



SECOND AMENDMENT
TO
GLOBAL MASTER SERVICES AGREEMENT
BETWEEN
ADP, INC.
AND
AUGUSTA, GEORGIA

This Second Amendment (the “**Second Amendment**”), made as of _____ (“**Second Amendment Effective Date**”) between ADP, Inc. (“**ADP**”) and Augusta, Georgia (“**Client**”) contains changes, modifications, revisions and additions to the terms and conditions of the Global Master Services Agreement dated January 8, 2024, as amended (the “**Agreement**”), between ADP and Client.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

- 1. ADP Comprehensive Outsourcing Services.** Client currently receives certain human capital management services, including payroll services, from ADP and now desires to modify the scope of services it receives from ADP to be provided under ADP’s Comprehensive Outsourcing Services (the “**COS Services**”) delivery model. Accordingly, as of the Second Amendment Effective Date, ADP will provide to Client, and Client will receive from ADP, the COS Services in accordance with the Pricing and Financial Terms (COS Services), Service Definitions, and Service Commitments, each attached hereto and incorporated herein and the Agreement. For the purposes of the COS Services provided under this Second Amendment, all references in the Agreement to “Appendix 1” or the “Pricing and Financial Terms” or the “Pricing Appendix-1” shall be deemed to refer to the Pricing and Financial Terms (COS Services) attached hereto.
- 2. Replacement of Enterprise Service Definition and Service Commitments Appendices.** The Enterprise “Service Definition” and “Service Commitments” appendices attached to the First Amendment made as of May 24, 2024 are deleted, each in its entirety, and replaced with the COS Service Definition and Service Commitments appendices attached hereto.
- 3. Additional Services.** As of the First Amendment Effective Date, and in addition to the other Services provided by ADP under the Agreement, ADP will provide to Client, and Client will receive from ADP, Unemployment Claims Services, Wage Garnishment Services, MyLife Advisors Service Center, and ADP Document Cloud Services (the “**Additional Services**”) in accordance with the Pricing and Financial Terms (COS Services) and the Agreement. For the purposes of the Additional Services provided under this Second Amendment, all references in the Agreement to “Appendix 1” or the “Pricing and Financial Terms” or the “Pricing Appendix-1” shall be deemed to refer to the Pricing and Financial Terms (COS Services).
- 4. Cover Page, List of Services.** As of the Second Amendment Effective Date, the list of Services on the cover page of the Agreement is hereby deleted in its entirety and replaced by the following:
 - ADP HCM Services
 - ADP Payroll Services – delivered via Enterprise HR
 - ADP Employment Tax Services



- Employment Verification Services
- Print and Online Statement Services
- ADP Unemployment Claims Services
- ADP Wage Garnishment Services
- ADP Wage Payment Services
- Benefit Services – delivered via Health & Welfare Service Engine
 - ADP Benefits Administration Services
 - ADP Health Compliance Services
 - MyLife Advisors Service Center
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- Federated Single Sign On
- Human Resource Administration Services – delivered via Enterprise HR
- ADP Marketplace
- Mobile Solutions
- MyLife Advisors Service Center Support
- Talent Acquisition Solutions – delivered via ADP Recruiting Management
 - ADP Electronic I-9 Services
- Talent Management Solutions – delivered via ADP Talent Management
 - ADP Compensation Management
 - ADP Learning Management
 - ADP Performance Management
 - ADP Succession Management
- ADP Time & Attendance Services – delivered via ADP Workforce Manager

5. GMTC, Section 1.1.1. As of the Second Amendment Effective Date, Section 1.1.1 of the Global Master Terms and Conditions (“**GMTC**”) is hereby amended by adding the following to the end of such section:

1.1.1.8. ADP Unemployment Claims Services. Management of unemployment insurance claims, including claim administration, timely appeals, auditing of benefits charges, and hearing representation.

1.1.1.9. ADP Wage Garnishment Services. Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties.

6. GMTC, Section 1.1.2. As of the Second Amendment Effective Date, Section 1.1.2 of the GMTC is hereby amended by adding the following to the end of such section:

1.1.2.3. MyLife Advisors Service Center. Management of participant benefits-related inquiries through ADP service center locations.

7. GMTC, Section 1.1. As of the Second Amendment Effective Date, Section 1.1. of the GMTC is hereby amended by adding the following to the end of such section:

1.1.11. ADP Document Cloud. Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

8. GMTC, Section 1.2. As of the Second Amendment Effective Date, Section 1.2 of the GMTC is hereby



amended by adding the following to such section in the appropriate alphabetical order.

“**Agencies**” has the meaning set forth in Section 14.16.1.2.

“**Court Filed Notification**” has the meaning set forth in Section 14.16.2.

“**e-IWO Program**” has the meaning set forth in Section 14.16.5.

“**Flash Signatures**” has the meaning set forth in Section 14.16.3.

9. GMTC, Section 12.4. As of the Second Amendment Effective Date, Section 12.4 of the GMTC is hereby amended by adding the following to the end of such section:

12.4.7. Additional Termination Provisions for ADP Unemployment Claims Services. Either ADP or Client may terminate the ADP Unemployment Claims Services upon 90 days prior written notice to the other party. Notwithstanding any provision to the contrary, upon termination of the ADP Unemployment Claims Services, Client’s access to ADP websites containing Client’s data expires and Client is responsible for downloading all relevant data prior to expiration of any such access rights.

12.4.8. Additional Suspension Provisions for ADP Wage Garnishment Services. If ADP reasonably determines that it can no longer provide any or all of the ADP Wage Garnishment Services due to changes in applicable law or application of existing law, ADP may, upon notice to Client suspend the applicable portion of the ADP Wage Garnishment Services that it is no longer able to perform. Upon suspension, Client will (i) be responsible for payment of Client’s wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services suspended and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination and (ii) be responsible for its garnishment answer and filing obligations. In the event such suspension exceeds 30 days, such suspension shall become a termination.

10. GMTC, Section 14. As of the Second Amendment Effective Date, Section 14 of the GMTC is hereby amended by adding the following to the end of such section:

14.15. ADP Unemployment Claims Services. The following additional terms and conditions apply to the ADP Unemployment Claims Services:

14.15.1. Provision and Transfer of Information. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the ADP Unemployment Claims Services, including without limitations, the claimants’ names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client’s computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

14.16. ADP Wage Garnishment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Services:

14.16.1. Description of Services; Authorization.

14.16.1.1. ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishment Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide



legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.16.1.2. Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees (collectively, "**Agencies**"), or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.

14.16.1.3. Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

14.16.2. Court Filed Notifications. To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each ADP standard form notification that ADP will use to produce, submit and/or file such garnishment notice with a court of law (each, a "**Court Filed Notification**") as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.

14.16.3. Flash Signatures. ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client digitized client signature and notary stamp and notary signature functionality ("**Flash Signatures**") as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements.

14.16.4. Accuracy and Timeliness of Data. Client is responsible for: (i) any errors or omissions caused by any of Client's third-party service providers, and (ii) if Client does not receive ADP hosted payroll services, the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment Services.

14.16.5. Electronic Income Withholding Orders Program. To the extent Agencies and/or jurisdictions offer electronic income withholding orders programs ("**e-IWO Programs**"), Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from such Agencies and jurisdictions. Client understands there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For Agencies or jurisdictions that do not offer e-



IWO Programs, Client agrees to continue to forward to ADP all income-withholding orders/notices or related documentation Client receives. Client agrees to provide written notice to ADP at least 45 days in advance if it wishes to no longer participate in any e-IWO Programs. Client also agrees that ADP may, in its reasonable discretion, suspend or discontinue participation in the e-IWO Program at any time such as but not limited to when reasonably needed to protect the security, privacy or integrity of information and systems or if requested by an Agency.

11. General Provisions. This Second Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Second Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Agreement, this Second Amendment shall prevail. The terms defined in the Agreement and used in this Second Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by its authorized representatives as of the date below, to be effective as of the Second Amendment Effective Date.

ADP, Inc.

Augusta, Georgia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Pricing and Financial Terms (COS Services)



I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

Description	Region / Approved Countries	Volume(s)	Ongoing Fee(s)	Frequency	Implementation / One-time Fees
ADP Comprehensive Outsourcing Services, including:	United States	2,800	\$25.36	Per Employee Per Month ("PEPM")	\$90,000
Human Resource and Payroll Administration Services					
Participant Solution Center Support					
Talent Acquisition Solutions, including:					
ADP Recruiting Management Services					
ADP Electronic I-9 Services					
Talent Management Solutions, including:					
ADP Compensation Management					
ADP Performance Management					
ADP Succession Management					
ADP Unemployment Claims Services					
Employment Verification Services					
Benefit Services, including:					
ADP Benefits Administration Services					
ADP Health Compliance Services					
ADP Learning Management System	United States	2,800	\$1.04	Per User Per Month	\$0



Description	Region / Approved Countries	Volume(s)	Ongoing Fee(s)	Frequency	Implementation / One-time Fees
ADP Workforce Manager	United States	2,800	\$7.50	Per User Per Month	\$0
<i>Hourly Timekeeping - Includes Compliance on Demand</i>		2,600	\$5.85		
<i>Salaried Timekeeping - Includes Compliance on Demand</i>		200	\$5.85		
<i>Absence Management</i>		2,800	\$1.65		
<i>Analytics</i>		2,800	\$0.00		
ADP Time & Attendance Services Time Clocks, including 9 with a QuickPunch Plus module	United States	67	\$170.54	Per Time Clock Per Month	Included
W2s	United States	3,360	\$2.50	Per W2 Per Year	\$0
Talent Management Solutions-Non Managed Talent	United States	Included	Included		Included

- For billing purposes, employees are counted when in (1) active status, (2) LOA status, and/or (3) terminated status if a pay or adjustment transaction occurred within the past 30 days. For purpose of clarification and the avoidance of doubt, a single employee could be counted more than once in a billing cycle if that employee is associated with more than one payroll company code.
- Fees are subject to a 2,500-employee minimum per month.



II. Additional Services

Subject to Section IV.J (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees will be charged at the applicable rates as they occur. These fees are also charged if the volumes in Section III (Assumptions) are exceeded.

Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
PAYROLL / HR ADMINISTRATION					
ADP Wage Garnishment Services	Garnishment Event Processing	672	0.24 garnishment events per EE per year	\$15.00 per addl garnishment event	Garnishment events may include new orders, amendments, releases, notifications for leave of absence and termination, not on file, reoccurring answers, and final answers
ADP Employment Tax Services	State & Local Tax Jurisdictions Filed Monthly	3	3 jurisdictions per month	\$10.00 per addl jurisdiction filing per month	Assumes 2 State and 0 Local tax jurisdiction filings for all FEINs; each additional state or local jurisdiction filing will be subject to the additional fee
	Tax Jurisdiction Filings in "Applied For" Status	0	0 filings	\$150.00 per filing	Client must provide ADP with employer identification numbers ("EIN") for each tax jurisdiction. Tax filings made to jurisdictions without an EIN will be filed under an "Applied For" status and are subject to the additional fee
	Tax Jurisdiction Registration Service	0	0 transactions	\$150.00 per transaction	Registration in new tax jurisdictions where ADP can file taxes on Client's behalf Per Tax ID applied for
	Amendments	0	0 amendments per month	\$250.00 per amendment	Amendment of a previously filed tax return; an additional \$2.50 per W-2C will be invoiced if required as part of the amendment
ADP Wage Payment Services	Wisely Payroll Card Issuance	0	0 payroll cards issued	Included	
	Early Distribution of ADPChecks	0	0 checks	\$35.00 per ADPCheck cashed early	ADPChecks that payees have accessed funds before pay date will incur the additional fee for each day prior to pay day the funds were accessed
	Direct Mail Services	0	0 Items	First Class Postage plus \$0.15	Per item mailed
Pays / Distribution	Payment Transactions	72,800	26 payments per EE per year	\$3.65 per addl transaction	



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
	Split Wraps	0	0 split wraps annually	\$7.25 per addl split wrap	A split wrap is a separation of a single company code's payroll reports / checks / vouchers into more than one package. The cost to deliver the packages is not included in fees
	Manual Payment Transactions (Manual Checks)	182	0.065 manual pymts per EE per year	\$30.00 per addl manual pymt	Additional manual payment transactions whether by check, pay card or other payment means are subject to the additional fee
	Unscheduled Off-Cycle Payroll Run	0	0 runs annually	\$1,500.00 per addl run	
	Adjustment or Stock Processing Run	0	0 runs annually	\$500.00 per addl run	
Employee Data Maintenance	Data Entry	0	0 data entry transactions per EE per year	\$6.00 per transaction	Manual data entry and/or time card processing will be accepted on an exception-only basis (e.g., W-4 changes via the PSC). Data entry may be subject to additional fees
Client Practitioners	Client Named Contacts	4	4 named contacts	\$0.18 PEPM per addl named contact	Number of Client named contacts who may contact the ADP Tier 2 Payroll Administration team
Reporting Services	Year-End Statements (W-2s / 1099s)	3,360	1.2 year-end stmts per EE per year	\$4.50 per addl Year-End statement	Additional W-2s/1099s are subject to the additional fee
	W-2 Corrections	168	0.06 W-2's re-issued per EE per year	\$34.50 per W-2 reissued per EE per year	When requested by a Client employee or former employee
PARTICIPANT SOLUTION CENTER SUPPORT					
Knowledge Base & Inquiry Management Tools	Client Practitioners with Access to View Knowledge Base Content, Submit Inquiries, and View Inquiry Status	4	4 licenses	\$125.00	Licenses in excess of the included volume may be subject to the additional fee as specified in the "Fees" column. For the avoidance of doubt, no additional fees will be payable by Client for any licenses required by ADP personnel for ADP's performance of the Services.
ADP TIME & ATTENDANCE SERVICES					
Employee Timecard Maintenance	Timecard Historical Edits	700	0.250 historical edits per EE per year	\$15.00 per addl historical edit	



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
ADP UNEMPLOYMENT CLAIMS SERVICES					
Claims & Hearings	Unemployment Claims	280	0.1 claims per EE per year	\$40.00 per addl claim	A claim is a notice generated by a state as a result of an individual filing for unemployment insurance benefits. These claim notices are generated for each state unemployment tax ID number under which an employee had worked and earned wages. States often issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits and all such claim notices require review and processing by ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). The claim cap amount provided is based on all claim notices received and processed by ADP from the state(s) as a result of an individual filing for unemployment benefits. ADP reports the number of claims for billing purposes as 'claims processed' through an on-line reporting tool which can be accessed by Client authorized users.
	Optional Third Party Hearing Representation in Attorney States	0	0 hearings per EE per year	\$150.00 per hearing	Attorney states are currently DE, MO, NC, SC, SD, and WV. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained by ADP for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.
ADP ELECTRONIC I-9 SERVICES					
Volumes	Manual I-9 Transactions	0	0 forms	\$7.50 per form	- Per manual or paper I-9 form reviewed (re-reviews of forms are counted as a new review) in connection with new hires outside of the electronic I-9 process as of the Effective Date
	Import of Electronic I-9 Data and Images	0	0 forms	\$5.50 per form	
	Federal I-9 Retro/Conversion Forms Processing	0	0 forms	\$7.50 per form	- Completed Section 1; Section 2 (scan, verify, report and store paper I-9s electronically (per employee))



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
	I-9 and Federal Retro/Conversion Section 3 Forms Processing	0	0 forms	\$1.00 per form	- Name change, re-hire or updating expired documents
	I-9 and Federal Retro/Conversion Documentation Fee	0	0 forms	\$1.00 per page	- Attachments over 2 charged at \$1.00 per page per page
ADP RECRUITING MANAGEMENT SERVICES					
System Configuration	Primary Discrete Applicant Workflows	4	4 primary discrete applicant workflows	\$3,000.00 per addl primary discrete applicant workflow per year	Basic workflows included. If various countries or complex workflows required, check with your service representative for project scoping.



III. Assumptions

The fees in this Appendix are based on the assumptions below and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
IMPLEMENTATION DATA CONVERSION				
Data Conversion	Payroll/HR Data Conversion Sources	1 source	1 source	ADP will complete conversion of employee level indicative data and QTD and YTD accumulator balances provided by Client for each testing cycle and for final conversion. Client will be responsible for data integrity and will perform data cleansing prior to each conversion
	Wage Garnishments Data Conversion	1 electronic file and hard copy documentation for actively deducting wage garnishments	1 electronic file and hard copy documentation for actively deducting wage garnishments	\$3.75 per non actively deducting hard copy document. Client will provide an electronic file to ADP containing all actively deducting wage garnishment information with hard copies of the corresponding original garnishment orders; any hard copy documents for non-actively deducting wage garnishments will be charged at \$3.75 per document
	Employment Verification Services History Conversion	2 years	2 years	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Recruiting Management Services– Data Migration (Open Requisitions and Candidate Records)	Not Included	Not Included	\$10,000 per conversion source > One-time load of open requisitions and candidate records stored in Client legacy system at time of go-live utilizing ADP standard file format > ADP does not support migration of filled or historical requisitions > In order for jobseekers to login and update profiles, each record must include jobseeker user name and password > Historical activity is not linked to requisitions or jobseekers; however, a notes field may be included as part of requisition/jobseeker record to capture historical activity > Migration of Word, PDF, or other non-text resumes is not supported
	ADP Benefits Administration Services Conversion Sources	1 source	1 source	\$10,500 per addl conversion source
IMPLEMENTATION TESTING				
Testing	Conversion Files	2 files: 1 indicative and 1 payroll data	2 files: 1 indicative and 1 payroll data	ADP will perform conversion tests for unit testing and payroll volume testing before the final live data conversion. Client will cleanse data for each conversion, if required
	Data Entry during Maintenance Period	0 transactions	0 transactions	\$6.00 per transaction
REPORTING				
Reporting	General Ledger Chart of Accounts	1 GL chart of account	1 GL chart of account	
EMPLOYMENT VERIFICATION SERVICES SYSTEM CONFIGURATION				
Employment Verification Services System Configuration	Employee Job Title	Not Included	Not Included	Employee job titles will be displayed as 'Associate' to requestor
	Wage Detail	Not Included	Not Included	Wages / earnings will include the total wages and pay date



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP BENEFITS ADMINISTRATION SERVICES SYSTEM CONFIGURATION				
ADP Benefits Administration Services System Configuration	Health Plan Options	10	10 plan options	Health plans include medical, dental, vision, prescription and do not include welfare or flexible spending accounts In the event Client (or Client vendor) requires employees to sign an arbitration agreement in order to obtain benefits coverage, Client (or Client vendor) is responsible for such administration
	Unique Pay Schedules / Calendars	4	4 schedules / calendars	
	Annual Open Enrollment Periods	1	1 OE period(s)	
	Centralized Administration	Included	Included	Client decision making and processing rules governed by single centralized group
	Additional Rate Structures per Benefit Option within an Eligibility Group	0	0 addl rate structures per benefit option within an eligibility group	
	Manage Haste Enrollments	Included	Included	
	Supplemental Benefits powered by Corestream	Not Included	Not Included	Service to access additional voluntary carriers
	Premium Payment Services	Included	Included	
	Affordable Care Act (ACA) Output File	Not Included-	Not Included- files	ADP will provide Client with an output file in standard ADP format for reporting of benefits data elements required for annual filing.
	ADP Private Exchange for Benefit Eligible Employees	Not Included	Not Included	
External Health Insurance Enrollment Service	Not Included	Not Included		



