State of California

STANDARD AGREEMENT —

APPROVED BY THE ATTORNEY GENERAL

Contract Number	Amendment Number
TCMA-200201	11
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

STD. 2 (REV.5-91)

THIS AMENDED MASTER AGREEMENT, made and entered into this 28th day of November, 2005, ("**Effective Date**") in the State of California, by and between the Administrative Office of the Courts ("AOC"), through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR Court	AGENCY
Business Services Manager	Judicial Council of California Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102

,hereafter called the AOC or State, and

CONTRACTOR'S NAME
ADP, Inc.

, hereafter called the Contractor or ADP.

WITNESSETH: That the Contractor (also referred to as "ADP") 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:

As set forth in the Amended and Restated Master Agreement No. **TCMA-200201** attached hereto ("Master Agreement"), Contractor shall provide payroll services to the Superior Courts of California. Attached and incorporated into this Master Agreement are the following Contract Documents: (1) Exhibit A: Definitions; (2) Exhibit B: General Terms and Conditions (including Attachment B-1, Modifications to Contractor's Client Account Agreement and Authorization to Debit/Credit Form), (3) Exhibit C: Description of Types of Work (including Attachment C-1, Service Model and Service Level Agreement, (4) Exhibit D: Work Order Process (including Attachment D-1, Sample Work Order and Attachment D-2, Acceptance and Signoff Form); and (5) Exhibit E: Contractor's Price List. In the event of a conflict between the Contract Documents, the following descending order of precedence will govern: Exhibit B, Exhibit C, Exhibit A, Exhibit E, and Exhibit D. Any Amendments, starting with the most recent, will take precedence over the existing Contract Documents.

This Agreement sets forth the terms and conditions, and ordering process for the Contractor's provisioning of **outsourced payroll and payroll-related services** to the Superior Courts of California ("Courts") and, as may be requested, the AOC on behalf of the Courts. Amendment 9 of this Agreement No. TCMA-200201 encumbered **$200,000** for the purpose of funding the Service Model described in Attachment C-1 for an initial twelve month period. Attachment C-1, Section 6.d describes the payment terms and the process for funding the Service Model beyond the initial twelve month period.

The Contractor's Work, schedule, prices and total Work Order Amount will be authorized through Work Orders, bilaterally executed between the Contractor and the Courts. This Master Agreement only applies to payroll services processed on Contractor's "AutoPay" platform out of its Northern California Processing Center. Courts already processing with Contractor's payroll services prior to the date of this Master Agreement may apply to be covered by this Master Agreement by the submission of a Work Order.

This amended Agreement commences upon the **Effective Date**, and remains effective through **December 1, 2007** ("Initial Term"). Upon expiration of the term, the AOC, in its sole discretion, may elect to extend the Term of this Agreement for two additional one-year options. At such time, the parties will 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 the additional term. Any individual Work Order authorized will establish a specific term for that Work Order. For existing Work Orders in effect beyond the expiration of the Master Agreement or effected by termination of the Master Agreement, the terms and conditions of this Master Agreement remain effective, until expiration or termination of the Work Order. In no event will Contractor be required to provide any services under any Work Order or for the benefit of any particular Court after expiration or termination of the Work Order. Except as expressly provided in the Agreement, no liability will attach to the AOC solely by reason of entering into this Agreement.

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

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Judicial Council of California, Administrative Office of the Courts	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) ADP, Inc. (a corporation)
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING Grant Walker	PRINTED NAME AND TITLE OF PERSON SIGNING General Manager
TITLE Business Services Manager	ADDRESS 3300 Olcott St. Santa Clara, CA 95054

AMOUNT ENCUMBERED BY THIS DOCUMENT **$0.00**	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT **$200,000.00**	(OPTIONAL USE) Funding information will be included in individual Work Orders if any.			
TOTAL AMOUNT ENCUMBERED TO DATE **$200,000.00**	ITEM 0250-605-0159	CHAPTER 850	STATUTE 1997	FISCAL YEAR 2005/2006
	OBJECT OF EXPENDITURE (CODE AND TITLE) 0159-45111039-751-59-05			

Department of General Services Use Only

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 ▷ Eduardo Lomoly — DATE 3/3/06

☑ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

AMENDED AND RESTATED
MASTER AGREEMENT NO. TCMA-200201

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to the satisfaction of the Courts. Work may also include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s).

9. **Contractor**: individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State via the Master Agreement to provide Work for the Courts, as specified with any of the authorized Work Orders. Contractor is a party to this Agreement.

10. **Courts** or **Trial Courts:** fifty-eight (58) Superior Courts in the California state trial court system as a group, or any of them individually.

11. **Court's Representative or Client's Representative:** person at the individual Court, serving as the principal contact person for the day-to-day Work Order activity associated with the Court's Work Order.

12. **Data:** all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

13. **Day:** calendar day, unless otherwise specified.

14. **Deliverable(s)** or **Submittal(s):** one or more items, if specified in a Work Order, that Contractor will complete and deliver or submit to the Court or AOC for acceptance.

15. **Force Majeure:** delay to timely performance of Work, for which neither the Courts, State nor Contractor are liable, because such delay or failure to perform was not reasonably foreseeable and beyond the control of the party. Force Majeure events include, but are not limited to:

    a. acts of God or the public enemy;
    b. acts or omissions of any government entity;
    c. fire or other casualty for which a party is not responsible;
    d. quarantine or epidemic;
    e. strike or defensive lockout; and,
    f. unusually severe weather conditions.

16. **Key Personnel**: refers to the Contractor's personnel named in Exhibit F, Contractor's Key Personnel, who perform the Work required to provide the Service Model described in Exhibit C-1.

17. **Master Agreement:** the component of this Agreement, as executed by the State and Contractor, setting forth the terms and conditions for any Work Orders signed by Contractor and the Courts.

18. **Material**: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

19. **Notice:** a written document from the authorized representative of a party to this Agreement and given by:
    a. depositing in the U. S. Mail or commercial express carrier, prepaid, to the address of the appropriate authorized representative of the other party, which will be effective upon the date deposited or upon receipt; or
    b. hand-delivery to the other party's authorized representative, which will be effective on the date of service.

20. **Project:** activity relative to any Work Order issued pursuant to this Agreement, including activity of the Contractor, Court, State, and their representatives in connection with the Contract Work.

21. **The State:** refers to the Judicial Council of California's Administrative Office of the Courts("**AOC**"). The State is a party to this Agreement.

22. **State Standard Agreement:** standard form used by the State to enter into and amend this Agreement. Several originally signed, fully executed versions of the Master Agreement, together with the documents attached (and specified in this Agreement as attached or incorporated) will each represent the Agreement as an individual **Contract Counterpart**.

23. **State's Representatives**: those individuals and/or function stated in the Contract Document or any Notice associated with this Contract. All communications with the State will be through such representatives.

24. **Subcontractor:** an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term Subcontractor includes, at every level and/or tier, all subcontractors, subconsultants, suppliers, and materialmen.

25. **Task(s):** any function, specified in a Work Order, to be performed by Contractor for the Court or State.

26. **Third Party:** any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, which is not a party to either (1) the Master Agreement or (2) any authorized Work Orders.

27. **Work Order:** a component of the Master Agreement, substantially in the form of Attachment D-1, Sample Work Order, used by the Courts to order Work from the Contractor pursuant to this Master Agreement. A Work Order cannot change the

AOC Work

terms and conditions of this Master Agreement. A Work Order is authorized when it has been signed by the Court and the Contractor.

28. **Work Order Amount**: amount of funds encumbered via an authorized Work Order. The Court may not pay Contractor in excess of the Work Order Amount. The State will not be liable for any payments authorized via Work Orders between Contractor and the Courts.

End of Exhibit A

Exhibit B: General Terms & Conditions

Subject to the following terms and conditions, ADP, Inc. ("ADP") will provide each applicable Court (each, a "Client") with such payroll, tax filing and other data processing or reporting services ("Services") as Client may request from time to time, pursuant to the terms and conditions and procedures set forth in the Master Agreement. Additionally, ADP will provide the AOC with specific reporting services summarizing some or all of the individual Clients' data pursuant to the terms and conditions and procedures set forth in the Master Agreement. AOC represents that is has the legal right and all approvals necessary to receive such data.

Certain Services such as Official Bank Checks, FSDD/ADPCheck (ADP pays Client's employees from ADP's own bank account) and Tax Filing, are available only if clients meet ADP's eligibility requirements, and require execution of additional forms (e.g. Power of Attorney, Authorization to Debit, bank OBC agreement). FSDD Services will be provided to Client in accordance with the operating rules of the National Automated Clearing House Association. In the event of a conflict between terms and conditions set forth in this Agreement and terms and conditions set forth in any ADP form that the Client may be required to sign, the terms and conditions of this Agreement will prevail as the form relates to ADP, Client, and the AOC.

