This Amendment, made and entered into this 16th day of September, 2004, ("Effective Date") in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE
Business Services Manager

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

hereafter called the State or Client, and

CONTRACTOR'S NAME
ADP, Inc.

hereafter called the Contractor.

Pursuant to this Fourth Amendment to Master Agreement TCMA-200201 Between State and ADP, Inc.: Amendment 3, dated September 16th, 2004, is hereby cancelled and replaced with this Amendment 4.

Special Provisions paragraph 3, Agreement Administration/Communication is hereby deleted in its entirety and replaced with the attached Special Provisions paragraph 3, Agreement Administration/Communication.

Exhibit E, Contractor's Price List is hereby deleted in its entirety and replaced with the attached Exhibit E, Contractor's Pricing List Revision 3.

The parties have agreed to extend the term of Master Agreement TCMA-200201 through June 30, 2005 and include two (2) options to extend the Agreement for an additional year. Therefore, the expiration date of this Agreement is hereby extended to June 30, 2005. Upon expiration of the term, the State may elect to amend the Agreement and extend the term for one or more of the option years. At such time, the parties shall agree to any changes in pricing; however, in no event will the price increase more than five percent (5%) per product line, excluding increases to W-2s (which shall not be so limited). In the event the parties cannot come to agreement on any such increases (within such limitations), neither party shall be obligated to continue the Agreement for such additional term.

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

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

STATE OF CALIFORNIA

AGENCY
Judicial Council of California

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING
Grant Walker

TITLE
Business Services Manager

CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)
ADP, Inc. (a corporation)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathryn F. Alonso, General Manager/V.P.

ADDRESS
3300 Old Fess Street, Santa Maria, 93454

Department of General Services
Use Only

AMOUNT ENCUMBERED BY THIS DOCUMENT
$0.00

PROGRAM/CATEGORY (CODE) AND TITLE

FUND TITLE

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT
$0.00

OPTIONAL USE

Funding information will be included in individual work orders if any.

TOTAL AMOUNT ENCUMBERED TO DATE
$0.00

ITEM CHAPTER STATUTE FISCAL YEAR

OBJECT OF EXPENDITURE (CODE AND TITLE)

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

SIGNATURE OF ACCOUNTING OFFICER

DATE

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER
Amendments to Exhibit B, Special Provisions

3. Agreement Administration/Communication

A. State’s Project Manager

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

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

B. Court’s Representative

i. Under this Agreement, the Court’s Representative shall act for the Court on all Work Performed through Work Orders and will be the principal contact person between the Contractor for the day-to-day Work activity associated with the Work Order. The Court’s Representative cannot make any changes to the Master Agreement.

ii. The Court's Representative will notify the State’s Project Manager as to the start, expiration and/or termination dates of any Work Orders executed with the Contractor.

iii. 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 Court’s Representative will submit a courtesy copy of all executed Work Orders to the State’s Project Manager.

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 for the State’s Court Accounting and Reporting System ("Coordinator"). The Coordinator named below will contact the Contractor when changes are made to the State’s Court Accounting and Reporting System 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.

Shaneen Williams
Judicial Council of California
Administrative Office of the Courts
Accounting Processing Center
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509
Telephone: 916 263-1877
Email: shaneen.williams@jud.ca.gov

E. Coordinated User Group Meetings and Program Review

i. Contractor shall participate in User Group Meetings that are coordinated by the State’s Project Manager for the Clients subscribing to the Services provided under this Agreement.

ii. Contractor shall provide a minimum of two (2) program reviews each year. The parties shall mutually agree upon the timing and location of the program reviews. A program review shall include, but is not limited to, a review and discussion of technical issues, service levels, implementation and/or service problems and resolutions, potential configuration changes, and any pending issues or concerns that may impact the Services provided under this Agreement.