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Work / Life Events	33	33 work / life event types	Available work / life event types are: <ul style="list-style-type: none"> • New hire • Newly eligible • Rehire with benefit reinstatement • Rehire without benefit reinstatement • Address change • Leave of absence • Return from leave of absence • Salary change • Termination • Retirement • Death of employee • Pay frequency change • Reduction of hours – no longer benefit eligible • Full time to part time/part time to full time • Newly benefits eligible (ACA) • Dependent age out • Annual enrollment • Turning 65 / newly Medicare eligible • Age banded events (i.e., life insurance crossing 5 year age band) • Marriage or civil union • Divorce or annulment • Birth or adoption of dependent • Add a domestic partner (DP) • Dissolution of domestic partnership • Death of spouse / DP • Death of child / DP's child • Spouse becomes benefit eligible • Spouse becomes benefit ineligible • Dependent child becomes benefit eligible • Dependent child becomes benefit ineligible • Loss of coverage elsewhere, gain of coverage elsewhere • Spouse's open enrollment



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Dependents	4	4 dependent types	Available dependent types are: <ul style="list-style-type: none"> • Spouse • Child • Domestic partner • Child of domestic partner
	Company Couple Rules	Not Included	Not Included	Standard functionality for couples who both work for Client ensures dependents are not covered twice (e.g., an employee with supplemental life insurance cannot also be covered by the other employee electing spouse life insurance)
	Medicare Data Maintenance	Not Included	Not Included	
Voluntary Benefits				
	Voluntary Benefits	Not Included-	Not Included-voluntary benefit files	Standard ADP format; up to 3 benefit options from single data source
	Wellness Credits	Not Included-	Not Included-wellness credit files	Standard ADP format; up to 3 benefit options from single data source
	Bi-directional Real-time Enrollment Link with UNUM	Not Included	Not Included	
	Single Sign-on to Benefits Vendors	Not Included	Not Included	
	Coverage Tiers	5	5 coverage tiers	Coverage tiers are defined as EE only, EE + One, EE + Family, etc.
ADP TALENT MANAGEMENT SOLUTIONS SYSTEM CONFIGURATION				
ADP Talent Management Solutions System Configuration	Talent Management Module Initial Configuration	N/A	N/A	- Configuration of all in-scope Talent modules must be completed as part of a single implementation project.
	Performance Plan	2	Included	- Performance Management will be configured to support up to 2 Performance Plans
	Compensation Plans	5	Included	- Compensation Management will be configured to support up to 5 Compensation Plans



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Compensation Awards	5	Included	- Compensation Management will be configured to support up to 5 Base Pay Awards per Compensation Plan
	Compensation Bonus Awards	2	Included	- Compensation Management will be configured to support up to 2 Bonus Awards per Compensation Plan
	Compensation Stock Awards	2	Included	- Compensation Management will be configured to support up to 2 Stock Awards per Compensation Plan
	Compensation Groups	25	Included	- Compensation Management will be configured to support up to 25 groups for each pay element within a Compensation Plan
	Succession Plans	1	Included	- Succession Management will be configured to support up to 1 Succession Plan
	Learning Management System	1	Included	- Learning Management will be configured to support up to 1 Learning System
ADP DATA CLOUD				
Components	Core Analytics	Included	Included	Includes metrics dashboards, embedded metrics, mobile analytics and practitioner manager level access
PAYROLL / HR ADMINISTRATION				
Populations	Pay Frequencies	1	1	Provide payroll processing for 2,800 Employees ("EEs")
	EEs Bi-Weekly	2,800	2,800	
	Turnover	15%	0.15 PEPY	
	Collective Bargaining Agreements ("CBAs")	0	0 CBAs	
	Company Codes / Pay Groups	1	1 Co Codes	
ADP Wage Garnishment Services	ADP Wage Garnishment Payments (Withholdings)	7,280	2.6 payments per EE per year	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP Employment Tax Services	ADP Employment Tax Services	1	1 FEIN	
ADP Wage Payment Services	Wisely Payroll Card Issuance	Included	Included	
Pays / Distribution	Scheduled Pay Cycles	26	26 pay cycles annually	Client must submit all variable payroll data inputs by 9am ET four business days prior to pay date
Reporting Services	New Hire Reporting	Included	Included	
	Reporting Service	100	100 hours annually	Number of hours of assistance in developing and/or modifying ad hoc reports in ADP provided reporting tool. ADP support exceeding 100 hours per calendar year (prorated for clients with a mid-year Go-live date) may be subject to Change Control
Document Maintenance	Enterprise HR Document Cloud	Included	Included	
PARTICIPANT SOLUTION CENTER SUPPORT				
Service Day	Hours in a Service Day	12-hour service day	12-hour service day	Client may choose a window between 8:00 AM and 8:00 PM Eastern Time excluding ADP Holidays (New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day)
Contacts	Payroll/HR and Time and Attendance Contacts PEPY	2.3	2.3 contacts per EE per year	
	Benefit Services Contacts PEPY	2.0	2 contacts per EE per year	
	Recruiting Management Services Contacts PEPY	0.2	0.2 contacts per EE per year	
	Talent Management Services Contacts PEPY	1.1	1.1 contacts per EE per year	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP TIME & ATTENDANCE SERVICES				
Populations	ADP Workforce Manager -			
	Hourly Timekeeping	2,600	2,600 users per month	Includes Compliance on Demand
	Salaried Timekeeping	200	200 users per month	Includes Compliance on Demand
	Absence Management	2,800	2,800 users per month	
	Analytics	2,800	2,800 users per month	
	Timeclock Users	0	0 users per month	
ADP UNEMPLOYMENT CLAIMS SERVICES				
Claims & Hearings	Protested Unemployment Claims	118	0.0421 protested claims per EE per year	
EMPLOYMENT VERIFICATION SERVICES - COMPREHENSIVE				
Verifications	Non-Public Sector Requests	Included	Included	Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms
	Public Sector Requests	Included	Included	Employment and wage verifications by public sector requestors is included; examples of public sector requestors include Immigration Services, Workers Compensation, and Social Services
RECRUITING MANAGEMENT SERVICES -				
Population	Employees Supported	2,800	2,800 EEs	
System Configuration	Mobile Text Service	Included	Included	Text Messaging Included
	Third Party Hiring Process Integrations	Included	Included	Background Screening, drug testing, fingerprinting, assessment integrations available via standard API at no charge.
Client Practitioners	Client Named Contacts	3	3 named contacts	- Includes up to 3 Client Named Contacts who may contact the ADP Support Team



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP BENEFITS ADMINISTRATION SERVICES				
Populations	Benefit Eligible Employees	2,800	2,800 benefit eligible EEs	
	Benefit Eligible Retirees	864	864 benefit eligible retirees	
	Benefit Eligibility Groups	15	15 benefit eligibility groups	4 of the benefit eligible groups are specific to retirees
	Turnover	15%	15%	
Data Exports	Healthcare Vendor Exports in HIPAA Compliant 834/5010A Format	8	8 HIPAA 834 exports	
	Custom Exports	0	0 custom exports	Files in mutually agreed format DSOREVIEW: List vendor and benefit area for each custom export
Data Imports	Census/Indicative Data Load	1	1 per week	- Demographic Census Data
Communication	Forms Stored in Library	50	50 forms	Forms in the document library will be displayed based on the individual employee's eligibility group
	Ongoing Enrollment Kit	Not Included	Not Included	
	Annual Enrollment Confirmation Kits	Not Included	Not Included	
	Dependent Age Out Letter - Verification Kit	Not Included	Not Included	
Client Practitioners	Client Named Contacts	Unlimited	Unlimited named contacts	- All reporting, including census errors, payroll deduction file reports, and additional standard reports are offered for a single location - Additional sorting or reporting breakouts are a client responsibility



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Other	Participant Services Center Overages	Unlimited	Unlimited named contacts	<ul style="list-style-type: none"> - Average eligible count to be recorded on first of each month and divided by total calls at end of year. - Direct telecom fees to be billed based on ADP's standard rates. - Native Language Contact Center - available by third party vendor. - Language Line support is billed as pass through expense.
ADP HEALTH COMPLIANCE SERVICES				
Populations	Benefit Eligible Employees	2,800	100.0% of EEs	
	Benefit Eligible Turnover Rate	15%	15%	
	Number of Variable or Part-Time Employees	0	0% of EEs	
	Number of Low Income Employees	0	0% of EEs	A "Low Income Employee" earns 250% of the Federal poverty level
	H&W Integration/Interface for ACA	Included	Included	ADP will integrate data between the ADP Health and Welfare and ADP Health Compliance systems.
ADP TALENT MANAGEMENT SOLUTIONS				
Populations	Performance Management	2,800	1 user per EE per month	Performance Management includes the following: <ul style="list-style-type: none"> - Performance Consultation and Administrator Training - QA Support - 1 Cycle of UAT
	Compensation Management	2,800	1 user per EE per month	Compensation Management includes the following: <ul style="list-style-type: none"> - QA Support - 1 Cycle of UAT
	Succession Management	2,800	1 user per EE per month	- Assumes 2,800 supported employees
Partner Integration	ADP Learning Management System	2,800	2,800 users per month	- Assumes 2,800 supported employees



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Client Practitioners	Client Named Contacts	5	Included	- Includes up to 5 Client Named Contacts who may contact the ADP Support Team



IV. Financial Terms

- A. **Initial Term:** The Initial Term will expire on the fifth anniversary of the Go-Live Date.
- B. **Client Group and Approved Countries:** The Client Group includes the following entities:

Client and its Affiliates (if any) in the United States, and any Affiliates (if applicable) as may be agreed to by the parties.
- C. **Implementation:** The following fees (“Implementation Fees”) are due and payable by Client as follows:
- 1) Implementation Fees are due and payable by Client in five equal monthly installments commencing the month in which the Implementation Services start. The Implementation Fees assume a duration of up to eight consecutive months from the Implementation Services start date until the Go-Live Date.
- D. **Invoicing:**
- 1) Except to the extent otherwise stated below, Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
 - 2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Services are made available to Client.
- E. **Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.
- F. **Taxes:** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- G. **Cost Reimbursement Fee:** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services or the Agreement in whole or in part for convenience pursuant to Section 12.2(ii) of the Global Master Terms and Conditions, Client will:
- If termination occurs prior to the Go-Live Date for the applicable Services:
 - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix OR, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the “Financial Detail” table), and
 - reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services
 - If termination occurs after the Go-Live Date for the applicable Services, reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as set forth in the chart below,



which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for Services determined as of the Effective Date during each “year” of the Agreement:

	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage of Initial Estimated Client Billing Fees as of the Effective Date	40%	32%	24%	16%	8%

In the event new Services are added, the Cost Reimbursement Fee is subject to change.

H. **Postage, Shipping, Travel and other Out-of-Pocket Expenses:** ADP will invoice Client for postage charges, delivery charges, other third party charges incurred on behalf of Client, and reasonable travel and out-of-pocket expenses.

I. **Funding Requirements and Disbursement Disclosure:**

a) For ADP Employment Tax Services, Client will provide:

Tax Liability Impounding Schedule

- What: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date

b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

A. What: All net pay funding (other than for Payroll Cards)

- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is two Business Days prior to associated payroll check date

B. What: Net pay funding for Payroll Cards

- Method: Issuing Bank establishes method of delivery
- Timing: Issuing Bank establishes the deadline

c) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is one Business Day prior to the associated payroll check date

J. **Fee Adjustments:**

- 1) The fees set forth in this Appendix will remain fixed for one year following the date of the first invoice issued for the ongoing Services provided in this Agreement. During the remainder of the Initial Term, ADP will increase fees on an annual basis based on the Consumer Price Index



(CPI) as published by the United States Bureau of Labor Statistics plus 2%. After the Initial Term, ADP will modify the fees on an annual basis upon 30 days' prior written notice to Client.

K. Change Control:

- 1) **Change Control Policy.** ADP will manage changes to the scope of Services (including Implementation Services) (each a “**Change Control Item**”) via its change control process. The parties will agree to any Change Control Items and associated fees (if any); provided, however, ADP will make any Change Control Items required (i) by Applicable Law or (ii) to extend Implementation Services (each of (i) and (ii) a “**Required Change Control Item**”). However, Client and ADP must agree upon any fee for a Required Change Control Item, such agreement not to be unreasonably withheld.
- 2) **Change Control Procedures.** Before starting work on a Change Control Item, ADP will deliver to Client a notice (a “**Change Control Notice**”) providing: (i) the details of the Change Control Item, (ii) the impact of the Change Control Item may have on the Services, including any change to completion dates, (iii) estimates of the time, materials, and aggregate costs for the Change Control Item, and (iv) whether the Change Control Item is a Required Change Control Item. If the change is a Required Change Control Item, ADP will promptly start work on the Required Change Control Item. For any normal Change Control Items, Client must approve or reject the Change Control Item within five Business Days of receipt of the Change Control Notice, and a lack of response will be treated as a rejection. If Client rejects a Change Control Item, ADP may continue performing the Services without implementing the Change Control Item or it may dispute the rejection.
- 3) **Change Control Dispute Resolution.** If either party disputes that an event, requirement, measure, or deliverable is subject to the change control procedures, ADP and Client will make a good faith effort to resolve the dispute within five Business Days of the occurrence of the dispute. If the dispute still exists, ADP will summarize the dispute in writing and escalate it to an ADP senior executive and a Client senior executive, in each case, not directly involved in the project/or day to day service operation subject to the dispute. The executives will make a good faith attempt to resolve the dispute within five Business Days of the escalation. If the dispute still exists after the escalation, either party may elect to resolve the dispute via non-binding mediation as soon as practicable by a third-party mediator knowledgeable in the business process outsourcing services industry and reasonably acceptable to both ADP and Client. The cost of the mediation will be shared equally by ADP and Client.
- 4) The standard hourly rate for a Change Control Item is \$200.00; provided, however, that ADP may increase that rate as follows:
 - (a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st;
 - (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.
- 5) **Maintenance Fees for System Modifications:** Client may request modifications to the ADP system and will pay all costs related to development of those system modifications, plus an annual system technology maintenance fee equal to 18% of the total one-time fee for a Change Control Item for system modifications made after implementation.



V. Service Specific Financial Terms

A. Interface Matrix

ADP will create the custom interfaces and reports listed in the matrix below. In addition to the custom reports in the matrix, ADP will also make available to Client any standard reports then available through the ADP Application Programs.

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
1	Manual Check Positive Pay File	PR/HR	Outbound	Enterprise HR	Client Bank	Daily		<ul style="list-style-type: none"> • Listing of manual checks to provide positive pay information to Client's bank • Design, programming, and testing for one bank is assumed
2	401k Eligibility Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		<ul style="list-style-type: none"> • An outbound interface program will be provided to create a changes-only file containing employee demographic data • The program will select demographic and payroll data from effective dated tables as of the current system run date; future dated records will not be considered
3	401k Elections Inbound	PR/HR	Inbound	TBD	Enterprise HR	TBD		<ul style="list-style-type: none"> • An inbound interface program will be provided to accept a changes-only file (single file) to maintain employee 401k deductions; the inbound file will contain employee deferral (before-tax, after-tax, catch-up) and loan election data (including starts, stops, and changes) • The inbound data will not require logic to determine 401k and loan eligibility or store multiple loan numbers
4	401k Contributions Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		<ul style="list-style-type: none"> • An outbound interface program will be provided to create a changes-only file containing employee demographic data including personal, address, demographic, work information, status and year-to-date contributions • The program will select demographic and payroll data from effective dated tables as of the current system run date; future dated effective dates will not be considered



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
5	Miscellaneous Deduction Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		<ul style="list-style-type: none"> • Inbound file will contain employee deduction data to execute payroll • Assumes 1 file submission • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
6	Miscellaneous Pay Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		<ul style="list-style-type: none"> • Inbound file will contain employee pay data to execute payroll • Assumes 1 file submission • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
7	Miscellaneous Adjustment Pay Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		<ul style="list-style-type: none"> • Inbound file will contain employee pay data to execute payroll • Assumes 1 file submission; each file submission can only contain one pay group • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
8	ADPR Report Pack (for development of Client-specific ad hoc reports during implementation)	PR/HR	Report	Enterprise HR	Client	On Demand		<ul style="list-style-type: none"> • Allocation of 100 hours for ADP to create custom reports in ADPReporting ("ADPR") based on Client requirements • The complexity of report usually requires 5 or more tables, has 2 or more custom joins, up to 60 fields, more than 5 derived fields, and more than 2 advanced derived fields or groupings • This is a full file; ADPR cannot identify data changes • Report will not perform more than one select or complex calculations; have fewer than 100 fields and fewer than 40,000 records selected (to avoid performance issues) • Report output can be in HTML, Excel, comma delimited (CSV), PDF, plain text, or XML • Report can use client entered prompt values and can sort the data in a specific order, if desired



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
9	Active Directory Outbound	PR/HR	Outbound	Enterprise HR	Client	Daily		<ul style="list-style-type: none"> • An outbound interface program will be provided to send a changes-only file (single-file) containing employee demographic data selected from up to 200 fields in the personal data, job, and employment tables in the ADP Enterprise system • The outbound file will be a fixed length or delimited format and will contain a header record, one or more detail records, and a trailer record • Change processing will be applied to a subset of no more than 50 field of the up to 200 total fields selected • The output file will not include financial data (contributions or loan repayments) • The program will not require complex calculations to arrive at values for the outbound file • Data selected from effective dated tables will include the current row only; history rows will not be selected • The program will select data from effective dated tables as of the current system run date; future dated effective dates will not be considered
10	Manual Payments via Direct Deposit	PR/HR	Outbound	Enterprise HR	Client Bank	Daily		<ul style="list-style-type: none"> • An outbound file will be provided to send employee payments to Client's bank to facilitate manual payments via direct deposit
11	COBRA Term Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		<ul style="list-style-type: none"> • An outbound file will be provided that contains basic employee demographic data and actual deductions taken
12	Supplemental and Certification PDE (RCPSCPDE)	PR/HR	Process	Enterprise HR	Enterprise HR	EPR		Augusta-Richmond County is requesting a custom interface (RCPSCPDE) that would process employees from the custom Filled/Unfilled table containing earnings and create Pay Data Entry Transaction to be included in the next payroll.
13	Filled/Unfilled Report (RCRFLUN)	PR/HR	Report	Enterprise HR	Enterprise HR	On Demand		Augusta-Richmond County is requesting a custom interface (RCRFLUN) to generate a report that will include filled and unfilled positions. The end user would have the ability to run the report for one payroll department or hr department or a range of departments



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
14	Salaries and Employer Contributions (RCRSALRY)	PR/HR	Report	Enterprise HR	Enterprise HR			Augusta-Richmond County is requesting a custom interface (RCRSALRY) to generate a report that will include salaries and employer contributions for the current year. The end user would have the ability to run the report for one payroll department or hr department or a range of departments.