The parties agree that certain aspects of Contractor's standard form entitled "Client Account Agreement and Authorization to Debit/Credit" (the "CAA") shall not apply or shall be deemed clarified as set forth in Attachment 1 to this Exhibit B, despite the fact that Clients will be executing unmodified versions of the CAA (*i.e.*, this provision shall govern with respect to any conflicts between it and any CAA's executed by Clients).

Each Client will select which ADP services it requires, and is responsible for the related invoices and payments. The AOC will not utilize ADP's services under this Agreement for its own payroll needs.

1. Acceptance of the Work; Changes to Work Orders. The Client's Representative is responsible for the sign-off acceptance or delivery of a rejection within 10 working days of completion and delivery of all the non-recurring Work required by Work Orders and submitted pursuant to this Agreement (including any modifications or changes to such Work Orders pursuant to the Change Process described below). Prior to approval of the Work and prior to approval for payment, the Client's Representative will apply the acceptance criteria listed in this provision, to determine the acceptability of the Work provided by ADP. Unsatisfactory ratings will be resolved as set forth in this provision.

A. Acceptance Criteria ("Criteria") for Work Orders issued pursuant to this Agreement and in accordance with specific statements of work (including any modifications or changes to such Work Orders pursuant to the Change Process described below):
   i. timeliness;
   ii. completeness- as described in Work Order, or other specifications;

iii. technical accuracy - as measured against commonly accepted standards (e.g. statistical formulas, industry standards, or de facto marketplace standards).

B. ADP will provide the Work, as directed by Client's Representative. The Client will accept the Work, provided ADP has delivered the Work in accordance with the Criteria. The Client's Representative will use the Attachment D-2, Acceptance and Signoff Form, to this Agreement, to notify ADP of the Work's acceptability.

C. If the Client rejects the Work provided, the Client's Representative will submit to ADP a written rejection using Attachment D-2, the Acceptance and Signoff Form, detailing the Work's failure to meet the Criteria. If the Client rejects the Work, then ADP will have a reasonable period of time (taking into account the nature of the work involved) from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

D. If the Client's Representative requests further change, such will be handled pursuant to the Change Process described in subparagraph F below.

E. If Client's Representative and ADP cannot agree on the Work's acceptability, a principal of ADP and a Client executive, or Client's designee, will meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of a Client executive, and /or ADP fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of an executive of the Client in the reasonable time agreed upon by the parties (taking into account the nature of the work involved), the Client may reject the Work and will notify ADP in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Client may terminate the Work Order pursuant to the terms of the Agreement (and notify the State's Project Manager) in accordance with the provisions set forth herein; provided that Client will pay ADP for all services rendered and Work performed, unless such was rendered or performed in less than a commercially reasonable manner.

F. Changes to Work Order.

i. Any changes to a Work Order's scope of work must be submitted to ADP and the Client's project managers in a written change order ("Change Order"). Once received by ADP and Client project managers, these two persons will have 48 hours to agree on the appropriate course of action, effect on the project and changes to the staffing, schedule, and fees. Change Order documents will require a statement directing agreed project changes and dated authorization signatures of both Contractor and Client.

ii. If within 48 hours the project managers are unable to agree on the Change Order and its impact, any issues will be escalated to the next highest level of ADP and Client management.

iii. Agreement and authorization at this level must occur within 48 hours of

notification, failure to reach agreement will require escalation to the next higher levels until an accord is reached and authorized.

iv. ADP and AOC will jointly develop a Change Order document that will be the official record of all approved changes to Work Orders.

2. **Accounting System Requirement.** ADP will maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles ("GAAP").

3. **Agreement Administration/Communication**

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 Financial 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.

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 – Trust and Treasury Services
Finance Division – Office of Trial Court Financial Services
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

Christine M. Hansen, Director and Chief Financial Officer
Finance Division
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

Richard Kai, Assistant Director
Finance Division - Office of Trial Court Financial Services
Judicial Council of California
Administrative Office of the Courts
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833-3509

Joel Tokimitsu, Treasury Analyst
Finance Division - Office of Trial Court Financial Services
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.

4. Assignment; Modification. Without the written consent of the State, ADP will not assign this Agreement in whole or in part. Modification of the terms of this Agreement will not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated will not be binding on any of the parties.

5. Audit. ADP will permit the authorized representative of the State, the Client, or their designee, or both, at any reasonable time on reasonable advance notice (but not to exceed two times each calendar year, without ADP's consent) to inspect or audit copies of all Data relating to performance and billing under this Agreement. ADP further agrees to maintain such Data for a period of seven (7) years after final payment under this Agreement.

6. Changes and Amendments.

A. Changes or Amendments to any component of the Master Agreement can be made only with prior written approval from ADP and the State's Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the State's Project Manager reviews the request, a written decision will be provided to ADP. Amendments to the Master Agreement (including attachments thereto) will be in writing and executed by both parties.

B. Changes or Amendments to any component of the Work Order can be made only with prior written approval from the Client's Representative and ADP, as provided in the Changes to Work Order provision. Additional funds may not be encumbered under a Work Order due to an act of Force Majeure, although the performance period of the Work Order may be amended due to an act of Force Majeure.

7. Choice of Law. This Agreement will be subject to and construed in accordance with the laws of the State of California without regard to its conflict of law principles.

8 Confidentiality; Protection of Client Files.

A. Confidentiality. Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know such Confidential Information and will instruct such employees to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation and (iii) to the extent necessary to enforce its rights under this Agreement or, in the case of ADP, to perform the Services. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. For purposes of this Section, "Confidential Information" will mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, or any pricing or product information furnished to Client by ADP.

B. Protection of Client Files. ADP will take reasonable precautions to prevent the loss of or alteration to Client's data files in ADP's possession, but ADP does not undertake to guarantee against any such loss or alteration. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP or inputted by Client or on behalf of Client into the ADP system and will maintain a procedure external to the ADP system for the reconstruction of lost or altered data files. If requested by Client, ADP will deliver to Client (in a standard ADP format and at ADP's then standard rates) copies of Client's data files then in ADP's possession. A copy of ADP's current record retention policy relating to the Services is available upon request. ADP will maintain a record retention policy and may from time to time, in its sole discretion, modify or amend such policy. However, ADP is not, and will not be, Client's official record keeper.

C. Force Majeure. Any party will be excused from performance, for any period of time that the party is prevented from performing its obligations, as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance will not

constitute grounds for default.

9. [Intentionally Omitted]

10. Conflict of Interest. ADP and its employees will avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

11. Client Duties and Responsibilities.

A. Data and Policies. Clients will make available in timely manner at no charge to ADP all data and policies necessary for the successful functioning of the systems ADP is installing. "Data" is all employee information necessary to process payroll and will include, without limitation, information on wages, pay and tax history, name, address, benefit and deduction types, direct deposit accounts, interfaces to Client and third party systems (e.g. Flexible Spending Account and Benefit Administrators). "Policies" include all information about Client pay, deduction, benefit, time keeping and other employee programs. Policy information may include, but is not limited to: bargaining unit contracts, written and electronic documentation, test data, examples and sample output. The Clients are responsible for the accuracy and completeness of all data and policies provided to ADP for the performance of the Work Orders.

B. Client Personnel. Client will provide a project manager, to coordinate all activities for Client project team members. Client's project manager will manage the Client resources, to meet specified project deliverables, deadlines and objectives. Client will assure that any project team members will be knowledgeable in their business processes and readily accessible and available for participation in the project. Executive level decisions will be made in a timely manner, to avoid adversely impact the agreed-upon delivery schedule of any Work Orders.

C. Delay Caused by Clients. Any delays due to unavailability of Client personnel, Client's delays in making key business decisions, and/or unavailability of necessary Client-provided information resulting in delays to Work Order deliverables and related Change Orders will not be a breach of the Agreement by ADP.

D. Work Space and Equipment. Client will provide, at no charge to ADP, work space, services and equipment (such as copiers, fax machines, internet access) as Contractor reasonably requires to perform the Services, upon ADP's reasonable notice of such requirements.

12. Dispute Resolution. Client and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the Court's Representative to discuss

the matter and consider the action necessary to resolve a dispute.

A. Escalation. If a dispute remains unresolved following Notice by either party, each party's Vice President, General Manager (or, in the case of a Court, it's Court Executive Officer) or other designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice. If the matter is not resolved, the aggrieved party will submit a second Notice which will: (i) provide detailed factual information; (ii)identify the specific provisions in this Agreement on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

B. Additional Information. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

C. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies. Unless the dispute involves the lack of funding for payroll or tax filing, Contractor agrees that pending final resolution of the dispute, Contractor will proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court.