END OF AMENDMENT TO SPECIAL PROVISIONS
### Exhibit E - Contractor's Pricing List Revision 3
### Outsourced Payroll Services
### PC Payroll for Windows
### For
### Courts of California

#### I. PAYROLL PROCESSING FEES PER PAY PERIOD

<table>
<thead>
<tr>
<th></th>
<th>Bi-Weekly/ Semi-Monthly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Charge</td>
<td>$87.00</td>
<td>$98.75</td>
</tr>
<tr>
<td>+ Per Pay Processing and Tax Service</td>
<td>+$1.55/pay</td>
<td>+$1.68/pay</td>
</tr>
</tbody>
</table>

Includes:
- Employees Per Pay Processing and Tax Service
- Laser Printed Earnings Statements & Reports
- 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

#### B. 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

   $18.00 + .32/pay

2. **Benefit Accruals**
   
   (Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)

   $6.50 per 100 employees

3. **Labor Distribution**
   
   (Split employee earnings between multiple cost centers)

   $9.75 per 100 employees

4. **Standard General Ledger Report/Download**

   (If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)

   $50.00
5. Super Data Access (Check Detail & Cumulative Data Download) $17.00 per 100 employees
6. Automatic Group Term Life Calculation $2.65 per 100 employees
7. Overnight Processing $4.75 per 100 employees
8. Wage Garnishment Processing & Payment Service (WGPS) $8.50 base + per lien charge of $2.50
9. Documax (CD-Rom Output) $20.00 (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)
10. ADP Delivery $8.50
11. New Hire Reporting $2.65 per new hire

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

A. Base Charge $53.00 $66.75 $78.50
   +Per Pay Processing +$1.14/pay +$1.30/pay +$1.43/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 $18.32 + .32/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. Standard General Ledger Report/Download $50.00 (if G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)

3. Super Data Access (Check Detail & Cumulative Data Download) $17.00 per 100 jurors
4. Overnight Processing $4.75 per 100 jurors
5. Documax (CD-Rom Output) $20.00 (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)
6. 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 $2.50

NOTE: If the Juror Payroll is an Additional Control a 25% discount will be offered for all items above, except: ADP Delivery and Total Pay.

III. PAYROLL PROCESSING FEES PER MONTH

   $170.00

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  
   $40.00

C. Network Support/LAN (If applicable)  
   $25.00

D. iPaystatements  
   $.35/employee/month

IV. YEAR END SERVICES

A. W-2 Earnings Statements  
   (Includes Magnetic Tape Filing & W-3 Transmittal)  
   $3.60/W-2 ($50.00 minimum)

B. W-2s on CDROM  
   $50.00 + .25/W-2

V. ONE-TIME FEES:

A. Implementation Fees  
   (See Attached Document Regarding Implementation)  
   15% of Annual Outsourced Payroll Fees

B. One-Time License Fees  
   PC Payroll for Windows ReportSmith  
   $500.00/workstation  
   $100.00/workstation

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

D. Training Fees  
   Included

E. On – Site Implementation Visit  
   $1200/day (+ T&E)

F. Custom Reporting Needs  
   See Section Entitled for Court Specific Custom Needs  
   Billing Rate of $125/hour

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 2
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

A. Per Pay Processing and Tax Service

   checks

   Bi-Weekly/Semi-Monthly/Monthly

   $3.00/check for 1st 100

   Plus $1.75/check over 100
   ($60.00 minimum)

   Includes:
   - Employees Per Pay Processing and Tax Service
   - Laser Printed Earnings Statements & Reports
   - 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

B. 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)

      $6.50 per 100 employees

Page 4 of 21
3. Labor Distribution  
   \textit{(Split employee earnings between multiple cost centers)}  
   $9.75 per 100 employees

