |
| 2. One-Time License Fees | Included |
| 3. Training Fees | Included |

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

B. CLOCK OPTIONS
ONGOING MONTHLY FEES

BASIC CLOCK(S)	\$86.10-\$118.65/clock
FULL CLOCK(S)	\$118.65-\$162.75/clock
ALPHANUMERIC – FULL	\$143.85-\$175.35/clock
FULL HANDPUNCH CLOCK(S)	\$150.15-\$192.15/clock

ONE-TIME FEES:

- | | |
|------------------------|----------------|
| 1. Implementation Fees | \$367.50/clock |
|------------------------|----------------|

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

II. EZ LABOR MANAGER (up to 1000 employees only) – Web-based Time and Attendance solution

A. ONGOING MONTHLY FEES

Up to 1000 employees	\$ 3.78/employee (\$189.00 minimum)
Minimum Monthly Fee Regardless of Number of Employees = \$189.00	
This includes web-based timesheets	
For Added Accruals Module	\$.26/employee (\$15.75 minimum)

B. ONE-TIME FEES:

Implementation Fees	
Up to 99 employees	\$525.00
For Added Accruals Module	\$105.00
100-250 employees	\$2100.000
For Added Accruals Module	\$525.00
251-999 employees	\$5250.000
For Added Accruals Module	\$1050.00

C. CLOCK OPTIONS
ONGOING MONTHLY FEES

BASIC CLOCK(S)	\$86.10-\$118.65/clock
FULL CLOCK(S)	\$118.65-\$162.75/clock
ALPHANUMERIC – FULL	\$143.85-\$175.35/clock
FULL HANDPUNCH CLOCK(S)	\$150.15-\$192.15/clock

ONE-TIME FEES:

1. Implementation Fees	\$367.50/clock
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Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

III. ENTERPRISE ETIME SOFTWARE

A. ONGOING MONTHLY FEES

Includes licensing for 1 manager for every 10 employees, includes virtual training for up to 2 administrators

Per Employee Processing	\$ 4.15/employee
Minimum Monthly Fee Regardless of Number of Employees = \$840.00	

Per Employee Process with Added Accruals Module	\$ 4.67/employee
Minimum Monthly Fee Regardless of Number of Employees = \$945.00	

Includes virtual training for up to 2 administrators

B. ONE-TIME FEES:

1. Implementation Fees	\$12,600.00
2. Accruals Module Added Implementation Fees	\$3,150.00
3. On-Site Training (for up to 6 participants)	\$5,250.00
4. Additional Virtual Training (for up to 6 participants)	\$1,050.00
5. Additional Manager Licenses (if needed)	\$1,050.00 for every 10 mgrs

C. CLOCK OPTIONS
ONGOING MONTHLY FEES

BASIC CLOCK(S)	\$86.10-\$118.65/clock
FULL CLOCK(S)	\$118.65-\$162.75/clock
ALPHANUMERIC – FULL	\$143.85-\$175.35/clock
FULL HANDPUNCH CLOCK(S)	\$150.15-\$192.15/clock

4500 CLOCK(S)	\$172.20-\$193.20/clock
4500 ALPHANUMERIC CLOCK(S)	\$184.80-\$205.80/clock
4500 PROXIMITY CLOCK(S)	\$207.90-\$228.90/clock
4500 ALPHANUMERIC PROXIMITY CLOCK(S)	\$220.50-\$241.50/clock

ONE-TIME FEES:

1. Implementation Fees	\$367.50/clock
------------------------	----------------

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

*End of Outsourced Time and Attendance Solutions for PCPayroll for Windows
OR
PayExpert (Internet Payroll) Pricing*

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Hosting Services for
ADP's Software Applications
For
Courts of California

I. HOSTING SERVICES

Includes VPN connectivity – ADP provides Cisco router. Client must have broadband connection to Internet and network infrastructure in which the router will be installed.

OR

SecureIDConnectivity – ADP provides SecureID Key Fobs for the first 5 users.