13. Indemnity – Contractor. Subject to the limitations in Section 19, ADP will indemnify, defend, and save harmless the State and the Clients and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement or any individual Work Order, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by ADP or its agents or employees in the performance of this Agreement or any individual Work Order.

A. Control of Defense and Settlement.

Any defense counsel retained by ADP to defend an indemnified party in any claim, action, suit or proceeding covered under ADP's indemnity obligations ("Claim" or "Claims") shall be subject to the reasonable approval of the AOC (and the reasonable basis for any objection shall be provided in writing to ADP). ADP shall keep the AOC informed of any Claims and shall provide periodic written reports to the AOC of any significant developments. "Significant developments" include all settlement offers with plaintiffs or with other parties joined by way of cross-complaint, all situations which

contemplate the dismissal of any parties, and all such other circumstances which may occur that reasonably warrant assessment by the AOC of its liability exposures. The AOC shall provide ADP with prompt notice of any Claim for which indemnification will be required; provided that failure to provide prompt notice with respect to a Claim shall not relieve ADP of its obligations under this section except to the extent failure to notify prejudices ADP's ability to defend and/or settle the Claim. Nothing in this section shall be construed in any manner that would alter the respective rights and obligations of the Parties as they are affected by Rule 6.14 of the California Rules of Court.

ADP shall control the defense and/or settlement of each Claim; provided that (1) ADP shall not make any admission of liability or other statement on behalf of an indemnified party, or enter into any settlement or other agreement that would bind the an indemnified party, without the AOC's prior written consent, which consent shall not be unreasonably withheld; and (2) the AOC shall have the right, at its option and expense, to participate in the defense and/or settlement of such Claim through counsel of its own choosing.

14. Funding.

A. Funding. Client will be liable for ADP's losses arising from or in connection with any action, proceeding or claim made or brought against ADP by any bank with whom Client maintains a payroll account or funds for any ADP error, omission or failure incident or pursuant to ADP providing the Services to Client that would have been corrected by ADP except Client refuses or is unable to fund or reimburse such bank, excluding any loss that could be characterized as consequential, indirect, special or incidental damages.

B. Debits. Client will be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit which is returned to ADP because of insufficient or uncollected funds or for any other reason), upon demand and interest thereon at the rate set forth in the Payment provisions. Also, if any debit to a Payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to pay the amount of such debit upon demand and interest thereon at the rate set forth in the Payment provisions.

15. Independent Contractor. ADP and the agents and employees of ADP, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State of California.

A. Americans with Disabilities Act. By signing this Agreement, ADP assures the State that it complies with the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. § 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. Collective Bargaining. ADP and any of its Subcontractors will give written Notice of their obligations under subsections A, D and F of this Section 15 to labor organizations with which they have a collective bargaining or other agreement.

C. Drug-Free Workplace. ADP certifies that it will provide a drug-free workplace as required by California Government Code sections 8355 through 8357.

D. Fair Employment and Housing. ADP will comply with the provisions of the Fair Employment and Housing Act, California Government Code section 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

E. National Labor Relations Board. By executing this Agreement, ADP certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

F. Nondiscrimination Clause. During the performance of this Agreement, ADP and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. ADP will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

G. Permits and Licenses. ADP will observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. ADP will procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

H. Subcontractor Provisions Required. ADP will include the nondiscrimination and compliance provisions of this Section 15 in any and all subcontracts issued to perform Work under the Agreement.

16. Insurance Requirements

A. ADP will maintain in full force during the full term of the Agreement (through third party insurance providers or through the self-insurance program of ADP's ultimate parent corporation, Automatic Data Processing, Inc.), insurance in the following amounts and coverage:

i. Workers' Compensation, with limits not less than the statutory requirement for the state of residency.
ii. Employers' Liability, with limits not less than $1,000,000.00 for each accident.
iii. Comprehensive General Liability Insurance with limits not less than $1,000,000.00 for each occurrence, combined single limit bodily injury and property damage.
iv. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000.00 for each occurrence, combined single limit bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable.

B. Upon request of the State, ADP will provide the State certificates of insurance satisfactory to the State evidencing all required coverages before ADP begins any work under this Agreement.

C. Approval of the insurance by the State will not relieve or decrease the ADP's liability under this Agreement

17. Intellectual Property.

A. Ownership of Proprietary Rights. All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by ADP to Client as part of the Services (the "ADP Products") are the exclusive property of ADP or the third parties from whom ADP has secured the rights to such ADP Product. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to ADP Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by ADP for use with, ADP Products will be governed by the license agreement (whether written, shrink wrapped or on-line) delivered with such software.

B. Indemnity by ADP for Infringement. ADP will defend Client in any suit or cause of action alleging that ADP Products, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any United States copyright, trade secret, or other proprietary right of a third party. ADP will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) Client assists ADP as reasonably required by ADP, (iii) subject to the next sentence, ADP controls any negotiations or defense, and (iv) Client takes all

reasonable steps to mitigate any potential damages that may result. ADP shall comply with the requirements set forth in section 13.A ("Control of Defense and Settlement") in conducting such defense or in any settlement. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action resulting from a Client Infringement Event (as defined below). If any ADP Product is held or believed to infringe on any third-party's intellectual property rights, ADP may, in its sole discretion, (a) modify ADP Product to be non-infringing, (b) obtain for Client a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to Client any unearned fees paid by Client to ADP in advance. This Section 17B states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

C. Client Infringement. In the event a court of competent jurisdiction (in a suit or other cause of action brought by ADP against any Client) determines that a Client Infringement Event has occurred, the limitations on liability contained in this Agreement (except with respect to any damages that may be characterized as consequential, special, incidental, indirect or similar damages, or as lost profits), shall not be binding upon the court in its decision regarding damages that must be paid to ADP.

"Client Infringement Event" means (i) any alteration, change, modification and/or enhancement of ADP Products made by Client or any third party on behalf of Client without ADP's express permission; (ii) Client's use of ADP Products in combination with any hardware, software or other materials not expressly authorized by ADP; (iii) Client's use of other than the most current release of ADP Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iv) use of ADP Products after Client has been notified that ADP Products infringe upon the intellectual property rights of a third party, or (v) use by Client of unmodified ADP Products after Client has been informed of modifications that would avoid claims of infringement.

18. Key Personnel.

A. Contractor shall provide certain Key Personnel, as identified in Attachment C-1, Service Model and Service Level Agreement.

B. The State shall have the right to notify ADP of its objection to the continuing assignment of any of Contractor's Key Personnel provided to State under this Agreement if, in the State's opinion, the performance of Contractor's Key Personnel is unsatisfactory. As set forth in Attachment C-1, Service Model and Service Level Agreement. Contractor and State shall outline concerns and determine appropriate action plans for correction. In the event Contractor and State do not come to mutual agreement regarding whether to terminate such Key Personnel's involvement in the ongoing services to State or the Courts, Contractor shall provide Notice to State of its final determination not to reassign

the Key Personnel in question. In such event, State shall have the right to terminate this Agreement. However, Notice of such termination must be received by Contractor within forty-five Days after State's receipt of Contractor's Notice of its final determination not to reassign the Key Personnel in question.

C. If any of Contractor's Key Personnel become unavailable during the term of this Agreement, including Key Personnel removed as a result of the procedure described in paragraph B above, Contractor shall immediately assign a substitute acceptable to the State's Project Manager, and identify replacement personnel possessing equivalent or greater experience and skills.

19. Limitation of Liability. This Section 19 sets forth the full extent of ADP's liability for damages resulting from this Agreement or the Services rendered, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies. Each of ADP and Client acknowledges that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this section.

A. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to ADP, (ii) Client's failure to use the Services in the manner prescribed by ADP, and (iii) Client's failure to supply accurate input information.

B. Errors and Omissions. ADP's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by ADP will be to correct the affected Client report, data or tax agency's filings, as the case may be. Upon the request of Client, ADP will correct any error or omission made by ADP in connection with the Services at no additional charge to Client. Notwithstanding the foregoing, ADP shall be fully responsible to replace funds received from Client that are lost by ADP as the result of the delivery of such funds, due solely to ADP error, to unintended third parties (*i.e.*, parties other than the intended payees).

C. Mitigation of Damages. Both parties will use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

D. Limit on Monetary Damages. Except as provided in subsections 19.E. and 19.H, below and the last sentence of subsection 19.B above, and except for ADP's liability under the intellectual property indemnity contained in Section 17, ADP's maximum aggregate liability in each calendar year under this Agreement for claims of any type or character made by Client or any third party arising from or related to the Services will be limited to an amount equal to the average amount of fees paid by Client per month for the Services multiplied by three (3). Such monthly average will be calculated based upon the twelve months preceding the month in which the damage is alleged to have occurred (or, if less than twelve

months, such number of months that Client has actually been receiving the Services). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent payroll processings.