   \textit{(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)}  
   $50.00

5. Automatic Group Term Life Calculation  
   Included

6. Overnight Processing  
   Included

7. Wage Garnishment Processing & Payment Service (WGPS)  
   $8.50 base  
   + per lien charge of $2.50  
   $20.00

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

9. ADP Delivery  
   Included

10. New Hire Reporting  
    Included

\section*{II. JUROR PAYROLL (No Tax Service Included)}

\begin{tabular}{|l|c|c|c|}
\hline
A. & Weekly & Bi-Weekly/Semi-Monthly & Monthly \\
\hline
Base Charge & $53.00 & $66.75 & $78.50 \\
$Per Pay Processing & +$1.14/pay & +$1.30/pay & +$1.43/pay \\
\hline
\end{tabular}

\begin{itemize}
\item Includes:  
   Employe\'s Per Pay Processing  
   Laser Printed Earnings Statements & Reports  
   IRX (Information Resource Exchange)  
   Web Based (w/ 9001 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
\end{itemize}

B. Additional Features

\begin{enumerate}
\item Total Pay  
   \textit{*Includes...}  
   \begin{itemize}
   \item Check Signing  
   \item Check Stuffing  
   \item Full Service Direct Deposit (up to 3 accounts)  
   \item Official Bank Check w/ Check Reconciliation  
   \item Check Fraud Protection
   \end{itemize}  
   *10.00 fee applies for stop payments/direct deposit reversals  
   $18.32 + .32/pay

\item Standard General Ledger Report/Download  
   \textit{(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)}  
   $50.00

\item Super Data Access (Check Detail & Cumulative Data Download)  
   $17.00 per 100 jurors

\item Overnight Processing  
   $4.75 per 100 jurors

\item Documax (CD-Rom Output)  
   $20.00
\end{enumerate}
6. ADP Delivery  
$8.50

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 $2.50

NOTE: If the Juror Payroll is an Additional Control a 25% discount will be offered for all items above, except: ADP Delivery and Total Pay.

III. PAYROLL PROCESSING FEES PER MONTH

A. Report Writer  
   (Ad-Hoc Report Writer)  
   $50.00

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)  
   $40.00

C. iPaystatements  
   $.35/employee/month

IV. YEAR END SERVICES

A. W-2 Earnings Statements  
   (Includes Magnetic Tape Filing & W-3 Transmittal)  
   $3.60/W-2 ($50.00 minimum)

B. W-2s on CDROM  
   $50.00 +.25/W-2

V. ONE-TIME FEES:

A. Implementation Fees  
   (See Attached Document Regarding Implementation)  
   15% of Annual Outsourced Payroll Fees

B. One-Time License Fees  
   N/A

C. Network Installations Fees (If applicable)  
   N/A

D. Training Fees  
   Included

E. On – Site Implementation Visit  
   $1200/day (+ T&E)

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 2
Outsourced Human Resource Management Solutions for
PC Payroll for Windows
For
Courts of California

I. HR PROFILE

A. ONGOING MONTHLY FEES

Base Charge
+ Per Employee Processing

$210.00
+ $ .32/employee

B. ONE-TIME FEES:

1. Implementation Fees $500, $1000 or $2500 depending on service level
   (See Attached Document Regarding Implementation)

2. Additional Service Days
   $1000/day

3. One-Time License Fees
   N/C if on same PC as PC Payroll for Windows, otherwise $500.00/workstation

4. Training Fees
   Included

5. On – Site Implementation Visit
   $1200/day (+ T&E)

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
+ Per Employee Processing
FEES INCLUDE HR PERSPECTIVE SELF SERVICE (ESS/MSS)

$3.45/employee
($600.00 minimum)

B. ONE-TIME FEES:

1. Core HR/Perspective Implementation Fees $12,500 (+T&E)
   (Includes both on site and offsite consulting days to accomplish core implementation deliverables.)

