

STANDARD AGREEMENT

STD. 2 (REV.5-91)

**APPROVED BY THE
ATTORNEY GENERAL**

Contract Number TCMA-200201	Amendment Number 3
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

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 THIRD AMENDMENT TO MASTER AGREEMENT TCMA-200201 BETWEEN STATE AND ADP, INC.:


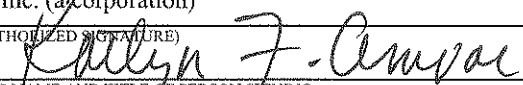

Special Provisions paragraph 3, Agreement Administration /Communication is hereby deleted in its entirety and replaced with the attached Special Provisions paragraph 3, Agreement Administration /Communication.

Exhibit E, Contractor's Price List is hereby deleted in its entirety and replaced with the attached Exhibit E, Contractor's Pricing List Revision 2.

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		CONTRACTOR		
AGENCY Judicial Council of California		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) ADP, Inc. (a corporation)		
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING Kathryn F. Amooi, General Manager / V.P.		
TITLE Business Services Manager		ADDRESS 3300 Elcott Street, Santa Clara, CA 95054		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE Department of General Services Use Only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE) Funding information will be included in individual work orders if any.			
TOTAL AMOUNT ENCUMBERED TO DATE \$0.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 		DATE		

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 2

Outsourced Payroll Services

PC Payroll for Windows

For

Courts of California

I.	PAYROLL PROCESSING FEES PER PAY PERIOD	Bi-Weekly/ Semi-Monthly	Monthly
A.	Base Charge + Per Pay Processing and Tax Service	\$87.00 +\$1.55/pay	\$98.75 +\$1.68/pay
	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 <i>*Includes...</i>		\$18.00 + .32/pay
	<ul style="list-style-type: none"> • Check Signing • Check Stuffing • Full Service Direct Deposit (up to 3 accounts) • Official Bank Check w/ Check Reconciliation • Check Fraud Protection *10.00 fee applies for stop payments/direct deposit reversals		
2.	Benefit Accruals <i>(Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)</i>		\$6.50 per 100 employees
3.	Labor Distribution <i>(Split employee earnings between multiple cost centers)</i>		\$9.75 per 100 employees
4.	Standard General Ledger Report/Download <i>(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)</i>		\$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) (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)	\$20.00
10.	ADP Delivery	\$8.50
11.	New Hire Reporting	\$2.65 per new hire

II. PAYROLL PROCESSING FEES PER MONTH

A.	Super Data Access (ReportSmith) (Ad-Hoc Report Writer)	\$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.	iPystatements	\$.35/employee/month

III. 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

IV. 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	Bi-Weekly/Semi-Monthly/Monthly
A.	Per Pay Processing and Tax Service checks	\$3.00/check for 1 st 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 <i>*Includes ...</i> <ul style="list-style-type: none"> • Check Signing • Check Stuffing • Full Service Direct Deposit (up to 3 accounts) • Official Bank Check w/ Check Reconciliation • Check Fraud Protection *10.00 fee applies for stop payments/direct deposit reversals	Included
2.	Benefit Accruals <i>(Vacation/Sick/PTO etc. Includes ability to track multiple anniversary dates for leave accrual)</i>	\$6.50 per 100 employees

3.	Labor Distribution <i>(Split employee earnings between multiple cost centers)</i>	\$9.75 per 100 employees
4.	Standard General Ledger Report/Download <i>(If G/L requires custom programming, G/L specs would be submitted to programmers for custom quote)</i>	\$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
8.	Documax (CD-Rom Output) <i>(CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)</i>	\$20.00
9.	ADP Delivery	Included
10.	New Hire Reporting	Included

II. PAYROLL PROCESSING FEES PER MONTH

A.	Report Writer <i>(Ad-Hoc Report Writer)</i>	\$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

III. YEAR END SERVICES

A.	W-2 Earnings Statements <i>(Includes Magnetic Tape Filing & W-3 Transmittal)</i>	\$3.60/W-2 <i>(\$50.00 minimum)</i>
B.	W-2s on CDROM	\$50.00 +.25/W-2