E. Tax Penalties and Interest Assessments. If, as a result of an error or omission made by ADP in performing the Tax Filing Services, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission and (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. In any such case, Client will be responsible for all additional taxes and any other interest charges.

F. OBC/ADPChecks/FSDD. Neither ADP nor the Originating Bank will be liable for any damages to Client arising from any decision to refrain from or delay originating debit/credit entries or issuing ADPChecks in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedure have failed, (ii) due to Client's lack of creditworthiness or (iii) because ADP has not received timely funds from Client. Client agrees that ADP will not be liable for any damages to Client arising from any bank decision to withhold the release of a Client payroll which is processed on Official Bank Checks, unless caused by ADP error or omission. Regardless of any such delay in the release of Official Bank Checks, Client will still be obligated to pay ADP for applicable payroll processing charges. With respect to FSDD Services, ADP and the Originating Bank have implemented a security procedure to verify the authenticity of debit/credit instructions transmitted to the Originating Bank, and not for detecting errors in such instructions. Such security procedure includes (i) a unique file identification number and transmission password, (ii) encryption, and (iii) automated verification of total dollars and number of items in the file. Client agrees that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. Client will be bound by any debit/credit instruction issued in respect to Client, and received and verified by the Originating Bank in accordance with such security procedure, and neither ADP nor the Originating Bank will be liable for any loss sustained from any instructions which are not authentic if such security procedures have been followed in good faith.

G. No Consequential Damages. NEITHER ADP, THE ORIGINATING BANK NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

H. NOTWITHSTANDING ANY LIMITATION CONTAINED IN THIS SECTION OR ELSWEHERE IN THIS AGREEMENT, EACH PARTY (THE "FIRST

PARTY") SHALL BE FULLY RESPONSIBLE FOR ALL DIRECT AND ACTUAL DAMAGES SUFFERED BY THE OTHER PARTIES AS A RESULT OF THE FRAUDULENT OR CRIMINAL ACTS OF THE FIRST PARTY AND/OR ITS EMPLOYEES AND AGENTS.

20. Ownership of Results and Records. Any interest of ADP in studies, reports, memoranda, computation sheets, questionnaires or surveys, Data in any form, or other documents and/or recordings prepared by ADP in connection with Work to be Performed under any individual Work Order will become the property of the Client. Upon the Client's written request, ADP will provide the Client with all these materials within thirty (30) calendar days provided ADP may nonetheless retain copies thereof if required by applicable law or if reasonably necessary by ADP for the performance of its obligations.

21. Payment. The consideration to be paid to ADP under this Agreement will be compensation for all ADP's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided. ADP agrees that it will have no recourse against the State for any act or omission of the Client arising from ADP's furnishing goods or services pursuant to this Agreement, any such recourse to be solely had against the applicable Client. State acknowledges and agrees that in the event of any non-payment of monies by a Client to ADP (other than withholding of payment subject to a good faith dispute of which a prompt and detailed written notice has been provided to ADP by Client), or uncured material breach by a Client, ADP will be permitted to suspend the provisions of any and all services to such Client, and if such default continues, to terminate such services.

A. Payment. Client will pay ADP for the Services indicated on each Work Order at the rates set forth in Exhibit E to the Master Agreement, for the Initial Term of this Master Agreement. If any Client requests Services which are not priced on Exhibit E, the rate for such services will be set forth on the Work Order applicable to such Client. ADP may increase prices annually after the Initial Term upon at least 30 days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items. These prices do not include monthly communication charges or communication installation charges, which will be paid by Client.

   Client will pay all undisputed invoice amounts (or the undisputed portions) within 30 (thirty) days of receipt of invoice. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, will pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client will reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder.

B. Taxes. Amounts equal to any applicable taxes levied or based on this Agreement, will be added to all payments, exclusive of taxes based on ADP's net income.

22. Record Retention. ADP will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than seven (7) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

23. Services.

A. Performance Standard. ADP will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. If ADP employees are located on Client's property, ADP will advise such employees to observe the reasonable security and safety policies of Client, as communicated to ADP sufficiently in advance from time to time.

B. Use of Services. Client will use the Services in accordance with the instructions and reasonable policies established by ADP from time to time and communicated to Client. Client will use the Services only for the internal business purposes of the Client, or to provide data or reporting to the AOC. Client will not provide, directly or indirectly, any of the Services to any party other than the Client or the AOC.

C. Impound Services. If Client is receiving any of the Services that require ADP to impound funds from Client's Account to pay Client's third-party payment obligations (e.g., Tax Filing Services, WGPS, FSDD Services and/or ADPCheck Services) ("Impound Services"), Client shall have sufficient, collected funds in Client's Account within the deadline established by ADP to satisfy such third-party payment obligations in their entirety. ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

D. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state and local tax identification numbers) and Client is responsible for the accuracy of all such information. ADP has no obligation to verify the accuracy of such data and will not be liable for any adverse consequences resulting from errors or omissions contained in such data. Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client's records. Client will immediately notify ADP of any error or omission discovered by Client or any discrepancy between the information provided by ADP and Client's records and will not distribute any paycheck or rely on any record, report or document containing any such error, omission or discrepancy until such error, omission or discrepancy, as the case may be, has been corrected.

E. Client Responsible for Compliance with Laws. The Services are designed to assist Client in complying with applicable laws and governmental regulations. Nevertheless, Client (and not ADP) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its business and (ii) for any use Client may make of the Services to assist it in complying with such laws and governmental regulations. Client will not rely solely on its use of the Services in complying with any laws and governmental regulations. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

F. Century Date-Change. The ADP Products will be year 2000 ready, that is, the ADP Products will be no more likely to produce logical or arithmetic inconsistencies, will be no more likely to experience any abnormal or unanticipated shutdowns or other interruptions, and will be no more likely to produce any invalid or incorrect results or experience other degradations in performance or functionality, when dealing with dates beyond December 31, 1999 than they are when dealing with dates before December 31, 1999. Notwithstanding the foregoing, ADP makes no statements as to the interoperability of the ADP Products with any third parties' systems.

G. FSDD/ADPCheck. With respect to FSDD Services, prior to the first credit to the account of any employee or other individual (a "Payee"), Client shall obtain a signed authorization from such Payee (a "Payee Authorization"), which shall be in a form approved by ADP and shall authorize the initiation of credits to such Payee's account and debits of such account to recover funds credited to such account in error. Client shall retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter and shall furnish such copy to ADP upon request. Client agrees not to distribute any ADPChecks to Payees prior to 4:00 p.m. local time on the banking day immediately before paydate. Client also agrees to cooperate with ADP to recover funds erroneously included in any ADPCheck issued to any Payee or credited to any Payee's account in error. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a written stop payment request in the form provided by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck which represents funds to which the applicable payee is rightfully entitled. Client represents and warrants to ADP and to the bank originating debit/credit instructions on ADP's behalf (the "Originating Bank"), if applicable, that: (a) each credit and debit (reversing or correcting a prior payroll credit) to the account of a Payee is timely and has been authorized pursuant to a Payee Authorization signed by such Payee and held by Client; (b) at the time any credit is made to the account of any such Payee, Client has no actual knowledge of the revocation or termination of such Payee's Payee Authorization; (c) each debit to the account of a Payee (reversing or correcting a prior payroll credit) is for a sum which is due and owing to Client and Client has notified the Payee of such debit prior to its initiation; (d) the amount indicated by Client as being owed to each Payee is in fact

due and owing to such Payee; and (e) Client's electronic credit payments comply with United States laws and all other applicable laws.

24. Severability; Survival. If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement will remain in full force and effect and that term or provision will be deemed stricken. The termination or expiration of the Agreement will not relieve a party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, unless expressly provided herein.

25. Subcontracting. ADP reserves the right to subcontract all or a portion of work to be provided on behalf of the Client. ADP retains responsibility for delivery of services for all agreed upon Work Orders and/or Change Orders. No party to this Agreement will in any way contract on behalf of or in the name of another party to this Agreement.

26. Termination for Cause. The State may terminate this Master Agreement if ADP fails to perform the material provisions, at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper.

27. Termination by State, for Other Than for Cause. In addition to termination for cause, State may terminate this Master Agreement at any time upon providing ADP written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, ADP will promptly discontinue entering into new Work Orders with Clients under this Agreement. State shall be obligated to notify all Clients in such event. ADP shall continue to provide service to Clients with an authorized Work Order under the terms and conditions of this Master Agreement, unless the Client or ADP terminates the Work Order pursuant to section 28 below.