2. Core HR/Perspective Self Service Implementation Fees
   $10,200 (+T&E)

3. Additional Consulting Service Days
   $1200/day(+T&E)
   or $150/hour with 4 hour minimum

4. One-Time License Fees
   HR Perspective $595.00/workstation
   HR Perspective Self Service Database Charge $350.00

$1,500/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
   $450/day

8. Custom Query Building (Report Writing)
   $150/hour

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 2
Outsourced Human Resource Management Solutions for PayExpert (Internet Payroll)
For
Courts of California

I. HR EXPERT

A. ONGOING MONTHLY FEES

Per Employee Processing .......................... $ 1.00/employee

B. ONE-TIME FEES:

1. Implementation Fees.......................... Included
   (See Attached Document Regarding Implementation)

2. One-Time License Fees........................... N/A

3. Training Fees...................................... Included (up to 3 people)

4. Additional Training Fees......................... $200.00/person

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 .......................... $ .25/employee

B. ONE-TIME FEES:

1. Implementation Fees.......................... Included
   (See Attached Document Regarding Implementation)

2. One-Time License Fees........................... N/A

3. Training Fees...................................... Included (up to 3 people)

4. Additional Training Fees......................... $200.00/person

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 2
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 = $215.00
$ 2.15/employee

ONE-TIME FEES:

1. Implementation Fees
(See Attached Document Regarding Implementation)
$3000.00/single user
or
$4000.00/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) $82.00-$113.00/clock
FULL CLOCK(S) $113.00-$155.00/clock
ALPHANUMERIC – FULL $137.00-$167.00/clock
HANDPUNCH CLOCK(S) $143.00-$183.00/clock

ONE-TIME FEES:

1. Implementation Fees
(See Attached Document Regarding Implementation)
$350.00/clock

Any additional custom needs can and will be analyzed and quoted as they are identified by ADP staff.
C. TIMESHEET OPTIONS
eTIMESHEET (Software PC based timesheets)

ONGOING MONTHLY FEES
PRICING INCLUDES ETIME SOFTWARE

Per Employee Processing
Minimum Monthly Fee Regardless of Number of Employees = $275.00
$2.75/employee

D. ONE-TIME FEES:

1. Implementation Fees
   (See Attached Document Regarding Implementation) $1,500.00
   plus eTime Implementation fees

2. One-Time License Fees
   $500.00

3. Training Fees
   Included

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

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

A. ONGOING MONTHLY FEES

Upper to 1000 employees
Minimum Monthly Fee Regardless of Number of Employees = $180.00
This includes web-based timesheets
For Added Accruals Module
$3.60/employee ($180.00 minimum)

B. ONE-TIME FEES:

Implementation Fees
Up to 99 employees $500.00
For Added Accruals Module $100.00
100-250 employees $2,000.00
For Added Accruals Module $500.00
251-999 employees $5,000.00
For Added Accruals Module $1,000.00

C. CLOCK OPTIONS
ONGOING MONTHLY FEES

BASIC CLOCK(S) $82.00-$113.00/clock
FULL CLOCK(S) $113.00-$155.00/clock
ALPHANUMERIC – FULL $137.00-$167.00/clock
HANDPUNCH CLOCK(S) $143.00-$183.00/clock

ONE-TIME FEES:

1. Implementation Fees
   (See Attached Document Regarding Implementation) $350.00/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
Minimum Monthly Fee Regardless of Number of Employees = $800.00
$3.95/employee

Per Employee Process with Added Accruals Module
Minimum Monthly Fee Regardless of Number of Employees = $900.00
$4.45/employee

Includes virtual training for up to 2 administrators

B. ONE-TIME FEES:

1. Implementation Fees
   $12,000.00

2. Accruals Module Added Implementation Fees
   $3,000.00

3. On-Site Training (for up to 6 participants)
   $5,000.00

4. Additional Virtual Training (for up to 6 participants)
   $1,000.00

5. Additional Manager Licenses (if needed)
   $1,000.00 for every 10 managers

C. CLOCK OPTIONS
ONGOING MONTHLY FEES

400 BASIC CLOCK(S) $82.00-$113.00/clock
400 FULL CLOCK(S) $113.00-$155.00/clock
400 ALPHANUMERIC – FULL $137.00-$167.00/clock
HANDPUNCH - FULL CLOCK(S) $143.00-$183.00/clock
4500 CLOCK(S) $164.00-$184.00/clock
4500 ALPHANUMERIC CLOCK(S) $176.00-$196.00/clock
4500 PROXIMITY CLOCK(S) $198.00-$218.00/clock
4500 ALPHANUMERIC PROXIMITY CLOCK(S) $210.00-$230.00/clock