Service Definitions



This Service Definition documents the Services to be provided and each party's responsibilities related to the delivery and receipt of the Services. The responsibilities are identified as those of ADP, Client, or a third party acting on behalf of Client. In regard to Client responsibilities, the Client retained team is primarily responsible for supporting ongoing processes, managing Client third-party vendors, conducting strategic planning, developing and maintaining Client policies, and assisting ADP in resolving issues escalated by ADP service personnel, such as issues that require Client policy interpretation and/or previous Client history unknown to ADP. Note that the term "practitioner" refers to administrative access to ADP tools for use by ADP associates on behalf of Client, the Client retained team, and Client HR administrators. "Practitioner" specifically does not refer to general access for Client employees or Client managers. In addition, all Services will be provided in accordance with standard ADP processes and methodologies.

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.1.	Overview				
A.1.1.	Provide systems and services to Client as further set forth in this Service Definition	X			
A.1.2.	Retain a team and other needed resources to address Client's strategic issues and other items specifically highlighted as Client responsibilities within this matrix, as well as any other items outside the scope of this matrix		X		
A.2.	Account Governance and Escalation				
A.2.1.	Establish and support team members with responsibilities defined in this Section to maintain ongoing working relationship between ADP and Client	X	X		
A.2.2.	ADP Governance Team				
A.2.2.1.	Manage ADP-Client overall relationship from ADP's perspective and oversee delivery of Services, as follows: <ul style="list-style-type: none"> • Monitor compliance with service levels and other contractual commitments related to the Services • Identify and facilitate prompt resolution of service delivery issues • Act as primary point of contact for Client • Prepare and deliver quarterly executive performance report which includes a summary of ADP performance against its obligations • Make training recommendations to Client • Act as point of escalation for ADP service areas, as needed; escalate issues not otherwise resolved that will impact ADP-Client relationship or will prevent ADP from delivering services in accordance with mutually agreed escalation path • Work with Client to establish, manage, and meet commitments, requirements, and expectations of both Client and ADP • Work with Client executives to align delivery of ADP services with strategic needs of Client, including informing Client of new ADP capabilities and developments by and within ADP organization • Manage change control and ongoing issues logs and status reporting; facilitate regular meetings with Client to review status of these items 	X			



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.2.3.	Client Governance				
A.2.3.1.	Manage ADP-Client relationship from Client's perspective and oversee Client deliverables related to Services, as follows: <ul style="list-style-type: none"> • Monitor Client compliance with contractual commitments related to the Services • Provide day-to-day support to ADP, including identifying and facilitating prompt resolution of service delivery issues related to Client deliverables and assisting ADP in resolving other issues as necessary • Escalate issues not otherwise resolved that will impact ADP/Client relationship or will prevent ADP from delivering services in accordance with mutually agreed escalation path • Work with ADP to establish, manage, and meet commitments, requirements, and expectations of both Client and ADP • Work to align delivery of ADP services with strategic needs of Client, including informing ADP of Client corporate developments that may impact the Services • Respond and assist in resolution of items identified in ongoing issues log and status reporting 		X		
A.3.	Tier 0: Self Service				
A.3.1.	Host and maintain ADP Application Program; provide application access and functionality related to the Services	X			NOTE: ADP will enable Client employees and managers federated single sign-on access to ADP Application Program after logging on to Client's portal
A.3.2.	Communicate to Client employees and managers how to access and use ADP Application Program, including Knowledge Base and Inquiry Self Service, as primary point of service for self-administering and/or inquiries regarding the Services based on standard materials provided by ADP		X		
A.3.3.	Online Content Management				
A.3.3.1.	Provide Client ability to post Client Content where available to ADP Application Program	X			
A.3.3.2.	Post Client Content to ADP Application Program ^c		X		



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.3.4.	Knowledge Base Self Service				
A.3.4.1.	Provide access to Client Knowledge Base for employees and practitioners to search Client policy, procedure, and forms information specific to individual employee role and division/location within Client organization	X			NOTES: <ul style="list-style-type: none"> • Employees will view only content relevant to their employee group which will be jointly determined by Client and ADP during Knowledge Base analysis using pre-defined, standard HRMS data elements • If Client third party administrator is involved, additional analysis will be required and additional charges may apply
A.3.4.2.	Request corrections to Client Knowledge Base in the event an inaccuracy is noted		X		NOTE: Client will provide a single point of contact for all Knowledge Base content review and approval, and that contact will manage Client internal review and approval process
A.3.4.3.	Update Client Knowledge Base as requested per previous section; respond to Client employee and practitioner requests for assistance as defined in "Tier 1: Inquiry Management" section below	X			
A.3.5.	Inquiry Self Service				
A.3.5.1.	Enable Client employees and practitioners to submit, view, modify, and track status of applicable inquiries	X			
A.3.6.	Configuration Modifications				
A.3.6.1.	Make any ongoing changes to Client-configured content of self service application		X		
A.3.6.2.	Provide tool to enable Client to modify specific self service application configurations and functionality (e.g., instructional text, site branding, event workflow, business rules, approval paths, and workgroup maintenance)	X			
A.3.6.3.	Maintain self service role-based profiles, content, and instructions regarding transactions; modify workflow definitions as needed, including e-mail notifications		X		NOTE: Profiles are limited to components being utilized



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.4.	Mobile Solutions				
A.4.1.	Provide encrypted mobile self service access to HR and payroll-related data to enable Client employees to: <ul style="list-style-type: none"> • Login and establish secured, authenticated application sessions • View pay statements (up to rolling 3 years), including the ability to toggle between net pay and gross pay year-to-date • Access W-2 information • Access Garnishment information • Access Health Compliance information • Access Benefit information • View paycard balances and recent transactions, and locate surcharge-free ATMs within close proximity • Clock in, clock out, indicate a late arrival, and review timesheets • View time off balances, and submit and view time off requests • View existing and future benefit elections by benefit category, plan type and coverage level; and view detailed information on effective date, per pay period deductions, and covered individuals 	X			NOTE: Client employees are able to access the mobile solutions app by either using a browser on their device or downloading the app to their mobile device
A.5.	Tier 1: Inquiry Management				
A.5.1.	Maintain Client-unique toll-free number to access MyLife Advisors Service Center Support; provide menu-driven call router from Client toll-free number for Client inquiries regarding policies, administrative rules, processing mechanics (e.g., access to and use of self service and forms), and data accuracy	X			<ul style="list-style-type: none"> • NOTES: • Call router is available 7 days per week; 24 hours per day except for scheduled maintenance and will also include routing of calls to third party numbers • Support provided in English only • Support for hearing impaired callers is handled via Video Relay Service
A.5.2.	Respond to Client inquiries during the hours defined in this Service Definition; transfer callers to Client third parties as appropriate	X			



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.5.3.	Manage, track, and retain each Client employee, manager, and practitioner contact within ADP online inquiry management system; coordinate issue determination and resolution, including coordination with Client third-party vendors as needed	X			<p>NOTE: The available hours of operation for Tier 1 support are Monday through Friday (excluding holidays*), 8:00 a.m. – 8:00 p.m. Eastern Time and Saturday (excluding holidays*), 8:00 a.m. – 5:00 p.m. Eastern Time</p> <p>Client to select a 10 hour window within the available hours of support on Mondays through Fridays</p> <p>* U.S. holidays are New Year's Day, Memorial Day, Juneteenth, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day</p>
A.5.4.	Assist in resolving issues requiring Client-specific knowledge or escalation (e.g., Client policy interpretation, involving matters unknown to ADP)		X		
A.5.5.	Respond to Client personnel requests for assistance with log-on process, password resets, basic troubleshooting, and system navigation; respond to policy-related inquiries provided such policy is documented in Client Knowledge Base; refer to Client retained team any policy-related inquiries not documented in Client Knowledge Base and/or requiring secondary verification	X			
A.5.6.	Provide updates to Knowledge Base content related to Client policy detail, documentation, and guidelines to enable ADP to support Client personnel inquiries; respond to any policy-related inquiries escalated by ADP		X		<p>NOTE: Client will provide a single point of contact for all Knowledge Base content review and approval, and that contact will manage Client internal review and approval process</p>
A.5.7.	<i>Inquiry Response Quality Monitoring</i>				
A.5.7.1.	Record, analyze, and report MyLife Advisors Service Center Support statistics to Client on a monthly basis (e.g., call volumes and duration, issue trends, abandon rate and wait times, first call resolution rate, and average issue resolution time)	X			<p>NOTE: ADP also monitors and evaluates Employee Service Representative responses to Client inquiries</p>
A.5.8.	<i>Document Maintenance and Retrieval</i>				
A.5.8.1.	Enable Client to utilize tool within ADP Application Program (ADP Document Cloud) to upload, access, and export documents related to employee HR files	X			
A.5.8.2.	Update security configuration for ADP Document Cloud as requested by Client	X			



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.5.8.3.	As desired by Client, utilize ADP Document Cloud to attach, maintain, and retrieve documents for employee HR files		X		
A.5.8.4.	Image and upload to ADP case management system paper forms and faxes sent to ADP by Client employees, managers, and practitioners related to actionable requests	X			
A.5.8.5.	Retrieve document images requested by Client employees, managers, and practitioners that are not otherwise available to requestors via self service	X			NOTE: May be subject to Change Control
A.6.	Tier 2: Service Team				
A.6.1.	Coordinate delivery of Services on an ongoing basis, including managing team responsible for day-to-day processing activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical events during the year (e.g., year-end processing for payroll, benefits annual enrollment)	X			NOTE: Standard availability of ADP Tier 2 resources is outlined in Client Contact Matrix
A.6.2.	Coordinate delivery of Services on an ongoing basis, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical events during the year (e.g., year-end processing for payroll)	X			NOTE: Standard availability of ADP Tier 2 resources is outlined in Client Contact Matrix
A.7.	Tier 3: Client Retained Team				
A.7.1.	Support ongoing processes, assist in resolving issues escalated by ADP, manage Client third-party vendors, conduct strategic planning, and develop Client policies		X		
A.8.	Continuous Process Improvement				
A.8.1.	Identify potential areas for process and service related improvement and periodically discuss such opportunities with Client	X			
A.9.	Application Hosting				
A.9.1.	Install, configure, maintain, and support Hosted Environment (and applicable software to support the applicable Services); provide connectivity between ADP network sites and Client work facilities; manage and operate hardware needed to support ADP-provided applications	X			
A.9.2.	Maintain connectivity between Client sites and ADP-provided applications via the Internet		X		
A.9.3.	Monitor and manage Hosted Environment security including physical security, logical security (firewalls, encryption, and password access control), and intrusion detection consistent with ADP's security program	X			
A.9.4.	Maintain two (2) non-production (i.e., for testing and ADP support activities) and one (1) production instance of Client database	X			
A.9.5.	Host ADP Application Program with capacity to maintain online data access for current pay period year-to-date information, current year plus three (3) years of check history, and all HR demographic data	X			NOTE: Labor to convert, load, and retrieve history is subject to Change Control



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.9.6.	Provide software support for interfaces identified in Pricing and Financial Terms; set-up, configure, and support corresponding transmissions to and from Client and/or Client third party vendors	X			
A.9.7.	Run weekly process to automatically delete reports, output files, and input files not recently accessed by Client	X			
A.9.8.	System Modification Bids				
A.9.8.1.	Notify ADP of desired system modification providing detailed specifications including desired outcome		X		
A.9.8.2.	Review requested modification to assess ADP work effort required to produce quote (quotes requiring more than 2 hours to prepare are subject to formal detailed analysis)	X			<ul style="list-style-type: none"> NOTES: Quotes provided without detailed analysis are high level estimates only and are not binding Preparation of a formal detailed analysis is subject to Change Control
A.10.	ADP Marketplace Developer Tools and Support				
A.10.1.	Provide access to certain Client data stored in ADP systems via standard Application Programming Interfaces (APIs)	X			
A.10.2.	Access certain Client data via ADP standard APIs; authorize Client third party access as desired		X	X	
A.10.3.	Provide catalog of standard ADP APIs including user documentation, sample code, and testing "sandbox;" provide online forum to discuss standard ADP APIs; moderate and respond to questions	X			
A.10.4.	Access and test standard ADP APIs; build and maintain new applications (apps)		X	X	
A.10.5.	Track and respond to developer inquiries regarding ADP-developed APIs related to available/unavailable tables, fields, and data	X			NOTE: ADP does not troubleshoot issues related to Client-developed apps
A.10.6.	Marketplace Apps				
A.10.6.1.	Provide online, on-demand store for Client to access APIs related to ADP products	X			
A.10.6.2.	Access ADP Marketplace to purchase apps		X		



Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.11.	Interface Management				
A.11.1.	Maintain interfaces as listed in Pricing and Financial Terms; manage import and export of data into and out of ADP systems in accordance with mutually agreed processing schedule and format that supports ADP, Client, and/or third party vendor requirements; coordinate with Client and Client third party vendors to provide services, including validating, balancing, and auditing submitted data and control totals in accordance with ADP standards	X			
A.11.2.	Provide data in accordance with ADP-Client mutually agreed processing schedule and format; <u>ensure data supplied from all systems includes control totals</u> ; review any error notification(s) generated by ADP and adjust entries, as needed		X		
A.11.3.	Provide data in accordance with ADP-Client-third party vendor mutually agreed processing schedule and format; <u>ensure data supplied from all systems includes control totals</u> ; review any error notification(s) generated by ADP and adjust entries, as needed			X	
A.11.4.	Manage relationship with Client third party vendors		X		
A.12.	Reporting				
A.12.1.	Provide access to ADP standard reports; provide access to additional Client-specific reports as listed in Pricing and Financial Terms	X			
A.12.2.	Access ADP standard reports and additional Client-specific reports listed in Pricing and Financial Terms, as desired; run additional ad hoc reports using ADP ad hoc reporting tool to develop reports across all ADP reporting databases and integrating such data as desired		X		NOTE: Ad hoc reporting tool is available to Client practitioners 24 hours a day, seven (7) days a week; however, Client ability to view or modify data may be impacted during the Maintenance Windows for ADP Application Program as specified in Exhibit 1
A.13.	Client Training				
A.13.1.	Provide training curriculum to Client for each applicable Client job role	X			NOTE: Training curriculum is developed and mutually agreed by Client and ADP during implementation
A.13.2.	Develop and deliver ongoing employee, manager, and practitioner training utilizing curriculum by job role, as well as standard training courses and materials supplied by ADP		X		



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.	Human Resource (HR) Administration Services				
B.1.1.	Use ADP Application Program to facilitate employee onboarding process and enter and manage Client employee transactions, such as new hires, rehires, transfers, job status changes, job and/or salary changes, off-cycle salary changes, leaves of absence, suspensions, and terminations		X		
B.1.2.	Enter/manage transactions defined in Client standard procedures for Client employees and managers who have no access to ADP Application Program	X			NOTE: Volume of such transactions in excess of volume defined in Appendix 1 - Pricing and Financial Terms may be subject to Change Control
B.1.3.	Historical Data Corrections				
B.1.3.1.	Notify ADP of required historical data corrections		X		
B.1.3.2.	Update employee record as directed by Client	X			NOTE: Any single request for more than 50 historical data corrections may be subject to Change Control
B.2.	HR Compliance Reporting				
B.2.1.	Provide access to standard report templates to assist Client retained team in preparing compliance related reports associated with ADA, EEO, AAP and annual census filings requirements	X			
B.2.2.	Legislative Changes				
B.2.2.1.	Monitor changes in laws that impact ADP services; provide general updates related to changes in law impacting ADP services	X			NOTE: ADP does not notify its clients of every change in law (e.g., changes in tax rates, etc.)
B.3.	Manager Transactions				
B.3.1.	Enable Client retained team and managers to manage the following types of transactions (collectively referred to as "HR Transactions"): <ul style="list-style-type: none"> • New hires • Rehires • Transfers • Promotions / demotions • Job and/or salary changes • Suspensions • Terminations 	X			



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.3.2.	Utilize ADP Application Program to enter and manage employee transactions		X		NOTE: In event Client managers do not have access to ADP Application Program, data entry may be subject to Change Control
B.3.3.	Process any payroll-related items during the next on-cycle payroll	X			
B.4.	New Hire Processing / On-boarding				
B.4.1.	Conduct new hire on-boarding activities except as otherwise set forth in this Section		X		
B.4.2.	Onboarding				
B.4.2.1.	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists New hire orientation support – company news; online maps of office location and points of interest; welcome video New hire orientation support – company news; online maps of office location and points of interest; welcome video Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages 	X			
B.4.2.2.	Provide instructions to Client new hires regarding access to and use of onboarding functionality		X		
B.4.2.3.	Make any ongoing changes to onboarding workflow configuration and Client-specific content		X		
B.4.3.	I-9 Processing for New Hires and Rehires				
B.4.3.1.	Provide Client managers access to standard training materials regarding use of Form I-9 and use of online I-9 service	X			
B.4.3.2.	Maintain list of Client employees authorized to verify employee identity and employment eligibility documentation		X		
B.4.3.3.	Ensure Client employees complete online Form I-9 within first three (3) days of employment; ensure Client hiring managers verify authenticity of candidate identification and/or work authorization documents		X		NOTE: If Client employee cannot or refuses to provide valid social security number, Client to instead mail completed, signed I-9 Forms to ADP
B.4.3.4.	Cross-reference Form I-9 with Client payroll data and expiration date for work authorization documents, and provide ADP standard reports to Client	X			