28. Term and Termination; Default by Client; Remedies Upon Default.

A. Termination for Other than Cause. During the first 90 days of service, with respect to Services covered by this Agreement (other than Impound Services), Client may terminate its Work Order at any time; thereafter (whether before or after partial termination of this Master Agreement), either ADP or Client may terminate a Work Order upon 180 Days prior Notice to the other, unless otherwise agreed. With respect to the Impound Services, either ADP or Client may terminate a Work Order upon at least 30 days prior written notice. If the State terminates this Master Agreement, in whole or in part, prior to the expiration of a Client's Work Order, Client may, with respect to Work terminated by the State, (i) continue to receive the Work under the terms of this Master Agreement for the remainder of the term for this Work Order, or (ii) terminate the Work Order or the component of the Work that has been terminated by the State, pursuant to this section. If Client terminates all or a portion of their Work Order, the Client will pay ADP for work performed and services rendered before the termination.

B. Impound Services. Notwithstanding anything contained herein, any of the Impound Services may be immediately terminated by ADP without prior notice if (i) any of the events in Subsection (C) of this Section 28 occur with respect to Client, (ii) any unauthorized credits or debits are initiated in Client's name, (iii) the Originating Bank notifies ADP that it is no longer willing to originate debits and credits for any reason, (iv) the Authorization to Debit is terminated, (v) Client terminates or is terminated from the Tax Filing Services, or (vi) ADP reasonably determines that Client no longer meets ADP's eligibility requirements for such Services. ADP agrees that in the event of a financial default by a Client with respect to the funding to ADP of any third party payment obligations (i.e. tax filing funds or employee wages, but not ADP's fees for the Services), ADP will initially suspend the Services (as opposed to outright termination thereof) and notify the AOC and the applicable Client of the default. ADP will be permitted to terminate the Services (and the applicable Work Order) if such default is not cured within five business days thereafter; provided that if a Client commits two such financial defaults then upon any such default thereafter, ADP will be permitted to terminate the Services (and the applicable Work Order) immediately (without any such "suspended" service period) and without formal notice. With respect to financial defaults by a Client in respect of ADP fees (i.e. beyond 30 days of receipt of invoice, as specified in section 21.A above), ADP will provide notice of default and a one-week opportunity for Client to cure same before it will be permitted to terminate Services (or the applicable Work Order), but this sentence will not apply to any Client after the second such financial default. ADP shall not be responsible for any adverse consequences to Clients or their employees/payees that result from a suspension of Services that is permitted by this Section (and Section 21).

C. Client Defaults. Notwithstanding anything contained herein (other than the last 3 sentences of section 28.B above), if Client (i) defaults in the payment of any fees to ADP hereunder, (ii) materially defaults in the performance of any of its other obligations hereunder, (iii) commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of Client's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency, or (iv) has any material adverse change (in ADP's reasonable opinion) in its financial condition (e.g. a significant likeliness that Client will be unable to fund the next payroll), then, in any such event, ADP may, upon prior written Notice (a) suspend this Agreement and/or any of the Services, (b) declare all amounts due and to become due immediately due and payable and/or (c) require Client to deposit an amount equal to its average per processing charges or to prepay for future processing. If any such default by Client is curable but not cured within 30 days of receipt of such Notice of default from ADP, ADP may immediately terminate all services to the applicable Client immediately upon written Notice of same to such Court and the AOC. ADP shall not be responsible for any adverse consequences to Clients or their employees/payees that result from a suspension of Services that is permitted by this Section.

D. Post-Termination. If any of the Services are, or may be, terminated by ADP pursuant to subparagraphs (B) or (C) above, ADP will be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP on Client's behalf to a third party as part of the Services (unless such payment by ADP is an error by ADP or otherwise constitutes a breach by ADP of this Agreement)) and if any such Services are terminated, Client will immediately: (i) become solely responsible for all of its third-party payment obligations covered by such Services then or thereafter due (including, for Tax Filing Services, all related penalties and interest); (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP (and in accordance with the rates specified in this Agreement) to Client relating to the Services. If ADP elects not to terminate any or all of the Services as permitted hereunder, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by the Services and/or ADP's fees and charges for the Services to ADP by bank or certified check or by wire transfer as a condition to receiving further Services.

E. Remedies Cumulative. These remedies are cumulative, and in addition to all other rights and remedies available to ADP hereunder, by operation of law or otherwise.

29. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. CLIENT AGREES THAT OTHER THAN ADP's OBLIGATIONS TO CLIENT HEREUNDER, ADP HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

30. Waiver. The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, will not be a waiver of the default or right, nor will it affect the right of the party to enforce those provisions later.

31. Warranty – Services. ADP warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement will have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. ADP further warrants that the services provided hereunder will conform to the requirements of this Agreement in all material respects.

32. Warranties Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

33. Signature Authority. The parties signing this Master Agreement and any Work Orders issued pursuant to this Master Agreement certify that they have proper authorization to do so.

34. Inducement and Entire Agreement. Neither party has been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Master Agreement, consisting of all documents as defined (and/or incorporated) herein, constitutes the entire agreement between the parties, regarding the subject matter, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein will be binding unless expressly agreed in writing by ADP and a duly authorized officer of the State.

End of Exhibit B

ATTACHMENT B-1
MODIFICATIONS TO CONTRACTOR'S CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT FORM

The parties agree that certain aspects of Contractor's standard form entitled "Client Account Agreement and Authorization to Debit/Credit" (the "CAA") shall not apply or shall be deemed clarified as set forth herein, despite the fact that Clients will be executing unmodified versions of the CAA (*i.e.*, this provision shall govern with respect to any conflicts between it and any CAA's executed by Clients).

Contractor agrees that the following modifications shall be incorporated into the CAA:

1. **FRONT OF FORM**

   a. Service Fees

   The note corresponding to the heading "DEBIT METHOD (check Applicable Box)" currently states "Note: (ACH method will be used to collect all service fees)". This note is hereby amended with "The ACH method will be used to collect all service fees if the client opts to have service fees debited. The client would choose this option by checking the box: Fees for Services under BANK INFORMATION. (Reverse wire is never used to collect service fees even if the Reverse Wire option is elected for payroll.) If the client prefers to be invoiced for service fees, they would not check the box: Fees for Services under BANK INFORMATION.

   b. Thresholds

   The Paragraph corresponding to the heading "ACH or PRE-AUTHORIZED DRAFT" is hereby amended by deleting the following in its entirety: "Such dollar limit shall be determined by ADP in its sole discretion" and replacing it with: "Such dollar limit for payroll obligations related to ADP TotalPay, TotalPay Plus, FSDD, ADPCheck, PayCard and/or Instant Pay Services shall be $400,000 and the dollar limit for Payroll Taxes related to ADP's Tax Filing Services shall be $1,000,000."

2. **BACK OF FORM**

   a. Service Fees (additional language)

   The Paragraph on the back of the Agreement titled "ACH or PRE-AUTHORIZED DRAFT" is hereby amended by deleting the following in its entirety "(c) the date specified in the "Advice of Debit" or "Advice of Charge and replacing with "(c) the date specified in the "Advice of Debit" or "Advice of Charge" or "Service Fee Invoice"

   The Paragraph on the back of the Agreement titled "DIRECT WIRE FOR EXCEPTION PROCESSING" is hereby amended by deleting the following in its entirety: "(d) the date specified in the "Advice of Debit" or "Advice of Charge" and replacing with "(d) the date specified in the "Advice of Debit" or "Advice of Charge" or "Service Fee Invoice"

   b. Notice

   The text of the Paragraph on the back of the form titled "NOTICE" is hereby replaced in its entirety by Section 28 of the Master Agreement (Exhibit B—General Terms & Conditions).

End of Attachment 1 to Exhibit B

EXHIBIT C
DESCRIPTION OF TYPES OF WORK

The following is a list, including but not limited to, of the general categories or types of services provided by ADP that will be performed by ADP if included in a mutually agreed, authorized Work Order. It is provided herein as information only as the specific Work and services and the specifics and details surrounding ADP's capabilities related thereto will be set forth in individual Work Orders. Additionally, ADP will provide the services described in the Service Model outlined in the Service Level Agreement incorporated herein as Attachment C-1.

1. General Payroll Outsourced Services to the Courts

A. Basic payroll processing services for the Courts.
B. Printing and delivering paychecks to each Court location.
C. Interfaces payroll data to individual Court financial systems (e.g., SAP, PeopleSoft, Oracle) if required.
D. Functionality to download payroll data into a spreadsheet and/or an external database (e.g., MS Excel, MS Access).
E. Reporting of state and federal payroll taxes in accordance with ADP's standard services.
F. Complete functional training to payroll system users.
G. New hire reporting to the State of California.
H. Provide, or interface to, an electronic timekeeping and attendance solution if required.
I. Provide certain types of unemployment related services.
J. The option to access and process payroll through a software based program or through an Internet based application using a standard Web browser with maximum Internet security if required.
K. The ability to provide an integrated, vendor-supplied Human Resources Information System (HRIS), or the option to interface to a Third Party HRIS if required.