A. PCPAYROLL FOR WINDOWS (with or without HR/Profile or HR/Perspective)		
1.	ONGOING MONTHLY FEES	\$945.00
2.	ONE-TIME FEES	
	a. Implementation	\$1575.00
	b. Database Migration	\$1575.00
	(for current clients migrating to a hosting solution)	
B. ENTERPRISE eTIME		
1.	ONGOING MONTHLY FEES	\$945.00
2.	ONE-TIME FEES	
	a. Implementation	\$3,675.00

Additional Fees will apply for other connectivity options including:

Frame Relay (includes ISDN back-up instead of VPN or Secure Ids)

PCPW (with or without HR/Profile), PCPW & HR Perspective \$1155.00/month

Enterprise eTime \$1732.50/month

ISDN Back Up \$173.25/month

Additional Secure ID Key Fobs (if more than 5 Key Fobs are needed) \$17.33/ID/month

C. eTIME (hosted by ADP Partner Wizmo)

Quote to be given to ADP by Wizmo based on Configuration needed

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

End of Outsourced Hosting Services for ADP's Software Application Pricing

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Benefits/Compliance Administration Solutions
For
Courts of California

I COBRA Administration Services

A. ONGOING MONTHLY FEES

Varies Based on Number of Benefit Eligible Employees

1-99 employees	\$ 131.25/month
100-499 employees	\$ 1.31/employee/month
500-999 employees	\$.89/employee/month

B. ONE-TIME FEES:

1. Implementation Fees (Includes 20 plans and 1 reporting location)	\$525.00
2. Initial Notification of COBRA Rights to Current Participants (Optional)	\$4.46/current participants
3. Additional COBRA plans (greater than 20)	\$31.50/additional plan
4. Additional Reporting Locations	\$31.50/additional location

C. OPTIONAL SERVICES MONTHLY FEES:

1. Direct Bill Participants Management of premium billing and collection for retirees, leave of absences and non-COBRA severance coverage.	\$5.80/participant
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Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

II. Flexible Spending Account (FSA) Administration

A. ONGOING MONTHLY FEES

Health and Dependent Care	\$ 6.30/participant/month w/ Stored Value Cards \$ 5.78/participant/month w/o Stored Value Cards (\$168.00/month minimum)
Commuter Benefit Services	\$ 6.30/participant/month w/ Stored Value Cards \$ 5.78/participant/month w/o Stored Value Cards (\$168.00/month minimum)

B. ONE-TIME FEES:

Health and Dependent Care

1. Implementation	\$1050.00
2. Annual Renewal	\$525.00/year after 1 st year
3. Stored Value Cards	\$1.75/card

Commuter Benefit Services

1.	Implementation	\$1050.00
2.	Stored Value Cards	\$1.75/card

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

III. HR/Benefits Solution

A. ONGOING MONTHLY FEES

a. Basic – Includes Robust HRMS, Benefits Administration and Employee Self Service

50-99 Employees	\$5.95/employee/month
(\$298.00 monthly minimum fee applies)	
1 st 100-249 Employees	\$5.95/employee/month
(\$595.00 monthly minimum fee applies)	
Next 250-499 Employees	\$5.45/employee/month
Next 500+ Employees	\$4.85/employee/month

b. Advanced - Includes Robust HRMS, Benefits Administration, Employee Self Service and Manager Self Service

50-99 Employees	\$7.30/employee/month
(\$365.00 monthly minimum fee applies)	
1 st 100-249 Employees	\$7.30/employee/month
(\$730.00 monthly minimum fee applies)	
Next 250-499 Employees	\$6.80/employee/month
Next 500+ Employees	\$6.15/employee/month

Note: For clients with 100-999 employees, charges will be applied on a sliding scale. The first 249 employees will be charged at the higher tier pricing, the next 250-499 employees will be at the next lower tier pricing, and employees 500 and above will be at the lowest tier pricing.

c. Recruitment	\$.80cents/employee/month
d. Archived Employees	\$.45cents/employee/month

B. ONE TIME FEES:

1. Implementation Fees

a. Basic – Includes Robust HRMS, Benefits Administration and Employee Self Service

50-99 Employees	\$3,000.00
1 st 100-249 Employees	\$5,000.00
Next 250-499 Employees	\$7,000.00
Next 500+ Employees	\$9,000.00

b. Advanced - Includes Robust HRMS, Benefits Administration, Employee Self Service and Manager Self Service

50-99 Employees	\$4,000.00
1 st 100-249 Employees	\$6,000.00
Next 250-499 Employees	\$8,000.00
Next 500+ Employees	\$10,000.00

All implementations are virtual. The pricing above includes all implementation services required to accomplish core implementation. The definition of core implementation involves populating the HR Database with your active employees' current address, employment, job/position, salary and benefit information. You are responsible for reviewing and verifying the data before going live on the system. Once the system is live the client has an HR system with basic HR data interfacing to ADP PCPayroll or Payexpert.