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.4.3.5.	Use I-9 reports provided by ADP to follow-up on any incomplete, inaccurate, or missing documentation in order to ensure compliance with government requirements		X		NOTE: For hard copy Form I-9s, ADP will enter as much data as is available / legible and notify Client of any missing, illegible or misplaced information
B.4.3.6.	Maintain electronic images of completed Form I-9s and E-Verify case details (as applicable) in accordance with ADP record retention policy	X			
B.4.3.7.	Access Form I-9 documentation for audit or other purposes as needed		X		
B.4.4.	E-Verify Authorization				
B.4.4.1.	Authorize ADP to serve as designated agent for E-Verify by signing and returning Memorandum of Understanding provided to Client by ADP		X		NOTE: E-Verify is included in the service; if the government imposes fees in the future, ADP will pass such fees on to Client
B.4.4.2.	Submit data collected on Form I-9 to DHS E-Verify to verify work authorization	X			
B.4.4.3.	Review and follow-up on open DHS / E-Verify cases; resolve any issues identified by DHS directly with Client employee based on Client policy		X		
B.4.5.	Work Authorization Renewals				
B.4.5.1.	Notify Client of expiring work authorization documents via standard report	X			
B.4.5.2.	Review report and manage renewals		X		
B.5.	Off-boarding				
B.5.1.	Submit employee termination data; initiate manual payment as applicable; enter worked hours for final pay period; prepare and file Form 5500 filings utilizing data provided by ADP		X		
B.5.2.	Manage data associated with voluntary and involuntary employee terminations, as follows: <ul style="list-style-type: none"> • Calculate and process final pay based on data provided by Client, including work completed and unused vacation as applicable and in accordance with Client business rules • Prepare final paycheck in accordance with state disbursement requirements • Continue pay during severance period, as indicated by Client • Notify vendors of Client-sponsored programs (e.g., 401(k) plan) of cancellation of coverage • Track severance status and earnings to support 5500 filings • Terminate employee access to ADP applications • Notify Client of termination to enable Client to complete additional de-provisioning activities 	X			NOTE: ADP will calculate final pay only if ADP manages Client's time & attendance and paid time off services; otherwise, Client must calculate final pay amount and provide that information to ADP
B.5.3.	Validate final pay amounts and timing of payment prior to processing of such payments		X		



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.5.4.	Mass Data Changes				
B.5.4.1.	Notify ADP of upcoming mass data changes and coordinate processing, including submission of data in required format		X		NOTE: Mass data changes may be subject to Change Control
B.5.4.2.	Process mass data changes as requested	X			
B.6.	HR Transaction Processing				
B.6.1.	Define and notify ADP of changes to policies and business rules related to HR transactions		X		
B.6.2.	Provide tool to process Client HR Transactions in accordance with Client policies	X			
B.6.3.	Manage HR Transactions in accordance with Client policies and/or business rules; notify Client employee of transaction (as applicable); initiate transaction via ADP Application Program; collect company property (as applicable); approve transactions via automated workflow		X		
B.6.4.	Process submitted HR Transactions in accordance with Client policies and/or business rules; notify applicable parties (e.g., requestor, third parties, and Client internal resources such as building security and systems security) of transaction via automated interface or workflow in ADP Application Program	X			
B.6.5.	Employee Death				
B.6.5.1.	Notify ADP of employee death; initiate separation process in ADP Application Program; contact designated survivor for final pay instructions; track receipt of applicable forms including death certificate; coordinate return of employee personal property to family		X		
B.6.5.2.	Process employee death transaction as outlined in "Off-boarding" section above, including final payment as directed by Client	X			
B.6.6.	Reduction in Force (RIF)				
B.6.6.1.	Coordinate RIF event (e.g., timeline, communications, documentation, service bridging, outplacement, and severance); notify ADP of affected employees and event parameters; notify affected employees; track receipt of termination forms		X		
B.6.6.2.	Process RIF transactions as directed by Client	X			NOTE: RIF transactions may be subject to Change Control
B.7.	Employee Relations				
B.7.1.	Provide counseling, coaching, and guidance to Client managers related to employee performance and HR issue resolution		X		



Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.8.	Employment Verification Services				
B.8.1.	Provide authorization for income verification requests			X	NOTE: Client employees provide "consumer consent" for income verifications typically in the form of a signature on a loan, lease or other application or in some cases by providing a "salary key" for each income verification
B.8.2.	Provide authorization for employment verification requests		X		
B.8.3.	Respond to authorized income and employment information requests for Client employees made by mortgage lenders, property managers, pre-employment firms and other public entity requestors ("Verifiers")	X			
B.8.4.	Respond to authorized income and employment information requests for Client employees made by social service, immigration, workers compensation, and other government agencies ("Verifiers")	X			
B.8.5.	Provide updated employment and income data to Employment Verification Services system following each payroll cycle	X			
B.8.6.	Provide online and telephone access to enable Client employees to create or delete a salary key (electronic signature); obtain Verifier instructions; and change personal identification number (PIN)	X			NOTE: Email address changes can be made online only
B.8.7.	Provide web access to The Work Number® and enable Verifiers to obtain employment and income verifications	X			
B.8.8.	Utilize webManager to block or unblock employee records; change employee status from active to inactive; access monthly reports; set salary key expiration interval; create notes or disclaimers on verifications; generate promotional codes; submit verifier information; reset and/or confirm employee personal identification numbers (PINs); review employee verification data; download communication templates; and notify The Work Number® in the event data is disputed by an employee		X		



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.	Payroll Data Administration				
C.1.1.	Provide payroll administration and processing services as follows: <ul style="list-style-type: none"> • Data maintenance • Payroll interface management, balancing, and reconciliation • Management of garnishments and wage attachments • Tax services • Quarter- and year-end processing 	X			
C.1.2.	Gather, validate, and submit payroll data files needed for each payroll processing cycle in accordance with mutually agreed payroll schedule		X		NOTE: In the event Client fails to provide payroll data in agreed-upon format or meet deadline(s) in mutually agreed payroll schedule such that ADP must expedite payroll processing, such processing is subject to Change Control
C.1.3.	System Table Configuration				
C.1.3.1.	Configure, apply, and maintain payroll schedules and applicable tax-related calculations throughout the year	X			
C.1.3.2.	Provide required information related to data elements, review and approve system table configuration to enable ADP to maintain applicable tables		X		
C.1.3.3.	Update tax tables and processing calendars <ul style="list-style-type: none"> • Update tax tables as required based on federal, state and local legislative changes; communicate to Client any impact resulting from tax table update • Processing calendars are mutually established at the beginning of each year; any changes are communicated directly to ADP and calendars are updated accordingly 	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.1.4.	<i>Employee Data Changes Related to Payroll</i>				
C.1.4.1.	Submit updates to employee data and/or make requests via ADP Application Program portal for changes which may include: <ul style="list-style-type: none"> • Direct deposit status • Address/telephone information • Marital status • Emergency contact information • Voluntary deduction requests • W-2/1099 reprint requests • W-4 updates/changes • State tax withholding status • Local tax withholding status (see following section for further details) 		X		NOTE: Data to be provided to ADP via the method(s) determined during Implementation, and may be via automated interface, ADP Application Program, and/or standard template for manual data entry
C.1.4.2.	Make applicable updates for Client employees, managers, and practitioners who have no internet access	X			
C.1.5.	<i>Tax Validation Service – Employee, State and Local Tax Data Changes</i>				
C.1.5.1.	Determine appropriate local jurisdictions for new hires and employees who move; update employee record with proper local code based on Client set-up; if not set-up then notify Client	X			NOTE: Client employees required to work at multiple locations and also required to be taxed based on those multiple work locations are not supported by this local tax service
C.1.5.2.	Monitor and notify Client of employees hired or moved into jurisdictions where Client is not registered	X			
C.1.5.3.	Based on notification from ADP, determine new local jurisdictions to be added		X		NOTE: See Agency Filing Section for details on registration process for new tax jurisdictions
C.1.5.4.	Provide required documentation regarding any local taxes that employee requests ADP to withhold and file, including local taxation reciprocity		X		
C.1.5.5.	Notify Client each payroll run of all local taxes updated in ADP system	X			
C.1.5.6.	Review and validate required local tax changes related to employee-level local tax set-up		X		NOTE: Client is responsible for accuracy of employee-level local tax set-up



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.1.6.	<i>New Hire Reporting</i>				
C.1.6.1.	Provide standard new hire report to states every pay cycle	X			NOTE: Any employees/contractors not paid via ADP Application Program are not listed on this report and must be filed separately by Client
C.1.7.	<i>Mass Data Changes</i>				
C.1.7.1.	Notify ADP of upcoming mass data changes and coordinate processing, including submission of data in required format		X		NOTE: Mass data changes may be subject to Change Control
C.1.7.2.	Process mass data changes as requested	X			
C.1.8.	<i>Payroll Data Audits</i>				
C.1.8.1.	Validate submitted payroll data in accordance with ADP best practices	X			
C.1.8.2.	Assist ADP in resolving errors, as needed		X		
C.1.8.3.	Conduct regular quality assurance audits in accordance with ADP standards	X			
C.2.	<i>Earnings and Deduction Calculations</i>				
C.2.1.	Define changes to earnings and deduction calculations, associated attributes, accumulators (i.e., quarter-to-date (QTD) and year-to-date (YTD)), and memo code set-up		X		
C.2.2.	Set up and maintain all earnings, deductions and accumulators, with associated calculations, including configurable options, as directed by Client	X			
C.3.	<i>ADP Wage Garnishment Services</i>				
C.3.1.	Send garnishment orders, wage attachments, and garnishment-related documents (e.g., orders of release, balance statements, and employee bankruptcy filings) to ADP; provide corrections/validations for proper processing of withholding orders and information needed for garnishment, termination, leave of absence, and "unable to withhold" notifications		X	X	NOTES: <ul style="list-style-type: none"> • ADP assumes garnishments provided to ADP are valid • Garnishment orders may be provided by Client or Client-authorized third party(ies) • Garnishment-related documents received from third parties will be processed by ADP as defined below
C.3.2.	Process new and/or existing garnishment orders and wage attachments received; electronically store garnishment orders; enter garnishment order information into garnishment processing file and transmit to payroll system	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.3.3.	Employee Communications				
C.3.3.1.	Notify Client employee of garnishment order and/or wage attachment requirements	X			
C.3.4.	Non Court-Filed Communications				
C.3.4.1.	Complete and send notifications directly to applicable third party(ies)	X			
C.3.5.	Court-Filed Communications				
C.3.5.1.	Generate court-filed notifications (CFNs) using Client payroll data and Client-approved templates; apply ("flash") Client signatures and notary stamps and signatures to CFNs generated by ADP as designated and authorized by Client; submit completed CFNs to applicable courts and agencies	X			NOTES: <ul style="list-style-type: none"> • In order to utilize flash signature functionality, Client must approve CFN templates and authorize ADP to flash as part of implementation process or otherwise prior to ADP implementing such functionality • CFNs include the following types of correspondence for Writs of Garnishment, wage assignments, bankruptcy, Georgia state tax levies and other documentation required to be filed with a court: <ul style="list-style-type: none"> – Interrogatory (basic form type that do not require any legal interpretation) – Answer of continuing lien – Employee copy of continuing lien – Notice of unable to withhold – Notice of employee termination – Notice of employee not on file – Final answer
C.3.5.2.	For jurisdictions/lien types that Client has not approved for flash signature and/or notarization, send CFN worksheets pre-populated with Client payroll data to Client via PDF image files, and for states that require payment accompany notifications, send to Client via U.S. mail	X			
C.3.5.3.	Review/modify, sign, and notarize (where required) CFN worksheets sent by ADP to Client via PDF image file or U.S. mail, and submit completed CFNs to applicable courts and agencies; retain ownership of completion of any CFNs not signed, notarized (where required), or sent		X		
C.3.6.	Garnishment Disbursement and Funding				
C.3.6.1.	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order	X			
C.3.6.2.	Fund garnishment payments as outlined in Pricing and Financial Terms		X		
C.4.	On-cycle Payroll Processing				
C.4.1.	Set up and maintain system for Client payroll processing as defined in "Payment Administration" section below	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.4.2.	Execute any payroll production tasks required to be completed by Client in accordance with schedule; ensure all data is internally validated and provided electronically to ADP in accordance with schedule; notify ADP of any required changes		X		
C.4.3.	Payment Administration				
C.4.3.1.	Administer Client payroll processing by calculating and confirming gross earnings and deductions, as follows: <ul style="list-style-type: none"> • Perform and verify pay data updates • Schedule and receive pay data inputs from Client and third party vendors • Capture and validate required data inputs and updates from interfaces, automated transactions, and manual transactions • Audit pre- and post-payroll results • Calculate and confirm deductions • Finalize and submit payroll for processing, funding, and distribution, including gross-to-net processing with calculation for federal, state and local taxes (multiple jurisdictions if applicable) • Balance and reconcile payroll process components (e.g., reports, imports, accounts) • Post payroll data to secure, online reporting website • Manage distribution of files to Client and third party vendors 	X			
C.4.4.	Paid Time Off				
C.4.4.1.	Process paid time off in accordance with Client policy	X			
C.4.5.	Payment of Wages for Employees on Paid Leave				
C.4.5.1.	Notify ADP of employees being granted a paid leave of absence (LOA); provide to ADP any data required to process wage payments		X		
C.4.5.2.	Process payment of regular wages for employees on leave based on data provided by Client as part of Client standard payroll processing schedule	X			
C.4.5.3.	Process supplemental payments to employees based on State Disability Insurance (SDI) benefits based on data provided by Client as part of Client standard payroll processing schedule	X			
C.5.	Off-cycle Payroll Processing				
C.5.1.	Provide ability to process off-cycle payrolls as defined in Pricing and Financial Terms and requested by Client, or as deemed necessary by ADP	X			NOTE: Off-cycle payrolls must be scheduled with ADP at least 45 days prior to processing date, and unscheduled off-cycle payrolls will be run as schedules and other processing activities permit



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.5.2.	Request off-cycle processing changes and coordinate processing, including submission of data in required format; fund appropriate account(s) as necessary in conjunction with payroll processing timeframe		X		NOTE: Off-cycle processing may be subject to Change Control
C.5.3.	Manual Payment Processing				
C.5.3.1.	Provide ability to process manual payments via paycard or hard copy check as requested by Client	X			NOTE: A "manual payment" is an emergency payment that cannot be handled via on-cycle or scheduled off-cycle processing
C.5.3.2.	Request manual payment processing, provide required information in standard ADP format, fund separate account(s) designated for manual payment draws prior to manual payment processing, and perform any positive pay activity as may be required by Client bank		X		
C.5.3.3.	Provide data necessary to assist Client with positive pay activity	X			NOTE: May be subject to Change Control
C.5.4.	Special and Other Off-cycle Payments				
C.5.4.1.	Notify ADP of upcoming special payments and provide direction for payment (i.e., gross-up amounts and imputed income) and other general items including taxation of such payments if different than standard taxation set up in ADP system; coordinate processing, including submission of data in required format according to applicable standard operating procedure		X		NOTE: Special payments include payments related to relocation, stock option exercise, and incentive plan
C.5.4.2.	Process special payments and update balances and accumulators, as needed	X			
C.5.5.	Prior Period Adjustments				
C.5.5.1.	Update payroll records with any prior period adjustments as provided by Client in accordance with ADP standard process	X			NOTE: Prior period adjustments may be subject to Change Control
C.5.6.	Retroactive Payments				
C.5.6.1.	Calculate and process retroactive payments for salaried employees, and for hourly employees effective at the beginning of a pay period, as requested by Client and in accordance with Client policy	X			NOTE: ADP will calculate retroactive payments utilizing data as of the Client services effective date and for a maximum of five (5) quarters in arrears
C.5.6.2.	Calculate and provide data to ADP for any retroactive payments required for hourly or salaried employees outside the parameters described in previous section		X		
C.5.7.	Prorations				
C.5.7.1.	Provide data to ADP for any prorated payment required for hourly employees		X		
C.5.7.2.	Calculate and process prorated payments for salaried employees based on data entered by the employee; process prorated payments for hourly employees based on data provided by Client	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.5.8.	<i>Retroactive Benefit Deductions</i>				
C.5.8.1.	Calculate retroactive benefit deduction adjustments	X			NOTE: There is not a pre- or post-tax determination in the calculation of deductions and timing/proration is at the discretion of the Client.
C.5.8.2.	Process retroactive benefit deductions on-cycle and include adjustment amount on employee paycheck	X			
C.5.9.	<i>Payment and Direct Deposit Reversals</i>				
C.5.9.1.	Notify ADP of any error that requires reversal of payment(s) or direct deposit, or check stop payments or voids		X		
C.5.9.2.	Notify Client of any error that requires reversal of payment(s) or direct deposit, or check stop payments or voids; process in accordance with applicable standard operating procedure	X			
C.5.10.	<i>Deceased Employee Payments</i>				
C.5.10.1.	Notify ADP of employee death, provide estate contact information, designate payee for payments due, and provide information to allow ADP to calculate final pay		X		NOTE: This includes, but is not limited to, researching the applicable regulations and providing ADP the necessary data elements to proceed with calculation of wages
C.5.10.2.	Calculate wages to be reported on the deceased employee W-2 and any additional payments due to deceased and process such payments as may be requested by Client	X			
C.5.10.3.	Calculate payments due to the deceased to be reported on a Form 1099 and process such payments		X		
C.5.11.	<i>Overpayments</i>				
C.5.11.1.	Notify ADP of error in data provided to ADP		X		
C.5.11.2.	Calculate overpayment amount; notify Client retained team of overpayment; send Client-approved notification to employee to communicate repayment options, including Client contact information for follow-up and resolution of overpayment	X			
C.5.11.3.	Work with employees to resolve overpayments, including working with collection agency when applicable		X		
C.6.	<i>Banking Transactions</i>				
C.6.1.	Facilitate and monitor banking transactions associated with payment processing activities	X			
C.6.2.	Transmit check amounts and transmit direct deposit credits and debits (impounds)	X			
C.6.3.	Process direct deposit credits and impounds; send items belonging to other banks directly to ACH; update issue files to Teller Line and Positive Pay system			X	NOTE: Partner banks are responsible for this task