2. Specific Payroll Functions to Be Provided to Each Court

A. Multiple user-defined earnings codes (pay types).
B. The ability to locally print a manual check or a special payroll check.
C. The ability to modify certain information appearing on employee paycheck stubs.
D. The ability to pay an employee at more than a single rate.
E. An indicator for terminated employees to prevent issuance of additional checks after termination.
F. The ability to pay employees on a variety of pay schedules (e.g. weekly, bi-weekly and monthly).
G. The ability to calculate and pay miscellaneous deductions such as benefits and retirement.
H. The functionality to produce standard and ad hoc payroll reports.
I. The ability to supply comprehensive, up-to-date payroll user documentation, both functional and technical.
J. The option to preview and change a payroll prior to final processing.
K. Group term life and excess life calculation.
L. The ability to process pre-tax and post-tax deductions.

M. The ability to handle retroactive payments.
N. The ability to track, for payroll purposes, leave taken under the Family & Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).
O. The ability to track, process, and calculate various accrual and non-accrual leave types–e.g., Holiday Time, Overtime, CTO (Compensating/Compensatory Time Off), PTO (Paid/Personal Time Off), and Bank Time.
P. Make mass changes to earnings and deductions amounts and rates by bargaining unit or by other user-defined criteria.
Q. Direct deposit capabilities to multiple accounts.
R. The ability to track and report employee garnishments and the history of garnishments.
S. The ability to administer flex-spending accounts.
T. The ability to manually adjust taxable earnings for W-2 processing.
U. The ability to process deferred compensation.
V. The ability to process retirement deductions (PERS).
W. The ability to process reimbursements, both taxable and non-taxable.
X. The ability to process moving allowance when required.
Y. The ability to process car allowance when required.
Z. System ability to accept both on-line (i.e., web-based) and batch (i.e., PC-based) input.]
AA. The ability to split employee earnings between multiple cost accounts or centers.
BB. The ability to track multiple anniversary dates (for leave accrual).
CC. The ability to produce year-end payroll reports, including W2's in accordance with ADP's standard services.

3. Additional Payroll Services to be Provided to Individual Courts

A. Conduct an on-site study with the Court's staff and the State (e.g., AOC's HR, IT, and Finance), if applicable, to identify needs with respect to organizational and functional processes and system/hardware requirements (for each Court location, as required).
Assist in achieving a smooth transition from the existing payroll system to the new system
Provide reasonable levels of security for data input and for processing and accessing payroll information for management and staff.
Maintain stable customer support to promote ongoing Contractor familiarity with the Court's unique payroll requirements.
Complete, to the reasonable satisfaction of the Court, a parallel or off-line payroll run prior to a "live" payroll.
Notwithstanding anything to the contrary contained herein, some of the services may be requested by individual Courts that are outside Contractor's standard scope of services. In such cases, fees will be based on the scope of work requested and ADP's then current pricing standards.

End of Exhibit C

ATTACHMENT C-1
SERVICE MODEL AND SERVICE LEVEL AGREEMENT

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. 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

a. Staffing Requirements and Key Personnel

i. The Service Model will include a team of four implementation and service support associates 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 two support associates from each of the respective functions (implementation and service) are always available, during the designated hours.

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

- **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.

iv. Service Team members will posses 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 beginning November 28, 2005 Monday through Friday, excluding holidays, from 8:00am to 5:00pm (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 to 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 for each call or activity. 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

a. Contract Amount for Service Model

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. This amount is inclusive of all costs, benefits, expenses, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements set forth herein.

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) A unique invoice number;
iii) The Contractor's name and address;
iv) Taxpayer identification number;
v) Description of the Work provided;
vi) The contractual charges, and,
vii) 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 D
WORK ORDER PROCESS

1. General Process

A. Specific work under this Contract will be performed on an as-needed basis consisting of individually negotiated Work Orders. Each Work Order will provide a specific scope, pricing and schedule of Work. There is no guarantee that all Work set forth in Exhibit C will be utilized. The Contractor should also be prepared to include other Work, where needed, to support projects after scopes are further defined (pursuant to a Change Order).

B. The Contractor will be expected to respond to short notice requests for technical assistance to resolve urgent work order requests. The Contractor should be capable of performing urgent work order requirements while working on several work orders simultaneously.

2. Work Order Limitations

There will be no specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.

3. Related Contracts

The State may or will enter into more than one (1) Master Agreement for similar outsourced payroll processing Work.

4. Contract Value

Neither the State nor any Court guarantees that the Contractor will receive a specific volume of Work, a specific total Work Order Amount, or a specific Work Order value. At any time during the funding year, all Work Orders may be subject to change if there is a change in the funding levels or project priorities pursuant to the Change Process in Exhibit B; provided that in no event will fees go unpaid for work already performed or services already provided while a Work Order or Change Order remained in effect..

5. Work Order Process:

A. For each individual work order, the Court's Representative will issue a written "Work Order Request" to the Contractor's Account Representative. The Work request will describe the nature and extent of the project, its scope, preliminary schedule, and rough order of magnitude.

B. The Contractor will prepare a proposal that includes an applicable scope of Work, schedule, and budget, as well as identify key staff assignments and potential subconsultants.

C. The Contractor and Court's Representative will define a detailed scope of Work, Project schedule, prices and other details.

D. Final approval of the Work Order will be in the form of an executed Work Order.

E. The Court is responsible for promptly notifying the Court's Representative if there is a need to revise the approved scope of Work, schedule, or price. All changes are subject to the prior approval of the Court's Representative.

F. The Work Order Process described above will apply to all Work Order Requests issued by the AOC for certain reports summarizing some or all of the individual Clients' data. The AOC will be responsible for payment of such services as set forth in a Work Order executed by the AOC and ADP. However, a Work Order issued by the AOC will not be substantially in the form of Attachment D-1 due to the need for a State Standard Agreement coversheet/signature page for processing the AOC's payments through the State Controller's Office.

G. A Work Order will not be assigned without the prior written consent of ADP, and any attempt to assign any rights, duties or obligations which arise under the Work Order without such consent will be void.

6. Work Order Pricing

A. The Work Order shall include the appropriate unit price from Exhibit E, Contractor's Price List, from the Master Agreement and any other prices applicable to the Work Order.

B. The prices set forth in Exhibit E are the maximum allowable prices for the associated Work, but the Court and the Contractor are not precluded from incorporating agreed upon lower prices in a specific Work Order. In no event will the Court or the AOC pay for prices higher than those in Exhibit E.

C. Once the Work Order, prices and schedule are agreed upon, the Court's Representative will provide multiple originals of the Work Order to the Contractor for signature. The Contractor will indicate acceptance of the Work Order with its signature on each of the Work Order forms and return the originals to the Court's Representative within two (2) business days.

D. The Contractor agrees that any estimated number of hours indicated in this Work Order is a sufficient number of hours to accomplish the Work requested therein. In no event will the Court pay more than the Work Order Amount set forth in the authorized Work Order (unless increased pursuant to the Change Process in Exhibit B).

E. Any commencement of performance prior to the Contractor's receipt of the authorized Work Order will be done at the Contractor's risk.

F. All Work Orders are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Order and the Master Agreement, the Master Agreement shall prevail.

7. Payment

A. Upon completion and acceptance of the non-recurring Work or every payroll for the recurring Work, the Contractor shall submit an invoice for Work completed to the Court. After receipt of the invoice, the Court 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. Invoices shall be in Contractor's standard format. ADP will use

commercially reasonable efforts to supply any supporting information not included on such invoice if periodically requested by the State or a particular Court.

B. [Intentionally Omitted.]

C. The Contractor shall submit one (1) original copy of each invoice to the Court's Representative.

D. The Contractor shall bill the Court and the Court shall pay the Contractor pursuant to this Work Order and the terms and conditions and rates set forth in the Master Agreement.

E. The Courts are 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 Court 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 Work Order.

8. Consent and Agreement

A. The Court, upon execution of this Work Order, certifies that the Court has received and has reviewed the terms and conditions of the Master Agreement and will abide by them.

B. This Work Order shall become effective upon execution by the Court and the Contractor. Unless sooner terminated as provided in the Master Agreement, this Work Order shall remain in effect for the term the Court has indicated herein in this Work Order.