IV. ONE-TIME FEES:

A.	Implementation Fees <i>(See Attached Document Regarding Implementation)</i>	15% of Annual Outsourced Payroll Fees
B.	One-Time License Fees	N/A
C.	Network Installations Fees <i>(If applicable)</i>	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 \$210.00
+ Per Employee Processing + \$.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 \$2.65/employee
+ Per Employee Processing (\$600.00minimum)
FEES INCLUDE HR PERSPECTIVE SELF SERVICE (ESS/MSS)

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 (See Attached Document Regarding Implementation) Included
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 (See Attached Document Regarding Implementation) Included
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 \$ 2.15/employee
Minimum Monthly Fee Regardless of Number of Employees = \$215.00

ONE-TIME FEES:

1. Implementation Fees \$3000.00/single user
(See Attached Document Regarding Implementation) 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 \$350.00/clock
(See Attached Document Regarding Implementation)

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 \$ 2.75/employee
Minimum Monthly Fee Regardless of Number of Employees = \$275.00

D. **ONE-TIME FEES:**

- | | | |
|----|---|---|
| 1. | Implementation Fees
(See Attached Document Regarding Implementation) | \$1500.00
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.

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

A. **ONGOING MONTHLY FEES**

Up to 1000 employees	\$ 3.60/employee (\$180.00 minimum)
Minimum Monthly Fee Regardless of Number of Employees = \$180.00	
This includes web-based timesheets	
For Added Accruals Module	\$.25/employee (\$15.00 minimum)

B. **ONE-TIME FEES:**

Implementation Fees	
Up to 99 employees	\$500.00
For Added Accruals Module	\$100.00
100-250 employees	\$2000.000
For Added Accruals Module	\$500.00
251-999 employees	\$5000.000
For Added Accruals Module	\$1000.00

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 \$ 3.95/employee
Minimum Monthly Fee Regardless of Number of Employees = \$800.00

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

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 mgrs

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
HANDPUNCH - FULLCLOCK(S) \$137.00-\$167.00/clock
\$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 \$350.00/clock
(See Attached Document Regarding Implementation)

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

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)	
	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.	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)	
C.	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)

PCPW (with or without HR/Profile), PCPW & HR Perspective

Enterprise eTime

ISDN Back Up

Additional Secure ID Key Fobs (if more than 5 Key Fobs are needed)

\$1100/month

\$1650/month

\$165/month

\$16.50/ID/month

D. 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

Varies Based on Number of Benefit Eligible Employees

1-99 employees	\$ 125.00/month
100-499 employees	\$ 1.25/employee/month
500-999 employees	\$.85/employee/month

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

II. Flexible Spending Account (FSA) Administration

A. ONGOING MONTHLY FEES

Health and Dependent Care	\$ 6.00/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 1 st year

3. Stored Value Cards \$1.75/card

Commuter Benefit Services

1. Implementation \$1000.00

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 \$2000.00 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 |

B.	ONE-TIME FEES:	NONE
7.	Custom Program to Suppress SS# and/or Direct Deposit Bank Account # on Pay Stubs	
A.	ONGOING PER PROCESSING FEES	\$20.00
B.	ONE-TIME FEES:	
	1. Implementation Fees	\$1,000.00
8.	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	\$1250.00
9.	Custom Reportsmith Report Programming	
A.	ONGOING PER PROCESSING FEES	No Charge
B.	ONE-TIME FEES:	
	1. Implementation Fees	\$100/hour
10.	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	\$150/hour for consulting services and custom query building Estimated \$5,000-\$15,000
11.	Additional Controls (Payroll 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 main payroll code) Otherwise, 15% of Annual Outsourced Payroll Fees
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:

Aggregate number of pays (Note 1)	Discount (Note 2)
1 - 3999	10.0%
4000 - 7499	15.0%
7500+	20.0%

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

Table B:

Review date	Look-back period	Effective date of discount
December	September - November	January
June	March - May	July

- 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:

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

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