c. Recruitment	\$2000.00
3. Additional Consulting Services (PCS)	\$200.00/hour, 4 hour minimum
Common Additional Consulting Services Requests	
Additional HR Data Imports	
Historical Data Imports	
Training, Education, Licenses, Skills, Certifications	
Performance and Disciplinary Actions	
International Employee Imports	
Non-Employee Imports (contractors, temps, consultants)	
4. Integration Service Maintenance	\$200.00/hour
5. Automated Import Service	\$4000.00
5. Productized Carrier Connections	\$2000.00/connection
(productized connections are with carriers we already have connections in a production environment)	
6. Non-Productized Carrier Connections	TBD upon review of specs
7. HRB Connect Stand-alone changes	\$1400.00
8. HRB Connect Standard full file	\$1400.00
9. HRB Connect Full data extract	\$1400.00
10. Additional Training (offered when more than 3 participants require training) – Clients may need to travel to ADP location for instructor-led training. Travel expenses for training are clients responsibility.	
2 Day EE Maintenance & Reporting Class	\$350.00/attendee/class
Virtual Training Class	\$75.00/attendee/class

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.

IV. 401k Administration and 529 College Savings Plans

Pricing TBD by ADP Licensed Retirement Specialist

V. Benefit Options - Voluntary Benefits (AD&D, Life, etc.) Administration

Pricing TBD by ADP Partner, Worksite Solutions, a division of AON, Representative

End of Outsourced Benefits/Compliance Administration Solutions Pricing

Exhibit E – Contractor's Pricing List (Revision 6)
Outsourced Court Specific Payroll, Human Resource and Reporting Needs
For
Courts of California

1. Optional Management Reports

A. ONGOING PER PROCESSING FEES \$25.00

B. ONE-TIME FEES:

1. Implementation Fees \$250.00

These are for reports required in addition to the standard reports that ADP provides listed in Exhibit E under the Base Charge sections for Outsourced Payroll Services. These reports are reports that are not standard reports but are additional reports that do not require ADP's custom programmer to write. e.g. Deduction Report, PTO/Vacation/Sick Report, Simple Calculation Report

2. Custom Report Programming

A. ONGOING PER PROCESSING FEES \$105.00

B. ONE-TIME FEES:

1. Implementation Fees TBD upon review of specs
 Billing Rate of \$131.25/hour
 \$1,250.00/minimum

These are for reports required in addition to the standard reports that ADP provides listed in Exhibit E under the Base Charge sections for Outsourced Payroll Services. These reports are reports that are not standard reports but are additional reports that do require ADP's custom programmer to write. e.g. Reports with complex sorting options, Reports with totaling by multiple fields/multiple levels, Reports with calculations that require more than 3 levels of computation, PTO/Vacation/Sick Report, Reports that required complex job allocation.

3. CARS G/L

A. ONGOING PER PROCESSING FEES \$105.00

B. ONE-TIME FEES:

1. Implementation Fees \$3150.00

4. Custom Labor Distribution

A. ONGOING PER PROCESSING FEES \$21.00

B. ONE-TIME FEES:

1. Implementation Fees TBD upon review of specs
 Billing Rate of \$131.25/hour
 \$1,050.00/minimum

5. PERS Reporting

A. ONGOING PER PROCESSING FEES \$21.00

- | | | |
|------|---|------------------------------------|
| B. | ONE-TIME FEES: | |
| 1. | Implementation Fees | \$210.00 |
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 | | |
| 6. | iReports (on-line access to Management Reports) | |
| A. | ONGOING PER PROCESSING FEES | \$.05/pay/pay period |
| B. | ONE-TIME FEES: | |
| 1. | Implementation Fees | \$250.00 |
|
 | | |
| 7. | 1937 Retirement Act Calculations and Reporting | |
| A. | ONGOING PER PROCESSING FEES | |
| | Due to the complex and unique nature of this, specs will be analyzed and quotes given on a court by court basis. | |
| B. | ONE-TIME FEES: | |
| | Due to the complex and unique nature of this, specs will be analyzed and quotes given on a court by court basis. | |
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 | | |
| 8. | CPA Tax Filing Assistance for Courts with two EDD Numbers | |
| A. | ONGOING FEES | \$420.00/Quarter + \$420.00/Annual |
| | (Includes preparation of EDD tax return documents which will be returned to Court for signature and filing. Court is still responsible for making required state tax deposits.) | |
| B. | ONE-TIME FEES: | NONE |
|
 | | |
| 9. | Custom Programs to Suppress Direct Deposit Bank Account # on Pay Stubs | |
| A. | ONE-TIME FEES: | |
| 1. | Implementation Fees | \$1,050.00 |
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| 10. | IDI Interface Feeding Benefit Accrual Data from Payroll into EZ Labor Manager or eTime | |
| A. | ONGOING PER PROCESSING FEES | No Charge |
| B. | ONE-TIME FEES: | |
| 1. | Implementation Fees | \$1312.50 |
|
 | | |
| 11. | IDI Interface to Handle FLSA for Courts Needing Weekly Totals | |
| A. | ONGOING MONTHLY FEES | \$75.00 |
| B. | ONE-TIME FEES: | |
| 1. | Implementation Fees | \$2000.00 |
|
 | | |
| 12. | Custom Reportsmith Report Programming | |
| A. | ONGOING PER PROCESSING FEES | No Charge |
| B. | ONE-TIME FEES: | |
| 1. | Implementation Fees | \$105/hour |
|
 | | |
| 13. | Schedule 7A Reporting Assistance (Only Available for Courts on HR/Perspective) | |
| A. | ONGOING PER PROCESSING FEES | No Charge |