C. The Court, upon execution of this form, certifies that the Court understands that the Contractor and the State may, from time to time and without the Court's consent, amend the terms and conditions of the Master Agreement thereby affecting the terms of the Work the Court receives from the Contractor.

D. If the State terminates the Master Agreement, in whole or in part, prior to the expiration of this Work Order, the Court may, with respect to Work terminated by the State, (i) continue to receive the Work under the terms of the Master Agreement for the remainder of the term for this Work Order, or (ii) terminate this Work Order or the component of the Work that has been terminated by the State.

End of Exhibit D

ATTACHMENT D-1

Sample Work Order Form

☐ *Original Work Order* *ADP Work Order No.* _____

☐ ***Revision to Existing Work Order***

A. General Work Order Information

1. Contractor Name: _____
2. Contractor's Account Representative: _____ Phone#: _____
3. Master Agreement Contract Number: TCMA-200201
4. ADP Company Code(s): _____
5. Court Name: _____
6. Court's Representative: _____
7. Work Order Signature Date: _____
8. Work Order (not to exceed) Amount(s):
   - i. Non-recurring (one-time fees): $_____
   - ii. Recurring fees computed annually $_____
   - iii. Annual W-2 fees $_____

B. Description of Non- Recurring Work Requested

See attached price quote.

C. Cost Section for Non- Recurring Costs (implementation, set up, license fees)

See attached price quote.

D. Cost Section for Recurring Fees

See attached price quote.

E. Work Order Term

This Work Order shall become effective upon execution and shall remain in effect for an initial term of one year from the date the services are first provided to the Court. The Work Order shall automatically renew until the services are terminated by either party pursuant to the terms and conditions of the Master Agreement.

F. Project Schedule

Project Description	Implementation Start Date	Go Live Date
• *Payroll*		
• *HR*		
• *Time & Attendance*		
• *CARS Interface*		

1. Date Changes: The parties may agree to change the dates set forth above. However, any change to the Go Live Date requires a written amendment to this Work Order, signed by both parties.

2. Complete Project Schedule and Milestones: Notwithstanding the foregoing, the Contractor will, within ten (10) business days of receipt of the authorized Work Order, contact the Court's Representative and arrange a kick-off meeting with the Court at which time a project schedule and milestones will be established. The Project Schedule shall include milestones for the specific Work set forth in the Work Order.

3. Court's acceptance of Contractor's Project Schedule does not (1) imply that the Court approves or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, compliance with all the Work Order requirements, or its responsibility to meet all required Work Order completion dates. Failure by the Court to indicate items on the Project Schedule that do not conform with the Work Order requirements shall not alter or waive the Work requirements or relieve the Contractor from complying with all Work Order requirements. The Contractor shall schedule the Work so that the Work is completed on time. In the event the Contractor is unable to meet the milestones established in the Project Schedule, the Court may pursue any right it has under the law or the Master Agreement, including but not limited to default termination.

G. Consent and Agreement

1. The Court, upon execution of this Work Order, certifies that the Court has received and has reviewed the terms and conditions of the Master Agreement and will abide by them.

2. This Work Order will become effective upon execution by the Court and Contractor. Unless sooner terminated as provided in the Master Agreement, this Work Order shall remain in effect for the term indicated in this Work Order.

3. The Court, upon execution of this form, certifies that the Court understands that the Contractor and the State may, from time to time and without the Court's consent, amend the terms and conditions of the Master Agreement thereby affecting the terms of the Work the Court receives from the Contractor.

4. If the State terminates the Master Agreement, in whole or in part, prior to the expiration of this Work Order, the Court may, with respect to Work terminated by the State, (i) continue to receive the Work under the terms of the Master Agreement for the remainder of the term for this Work Order, or (ii) terminate this Work Order or the component of the Work that has been terminated by the State, pursuant to the termination section of the Master Agreement. If the Court terminates all or a portion of the Work Order, the Court will pay ADP for work performed and services rendered before the termination.

5. A Work Order will not be assigned without the prior written consent of ADP, and any attempt to assign any rights, duties or obligations which arise under the Work Order without such consent will be void.

IN WITNESS WHEREOF, pursuant to Master Agreement No. TCMA-200201 between the State and the Contractor, the parties hereto have caused this Work Order to be executed on the date shown below by their respective duly authorized representatives.

COURT'S REPRESENTATIVE
Print Name:
Title:
By (Authorized Signature): :
Date Signed:

CONTRACTOR
Print Name:
Title:
By (Authorized Signature): :
Date Signed:

End of Attachment D-1 (Sample Work Order)

ATTACHMENT D-2

Acceptance & Signoff Form

Description of Work provided by Contractor:

_____

_____

Date submitted:_____

Work is:

1) Submitted on time: [ ] yes [ ] no. If no, please note length of delay and reasons.

_____

_____

_____

2) Complete: [ ] yes [ ] no. If no, please identify incomplete aspects of the Work.

_____

_____

_____

3) Technically accurate: [ ] yes [ ] no. If no, please note corrections required.

_____

_____

_____

Please note level of satisfaction:
[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

_____

_____

[ ] Work is accepted.
[ ] Work is unacceptable as noted above.

Name:_____

Title:_____

Date:_____

End of Attachment D-2

Amendment No. 11 to Master Agreement No. TCMA-200201 with ADP, Inc.

EXHIBIT E
CONTRACTOR'S PRICE LIST
REVISION 5

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A. Outsourced Payroll Services PC Payroll for Windows
   I. Payroll Processing Fees Per Pay Period
   II. Juror Payroll
   III. Payroll Processing Fees per Month
   IV. Year End Services
   V. One-Time Fees

B. Outsourced Payroll Services PayExpert (Internet Payroll)
   I. Payroll Processing Fees Per Pay Period
   II. Juror Payroll
   III. Payroll Processing Fees per Month
   IV. Year End Services
   V. One-Time Fees

C. Outsourced Human Resource Management Solutions for PC Payroll for Windows
   I. HR Profile
   II. HR Perspective

D. Outsourced Human Resource Management Solutions for PayExpert (Internet Payroll)
   I. HR Expert
   II. Self Service Expert

E. Outsourced Company Portal Solutions for PC Payroll for Windows OR Pay Expert (Internet Payroll)

F. Outsourced Time and Attendance Solutions for PCPayroll for Windows OR PayExpert (Internet Payroll)
   I. eTIME
   II. EZ Labor Manager (up to 1000 employees only) – Web-based Time and Attendance solution
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G. Outsourced Hosting Services for ADP's Software Applications
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H. Outsourced Benefits/Compliance Administration Solutions
   I. COBRA Administration Services
   II. Flexible Spending Account (FSA) Administration
   III. Benefits Expert (Benefits Administration Module)
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I. Outsourced Court Specific Payroll, Human Resource and Reporting Needs
   1. Optional Management Reports
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   8. CPA Tax Filing Assistance for Courts with two EDD Numbers
   9. Custom Programs to Suppress Direct Deposit Bank Account # on Pay Stubs
   10. IDI Interface Feeding Benefit Accrual Data from Payroll into EZ Labor Manager or eTime
   11. IDI Interface to Handle FLSA for Courts Needing Weekly Totals
   12. Custom Reportsmith Report Programming
   13. Schedule 7A Reporting Assistance (Only Available for Courts on HR/Perspective)
   14. Additional Company Codes
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J. Price Discounts

K. Complimentary Services

Exhibit E – Contractor's Pricing List (Revision 5)
Outsourced Payroll Services
PC Payroll for Windows
For
Courts of California

I. PAYROLL PROCESSING FEES PER PAY PERIOD	Bi-Weekly/ Semi-Monthly	Monthly
A. Court Service Model The Court Service Model and associated costs is set forth in Exhibit F.		
B. Base Charge	$91.35	$103.69
+ Per Pay Processing and Tax Service	+$1.63/pay	+$1.76/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)

4.	Standard General Ledger Report/Download *(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.	iPaystatements	$ .17/pay/payroll
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

II. JUROR PAYROLL (No Tax Service Included)

	Weekly	Bi-Weekly/Semi-Monthly	Monthly
A. Base Charge	$55.65	$70.09	$82.43
+Per Pay Processing	+$1.20/pay	+$1.37/pay	+$1.50/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 **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	$18.90 + .34/pay
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	$ .17/pay/payroll
5.	Overnight Processing	$5.00 per 100 jurors
6.	Documax (CD-Rom Output) (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)	$21.00
7.	ADP Delivery NOTE: If a juror payroll is an additional control and the jury payroll is delivered at the same time as the employee payroll, the delivery fee will be reduced to $2.60	$8.95
8.	Split Wrap (Delivery of checks or reports to a different location)	$13.50