ONE-TIME FEES:

1. Implementation Fees
   (See Attached Document Regarding Implementation)
   $350.00/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 2
Outsourced Hosting Services for
ADP’s Software Applications
For
Courts of California

1. 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 $900.00
   2. ONE-TIME FEES
      a. Implementation $1500.00
      b. Database Migration $1500.00
      (for current clients migrating to a hosting solution)

B. ENTERPRISE eTIME
   1. ONGOING MONTHLY FEES $900.00
   2. ONE-TIME FEES
      a. Implementation $3,500.00

Additional Fees will apply for other connectivity options including:
Frame Relay (includes ISDN back-up instead of VPN or Secure Ids) $1100/month
PCPW (with or without HR/Profile), PCPW & HR Perspective $1650/month
Enterprise eTime
ISDN Back Up $165/month
Additional Secure ID Key Fobs (if more than 5 Key Fobs are needed) $16.50/ID/month

C. eTIME and eTIMESHEET (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 2
### Outsourced Benefits/Compliance Administration Solutions
#### For
##### Courts of California

### I. COBRA Administration Services

#### A. ONGOING MONTHLY FEES

<table>
<thead>
<tr>
<th>Varies Based on Number of Benefit Eligible Employees</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-99 employees</td>
<td>$125.00/month</td>
</tr>
<tr>
<td>100-499 employees</td>
<td>$1.25/employee/month</td>
</tr>
<tr>
<td>500-999 employees</td>
<td>$0.85/employee/month</td>
</tr>
</tbody>
</table>

#### B. ONE-TIME FEES:

1. Implementation Fees (Includes 20 plans and 1 reporting location) | $500.00
2. Initial Notification of COBRA Rights to Current Participants (Optional) | $4.25/current participants
3. Additional COBRA plans (greater than 20) | $30.00/additional plan
4. Additional Reporting Locations | $30.00/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. | $5.50/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**
  - $6.00/participant/month w/ Stored Value Cards
  - $5.50/participant/month w/o Stored Value Cards ($160.00/month minimum)

- **Commuter Benefit Services**
  - $6.00/participant/month w/ Stored Value Cards
  - $5.50/participant/month w/o Stored Value Cards ($160.00/month minimum)

#### B. ONE-TIME FEES:

- **Health and Dependent Care**
  1. Implementation | $1000.00
  2. Annual Renewal | $500.00/year after 1st year
3. Stored Value Cards
   Commuter Benefit Services
   1. Implementation $1,000.00
   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. BENEFITS EXPERT (Benefits Administration Module)

A. ONGOING MONTHLY FEES
   PRICING INCLUDES HR PROFILE or HRExpert

   Varies Based on Number of Benefit Eligible Employees
   Minimum Monthly Fee Regardless of Number of Benefit Eligible Employees = $600.00

   100-249 employees $6.00/employee
   250-500 employees $5.50/employee
   500-1000 employees $5.00/employee

B. ONE-TIME FEES:
   1. Implementation Fees $4,500 - $10,500 depending on service level
      Includes 2 Carrier Connections
      (See Attached Document Regarding Implementation)

   2. One-Time License Fees N/A

   3. Training Fees Included

   4. Carrier Connections > 2 $2,000.00 each

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 2
Outsourced Court Specific Payroll, Human Resource and Reporting
Needs
For
Courts of California

1. Custom G/L
   A. ONGOING PER PROCESSING FEES $100.00
   B. ONE-TIME FEES:
      1. Implementation Fees TBD upon review of G/L specs
         Billing Rate of $125/hour
         $1,500.00/minimum

