State of California

STANDARD AGREEMENT —
STD. 2 (REV. 5-01)

THIS AMENDMENT NO. 13, made and entered into this 2nd day of December, 2007 ("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
Business Services Manager

ENTITY
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Ave.
San Francisco, CA 94102

CONTRACTOR'S NAME
ADP, Inc.

hereafter called the AOC or State,
and

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. 13 TO MASTER AGREEMENT NO. TCMA-200201 BETWEEN THE STATE AND THE CONTRACTOR:

(i) The State hereby exercises its option to extend the Term of this Agreement for the first of two additional one-year options as defined per Amendment No. 11; therefore, this
Agreement, as amended, shall remain effective through December 1, 2008;

(ii) 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. 2, Service Model and Service
Level Agreement, revised per this Amendment, and,
(b) CPA Tax Filing Assistance for Courts with two EE Numbers, at the rates set forth in Section 8, CPA Tax Filing Assistance for Courts with two EDD Numbers, of Exhibit E,
Contractor's Pricing List, Revision 5, Outsourced Court Specific Payroll, Human Resource and Reporting Needs for Courts of California, with the following clarification:
(i) the parties agree that Contractor is authorized to subcontract qualified Certified Public Accountants (CPAs) to provide the requested service to the Courts;
(ii) the Contractor will provide a list of qualified CPAs to Courts requesting the CPA Tax Filing Assistance for Courts with two EDD Numbers Service;
(iii) Courts will contact CPAs directly to make arrangements for the requested service;

(iv) for providing the service, CPAs will bill the Courts at the contracted fees set forth in Section 8, CPA Tax Filing Assistance for Courts with two EDD Numbers, of
Exhibit E, Contractor's Pricing List, Revision 6, Outsourced Court Specific Payroll, Human Resource and Reporting Needs for Courts of California; and

(i) 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 State may pay the Contractor under this Agreement, for providing Services pertaining to the Service Model, as of the Effective Date through the end of the
first one-year option term, December 1, 2008, is hereby increased by $100,000.00 from $300,000.00 to the revised total amount encumbered-to-date of $500,000.08

(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. 1, 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. 2, incorporated herewith.

(6) The Agreement's Exhibit E, Contractor's Pricing List (Revision 5), is hereby deleted in its entirety as of the Effective Date and replaced with the attached Exhibit E,
Contractor's Pricing List (Revision 6), incorporated herewith.

EXCEPT AS PROVIDED HEREBIN, 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. 13 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

BY AUTHORIZED SIGNATURE

PRINTED NAME OF PERSON SIGNING

ADDRESS Attn: Deborah Dyson, General Manager
3300 Olsott St., Santa Clara, CA 95054

BY AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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I hereby certify upon my own personal knowledge that budgeted funds are
available for the purposes of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL

Department of General Services
Use Only

-
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.
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 Fiscal 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. [Revised]

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 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. 2

1. **General Description:**

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

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

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

      i. The Service Model will include: (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, 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, during the designated hours.

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

         o For the period November 28, 2005 through November 27, 2006:

            * **Karen Brown Davis** – 13 year ADP Autopay experience with management, implementation/conversion, project management and service experience
• Debra Morales – 9 year ADP Autopay experience in service support, technical business conversion, and implementation.

• Jennifer Franklin – 8 year ADP Autopay experience in service support for client service with primary emphasis over the last 4 years in large account services (upward of 5,000 pays)

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

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

  • Jennifer Franklin – 9 year ADP Autopay experience in service support for client service with primary emphasis over the last 5 years in large account services (upward of 5,000 pays)

  • Courtney Bailon – 9 year ADP Autopay with customer service experience in multi-sized clients and multi-application usage.

iv. Service Team members will 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

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:

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

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

d. Test Platform

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

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

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

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

e. New Court Implementation Standards

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

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

iii. The Service Model includes documentation of the Client’s payroll setup and documentation of changes to the payroll setup, also referred to as documentation of the Client’s account profile.
f. Account Changes / Updates

Prior to implementing a change or update to an existing account, ADP will submit a completed Work Order form and provide a Transactional Project Plan document to the Court for written approval. The Transactional Project Plan will: (1) identify the scope of the change; (2) establish the roles and responsibilities of ADP and the Court; and (3) establish the time frame to implement the change. Completion and acceptance of the change will be based on the Transactional Project Plan. All projects will be completed by the agreed upon due dates. Revised dates will be mutually agreed upon.

g. Training

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

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

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

3. **Quarterly User Group Sessions**

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

4. **Reports, Monitoring, Program Measurements, and Account Reviews**

   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.