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.6.4.	Transmit credit and debit amounts to Client employee banks; provide Client with funding amounts and timeframe requirements	X			
C.6.5.	Fund account as required under Appendix 1 - Pricing and Financial Terms		X		
C.6.6.	Initiate reverse wire for funding following each payroll processing cycle; pay Client employees	X			
C.6.7.	Uncashed Check Management				
C.6.7.1.	Every 30 days generate an Uncashed Items Report with a rolling list of employees from 90 - 180 days, post to SmartCompliance	X			
C.6.7.2.	Retrieve the Uncashed Items Report via SmartCompliance and review		X		
C.6.7.3.	If applicable, issue stop payment(s), and reissue check(s)	X	X		
C.6.7.4.	Credit item(s) over 180 days old back to Client	X			
C.6.7.5.	After receiving a credit from ADP operations for the uncashed checks, follow the escheatment guidelines set forth by company and state policy		X		
C.6.7.6.	Respond to employee questions related to uncashed item(s)		X		
C.6.8.	Paycards				
C.6.8.1.	Provide Client initial delivery of card stock to load on-cycle and/or manual payments; facilitate loading of net pay on such cards	X			NOTE: If Client chooses to implement and use paycards, additional fees will apply as defined in Appendix 1 - Pricing and Financial Terms
C.7.	Print and Online Statements Services				
C.7.1.	Print, sort, and distribute paychecks and advices, including data fields as specified by Client	X			
C.7.2.	Online Pay Statements and W-2 Forms				
C.7.2.1.	Produce online pay statements and W-2 Forms including data fields as specified by Client; post pay statements and W-2 Forms	X			NOTE: ADP Application Program will contain current pay statements and W-2 forms, and also historical pay statements and W-2 forms produced by ADP post Go-live for up to three (3) years in arrears
C.8.	General Ledger Reporting				
C.8.1.	Host and provide Client access to ADP GL for reporting purposes	X			
C.8.2.	Push payroll data (i.e., earnings and deductions) to ADP GL for all processing cycles (scheduled and unscheduled) as outlined on payroll production schedule	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.8.3.	Produce journal entry file, maintain chart of accounts along with associated mapping activities, and coordinate transmission of ADP GL extract to Client financial accounting system		X		
C.9.	ADP Employment Tax Services				
C.9.1.	File tax deposits and reports in mutually agreed jurisdictions for payrolls processed by ADP, based on data provided by Client	X			
C.9.2.	Tax Depositing, Filing, and Compliance Services				
C.9.2.1.	Execute a Reporting Agent Authorization (Power of Attorney (POA)) form authorizing ADP to perform ADP Employment Tax Services within federal, state, and/or local jurisdictions		X		
C.9.2.2.	Calculate Client employee and employer payroll tax liabilities (including federal, state, local, Social Security, Medicare, FUTA, and SUI payroll taxes for mutually agreed jurisdictions and make deposits to applicable agencies, and in accordance with the Electronic Federal Tax Payment System, as applicable	X			
C.9.2.3.	Prepare/submit all returns and reconciliation reports as required by federal, state, and local tax agencies for jurisdictions within which ADP files; prepare amended returns, as necessary (additional fees may apply)	X			
C.9.3.	Agency Filing				
C.9.3.1.	Provide Client access to employer identification number application forms and instructions, and research deposit and filing requirements, as requested by Client	X			
C.9.3.2.	Provide Client access to ADP Employment Tax Services (SmartCompliance) website in order to view notices, status, and volume metrics	X			
C.9.3.3.	Notify Client of new jurisdiction set-ups that may be required due to jurisdiction not already set up in system	X			
C.9.3.4.	Notify ADP of any additional new jurisdiction set-ups		X		
C.9.3.5.	Update tax processing system with employer-level changes submitted by Client	X			
C.9.3.6.	Complete new tax jurisdiction registration application, as needed; submit completed application to applicable agency; follow-up with agency based on expected turnaround time; notify Client when registration process is complete, including providing account number	X			NOTE: ADP will engage Client as necessary for required input and/or signatures
C.9.3.7.	Generate and submit Client corporate payroll tax filings to applicable agency(ies) as mutually agreed	X			
C.9.4.	Agency Notice Management				
C.9.4.1.	Acknowledge receipt of agency notices via notice to Client; log, image, and research notices; respond to government tax inquiries regarding deposits and filings for which ADP was responsible; provide Client access (via SmartCompliance) to ADP's response to agency upon completion of research; provide reasonable assistance to Client in the event of an agency audit	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.9.5.	Tax Compliance				
C.9.5.1.	Maintain withholding rules, define employee eligibility, process W-4s, edit and verify federal and state tax elections, and update payroll system with federal and state tax changes submitted via ADP Application Program or paper forms	X			
C.9.5.2.	Interact with federal/state/local tax agencies regarding tax deposits and filings completed by ADP, as required	X			
C.10.	Quarter-end Processing				
C.10.1.	Manage quarter-end payroll processing, as follows: <ul style="list-style-type: none"> • Update and maintain payroll and holiday processing schedules • Create quarter-end checklist and schedule • Generate and send file to Client for submission to Social Security Administration to confirm accuracy of social security numbers; work with Client to make any necessary corrections based on feedback from Social Security Administration • Provide to Client information necessary for Multiple Worksite Reporting (MWR) • Balance and reconcile wage and tax data, including W-2 and Federal 941 reconciliations • Process quarter-end payroll data and provide data to Client • Capture all changes, voids, and adjustments for the quarter 	X			NOTE: If a new Client entity not currently on ADP Employment Tax Services starts ADP Employment Tax Services in the middle of a quarter, Client is responsible for quarterly filings in the quarter of commencement of ADP production services
C.10.2.	Support quarter-end payroll processing, including activities as follows: <ul style="list-style-type: none"> • Provide payroll and holiday processing schedule updates to ADP • Review and approve quarter-end checklist and schedule • Submit file provided by ADP to Social Security Administration to confirm accuracy of social security numbers; work with ADP to make any necessary corrections based on feedback from Social Security Administration • Complete MWR as required by Bureau of Labor Statistics • Balance and reconcile state and local 941 reporting • Provide quarter-end processing data to ADP • Review quarter-end output from ADP 		X		
C.11.	Year-end Processing				
C.11.1.	Manage year-end payroll process as defined in this section	X			NOTE: Year-end planning will be coordinated as one project with a Client core "year-end planning team" designated to work with ADP



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.11.2.	Year-end Payroll				
C.11.2.1.	Manage year-end payroll processing as follows: <ul style="list-style-type: none"> • Create, update, and maintain payroll and holiday processing calendar • Create year-end checklist and schedule • Balance and reconcile wage and tax data • Process year-end payroll data and provide data to Client or Client third party, as applicable • Distribute W-2 Forms to Client employees • Distribute W-2 data to the Social Security Administration • Capture all manual changes, voids, and adjustments through the final quarter of the payroll year 	X			NOTE: If a new Client entity not currently on ADP Employment Tax Services starts ADP Employment Tax Services in the middle of the year, Client is responsible for providing and certifying year-to-date filing information for the starting year in order for ADP to provide year-end services
C.11.2.2.	Support year-end payroll processing, including activities such as: <ul style="list-style-type: none"> • Provide payroll and holiday processing calendar updates to ADP • Review and approve year-end checklist and schedule • Provide year-end processing data to ADP • Review and approve year-end output from ADP 		X		
C.11.3.	Annual Tax Withholding W-4 Form Exemptions				
C.11.3.1.	Audit and provide annual report of Client employees in exempt status for state and local jurisdictions that require annual updating	X			
C.11.3.2.	Generate and send form letter and blank W-4 Form to Client employees identified in previous Section, requesting a new W-4 Form by February 15	X			
C.11.3.3.	Update employee record to "single" and "zero" if new W-4 Form is not received by February 15 as indicated to employee in form letter referenced in previous line	X			
C.11.4.	Year-end Form Production and Distribution				
C.11.4.1.	Process W-2s, 1099Ms, and 1099Rs for those paid via ADP systems, and distribute Client-approved forms per pre-established method(s) of distribution	X			NOTE: Distribution methods could include via USPS to employee home addresses or shipment of all W-2 Forms to Client
C.11.5.	W-2 Form Corrections				
C.11.5.1.	Determine need for W-2c Form requested by Client or Client employee, or identified by ADP; notify Client and/or Client employee of determination	X			
C.11.5.2.	Print and send W-2c Forms based on Client instruction (e.g., via USPS, FedEx, etc.)	X			
C.11.5.3.	Complete W-3C and 941X filings to reflect W-2c and corrected 941 activity; create file containing data elements required to produce needed W-2c Forms, and send completed file to Social Security Administration	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.11.5.4.	Respond to inquiries regarding W-2 and W-2c Forms	X			
C.12.	ADP Unemployment Claims Services				
C.12.1.	Manage and/or support unemployment compensation activities as described in this section	X			
C.12.2.	State Unemployment Insurance Documents				
C.12.2.1.	Forward unemployment insurance documents (e.g., claims, charges, tax rates) or other information received at Client location from state agencies to ADP in timely manner		X		NOTE: Client must execute limited power of attorney for all states ADP will become addressee of record
C.12.2.2.	Receive unemployment claims via State Information Data Exchange System (SIDES) in all states where available/applicable	X			
C.12.3.	Personnel Consultation and Training				
C.12.3.1.	Provide pre-separation counseling and respond to unemployment compensation questions; upon Client request, discuss probability of disqualification for unemployment compensation in the event of a separation; offer standard education to Client-designated team members; provide periodic newsletters	X			NOTE: Training sessions held annually at several ADP locations, or ongoing training available via webinar at no additional charge
C.12.4.	Claims Administration and Appeals				
C.12.4.1.	Provide access to automated claims processing system to enable Client to manage and view status of unemployment claims	X			
C.12.4.2.	Complete and file unemployment claims, appeals, protests (as directed by Client), and related correspondence with state unemployment insurance agencies; notify Client when claims are filed or in the event additional information is required	X			
C.12.4.3.	Discuss with ADP and provide final direction on whether or not to protest claims		X		
C.12.4.4.	Investigate and analyze unwarranted claims; respond to state inquiries for separation information; provide claim response with facts to support disqualification; appeal adverse claim determinations as appropriate, generating either decision reversal or administrative hearing; support Client on claimant appeals and unfavorable decisions	X			
C.12.5.	Hearing Consultation and Representation				
C.12.5.1.	Notify Client of scheduled hearings; prepare Client witness(es) for testimony at hearing; provide consultant for in-person hearings and, for states that require employers to be represented by an attorney at hearings, provide optional third-party attorney representation for the hearing; review unfavorable hearing decisions and prepare remands or appeals to the Board of Review, as appropriate	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.12.5.2.	Prepare Client witness(es) prior to unemployment insurance hearings; at hearings in non-attorney states, question Client witness(es), present associated documents, cross examine claimant and claimant witnesses, make necessary objections, and present closing argument	X			
C.12.6.	Benefit Charge Audits				
C.12.6.1.	Audit charge statements received to ensure accuracy and protest any charges found to be in error by maintaining all unemployment insurance claim files beginning as of services effective date; retaining monetary entitlements and disposition records associated with individual claims, ensuring sufficient information is available to scrutinize all charges received; processing charges through exception filter to review charge compared to claims and decisions on file; and protesting and monitoring erroneous charges detected through review until appropriate credit received	X			
C.12.7.	Benefit Wage Audits				
C.12.7.1.	Respond to most state Benefit and Wage Audit forms that State Unemployment Insurance (SUI) agencies send Client to assist agencies with detecting UI benefits paid in error or due to fraud	X			
C.12.8.	State Unemployment Insurance Tax Rate Audit				
C.12.8.1.	Audit SUI tax rates by performing an annual review of rating calculations for all SUI tax rates assigned to Client and protest any discrepancies	X			
C.12.8.2.	Evaluate voluntary SUI contribution options in each state where such option is available; determine profitability of contributing minimum amount required in exchange for reduced rate in each state where such option is available	X			
C.12.9.	Management Reporting				
C.12.9.1.	Provide access to online management reports to assist Client in analyzing sources of unemployment activity and establish accountability by division and/or department for resulting costs of unemployment	X			
ADP Time & Attendance Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.	ADP Time & Attendance Services				
D.1.1.	Host and maintain ADP Time & Attendance Application Program, calculate and process time and labor data entry	X			
D.1.2.	Define business rules related to time & attendance setup and report distribution process within Client organization; enforce business rule compliance; update ADP timely regarding organizational changes with potential impact to ADP Time & Attendance Services		X		



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.1.3.	<i>Labor Data Transaction Collection/Approval</i>				
D.1.3.1.	Provide ongoing remote support of time clocks at Client locations, as applicable; process employee time entry in accordance with scheduled Client payrolls	X			
D.1.3.2.	Enter time and labor data into ADP Time & Attendance; validate data accuracy, sign off and approve time files; review any error notification(s) and adjust entries, as needed; review and approve employee time cards; notify employees of any discrepancies; follow Client internal process to document any edits made		X		
D.1.4.	<i>Table Maintenance</i>				
D.1.4.1.	Perform employee level and holiday table maintenance		X		
D.1.4.2.	Assist Client with inquiries related to employee level and holiday table maintenance	X			
D.1.5.	<i>Rules Engine Maintenance</i>				
D.1.5.1.	Notify ADP of changes to Client-defined work rules		X		
D.1.5.2.	Update application based on changes to Client-defined work rules, including rounding criteria, as well as paid break, shift differential, and pay cycle requirements	X			NOTE: Updates for changes to Client-defined work rules are subject to Change Control
D.1.6.	<i>User Interface Maintenance</i>				
D.1.6.1.	Inform ADP of any Client changes to organizational hierarchy at division, department, crew, or employee level that may impact data fields, edit modes, override options, and/or individual employee information		X		
D.1.6.2.	Maintain ADP Time & Attendance settings based on Client direction, and provide multiple views of employee time entry showing: <ul style="list-style-type: none"> • Web time entry/time maintenance • Accrual balances • Time card recap • Time card approval • Attendance exceptions • Schedule override by employee 	X			
D.1.7.	<i>Check Punch Detail</i>				
D.1.7.1.	Provide time detail to payroll for display on Client employee pay stubs	X			
D.1.8.	<i>Hardware Maintenance</i>				
D.1.8.1.	Provide Hardware Maintenance, including remote technical support	X			



ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.1.8.2.	Contact ADP to report inoperative hardware; provide ADP connectivity to access hardware (if needed); ensure hardware is prepared for maintenance by removing all features, parts, options, alterations, and attachments not covered under the Agreement; removing and controlling files prior to maintenance and replacing or reloading such files upon completion of maintenance; and informing ADP of changes in related hardware and software and configuration of such hardware and software		X		NOTE: Hardware maintenance unavailable for hardware located outside the U.S., Canada, and Puerto Rico
D.1.8.3.	Assess request; determine and communicate to Client whether issue is result of defective material or not; repair or replace any parts found to be defective and covered by hardware maintenance	X			
D.2.	ADP Time & Attendance Services Administration				
D.2.1.	Administer ADP Time & Attendance as defined in this section	X			
D.2.2.	Employee Inquiries				
D.2.2.1.	Respond to Client employees inquiries regarding basic system navigation	X			
D.2.3.	Client Retained Team Support				
D.2.3.1.	Respond to Client retained team requests for timekeeping data based on data provided by Client and processed through ADP Time & Attendance	X			
D.2.4.	Historical Time Edits				
D.2.4.1.	Notify ADP of any historical time data edits required related to hours and pay code adjustments		X		NOTE: Only authorized Client personnel may contact ADP for assistance with historical edits
D.2.4.2.	Update ADP Time & Attendance with historical edits related to hours and pay code adjustments as requested by Client	X			



ADP Workforce Manager Service	
ADP Workforce Manager System Description	<p>Workforce Manager is a multi-tenant, SAAS, cloud-deployed workforce management service.</p> <p>Assist managers and employees with collection and tracking their time and attendance. Functionalities of ADP Workforce Manager include:</p> <ul style="list-style-type: none"> • Ability to manage time and attendance: <ul style="list-style-type: none"> ○ collect times (clock in/clock out times or timesheet) <ul style="list-style-type: none"> ▪ Hourly timekeeping – enables employees to record start and stop times for work using various methods with data collection devices or the web interface ▪ Salaried timekeeping- is used for employees who enter duration of time per day, often against a set of projects or paycodes ○ calculate total hours based on times collected, ○ calculate premiums (night hours, working holidays, overtimes, etc.) ○ generate exceptions and alerts ○ create and maintain pay rules to calculate paycodes for all type of employees (full-timers /part-timers) ○ provide employee with the ability to request time off; provide manager with the ability to approve time off through approval workflow ○ provide managers with ability to delegate authority ○ perform historical corrections on previous periods • Schedule management: <ul style="list-style-type: none"> ○ create and maintain shift templates and shift patterns that can be assigned to employee ○ enter and track absence in the team schedule • Reporting: extract data and build reports on both absence and time data <p>Audit: Ability to maintain audit trail to keep track of edits</p>
ADP Workforce Manager Timekeeping Options	<p>Workforce Manager is offered in two variations which can be “mixed & matched”</p> <ul style="list-style-type: none"> • Hourly timekeeping which totals all punches and durations primarily designed for hourly employees • Salaried timekeeping which totals durations primarily designed for salaried employees

ADP Workforce Manager Service		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
E.	ADP Workforce Manager Service				
E.1.1.	General Maintenance				
E.1.1.1.	Perform employee level and holiday table maintenance		X		
E.1.1.2.	Assist Authorized Contacts with inquiries related to employee level and holiday table maintenance	X			Maintenance requiring more than 2 hours of effort is subject to Change Control
E.1.1.3.	Keep payroll sign off up to date		X		
E.1.2.	Rules Maintenance				
E.1.2.1.	Notify ADP of changes to Client-defined pay rules		X		



ADP Workforce Manager Service		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
E.1.2.2.	Update application based on changes to Client-defined pay rules	X			Updates requiring more than 2 hours of effort are subject to Change Control
E.1.3.	Organizational Maintenance				
E.1.3.1.	Notify ADP of any Client changes to organizational hierarchy that may impact configuration		X		
E.1.3.2.	Update application based on changes to Client-defined organizational hierarchy	X			Updates requiring more than 2 hours of effort are subject to Change Control
E.1.4.	Authorized Contact Support				
E.1.4.1.	Track and resolve online and phone inquiries from Authorized Contacts	X			
E.1.4.2.	Provide toll free number, CRM, Service Connect application access	X			
E.1.4.3.	Designate in writing up to 5 Authorized Contacts and provide contact details		X		
E.1.4.4.	Provide support for Authorized Contacts	X			
E.1.5.	Interface Administration				
E.1.5.1.	Review and validate control totals and make any necessary corrections in the applicable ADP Application Program(s); manage relationship with Client third party vendors		X		
E.1.5.2.	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed interface specifications		X		
E.1.5.3.	Manage import and export of data into and out of ADP Application Programs		X		
E.1.5.4.	Provide support to assist Client in addressing import and/or export corrections	X			
E.1.5.5.	Review, approve, and initiate transmission of time, attendance and labor data to payroll system		X		
E.1.5.6.	Provide support to assist Client in addressing import and/or export corrections	X			



ADP Workforce Manager Service - Additional Modules and Services		Responsibility			
The following additional modules and Services are available for purchase in approved countries. Such additional modules and/or Services are in scope if explicitly set forth in the Pricing and Financial Terms Appendix.					
ID	Task/Activity	ADP	Client	Third Party	Notes
F.	ADP Workforce Manager Service - Additional Modules and Services				
F.1.1.	Accruals + Leave + Attendance				
F.1.1.1.	Include Accruals and Leave features PLUS provide the ability to monitor and enforce any punitive and/or reward policies related to attendance failures and/or accomplishments. For example, late in, early out, or absent for the day. Note: Hours Based Leave support only	X	X		
F.1.2.	Analytics				
F.1.2.1.	Labor Reporting & Metrics that provide you with data when and where you need it to make better labor decisions	X	X		
F.1.3.	Hardware				
F.1.3.1.	Arrange shipment of time clocks to Client	X			
F.1.3.2.	Ensure delivery of time clocks by managing country specific customs clearance procedures		X		
F.1.3.3.	Provide ongoing remote software support of time clocks at Client locations	X			Client involvement may be required.
F.1.4.	Hardware - Maintenance				
F.1.4.1.	Contact ADP to report inoperative time clocks; provide ADP connectivity to access time clocks (if needed); ensure time clocks are prepared for maintenance		X		Maintenance is included in all Time clock Subscriptions. Maintenance for Purchased Time clocks is subject to an annual fee as set forth in the Pricing and Financial Terms Appendix
F.1.4.2.	Assess request, repair or replace any parts found to be defective and covered by time clock maintenance	X			
F.1.4.3.	Return defective time clocks to ADP		X		