2. Custom CARS G/L
   A. ONGOING PER PROCESSING FEES $100.00
   B. ONE-TIME FEES:
      1. Implementation Fees $3000.00

3. Custom Labor Distribution
   A. ONGOING PER PROCESSING FEES $20.00
   B. ONE-TIME FEES:
      1. Implementation Fees TBD upon review of Labor Distribution specs
         Billing Rate of $125/hour
         $1,000.00/minimum

4. PERS Reporting
   A. ONGOING PER PROCESSING FEES $20.00
   B. ONE-TIME FEES:
      1. Implementation Fees $200.00

5. 1937 Retirement Act Calculations and Reporting
   A. ONGOING PER PROCESSING FEES TBD
   B. ONE-TIME FEES:
      1. Implementation Fees TBD
      ADP is analyzing this currently to determine scope of project and resources needed to automate this.

6. CPA Tax Filing Assistance for Courts with two EDD Numbers
   A. ONGOING FEES
      (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.) $400/Quarter + $400/Annual
7. Custom Programs to Suppress SS# or Direct Deposit Bank Account # on Pay Stubs
   A. ONGOING PER PROCESSING FEES
   B. ONE-TIME FEES:
      1. Implementation Fees
         $20.00 per program

8. IDI Interface Feeding Benefit Accrual Data from Payroll into EZ Labor Manager or eTime
   A. ONGOING PER PROCESSING FEES
   B. ONE-TIME FEES:
      1. Implementation Fees
         $1,000.00 per program

9. Custom Reportsmith Report Programming
   A. ONGOING PER PROCESSING FEES
   B. ONE-TIME FEES:
      1. Implementation Fees
         $1250.00

10. Schedule 7A Reporting Assistance (Only Available for Courts on HR/Perspective)
    A. ONGOING PER PROCESSING FEES
    B. ONE-TIME FEES:
       1. Implementation Fees
          $100/hour

11. Additional Controls (Payroll Codes)
    A. ONGOING PER PROCESSING FEES
    B. ONE-TIME FEES:
       1. Implementation Fees
          $150/hour for consulting services and custom query building
          Estimated $5,000-$15,000

12. Software Version Upgrades
    A. Client Install
       No Charge
    B. ADP Virtual Installation
       $750/day
    C. ADP On Site Installation
       $1500/day
       Note: Database upgrades from Centura SQL to Oracle require ADP Installation - either virtual or on site
    D. ADP Implementation Consulting Services (if desired)
       $1200/day (+ T&E)

End of Pricing for Outsourced Court Specific Payroll, Human Resource and Reporting Needs
Exhibit E – Contractor’s Pricing List Revision 2
Price Discounts and Implementation
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:

<table>
<thead>
<tr>
<th>Aggregate number of pays (Note 1)</th>
<th>Discount (Note 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 3999</td>
<td>10.0%</td>
</tr>
<tr>
<td>4000 - 7499</td>
<td>15.0%</td>
</tr>
<tr>
<td>7500+</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 B:

<table>
<thead>
<tr>
<th>Review date</th>
<th>Look-back period</th>
<th>Effective date of discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>December</td>
<td>September - November</td>
<td>January</td>
</tr>
<tr>
<td>June</td>
<td>March - May</td>
<td>July</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 “aggregate number of pays” will be calculated twice per year on the “review date”.

To determine the aggregate number of pays for this Agreement, the following steps will be performed by ADP:
1. Create a list of all Courts that processed at least once during the “Look-Back period”.
2. For each Court that is on the list, calculate the average number of pays per processing during the look-back period. Live payroll processing’s will be included in the calculation; test payroll processing’s will be excluded from the calculation.
3. Add the results of #2 for all courts to determine the aggregate number of pays-per-processing for the entire Agreement during the look-back period.

Note 2:
The discount will be applied as a bottom-line discount. That is, the discount will be applied against all discountable processing fees calculated for every payroll processed for the six months beginning on the “effective date of the discount”.