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. [New] 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 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%).

b. Taxes

The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any Subcontractor’s employees’ wages. The AOC will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

c. Method of Payment

The Contractor shall submit an invoice for the Service Model no more often than once a month. After receipt of invoice, the AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the
payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

The AOC will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:

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

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

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

Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

d. Continuous Funding and Evaluation of Cost for Service Model

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

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

End of Attachment C-1
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 [Revised]
   | Bi-Weekly/Monthly | Monthly |
   | Semi-Monthly       |

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

B. Base Charge [Revised]
   | $94.09 | $106.80 |
   | +$1.65/pay | +$1.81/pay |

   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
     - 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

C. Additional Features

1. Total Pay $18.90 + .34/pay
   *Includes...
     - 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 $6.83 per 100 employees
   (Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)

3. Labor Distribution $10.25 per 100 employees
   (Split employee earnings between multiple cost centers)
   (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)  
   $52.50

5. Super Data Access (Check Detail & Cumulative Data Download)  
   $1785 per 100 employees

6. iPay statements [Revised]  
   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)  
    (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)  
    $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

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<th>II. JUROR PAYROLL (No Tax Service Included)</th>
<th>Weekly</th>
<th>Bi-Weekly/Semi-Monthly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Base Charge [Revised]</td>
<td>$57.32</td>
<td>$72.19</td>
<td>$84.90</td>
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<tr>
<td>+ Per Pay Processing [Revised]</td>
<td>+$1.24/pay</td>
<td>+$1.41/pay</td>
<td>+$1.55/pay</td>
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<td>Includes:</td>
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<tr>
<td>Employees Per Pay Processing</td>
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<tr>
<td>Laser Printed Earnings Statements &amp; Reports</td>
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<tr>
<td>IRX (Information Resource Exchange)</td>
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<tr>
<td>Web Based (w/ 800# service) HR &amp; Compliance Tool</td>
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<tr>
<td>Local Check Printing Capabilities for Manual Checks</td>
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<tr>
<td>Ability to Modify Some Information on Pay Stubs</td>
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<tr>
<td>Functional and Technical User Documentation</td>
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<tr>
<td>View and Change Payroll Prior to Final Processing</td>
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<tr>
<td>Process Retroactive Payments</td>
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<tr>
<td>Taxable and Non-Taxable Reimbursements</td>
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</tbody>
</table>

B. Additional Features

1. Total Pay  
   *Includes...  
   $18.90 + .34/pay
   - 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  
   (If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)  
   $52.50

3. Super Data Access (Check Detail & Cumulative Data Download)  
   $17.85 per 100 jurors
4. iPaystatements [Revised] no charge

5. Overnight Processing $5.00 per 100 jurors

6. Documax (CD-Rom Output) $21.00
   (CD-Rom output of all reporting & history for archival and storage.
   ADOBE Acrobat format for easy viewing & e-mailing reports.)

7. ADP Delivery $8.95
   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. 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) $178.50
   (Ad-Hoc Report Writer)

B. Worker's Compensation Reporting $42.00
   ADP calculates worker's comp wages, by code, by state, and
   any experience modifier to give you exact W.C. liability)

C. Network Support/LAN (If applicable) $26.25

IV. YEAR END SERVICES [Revised]

A. W-2 Earnings Statements/Revised] $4.95/W-2
   (Includes Magnetic Tape Filing & W-3 Transmittal)
   ($75.00 minimum)

B. W-2s on CDROM $52.50+.25/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 $525.00/workstation
   ReportSmith $105.00/workstation

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

Page 3 of 26
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 [Revised]  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 [Revised]  $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

*Includes...
- 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
   (Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual) $6.83 per 100 employees
3. Labor Distribution
   (Split employee earnings between multiple cost centers) $10.25 per 100 employees
4. iPaystatements [Revised] no charge
5. Standard General Ledger Report/Download
   (If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote) $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)
   (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.) $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 [Revised] $57.32 $72.19 $84.90
   +Per Pay Processing [Revised] +$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...
      • 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

Page 5 of 26
2. Standard General Ledger Report/Download
   \textit{(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)} \hspace{1cm} $52.50