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

III. PAYROLL PROCESSING FEES PER MONTH

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

IV. YEAR END SERVICES

A.	W-2 Earnings Statements (Includes Magnetic Tape Filing & W-3 Transmittal)	$4.75/W-2 ($75.00 minimum)
B.	W-2s on CDROM	$52.50+.26/W-2

V. ONE-TIME FEES:

A.	Implementation Fees	15.75% of Annual Outsourced Payroll Fees
B.	One-Time License Fees	
	PC Payroll for Windows	$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

Exhibit E – Contractor's Pricing List Revision 5
Outsourced Payroll Services
PayExpert (Internet Payroll)
For
Courts of California

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

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

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

B. Per Pay Processing and Tax Service $3.15/check for 1st 100 checks
Plus $1.84/check over 100
($63.00 minimum)

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

C. Additional Features

1. Total Pay Included
**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	$ .17/pay/payroll
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	$55.65	$70.09	$82.43	
	+Per Pay Processing	+$1.20/pay	+$1.37/pay		+$1.50/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

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	$ .17/pay/payroll
5.	Overnight Processing	$5.00 per 100 jurors
6.	Documax (CD-Rom Output) (CD-Rom output of all reporting & history for archival and storage. ADOBE Acrobat format for easy viewing & e-mailing reports.)	$21.00
7.	ADP Delivery NOTE: If a juror payroll is an additional control and the jury payroll is delivered at the same time as the employee payroll, the delivery fee will be reduced to $2.60	$8.95
8.	Split Wrap (Delivery of checks or reports to a different location)	$13.50

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

III. PAYROLL PROCESSING FEES PER MONTH

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

IV. YEAR END SERVICES

A.	W-2 Earnings Statements (Includes Magnetic Tape Filing & W-3 Transmittal)	$4.50/W-2 ($75.00 minimum)
B.	W-2s on CDROM	$52.50 +.26/W-2

V. ONE-TIME FEES:

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

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

End of PayExpert (Internet Payroll) Pricing

Exhibit E – Contractor's Pricing List Revision 5
Outsourced Human Resource Management Solutions for
PC Payroll for Windows
For
Courts of California

I. HR PROFILE

A. ONGOING MONTHLY FEES

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

B. ONE-TIME FEES:

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

$1000.00 Service Level Includes:
1-2 Virtual Support Sessions to achieve the following:
Set Up of Validation Tables, Benefit Plans, Assign User Security, Explore Several Features and Reports

$2500.00 Service Level Includes:
2-4 Virtual Support Sessions to achieve the following:
Determine your HR Needs, Set Implementation Priorities, Review how you currently Track HR Data, Set Up of Validation Tables, Benefit Plans, Assign User Security, Explore Several Features and Reports, Import your Data into HR Profile, Verify the Accuracy of the Imports. Note: After you export data from your current system, you'll create and import file based on a sample provided by ADP. Before this session, your implementation consultant will test the file to determine if it needs any changes.

2. **Additional Consulting Services** — **$1050.00/day**

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

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

II. HR PERSPECTIVE

A. ONGOING MONTHLY FEES

Base Charge	$3.62/employee
+ Per Employee Processing	($630.00minimum)
FEES INCLUDE HR PERSPECTIVE SELF SERVICE (ESS/MSS)	

B. ONE-TIME FEES:

1. Core HR/Perspective Implementation Fees — $13,500

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

2. Core HR/Perspective Self Service Implementation Fees $11,200

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

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

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

Commonly requested additional HR/Perspective Self Service consulting include:
Career module with Recruitment
Custom work flows for Appraisals in the My Team module
Custom time-off requests in the About Me module
Custom training and education requests and workflows in the Career and My Team Modules

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

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

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

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

7. Additional Training Days $472.50/day

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

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

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

Exhibit E – Contractor's Pricing List Revision 5
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.

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

Exhibit E – Contractor's Pricing List Revision 5
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 5
Outsourced Time and Attendance Solutions for
PCPayroll for Windows
OR
PayExpert (Internet Payroll)
For
Courts of California

I. eTIME

A. eTIME Software
ONGOING MONTHLY FEES

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

ONE-TIME FEES:

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

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

B. CLOCK OPTIONS
ONGOING MONTHLY FEES

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

ONE-TIME FEES:

1.	Implementation Fees	$367.50/clock

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

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

A. ONGOING MONTHLY FEES

Up to 1000 employees	$ 3.78/employee ($189.00 minimum)
Minimum Monthly Fee Regardless of Number of Employees = $189.00	
This includes web-based timesheets	

For Added Accruals Module	$.26/employee ($15.75 minimum)

B. ONE-TIME FEES:

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

C. CLOCK OPTIONS
ONGOING MONTHLY FEES

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

ONE-TIME FEES:

1.	Implementation Fees	$367.50/clock

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 = $840.00	$ 4.15/employee
Per Employee Process with Added Accruals Module Minimum Monthly Fee Regardless of Number of Employees = $945.00	$ 4.67/employee

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 5
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 5
Outsourced Benefits/Compliance Administration Solutions
For
Courts of California

I. COBRA Administration Services

A. ONGOING MONTHLY FEES

Varies Based on Number of Benefit EligibleEmployees	
1-99 employees	$ 131.25/month
100-499 employees	$ 1.31/employee/month
500-999 employees	$ .89/employee/month

B. ONE-TIME FEES:

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

C. OPTIONAL SERVICES MONTHLY FEES:

1.	Direct Bill Participants Management of premium billing and collection for retirees, leave of absences and non-COBRA severance coverage.	$5.80/participant

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. BENEFITS EXPERT (Benefits Administration Module)

A. ONGOING MONTHLY FEES
PRICING INCLUDES HR PROFILE or HRExpert

Varies Based on Number of Benefit EligibleEmployees
Minimum Monthly Fee Regardless of Number of Benefit Eligible Employees = $630.00

1-249 employees	$ 6 .30/employee
250-500 employees	$ 5.78/employee
500-1000 employees	$ 5.25/employee

B. ONE-TIME FEES:

1. Implementation Fees
Includes 2 Carrier Connections

1-249 employees	$4725.00
250-500 employees	$7875.00
500-1000 employees	$11,025.00

2. Electronic Carrier Feeds $2100.00 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 5
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 $.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 $1312.50

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

A. ONGOING MONTHLY FEES $75.00

B. ONE-TIME FEES:

1. Implementation Fees $2000.00

12. Custom Reportsmith Report Programming

A. ONGOING PER PROCESSING FEES No Charge

B. ONE-TIME FEES:

1. Implementation Fees — $105/hour

13. Schedule 7A Reporting Assistance (Only Available for Courts on HR/Perspective)

A. ONGOING PER PROCESSING FEES — No Charge

B. ONE-TIME FEES:

1. Implementation Fees — $157.50/hour
Includes both consulting services and custom query building — Estimated $5,000-$15,000

14. Additional Company Codes

A. ONGOING PER PROCESSING FEES — 25% Discount of "Book" Exhibit E Pricing

B. ONE-TIME FEES:

1. Implementation Fees — $250.00 (for copies of existing payroll code with no changes)
Otherwise, 15% of Annual Outsourced Payroll Fees

15. Software Version Upgrades

A. Client Install — No Charge

B. ADP Virtual Installation — $750.00/day

C. ADP On Site Installation — $1500.00/day
Note: Database upgrades from Centura SQL to Oracle require ADP Installation - either virtual or on site

D. ADP Consulting Services (if desired) — $1350.00/day

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

Exhibit E – Contractor's Pricing List Revision 5
Price Discounts
For
Courts of California

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

Table A:

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

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

Table B:

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

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

Note 1:
The discount will be applied as a bottom-line discount. That is, the discount will be applied against all discountable processing fees . A list of non-discountable processing fees follow:

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

Exhibit E – Contractor's Pricing List Revision 5
Complimentary Services
For
Courts of California

I. Contractor shall provide two (2) complimentary American Payroll Association ("APA") memberships for the AOC and each Client subscribing to the Services provided under this Agreement.

II. Contractor shall provide a complimentary Information Resource Exchange HR Help Desk and HR Resource Library subscription to the AOC and each Client subscribing to the Services provided under this Agreement.

III. Contractor shall provide one (1) complimentary year end seminar to each Client subscribing to the Services provided under this Agreement.

IV. Contractor shall provide as part of all new payroll implementations two (2) complimentary parallel (test) payrolls prior to the first live payroll.

V. Contractor shall provide the following complimentary training for up to 2 attendees:
PCPayroll for Windows
Reportsmith
Payexpert
Reportwriter
HR Profile
HR Expert
EZ Labor Manager
ETime
Benefit Accruals
iPay CD
Introduction to Virtual Training
Benefits Expert
Enterprise ETime for Administrators

End of Complimentary Services

END OF EXHIBIT E