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.	ADP Benefits Administration Services				
G.1.1.	Define Client benefits strategy and policies; act as Plan Administrator; own all plan design and fiduciary responsibility; manage Client vendors		X		
G.1.2.	Process Client benefits in accordance with Client business rules as mutually agreed during implementation, as follows: <ul style="list-style-type: none"> • Determine eligibility for US-based active employees and employees on leave for benefits plans based on Client eligibility rules • Manage the annual benefits enrollment and annual benefits roll-over processes • Enable Client employees to manage benefits enrollment and changes • Calculate payroll deductions • Provide data to Client benefits plan carriers regarding initial enrollment and ongoing changes to enrollment 	X			
G.1.3.	Provide ongoing support to Client employees as follows: <ul style="list-style-type: none"> • Respond to enrollment and eligibility inquiries • Provide navigation and password assistance • Complete enrollment transaction on behalf of employee • Authenticate and verify enrollment 	X			
G.1.4.	Provide ongoing support to Client-designated contacts as follows: <ul style="list-style-type: none"> • Research and respond to benefits inquiries • Verify content and timing of carrier, HR, and payroll data transmissions • Respond to eligibility inquiries 	X			
G.1.5.	Maintain historic benefits election and transaction data for each Client employee beginning as of ongoing services commencement date	X			
G.1.6.	Provide Client access to data management tools to enable reporting and analysis	X			
G.1.7.	Respond to inquiries from ADP regarding benefits strategy and policy		X		
G.1.8.	Coordinate with Client carriers to maintain plan design, including eligible zip codes for each H&W plan option		X		
G.1.9.	Employee Benefits Self Service Functionality				
G.1.9.1.	Enable Client employees to: <ul style="list-style-type: none"> • Elect benefits based on eligibility • View current and historical elections • Access and utilize decision support tools 	X			



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.9.2.	Provide and update consumer-driven healthcare decision support tools, as follows: <ul style="list-style-type: none"> Medical cost calculator to enable employees to compare out-of-pocket expenses associated with each medical plan for which they are eligible Plan comparison tool to enable employees to select plan attributes and build side-by-side comparison of those attributes across available plan options 	X			
G.1.9.3.	Utilize ADP standard functionality to update consumer-driven healthcare decision support tools to reflect Client plan design changes		X		
G.1.10.	Client Practitioner Benefits Self Service Functionality				
G.1.10.1.	Enable Client practitioners to administer employee benefits as defined in this matrix; specific functionality includes ability to: <ul style="list-style-type: none"> Enroll on behalf of employee Perform administrative correction events View current and historical data Approve pending elections (EOI) Deny pending elections View and download management reports Access ad hoc reporting tool 	X			
G.1.10.2.	Provide an audit trail documenting benefits transactions made by employees and/or Client practitioners	X			
G.1.11.	Enrollment Notifications				
G.1.11.1.	Send standard email Notification of Opportunity to Enroll to newly eligible Client employees and Client employees eligible for new plans; make printable Eligibility Summary available online	X			
G.1.12.	Enrollment Acknowledgements				
G.1.12.1.	Send standard email Acknowledgement of Enrollment/Default Assignment to employees who make a change to their coverage, are defaulted to coverage, or experience a change in coverage due to a change in eligibility, including link to printable Election Confirmation	X			
G.1.13.	Employment Status Changes and Family Status Changes				
G.1.13.1.	Process election changes due to changes in employment status (e.g., part-time to full-time, transfer, move out of current plan service area) or family status (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules	X			
G.1.13.2.	Notify employee if current plan election becomes unavailable due to employee change	X			
G.1.13.3.	Send confirmation of employee-elected benefits as result of employment or family status change, or assign Client-designated default coverage in the event employee fails to enroll	X			



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.13.4.	Send COBRA initial rights information to Client COBRA vendor in standard ADP format for newly elected employees and spouses	X			
G.1.13.5.	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	X			
G.1.13.6.	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	X			
G.1.14.	Dependent Age-out Process				
G.1.14.1.	Review ad hoc report to determine dependents who will age-out; notify Client employee that coverage will terminate for the dependent		X		
G.1.14.2.	Terminate coverage for ineligible dependents in ADP system		X		
G.1.14.3.	Dependents who reach the maximum age for eligibility will automatically be removed from coverage in accordance with the eligibility rules established by client	X			
G.1.14.4.	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	X			
G.1.14.5.	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	X			
G.1.15.	Domestic Partner Coverage				
G.1.15.1.	Process benefits elections for domestic partners of Client employees, as well as the children of such individuals in accordance with Client eligibility rules and imputed income calculation rules	X			
G.1.16.	Pending Elections and Confirmation of Dependent Enrollment				
G.1.16.1.	Pend and/or verify eligibility of dependents in accordance with Client business rules, as desired		X		NOTE: ADP will provide reports to support pending elections if pending feature is utilized by Client
G.1.17.	Evidence of Insurability Processing				
G.1.17.1.	Pend life insurance elections in accordance with Client and/or Client carrier evidence of insurability (EOI) requirements; make EOI form(s) available via ADP Application Program	X			
G.1.17.2.	Provide and/or confirm accuracy of information required to complete EOI form (e.g., Client employee annual salary) before employee submits completed form to carrier		X		
G.1.17.3.	Approve or deny coverage and update ADP Application Program accordingly; respond to inquiries related to EOI		X		
G.1.17.4.	Adjust benefits records, update benefit payroll deductions, and generate and distribute an email Acknowledgement of Enrollment based on ADP Application Program update completed by Client	X			NOTE: In the event Client employee fails to submit appropriate documentation, the



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
					election will expire as mutually agreed during implementation
G.1.18.	Collection of Beneficiary Designations				
G.1.18.1.	Provide online tool to enable Client employees to designate beneficiaries	X			
G.1.19.	Appeals				
G.1.19.1.	Review and resolve written appeals submitted by employee; notify ADP of decision regarding appeals		X		
G.1.19.2.	Notify employee of decision in writing		X		
G.1.19.3.	Update systems to reflect Client decision	X			
G.1.20.	Haste Enrollments				
G.1.20.1.	Work directly with Client carriers, and Client as needed, to enroll Client employees and/or dependents who are eligible for and need immediate access to health care	X			NOTE: Employee and/or dependent(s) record must be available in ADP Application Program in order for that employee and/or dependent(s) to be haste enrolled
G.1.21.	New Plan Year Updates and Annual Enrollment Set-up				
G.1.21.1.	Communicate potential plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; confirm plan design changes, as well as accuracy of new plan year rates and zip codes in accordance with timeframes designated in this Service Definition		X		NOTE: All annual enrollment periods are assumed passive; active annual enrollment may be subject to additional fees
G.1.21.2.	Prepare Change Control Item for plan design changes (e.g., number of eligibility groups, benefits eligibility rules for each eligibility group, or EOI requirements)	X			NOTE: This Section and the following Section apply to Client plan years subsequent to year of initial implementation only
G.1.21.3.	Approve or decline submitted Change Control Items, provided that Client understands no plan design changes will be implemented in the absence of an approved Change Control Item		X		
G.1.21.4.	Coordinate new plan year updates, as follows: <ul style="list-style-type: none"> Update benefits enrollment system to reflect upcoming year rates, payroll calendars, and zip codes for current Client carriers Modify benefits enrollment system to reflect approved Change Control Items for upcoming year plan design changes Test all changes to verify compliance with submitted documentation (i.e., rate and zip code files, and approved Change Control Items) and readiness for Client testing 	X			



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.21.5.	Participate in Client testing and approve system set-up for new plan year; manage all communication to Client employees and managers related to annual enrollment and new plan year updates; manage Client carrier relationships		X		
G.1.22.	<i>New Plan Year Updates and Annual Enrollment Processing</i>				
G.1.22.1.	Send standard email Notification of Opportunity to Enroll to each eligible Client employee	X			
G.1.22.2.	Accept Client employee annual enrollment elections via ADP Application Program during single two (2) week annual enrollment period	X			
G.1.22.3.	Send standard email Acknowledgement of Enrollment/Default Assignment with link to personalized Election Confirmation to each Client employee summarizing elected and/or default benefits coverage for upcoming plan year after close of annual enrollment period	X			
G.1.22.4.	Prepare and transmit new plan year benefits election files with enrolled employee data to Client carriers after close of annual enrollment period	X			
G.1.22.5.	Prepare and transmit new plan year payroll deduction file to payroll (end dates for current plan year not included unless coverage is changed or terminated) after close of annual enrollment period	X			
G.1.22.6.	Coordinate with Client carriers to confirm processing dates and procedures for new plan year preview file; subject to completion of successful testing, transmit new plan year preview files to Client carriers; confirm receipt of each preview file with Client carriers	X			
G.1.23.	<i>Concurrent Year Processing</i>				
G.1.23.1.	Support concurrent plan year processing on an ongoing basis for up to two (2) consecutive plan years	X			
G.1.24.	<i>Payroll Deduction Processing</i>				
G.1.24.1.	Calculate per pay period benefit deductions for each Client employee, including imputed income for company-provided life insurance above \$50,000	X			
G.1.25.	<i>Carrier Enrollment Files</i>				
G.1.25.1.	Send to Client carrier FTP server or post enrollment files to secure ADP FTP server for each Client carrier in accordance with predefined schedule for frequency and posting dates	X			NOTE: Pricing includes up to 8 health care enrollment files provided in HIPAA compliant 834/5010A standard format
G.1.25.2.	Acknowledge receipt of weekly enrollment files, and report any enrollment discrepancies to ADP			X	
G.1.25.3.	Coordinate with carriers to seek to resolve any load report errors; escalate errors resulting from Client data issues to Client for resolution	X			NOTE: Records in error are not processed
G.1.25.4.	Correct data per escalated issues as noted in previous section		X		



Benefit Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
G.1.26.	<i>Premium Payment Disbursement</i>				
G.1.26.1.	Submit funds request to Client for premium amounts due to each Client carrier	X			
G.1.26.2.	Approve ADP funds request, and make funds available to ADP to pay premiums to Client carriers		X		NOTE: Client carriers must agree to self bill; ADP will not pay based on carrier invoices
G.1.26.3.	Report and disburse premiums to Client carriers and coordinate with carriers to seek to resolve any discrepancies related to premiums	X			
G.1.26.4.	Provide monthly reports to Client showing current active enrollment for each Client carrier and any data added/changed/deleted since previous reporting period	X			
G.1.26.5.	Calculate retroactive premiums up to maximum of sixty (60) days from billing month	X			



ADP Health Compliance		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
H.	Overview				
H.1.1.	Support Client compliance-related efforts associated with the Affordable Care Act (ACA) through the services defined in this Section	X			
H.1.2.	Provide payroll, benefits, and other related and mutually agreed upon data, as applicable, to ADP in accordance with mutually agreed format and schedule to support services outlined in this section; respond to Client employee inquiries related to the ACA; manage relationship with Client third party vendors		X		
H.2.	Eligibility				
H.2.1.	Communicate to ADP changes in measurement periods, stability periods, administrative periods, employee categories (if applicable), and rules applicable to new hires and rehires		X		
H.2.2.	Provide additional information regarding hours of service (e.g., FMLA, jury duty, USERRA) not included in payroll data		X		
H.2.3.	Import payroll data on mutually agreed schedule	X			
H.2.4.	Calculate average hours of service for Client-defined measurement period(s); indicate ACA benefit status (full-time or part-time) based on Client-provided business rules	X			
H.2.5.	Review standard reports provided by ADP and confirm or modify ACA benefit status; provide approval and/or corrections to ADP within mutually agreed time frame		X		
H.2.6.	Update Client benefits system to reflect employee ACA benefit status as directed by Client	X			
H.3.	Affordability “Safe Harbor” Testing				
H.3.1.	Notify ADP of “safe harbors” to be utilized for testing		X		
H.3.2.	Complete affordability safe harbor testing and provide results to Client based on safe harbors selected by Client	X			
H.4.	Regulatory Management				
H.4.1.	Provide regulatory management services as outlined in this section	X			
H.4.2.	New Hire Notice of Coverage				
H.4.2.1.	Provide Client-approved notice of coverage to newly hired Client employees to include information regarding: <ul style="list-style-type: none"> • Existence of marketplaces; • Availability of and potential eligibility for premium tax credit and/or cost sharing reduction; and • Impact to employee if employee elects marketplace plan, including loss of Client contributions 	X			
H.4.3.	Post-enrollment Verification of Information for Marketplaces				
H.4.3.1.	Respond to federal and state marketplace inquiries to verify information related to employee eligibility for financial assistance (e.g., employment, wages, Client business rules related to eligibility)	X			



ADP Health Compliance		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
H.4.4.	<i>Exchange Notice Management</i>				
H.4.4.1.	Forward any determination notices received from federally-facilitated or state marketplaces stating Client may be subject to penalty due to a Client employee enrolling in a marketplace plan and deemed eligible for receiving premium tax credits		X		
H.4.4.2.	Store determination notices received from Client; coordinate communication between the federal and state marketplaces, U.S. Department of Health and Human Services (HHS), and Client; submit appeal on behalf of Client including information to support such appeal that is available to ADP; reconcile final determination	X			NOTE: ADP support does not include representing Client or attending hearings
H.4.5.	<i>Annual Health Coverage Reporting</i>				
H.4.5.1.	Provide data required to complete annual health care coverage report to ADP in mutually agreed format		X		NOTE: If Client's plan is self-insured, required data includes identification and taxpayer identification numbers for all covered persons
H.4.5.2.	Compile data required to complete annual health care coverage reports required under Internal Revenue Code Sections 6055 and 6056 (IRS Forms 1094-C and 1095-C)	X			
H.4.5.3.	Prepare and provide hard copy individual health care coverage reports (IRS Form 1095-C) to Client employees	X			NOTE: Client employees may also view IRS Form 1095-C if iPay is being used by Client for another service
H.4.5.4.	Prepare and file annual health care coverage summary report to Internal Revenue Service (IRS Form 1094-C)	X			
H.4.6.	<i>Penalty Management</i>				
H.4.6.1.	Send IRS penalty notices to ADP within 24 hours of Client receipt of such notices		X		
H.4.6.2.	Receive and reconcile penalties assessed to Client by IRS for noncompliance with ACA shared responsibility requirements	X			
H.4.6.3.	Appeal penalty assessments as applicable and as directed by Client	X			NOTE: ADP support does not include representing Client or attending hearings
H.4.6.4.	Submit funds request to Client for penalty amounts due to IRS	X			
H.4.6.5.	Approve ADP funds request, and make funds available to ADP to pay IRS penalties		X		
H.4.6.6.	Subject to completion of previous task/activity by Client, report and disburse penalties to IRS	X			
H.5.	<i>Client Support</i>				
H.5.1.	<ul style="list-style-type: none"> Provide ongoing support to one (1) Client-named contact (and back-up contact, as needed), including: Researching and responding to inquiries regarding hours of service by employee and content and timing of payroll data transmissions used to calculate ACA benefit status Overall solution and service support 	X			
H.5.2.	Provide access to standard reports	X			
H.5.3.	Respond to agency inquiries related to exchange notices and penalties as described above	X			



Talent Acquisition Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
I.	ADP Recruiting Management Services				
I.1.1.	Provide recruiting management tool(s) to support Client recruiting, on-boarding, and lead generation and relationship building activities	X			
I.1.2.	Recruiting Activities				
I.1.3.	Utilize recruiting management tool(s) to create and maintain internal and external career centers and talent communities		X		
I.1.4.	Maintain business relationship with job board and job board aggregator vendor(s); maintain separate contract and relationship with job board aggregator		X		
I.1.5.	<ul style="list-style-type: none"> Perform ongoing processing and functional activities necessary to: Create requisitions Source, screen, interview, and process candidates Prepare offer letters Acknowledge accepted offers to trigger new hire data feed to HRIS system 		X		
I.1.6.	On-boarding Activities				
I.1.6.1.	Provide tool to support Client on-boarding processes and navigation to documents associated with employee on-boarding process; provide employee online tool to Client to manage documents within system	X			
I.1.6.2.	Utilize on-boarding tool to upload and maintain documents and create/maintain content on employee website		X		
I.1.6.3.	Perform ongoing processing and functional activities necessary to manage on-boarding of new hires		X		
I.1.6.4.	Lead Generation and Relationship Building				
I.1.6.5.	Provide candidate relationship management (CRM) technology and data base to enable Client to develop and manage relationships with passive and active candidates, including ability to: <ul style="list-style-type: none"> Search for and store resumes Design and conduct email campaigns Track candidate notes Collect candidate information Calendar appointments Configure user-defined fields Search public profiles 	X			
I.1.6.6.	Utilize CRM technology to perform tasks defined in previous section		X		



Talent Acquisition Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
I.1.6.7.	Provide integration to external database vendors to enable both individual searches and ability to conduct automated searches on frequency defined by Client; automatically load retrieved resumes into CRM database	X			
I.1.6.8.	Maintain separate business contract(s) and relationship(s) with external resume database vendors		X		
I.1.6.9.	Enable recruiters to view key statistics (e.g., count by status, count by requisition health), and other information (e.g., calendar, notes)	X			
I.1.6.10.	Provide tool to assist Client meeting certain requirements of the Office of Federal Contract Compliance Programs	X			NOTE: Any external resume database searches conducted outside of the ADP environment are not recorded for reporting purposes
I.1.7.	Ongoing Inquiries				
I.1.7.1.	Respond to inquiries from Client employees and managers regarding recruiting management tool(s) related to: <ul style="list-style-type: none"> Log-on process Password resets Basic navigation Certain "how to" processes that are part of the on-boarding experience 	X			NOTES: <ul style="list-style-type: none"> ADP does not provide support to non-employee job applicants Supported "employees" are new employees who have accepted Client job offers, but have not commenced /been activated in the HR system of record For newly hired employees not yet activated in the HR system of record, ADP is unable to provide role-specific and employee-specific answers/ information dependent upon having an employee ID in the HR system. Similarly, ADP is unable to answer any question from a new hire that is otherwise security sensitive and requires validation of the employee ID
I.1.7.2.	Respond to applicant, employee and manager questions related to: <ul style="list-style-type: none"> Hiring process Job responsibilities and position details Qualifications Decision criteria Hiring status Other details specific to a position or process 		X		



Talent Acquisition Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
I.1.7.3.	Provide up to three (3) Client contacts to escalate inquiries to ADP for assistance, as needed; use online technical support portal and/or 1-800 number to submit and manage support requests		X		
I.1.7.4.	Respond to Client-escalated inquiries for advanced technical, configuration, and super-user assistance from designated contacts regarding recruiting management tool(s)	X			
I.1.8.	Ongoing Maintenance				
I.1.8.1.	Maintain ongoing functionality as follows: <ul style="list-style-type: none"> • Add and/or update user information • Assign user security profiles • Modify workflow, as needed • Create and maintain screening questions • Create and maintain offer letter templates • Manage system table data • Manage career center(s) and talent communities • Maintain uploaded documents used to support on-boarding activities 		X		
I.1.8.2.	Schedule and manage platform upgrades to most current version	X			

Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.	Ongoing Inquiries				
J.1.1.	Respond to Client employee and manager inquiries related to: <ul style="list-style-type: none"> • Basic navigation • Password resets 	X			
J.1.2.	Provide support to Client-named contacts as stated in Appendix 1 for inquiries related to Talent Management Solutions	X			
J.1.3.	Respond to all other Client employee and manager inquiries related to Talent Management Solutions		X		
J.2.	Ongoing Management				
J.2.1.	Create export file for files approved by Client; export and load file to Client system of record		X		
J.2.2.	Run, schedule, and monitor standard reports in accordance with production schedule		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.3.	ADP Learning Management				
J.3.1.	Manage learning within Client organization, including the following: <ul style="list-style-type: none"> • Develop, maintain and procure learning content and communicate new course content within Client organization • Manage instructional design methodology • Maintain course, course content and curriculum, including any prerequisites • Define learning objectives and evaluation criteria • Develop course assessment methodology • Establish policy and guidelines for course cancellations and notifications 		X		
J.3.2.	Provide learning management system that enables Client retained team to: <ul style="list-style-type: none"> • Manage employee training and development plans including standard development factors • Create and manage development plan templates • Enroll employees in training courses • Track completion of employee training • Provide access to standard Skill Soft courses within learning management system 	X			
J.3.3.	Group Course Enrollment				
J.3.3.1.	Create and manage group enrollment in and/or auto-assignment of courses based on identified list of employees, defined roles/jobs, and or Client business units		X		
J.3.4.	Course Catalog Maintenance				
J.3.4.1.	Maintain online course catalog		X		
J.3.5.	Attendance Management				
J.3.5.1.	Provide Client manager and practitioner access to employee training records; provide access to compliance and attendance reporting	X			
J.3.6.	Instructor Led Training				
J.3.6.1.	Administer instructor led training (ILT) and virtual instructor led training, including scheduling courses, closing courses and tracking completion		X		
J.3.6.2.	Administer internal and Client third party instructors, facilities and associated equipment, and resources needed to deliver Client training		X		
J.3.7.	Mandatory Training				
J.3.7.1.	Utilize system to set up required courses for specified Client groups defined by employees, roles/jobs, and/or business units		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.3.8.	Training Materials				
J.3.8.1.	Develop and design desired training materials and distribute any hard copy materials as desired; attach online training materials to specific courses		X		
J.3.9.	Manager Self Service				
J.3.9.1.	Enable Client managers to run standard reports, assign training to individual employees, and view: <ul style="list-style-type: none"> Employee profiles Employee course completion status Employee course assignment status 	X			
J.3.10.	Employee Self Service				
J.3.10.1.	Enable Client employees to: <ul style="list-style-type: none"> Browse course catalog Enroll in courses View and print course completion history View and print course completion certificates View training assignment status 	X			
J.4.	ADP Compensation Management				
J.4.1.	Provide compensation management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> Coordinate compensation planning process in accordance with Client guidelines Plan for salary changes, long-term incentives, and/or short-term incentive payments and targets in local currencies Manage compensation planning process via analytical tools and reports 	X			
J.4.2.	Compensation Planning Cycles				
J.4.2.1.	Communicate potential plan design changes for upcoming compensation planning cycle, and confirm key dates associated with any plan design changes; confirm plan design changes in accordance with mutually agreed timeframe		X		
J.4.2.2.	Prepare requirements document for plan design changes and associated Change Control if required	X			NOTE: Change Control may be applicable to items such as changes to cycle frequency, changes to plan design to accommodate cycle changes, or addition of new pay elements
J.4.2.3.	Approve submitted requirements document; approve or decline any required Change Controls, provided that Client understands no plan design changes will be implemented in the absence of approved requirements document and required Change Control(s) if applicable		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.4.2.4.	Coordinate updates as provided by Client, as follows: <ul style="list-style-type: none"> • Modify and update compensation system to reflect Client-approved requirements • Test all changes to verify accuracy with submitted documentation and readiness for Client testing 	X			
J.4.2.5.	Participate in Client testing and approve system set-up for new compensation cycle; manage all communication to Client employees and managers related to compensation cycle activities		X		
J.4.3.	Compensation Cycle Administration				
J.4.3.1.	Coordinate compensation planning cycle activities; provide information to ADP to complete annual update to administrative module, including items as applicable such as: <ul style="list-style-type: none"> • Bottom up budgeting percentage or amount for each eligibility group by pay element • Top down budgeting dollar amount for applicable pay elements • Guideline matrix dimension value, percent, or amount for each eligibility group by pay element • Proration factor values for each eligibility group by pay element • Any changes to summing allocation rule current weights by pay element • Financial results to be used for allocation incentive awards; final global and group based scores for each eligibility group • Any changes to asset allocation needed for long-term incentive awards • Estimated strike price and asset effective date for long-term incentive 		X		
J.4.3.2.	Complete annual updates provided by Client to compensation management system administrative module in preparation for compensation planning cycle as directed by Client	X			
J.4.4.	Manager Self Service				
J.4.4.1.	<ul style="list-style-type: none"> • Provide technology to enable Client managers to support annual compensation planning, as follows: • Input annual salary changes • Input short-term incentive • Input long-term incentive • Print and distribute individual compensation statements as desired • Run standard reports 	X			
J.4.5.	Ongoing Administration				
J.4.5.1.	Process compensation data and ensure applicable payroll requirements are reflected via audit process (e.g., budget and guidelines, processing of bonuses in payroll)		X		



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.5.	ADP Performance Management				
J.5.1.	Provide performance management system that enables Client employees to: <ul style="list-style-type: none"> • Complete self-assessments • Capture and maintain talent profiles 	X			
J.5.2.	Provide performance management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Create performance plan templates and individual employee performance plans • Complete performance reviews • Access all employee performance data within reporting hierarchy • Maintain goal library and competencies 	X			
J.5.3.	Define employee goals; conduct assessments; create development plans; communicate performance management process to Client employees, managers, and practitioners; confirm completion of performance management process; review goal library and competencies on regular basis and provide updates to ADP		X		
J.5.4.	Annual Performance Management Cycle				
J.5.4.1.	Communicate plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; confirm plan design changes in accordance with mutually agreed timeframe		X		
J.5.4.2.	Prepare requirements document for plan design changes and associated Change Control if required	X			
J.5.4.3.	Approve submitted requirements document; approve or decline any required Change Controls, provided that Client understands no plan design changes will be implemented in the absence of an approved requirements document and required Change Control(s)		X		
J.5.4.4.	Coordinate new plan year updates, as follows: <ul style="list-style-type: none"> • Modify and update performance system to reflect approved requirement document • Test all changes to verify compliance with submitted documentation (i.e., performance evaluations, dates of performance plans) and readiness for Client testing 	X			
J.5.4.5.	Participate in Client testing and approve system set-up for new plan year; manage all communication to Client employees and managers related to annual performance evaluations and new plan year updates		X		
J.5.5.	Manager Self Service				
J.5.5.1.	Provide technology to enable Client managers to: <ul style="list-style-type: none"> • Update performance evaluations • Create and manage development plans • Update talent plans 	X			



Talent Management Solutions		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
J.5.6.	<i>Employee Self Service</i>				
J.5.6.1.	Provide technology to enable Client employees to: <ul style="list-style-type: none"> • Update employee talent profiles • Set objectives • Create and edit individual development plans • Create and submit mid-year self-assessments • Create, submit, and accept end-of-year performance self-assessments 	X			
J.5.7.	<i>Ongoing Administration</i>				
J.5.7.1.	Create and assign performance program and plan		X		
J.6.	ADP Succession Management				
J.6.1.	Define and communicate expectations, process, and timing for completing succession plans		X		
J.6.2.	Provide succession planning system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Identify critical positions and manage succession planning processes • Organize succession planning by position and individual 	X			

The ADP Program Manager manages and coordinates the implementation program with Client Program Manager. All ADP resources responsible for implementation deliverables report to the ADP Program Manager. The Client Program Manager is responsible for assignment and management of Client resources and deliverables. Appropriate resources from Client, as defined in ADP's resource model, will be available to support the implementation throughout the implementation life-cycle. Client project resources will have executive support for the project and will be empowered to make decisions for all Client operating units in a timely manner. Implementation of all services described in this Service Definition will occur as part of a single implementation program in a two stage approach.

Our scope is predicated on a best solution and practice model with the intent to provide services in a shared model with a "one to many" approach. The following assumptions are made with regard to standardization:

- The timeframes, estimates, and scope of work defined are based upon the acceptance of ADP's standard practices, processes (all policies, procedures and configuration requirements) and the implementation of such for all companies/divisions/locations of Client
- Client will utilize the standard processing forms (e.g., direct deposit form, manual check form)
- Standard best practice business processes, as documented by ADP and reviewed in the Business Analysis and Configuration phases of implementation, will form the baseline for future state functionality of the solution
- Outside of moving to ADP best practices, Client will make no changes to pay policies during implementation

As part of implementation of the Services, certain change management services are provided to support Client transition to the ADP outsourced service model, including assisting Client with its retained team definition and internal communication regarding standard business processes and forms. Client is responsible for identifying its change management resource(s) and executive sponsor(s), and retains overall responsibility for organizational transition to the ADP Services, including identifying additional change team members who will support decisions regarding proper positioning and delivery methods, and will utilize such methods to develop and deliver key transition messages.

ADP provides a change consultant and standard change management services as part of its core offering to guide Client retained team, manager, and employee transition to Client future state model. Client will utilize ADP's standard adoption campaign as part of implementation of ADP services. Custom services, including custom change management, custom communications development, and custom training development, are not included as part of core change management services or this program implementation.



Implementation Services Roles & Responsibilities Matrix, Overall Program Management		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
0.1.0	Overall Program Management				
0.1.0.1	Provide overall program management for all services implemented by ADP; provide overall program accountability and a single point of contact to Client throughout program implementation	X			
0.1.0.2	Manage implementation program in accordance with ADP standard approach to implement the necessary components to deliver the systems and services and systems defined in this Service Definition	X			
0.1.0.3	Assign Client Program Manager to coordinate Client resources required for program implementation; complete tasks in accordance with mutually agreed project plan, including but not limited to, testing tasks; assume responsibility for Client-based implementation activities; coordinate with ADP Program Manager		X		
0.1.0.4	Complete and return deliverables and all required approvals according to the agreed upon due dates in the Implementation Program Plan and in accordance with mutually agreed Client Approval process, including Designated Approvers		X		
0.1.0.5	Conduct quality gates at end of each program phase	X			
0.1.0.6	Participate in quality gate meetings		X	X	NOTE: Third parties to participate as needed
0.1.0.7	Manage all vendor and third party relationships; ensure vendors and third parties complete deliverables and milestones identified in Implementation Program Plan		X		
0.1.1	Steering Committee				
0.1.1.1	Identify joint ADP/Client Steering Committee participants with authority to resolve escalated issues; provide required resources; and define vision for, engage in, stay informed of, and support change management activities	X	X		
0.1.1.2	Facilitate Client Steering Committee meetings biweekly or other mutually agreed frequency	X			
0.1.1.3	Participate in Client Steering Committee meetings		X		
0.1.2	Program Team				
0.1.2.1	Provide Program Team that includes resources with product/functional knowledge to: <ul style="list-style-type: none"> Complete ADP deliverables and milestones identified in Implementation Program Plan Make timely decisions Ensure effective communication Respond to and/or resolve issues quickly Complete tasks timely Provide Client Program Team staffing model (requirements) 	X			NOTE: ADP resources will travel as needed to facilitate the implementation of Client solution, and travel will be billed as outlined in the Pricing and Financial Terms
0.1.2.2	Provide centrally-located Program Team that includes resources with functional knowledge to:		X		NOTE: Client to identify and add subject matter experts to core Program Team as



Implementation Services Roles & Responsibilities Matrix, Overall Program Management		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
	<ul style="list-style-type: none"> Complete Client deliverables and milestones identified in Implementation Program Plan Make timely decisions Ensure effective communication Respond to and/or resolve issues quickly Complete tasks timely across all locations 				needed to facilitate redesign and/or standardization of Client business processes
0.1.2.3	Provide on-site Client workspace for ADP Program Team prior to commencement of implementation		X		NOTE: Workspace must accommodate up to four (4) ADP associates during Business Analysis phase and is preferably a single conference room or office, including telephone with long-distance capability, local printer, and internet access to allow remote access to ADP intranet
0.1.3	Program Plan				
0.1.3.1	Provide and maintain Implementation Program Plan, including dependencies and concurrencies, in accordance with program scope; update program plan weekly; manage program plan including identification of both ADP and Client deliverables and milestones	X			
0.1.3.2	Approve Implementation Program Plan; complete Client deliverables and milestones in accordance with Implementation Program Plan		X		
0.1.4	Team Communications				
0.1.4.1	Conduct initial meeting and weekly program status meetings with Client Program Team; prepare weekly program status reports including summary of progress relative to Program Plan, issue status, and program risks	X			
0.1.4.2	Participate in initial meeting and weekly program status meetings		X		
0.1.5	Issue Management				
0.1.5.1	Raise issues in a timely manner		X		NOTE: For details regarding escalation process during Implementation, refer to Communication Workbook
0.1.5.2	Maintain Issues Log to record, track, and close issues including: <ul style="list-style-type: none"> Date reported Individual responsible for issue resolution Criticality to program plan (e.g., impacts critical path, minor impact) Date resolution required to avoid impact on Program Plan 	X			



Implementation Services Roles & Responsibilities Matrix, Overall Program Management		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
0.1.5.3	Work with ADP to resolve issues identified as Client owned according to schedule in Issues Log		X		NOTE: Client management must be available to assist in timely issue resolution, as needed
0.1.6	Risk Management				
0.1.6.1	Assess and manage risk areas; create mitigation strategy for any identified risks; report status to Client Program Team via weekly status meetings and/or Client Steering Committee meetings	X			
0.1.6.2	Maintain Risks Log to record, track, and close issues	X			
0.1.6.3	Work with ADP to develop mitigation strategies to address identified risks		X		NOTE: Client management must be available to assist in developing and approving risk mitigation strategies, as needed
0.1.7	Scope Management				
0.1.7.1	Manage program scope in accordance with this Service Definition; coordinate any changes to program scope with Client in accordance with the Change Control Policy	X			
0.1.7.2	Respond to Change Control requests prior to commencement of work and in accordance with the Change Control Policy		X		NOTE: Client management must be available to make timely decisions regarding Change Control requests, as needed
0.1.8	Technical Requirements & Support				
0.1.8.1	Ensure hardware specifications, operating system, and configuration requirements are met for all ADP applications		X		
0.1.8.2	Provide IT resources to ensure technical environment is in place, and required programming and data conversion responsibilities are met		X		NOTE: ADP does not provide any supplemental technical support related to these responsibilities
0.1.9	Client Change Management Communication Plan				
0.1.9.1	Assist Client in creating/building change management communication plan	X			
0.1.9.2	Execute change management communication plan		X		

ADP's program implementation process consists of eight (8) phases conducted over two stages, as follows:

- Stage A: Initial Migration to COS Managed Services (9 weeks):
 - Phase 1 – Program Start-up
 - Phase 2 – Business Analysis (mandatory system changes and SOP implementation)



- Phase 3 – Configuration (mandatory system changes)
- Phase 4 – Validation (model office testing and parallel testing)
- Phase 5 – Migration to COS Managed Service
- Stage B: Final Migration to COS Service Delivery and Systemic Standardization (14 weeks):
 - Phase 6 – System Analysis and Commence Implementation of other ADP Services (if applicable)
 - Phase 7 – Additional Configuration
 - Phase 8 – Final Migration and Program Close-Out

Each phase is described in further detail below, including the objectives, work activities, deliverables, and quality gates for each phase.



Stage A: Phase 1 – Program Start-up

Program Start-up includes ADP and Client preparation to begin the Business Analysis sessions. To begin this phase, Client must approve the Implementation Services section of this Service Definition.

Objectives

- Complete preliminary analysis templates to facilitate Business Analysis phase of implementation
- Assemble and introduce ADP and Client program teams

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 1 – Program Start-up		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
1.1.0	Preliminary Business Analysis				
1.1.0.1	Provide preliminary analysis templates pre-populated with ADP pre-defined standards to Client and support Client in completion of such tools and templates	X			
1.1.0.2	Complete and return preliminary analysis templates; gather data needed for program (e.g., plan descriptions, business rules, events, schedules) and provide such data to ADP		X		NOTE: All pre-analysis homework materials must be completed by Client prior to project kick-off
1.1.0.3	Provide change management overview, including summary of activities and processes	X			
1.1.0.4	Conduct Change Management Interviews to: <ul style="list-style-type: none"> • Understand climate for change within Client organization • Assess potential impact of change on key Client stakeholders, as well as on other Client projects and activities 	X			
1.1.0.5	Communicate roles and responsibilities to be fulfilled by Client to ensure successful transition to ADP shared service outsourcing environment as described in: <ul style="list-style-type: none"> • Project role descriptions • Retained Team role descriptions 	X			
1.1.1	ADP/Client Introduction				
1.1.1.1	Assemble ADP Program Team; conduct executive kick-off meeting to: <ul style="list-style-type: none"> • Introduce teams • Review Preliminary Analysis materials • Review implementation approach • Discuss Client site logistics requirements • Review quality gates 	X			
1.1.1.2	Assemble Client Program Team; participate in ADP/Client introduction conference call		X		



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 1 – Program Start-up		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
1.1.2	Business Analysis Calendar				
1.1.2.1	Complete Business Analysis Calendar identifying dates for Client business analysis sessions, as well as a description of each session, the facilitator for each session, and the required and recommended Client participants for each session	X			
1.1.2.2	Assist in completing Business Analysis Calendar, including scheduling appropriate Client team members and subject matter experts to participate in business analysis sessions		X		
1.1.2.3	Manage to and maintain any changes to Business Analysis Calendar	X			
1.1.3	Client Training				
1.1.3.1	Provide summary of any standard required training Client must complete prior to start of Business Analysis phase	X			
1.1.3.2	Complete required training prior to start of Business Analysis in accordance with implementation Program Plan		X		
1.1.4	Program Staffing				
1.1.4.1	Provide baseline staffing plan to Client	X			
1.1.4.2	Identify and provide resources in accordance with staffing plan prior to Program Kick-off Meeting		X		
1.1.5	Program Kick-off Meeting				
1.1.5.1	Schedule, organize and facilitate Client program kick-off meeting	X			
1.1.5.2	Assist in scheduling and coordinating Client program kick-off meeting		X		

Deliverables

- Client Preliminary Analysis Templates
- Project Role Descriptions
- Retained Team Role Descriptions
- Business Analysis Calendar
- Client Training Course Inventory
- Client Program Staffing Plan
- Client Approval Process, including Designated Approvers

Quality Gates

- Completed Client Preliminary Analysis Templates
- Client and ADP Implementation Team Assigned



Stage A: Phase 2 – Business Analysis

The Business Analysis phase begins with Client program kick-off meeting, continues with multiple discovery sessions to complete the analysis process, and ends when Client approves the future-state standard operating procedures.