All Courts that processed during the look-back period will receive the same discount rate.
Example 1:
On the review date of December, Master Agreement activity for the period of September through November is examined. It is determined that three courts processed during the period. The activity for each court during the period was:

<table>
<thead>
<tr>
<th>Court</th>
<th>Pay date / number of pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court 1</td>
<td>September 30: 300</td>
</tr>
<tr>
<td></td>
<td>October 15: 200</td>
</tr>
<tr>
<td></td>
<td>October 31: 300</td>
</tr>
<tr>
<td>Average pays-per-processing for Court 1 (300 + 200 + 300)/3</td>
<td><strong>267</strong></td>
</tr>
<tr>
<td>Court 2</td>
<td>September 30: 750</td>
</tr>
<tr>
<td></td>
<td>October 15: 725</td>
</tr>
<tr>
<td></td>
<td>October 31: 775</td>
</tr>
<tr>
<td>Average pays-per-processing for Court 2 (750 + 725 + 775)/3</td>
<td><strong>750</strong></td>
</tr>
<tr>
<td>Court 3</td>
<td>October 15: 210</td>
</tr>
<tr>
<td></td>
<td>October 31: 220</td>
</tr>
<tr>
<td>Average pays-per-processing for Court 3 (210 + 220)/2</td>
<td><strong>215</strong></td>
</tr>
<tr>
<td>Aggregate pays for Master Agreement (267 + 750 + 215)</td>
<td><strong>1232</strong></td>
</tr>
</tbody>
</table>

In this example, the aggregate number of pays for the AOC was 1232, qualifying for a 10% discount according to Table A.

In accordance with Table B, starting on January 1 and continuing through June 30, Courts 1, 2 and 3 will receive a 10% discount on all discountable processing fees.

Example 2:
Court 4 starts processing with ADP in April. Court 4 will automatically receive the same 10% discount that is in effect for Courts 1, 2 and 3.

During the review performed in June, Court 4 will be included in the calculation of the aggregate number of pays.
IV. Implementation

The ADP commitment to World Class Service includes a thorough, well-planned approach to implementation.

What You Can Expect From Us

ADP recognizes that the value of our solutions goes beyond features and functionality. That's why you can expect us to deliver proven, effective implementation methodologies. We want to make sure your system meets your goals and objectives from the first time you process with us.

What We Need From You

You will need to create an internal project team of key end-users and management decision-makers dedicated to the implementation's success. We will also need you to communicate to us your clearly defined goals. It is highly recommended that your project team conduct periodic reviews to determine that the implementation process is being managed to your satisfaction.

Five Phase Implementation

A specially trained implementation team will work with you to thoroughly analyze your needs, determine your hardware requirements and manage your transition to ADP through a four-phase process:

- **Project Planning** – Following a complete demonstration of the software, we'll examine your project objectives, review the standard work plan and discuss the necessary interfaces. We'll also identify the next steps for implementation, including the conversion strategy and training schedule.

- **Analysis** – We'll analyze your pay, policies, and reporting requirements, complete the system setup, review your security requirements and resolve issues regarding implementation. We'll continue to assess your interface and conversion requirements – exploring integration issues and defining field and date mapping.

- **Review** – Upon completion of the installation and setup, we will help ensure a successful transition by... 

- Reviewing security setup, field mapping and interfaces.

- Identifying additional training needs.

- Resolving any outstanding issues.

- **Go Live** – We'll take time to validate your set up, e.g. data conversions, interfaces, reports and connection. Once you have complete confidence in the functionality of your new system and in the integrity of your data, you'll go live.

- **Coordinated Transition to Permanent Services** - Upon completion of the installation and setup, we will help ensure a successful transition to your permanent service group. Information regarding the set up of your account will be shared and a formal introduction/turn over scheduled.

*End of Price Discounts and Implementation*
Exhibit E – Contractor’s Pricing List Revision 2
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.

End of Complimentary Services

END OF EXHIBIT E