- B. ONE-TIME FEES:
- 1. Implementation Fees \$157.50/hour
Includes both consulting services and custom query building
Estimated \$5,000-\$15,000
14. **Additional Company Codes**
- A. ONGOING PER PROCESSING FEES 25% Discount of "Book" Exhibit E Pricing
 - B. ONE-TIME FEES:
 - 1. Implementation Fees \$250.00 (for copies of existing payroll code with no changes)
Otherwise, 15% of Annual Outsourced Payroll Fees
15. **Software Version Upgrades**
- A. Client Install No Charge
 - B. ADP Virtual Installation \$750.00/day
 - C. ADP On Site Installation \$1500.00/day
Note: Database upgrades from Centura SQL to Oracle require ADP Installation - either virtual or on site
 - D. ADP Consulting Services (if desired) \$1350.00/day
16. **External Paydata Interface (EPIP)**
- A. ONGOING MONTHLY FEES \$26.25
 - B. ONE-TIME FEES
 - 1. Implementation Fees \$200.00
17. **Employee Import/Data Exchange**
- A. ONGOING MONTHLY FEES \$105.00 per site
 - B. ONE-TIME FEES
 - 1. Implementation Fees \$100.00 per site

End of Pricing for Outsourced Court Specific Payroll, Human Resource and Reporting Needs

Exhibit E – Contractor's Pricing List (Revision 6)
Price Discounts
For
Courts of California

- I. A discount program will be offered to all Courts processing with ADP under this Agreement. The discount schedule is as follows:

Table A:

Total number of pays	Discount Note 1
1 - 3999	10.0%
4000 - 9999	15.0%
10,000+	20.0%

- II. The discount will be reviewed by ADP twice per calendar year. The schedule for reviewing the discount is as follows:

Table B:

Review date	Effective date of discount
March 1	April 1
September 1	October 1

- III. When a Court starts processing with ADP, it will receive the discount that is in effect for all other courts already processing with ADP.

Note 1:

The discount will be applied as a bottom-line discount. That is, the discount will be applied against all discountable processing fees. A list of non-discountable processing fees follow:

Non-Discountable Items:

All One Time Fees
FSDD/ADPCheck/Totalpay/Totalpay Card
Delivery (ADP or non ADP Delivery)
Year End W-2s, 1099s, & 1099Rs
ADP 529
ADP POP
Online Application/Job Fit Assessment
Any Supplies
San Dimas Fees
Wizmo Fees

Exhibit E – Contractor's Pricing List (Revision 6)
Complimentary Services
For
Courts of California

- I. Contractor shall provide two (2) complimentary American Payroll Association ("APA") memberships for the AOC and each Client subscribing to the Services provided under this Agreement.
- II. Contractor shall provide a complimentary Information Resource Exchange HR Help Desk and HR Resource Library subscription to the AOC and each Client subscribing to the Services provided under this Agreement.
- III. Contractor shall provide one (1) complimentary year end seminar to each Client subscribing to the Services provided under this Agreement.
- IV. Contractor shall provide as part of all new payroll implementations two (2) complimentary parallel (test) payrolls prior to the first live payroll.
- V. Contractor shall provide the following complimentary training for up to 2 attendees:
 - PCPayroll for Windows
 - Reportsmith
 - Payexpert
 - Reportwriter
 - HR Profile
 - HR Expert
 - EZ Labor Manager
 - ETime
 - Benefit Accruals
 - iPay CD
 - Introduction to Virtual Training
 - Benefits Expert
 - Enterprise ETime for Administrators

End of Complimentary Services

END OF EXHIBIT E