3. Super Data Access (Check Detail & Cumulative Data Download) \hspace{1cm} $17.85 \text{ per 100 jurors}

4. iPayStatements \textit{(Revised)} \hspace{1cm} \textit{no charge}

5. Overnight Processing \hspace{1cm} $5.00 \text{ per 100 jurors}

6. Documax (CD-Rom Output)
   \textit{(CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)} \hspace{1cm} $21.00

7. ADP Delivery \hspace{1cm} $8.95
   \textit{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. Split Wrap (Delivery of checks or reports to a different location) \hspace{1cm} $13.50

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

\section*{III. PAYROLL PROCESSING FEES PER MONTH}

\hspace{1cm} A. Report Writer
   \textit{(Ad-Hoc Report Writer)} \hspace{1cm} $52.50

\hspace{1cm} 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 \hspace{1cm} $42.00

\section*{IV. YEAR END SERVICES}

\hspace{1cm} A. W-2 Earnings Statements \textit{(Revised)}
   \textit{(Includes Magnetic Tape Filing & W-3 Transmittal)} \hspace{1cm} $4.95/W-2
   ($75.00 minimum)

\hspace{1cm} B. W-2s on CDROM \hspace{1cm} $52.50 + .26/W-2

\section*{V. ONE-TIME FEES:}

\hspace{1cm} A. Implementation Fees \hspace{1cm} 15.75\% of Annual Outsourced Payroll Fees

\hspace{1cm} B. One-Time License Fees \hspace{1cm} N/A

\hspace{1cm} C. Network Installations Fees (If applicable) \hspace{1cm} N/A

\hspace{1cm} D. On-Site Consulting Services \hspace{1cm} $1350.00/day

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

\textit{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 + $0.34/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 ($630.00 minimum)

FEES INCLUDE HR PERSPECTIVE SELF SERVICE (ESS/MSS)

B. ONE-TIME FEES:

1. Core HR/Perspective Implementation Fees $13,500
(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 Experts)
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

III. [New] 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)
      100-249 Employees $5.95/employee/month
      ($395.00 monthly minimum fee applies)
Next 250–499 Employees $3.45/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.

d. Recruitment $8.50 cents/employee/month

c. Archived Employees $8.45 cents/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 Payroll or Payexpert.

c. Recruitment $2,000.00

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 Pull 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 client's 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. [New] HR/BENEFIT 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
      (§395.00 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 highest 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 $8.80 cents/employee/month
d. Archived Employees $4.50 cents/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 Payroll or Payexpert.

c. Recruitment $2,000.00

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 $4,000.00

5. Productized Carrier Connections $200.00/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 $1,400.00

8. HRB Connect Standard full file $1,400.00

9. HRB Connect Full data extract $1,400.00

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
      Minimum Monthly Fee Regardless of Number of Employees = $225.00

      $2.25/employee

      ONE-TIME FEES:
      1. Implementation Fees
         or
         $3150.00/single user
         $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 $0.26/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 $2100.00
For Added Accruals Module $525.00
251-999 employees $5250.00
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

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 participant

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

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 1st 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. (New) 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
      (5095.00 monthly minimum fee applies)
      1st 100-249 Employees $5.95/employee/month
      (5350.00 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
      (5365.00 monthly minimum fee applies)
      1st 100-249 Employees $7.30/employee/month
      (5730.00 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 $0.80/employee/month
   d. Archived Employees $0.45/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 Payroll or Payexpert.
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

6. iReports (on-line access to Management Reports)

A. ONGOING PER PROCESSING FEES $0.05/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.

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

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 $1,312.50

11. IDI Interface to Handle FLSA for Courts Needing Weekly Totals

A. ONGOING MONTHLY FEES $75.00

B. ONE-TIME FEES:

1. Implementation Fees $2,000.00

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
   Includes both consulting services and custom query building $157.50/hour
   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. [New] External Paydata Interface (EPHP)
A. ONGOING MONTHLY FEES $26.25

B. ONE-TIME FEES
   1. Implementation Fees $200.00

17. [New] 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>
<thead>
<tr>
<th>Total number of pays</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 3999</td>
<td>10.0%</td>
</tr>
<tr>
<td>4000 - 9999</td>
<td>15.0%</td>
</tr>
<tr>
<td>10,000+</td>
<td>20.0%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Review date</th>
<th>Effective date of discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1</td>
<td>April 1</td>
</tr>
<tr>
<td>September 1</td>
<td>October 1</td>
</tr>
</tbody>
</table>

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:
   PCCPayroll 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