Objectives

- Clarify and document Client future state model utilizing ADP’s delivered standard operating procedures (SOPs)
- Conduct Business Analysis sessions to ensure both ADP and Client understand roles and responsibilities in future state model
- Identify and train Client retained team
- Provide standard baseline for, and begin implementation of, change management activities

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 2 – Business Analysis		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
2.1.0	Business Requirements				
2.1.0.1	Facilitate multiple discovery sessions with Client to analyze mandatory system changes and review ADP SOPs	X			
2.1.0.2	Ensure appropriate Client resources participate in discovery sessions		X		
2.1.1	Client Future State Model				
2.1.1.1	Define and conduct review sessions to explain Client future state model, including detailed analysis of ADP standard processes	X			
2.1.1.2	Ensure appropriate resources attend review sessions to define and understand roles and responsibilities in future state model, including use of standard ADP forms for processing and delivered standard operating procedures		X		
2.1.1.3	Document Client-owned future state business processes		X		
2.1.1.4	Define mandatory system changes for Client’s migration to COS managed service model; notify Client of mandatory system changes that will occur	X			
2.1.2	Change Management Communications				
2.1.2.1	Develop change management communications		X		
2.1.2.2	Guide Client in developing change management communications; provide relevant collateral samples to assist Client in developing Client-specific communication and training deliverables	X			
2.1.3	Change Impact Inventory				
2.1.3.1	Develop Change Impact Inventory to: <ul style="list-style-type: none"> • Capture key changes between Client current model and future state model • Identify impacted audiences and appropriate change approach • Incorporate Client-specific details related to the change 	X			



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 2 – Business Analysis		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
	<ul style="list-style-type: none"> Bundle results into groups to facilitate development of communication and training content 				
2.1.3.2	Provide input and feedback in order to complete Change Impact Inventory		X		
2.1.4	Role Assignment Matrix				
2.1.4.1	Develop initial Role Assignment Matrix to: <ul style="list-style-type: none"> Identify Client retained responsibilities Categorize tasks by role, person, and function Size work volume to support balanced work distribution 	X			
2.1.4.2	Provide input and feedback during development of Role Assignment Matrix		X		
2.1.4.3	Finalize Role Assignment Matrix for use within Client organization		X		
2.1.5	Implementation Testing Strategy				
2.1.5.1	Present Testing Strategy document to define and explain testing approach, preparation, and roles and responsibilities	X			
2.1.6	Quality Gate				
2.1.6.1	Conduct Business Analysis & Configuration quality gate	X			NOTE: The quality gate for both Phase 2 (Business Analysis) and Phase 3 (Configuration) are completed the same time as defined in Sections 2.1.6 and 3.1.4
2.1.6.2	Participate in Business Analysis & Configuration quality gate		X		

Deliverables

- Client Program Kick-off Meeting
- Client Future State Standard Operating Procedures (as modified and approved)
- Final Testing Strategy

Quality Gates

- Completed Future State Standard Operating Procedures
- Presented Testing Strategy



Stage A: Phase 3 – Configuration

The Configuration phase runs in parallel with the Business Analysis phase, and ends when unit testing of the mandatory system charges are successfully completed. The goal of this phase is to make any system changes that are necessary to migrate Client's current systems to the COS service model.

Objectives

- Configure all mandatory system changes required to migrate Client's current systems to the COS service model
- Understand baseline scope of changes to be made in Stage B of Implementation
- Finalize Change Management Deliverables (Training Plan, Communication Plan, Role Assignment Matrix, and Change Impact Inventory)
- Complete successful unit testing (ADP internal) of all system changes

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 3 – Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
3.1.0	System Configuration				
3.1.0.1	Configure mandatory system modifications as defined and approved during Business Analysis phase	X			
3.1.1	Interface & Report Analysis				
3.1.1.1	Analyze interfaces and reports to identify changes for Stage B of Implementation	X			
3.1.1.2	Participate in interface and report analysis, including coordinating with third party vendors as needed		X		
3.1.1.3	If required for unit testing, provide production representative test data in format required, as defined in approved specification	X	X	X	NOTE: Production representative data is defined as HR indicative data
3.1.2	Change Management Planning				
3.1.2.1	Guide Client in developing Change Management Plan, as follows: <ul style="list-style-type: none"> • Finalize Change Impact Inventory • Finalize Role Assignment Matrix • Finalize Communication Plan • Finalize Training Plan 	X			
3.1.2.2	Provide input and feedback to ADP to complete activities described in this Section; validate Change Management Plan details with Client executive sponsor(s); confirm Client executive sponsor(s) support of Change Management Plan, including participation in change management activities as required		X		
3.1.3	Unit Testing				
3.1.3.1	Conduct unit testing (ADP internal) on all mandatory system changes	X			
3.1.4	Quality Gate				
3.1.4.1	Conduct Business Analysis & Configuration quality gate	X			NOTE: The quality gate for both Phase 3 (Configuration) and Phase 2 (Business



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 3 – Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
					Analysis) are completed the same time as defined in Sections 2.1.6 and 3.1.4
3.1.4.2	Participate in Business Analysis & Configuration quality gate		X	X	
3.1.5	Client Testing Preparation				
3.1.5.1	Create Client Test Plan, Test Case Matrix, and Test Schedules defining model office and parallel testing approach and timeline	X			
3.1.5.2	Provide standard test cases to Client, train Client on completing the test cases, and support Client in completion of test cases to be completed prior to Validation phase	X			
3.1.5.3	Update Client standard model office and parallel test cases with test data and expected outcomes and provide to ADP for review		X		
3.1.6	Client Testing Training Preparation				
3.1.6.1	Provide application training as required and noted in Training Plan	X			
3.1.6.2	Provide process training as noted in Training Plan	X			
3.1.6.3	Execute internal knowledge transfer on Client specifics prior to start of Validation phase	X			
3.1.6.4	Complete required application and process training prior to start of Validation in accordance with implementation Program Plan		X		



Deliverables

- Client Mandatory System Configuration
- Change Impact Inventory
- Role Assignment Matrix
- Communication Plan
- Training Plan
- Unit Testing (ADP internal) of Mandatory System Changes
- Model Office and Parallel Test Plan, Test Case Matrix, and Test Schedules
- Test Cases

Quality Gates

- Configured Client System
- Finalized Change Impact Inventory
- Finalized Role Assignment Matrix
- Finalized Communication Plan
- Finalized Training Plan
- Conducted Unit Testing
- Completed Training on Client Future State Standard Operating Procedures
- Finalized Model Office and Parallel Test Plan, Test Case Matrix, and Test Schedules
- Finalized Test Cases



Stage A: Phase 4 – Validation

Validation consists of conducting two test cycles to verify that systems function and future state standard operating procedures are in accordance with the COS service standards. Validation is performed to confirm processes are acceptable to all users in terms of valid processing results. Incidents identified during testing are prioritized and corrected on a timely basis.

Validation is conducted as follows:

- Model Office Testing
- Parallel Acceptance Testing

Objectives

- Verify readiness to support Client solution in accordance with Testing Strategy document
- Continue implementation of Change Management actions

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 4 – Validation		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
4.1.0	Test Management				
4.1.0.1	Conduct testing status meeting; submit and resolve Test Incident Reports (TIRs); maintain Test Plan, Test Schedule, and Test Case Matrix during all phases of testing	X			
4.1.0.2	Participate in testing status meeting; submit and work to resolve Test Incident Reports (TIRs)		X		
4.1.1	Preliminary System Transfer for Testing				
4.1.1.1	Transfer Client's current ADP system and data to COS service environment to facilitate model office and parallel testing	X			
4.1.1.2	Authorize ADP to transfer current ADP system and data to COS service environment		X		
4.1.2	Model Office/Parallel Acceptance Testing				
4.1.2.1	Manage and execute Model Office and Parallel Acceptance Testing; provide testing status updates; manage test incident reporting process	X			
4.1.2.2	Execute cases and validate case results of Model Office and Parallel Acceptance Testing; submit test incidents and assist in test incident resolution process; provide and review test files as needed		X		
4.1.2.3	Participate in interface and report validation, including coordinating with third party vendors as needed		X		
4.1.3	Continued Change Management Plan Implementation				
4.1.3.1	Prepare Draft Transition Plan deliverable; prepare sample Transition Scorecard	X			
4.1.3.2	Prepare and conduct internal pre-transition meeting; prepare and conduct Client pre-transition meeting	X			
4.1.3.3	Test PSC readiness including accuracy of Knowledge Base documentation	X			NOTE: This testing is performed within two (2) weeks prior to Go-live
4.1.3.4	Assist in testing PSC readiness including accuracy of Knowledge Base documentation		X		



Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 4 – Validation		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
4.1.4	Client Production Training Preparation				
4.1.4.1	Provide summary of any required training Client must complete prior to start of Production phase	X			
4.1.4.2	Complete required training prior to start of Production phase in accordance with implementation Program Plan		X		
4.1.5	Quality Gate				
4.1.5.1	Conduct Validation quality gate	X			
4.1.5.2	Participate in Validation quality gate		X		

Deliverables

- Model Office / Parallel Acceptance Testing
- Transition Plan

Quality Gates

- Completed Model Office / Parallel Acceptance Testing
- Executed Transition Plan



Stage A: Phase 5 – Migration to COS Managed Services

Migration to COS Managed Services is the final step in Stage A of implementation which consists of a series of tasks to move Client systems and services into a COS production environment. Client begins utilizing future-state configuration and SOPs. During this time, Client is supported by both the ADP implementation and ongoing service teams to ensure high quality results.

Objectives

- Successful processing in production environment
- Continue implementation of Change Management actions

Implementation Services Roles & Responsibilities Matrix, Stage A: Phase 5 – Migration to COS Managed Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
5.1.0	Program Launch				
5.1.0.1	Update Client Program Launch Checklist as tasks leading up to program launch are completed	X			
5.1.0.2	Assist ADP in completing tasks on Program Launch Checklist, as needed		X		
5.1.0.3	Launch Client program	X			
5.1.1	Change Management Initial Production Migration Activities				
5.1.1.1	Prepare and conduct internal and Client go-live meetings	X			
5.1.1.2	Conduct weekly Client Transition Scorecard meetings post go-live	X			
5.1.1.3	Conduct Client “Open Mic” meetings post go-live		X		
5.1.2	Migration to COS Managed Services Process				
5.1.2.1	Complete Migration to COS Managed Services Systems Checklist as tasks are completed	X			
5.1.2.2	Assist ADP in completing tasks on Migration to COS Managed Services Systems, as needed		X		
5.1.2.3	Complete Production Readiness Checklist	X			
5.1.2.4	Migrate Client systems to production including final data transfer to the COS service environment	X			
5.1.3	Quality Gate				
5.1.3.1	Conduct Production quality gate	X			
5.1.3.2	Participate in Production quality gate		X		



Deliverables

- Client Program Launch Checklist
- Program Launch
- Migration to Production Checklist
- Production Readiness Checklist
- Client Transition Scorecard

Quality Gates

- Completed Client Program Launch Checklist
- Received Client Approval for Program Launch
- Completed Migration to Production Checklist
- Completed Production Readiness Checklist
- Delivered Client Transition Scorecard
- Received Client Approval for Migration to Production



Stage B: Phase 6 – System Analysis and Commence Implementation of other ADP Services, if applicable

The System Analysis and Commence Implementation of other ADP Services phase begins after Client’s initial go-live in the COS managed services environment. Additional analysis sessions, if required, will be conducted and scheduled for testing and migration to the production COS managed services environment. In parallel, ADP and Client will begin the implementation of any other ADP services.

Objectives

- Conduct analysis sessions to ensure additional system configuration requirements are defined
- Kick-off the implementation of other ADP services and finalize project plan(s)

Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 6 – System Analysis and Commence Implementation of other ADP Services, if applicable		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
6.1.0	Additional Business Requirements				
6.1.0.1	Facilitate additional discovery sessions with Client to analyze non-mandatory system changes and other modifications required per this Service Definition	X			
6.1.0.2	Ensure appropriate Client resources participate in additional discovery sessions		X		
6.1.0.3	Define additional configuration requirements that result from discovery sessions	X			
6.1.1	Commence Implementation of Other ADP Services				
6.1.1.1	Commence implementation of other ADP services, if required, by conducting appropriate kick-off meetings, discovery sessions, configuration, conversion, validation, and migration activities based on the project plan for each new ADP service	X			
6.1.1.2	Ensure appropriate Client resources participate in the implementation of other ADP services, if required, including kick-off meetings, discovery sessions, configuration, conversion, validation, and migration activities based on the project plan for each new ADP service		X		
6.1.1.3	Continue implementation of other ADP services through completion based on the project plan for each new ADP service	X	X		
6.1.2	Quality Gate				
6.1.2.1	Conduct System Analysis quality gate	X			
6.1.2.2	Participate in System Analysis quality gate		X		

Deliverables

- Client Future State System Design Documents and/or Interface Specifications
- Scope Definition and Project Plan(s) for Implementation of Additional ADP Services, if required

Quality Gates

- Completed Future State System Modification Design Document



Stage B: Phase 7 – Additional Configuration

The Additional Configuration phase will complete the non-mandatory system modifications, including configuration, unit testing, regression testing, and promotion of the modifications to the production environment. The goal of this phase is to ensure the automation of manual processes (e.g., interface file delivery and loading) and complete other modifications required per this Service Definition (e.g., modification to Client’s existing interfaces as stated in Pricing and Financial Terms).

Objectives

- Configure all non-mandatory system changes to meet COS service environment standards
- Configure any Client specific modifications required per this Service Definition
- Complete successful testing and promote to production

Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 7 – Additional Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
7.1.0	Additional System Configuration				
7.1.0.1	Configure system changes required for automation and other Client required modifications per this Service Definition	X			
7.1.1	Interface & Report Modification				
7.1.1.1	If required, participate in interface and report modification, including coordinating with third party vendors as needed		X		
7.1.1.2	Modify any interfaces to the approved specifications developed in previous required for data to Phases for the future-state environment		X	X	
7.1.1.3	If required, provide production representative test data in format required for unit testing, as defined in approved specification	X	X	X	NOTE: Production representative data is defined as HR indicative data
7.1.2	Interface & Report Development				
7.1.2.1	Develop interfaces and reports defined during System Analysis phase and in accordance with this Service Definition	X			
7.1.2.2	Participate in interface and report development, including coordinating with third party vendors as needed		X		
7.1.2.3	Develop any interfaces to the specifications agreed upon by Client and ADP for data to be sent to ADP or other Client systems		X		
7.1.2.4	Develop any interfaces to be sent or received by Client vendors or Client vendor systems			X	
7.1.2.5	Provide production representative test data in format required for unit testing, as defined in approved specification	X	X	X	NOTE: Production representative data is defined as HR indicative data
7.1.3	Validation				
7.1.3.1	Perform unit and regression testing on system configuration changes, modified interfaces and reports, and , if applicable, newly developed interfaces and reports	X			



Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 7 – Additional Configuration		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
7.1.3.2	As needed, participate in unit and regression testing of system configuration changes, modified interfaces and reports, and, if applicable, newly developed interfaces and reports		X	X	
7.1.4	Quality Gate				
7.1.4.1	Conduct Additional Configuration quality gate	X			
7.1.4.2	Participate in Additional Configuration quality gate		X	X	
7.1.5	Promote Configuration to Production				
7.1.5.1	Migrate system changes, modified interfaces and reports, and, if applicable, newly developed interfaces and reports to Client's production COS system	X			

Deliverables

- Client Final System Configuration
- Unit and Regression Testing
- Promotion of Modifications to Production

Quality Gates

- Configured Client System
- Conducted Unit and Regression Testing



Stage B: Phase 8 – Final Migration and Program Close-Out

Final Migration and Program Close-Out is the final phase of implementation which consists of a series of tasks transition Client to COS Service Delivery and, for other new ADP services, move the systems into production. ADP formally transitions Client to COS Service Delivery for ongoing support. For new ADP services, Client phases out current applications and begins utilizing new ADP applications and procedures. The final step in this phase is distribution of an Implementation Lessons Learned Survey to Client and a Lessons Learned Meeting facilitated by the ADP Program Manager and the Client Program Manager.

Objectives

- Transition of Client to COS Service Delivery
- For other new ADP services, successful processing in production environment
- Completion of Lessons Learned Survey and Meeting

Implementation Services Roles & Responsibilities Matrix, Stage B: Phase 8 – Final Migration and Program Close-Out		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
8.1.0	Transition to COS Service Delivery				
8.1.0.1	Conduct final Transition to Service meeting and formally transition Client to Service Delivery team	X			
8.1.0.2	Participate in final Transition to Service meeting		X		
8.1.1	Transition Other New ADP Services to Production				
8.1.1.1	Validate that other new ADP services are delivered per this Service Definition	X			
8.1.1.2	Conduct transition to service meeting(s) and transition Client to service team(s)	X			
8.1.1.3	Participate in final transition to service meeting(s)		X		
8.1.2	Implementation Lessons Learned Survey				
8.1.2.1	Distribute Implementation Lessons Learned Survey to Client for completion; analyze survey results once received from Client	X			
8.1.2.2	Respond to Implementation Lessons Learned Survey in accordance with requested timeline		X		
8.1.2.3	Conduct Lessons Learned meeting to capture lessons learned and successes from the implementation program to apply toward future programs	X	X		NOTE: Meeting is co-facilitated by ADP and Client program leads

Deliverables

- Formal Transition to COS Service Delivery
- Lessons Learned Process

Quality Gates

- Completed Formal Transition to COS Service Delivery
- Conducted and Communicated Results of Client Lessons Learned Survey



The maintenance windows are during the hours specified below and during ADP Holidays as described in the Notes section below:

System	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
COS Payroll Hosting – ADP Enterprise HR *	10:00 pm Mon. – 6:00 am Tues.	10:00 pm Tues. – 6:00 am Weds.	10:00 pm Weds. – 6:00 am Thurs.	10:00 pm Thurs. – 6:00 am Fri.	10:00 pm Fri. – 6:00 am Sat.	10:00 pm Sat. – 12:00 am Sun.	12:00 am Sun. – 6:00 am Mon.
ADP Electronic I-9 Services	10:00 pm Mon. – 4:00 am Tues.	10:00 pm Tues. – 4:00 am Weds.	10:00 pm Weds. – 4:00 am Thurs.	10:00 pm Thurs. – 4:00 am Fri.	10:00 pm Fri. – 4:00 am Sat.	10:00 pm Sat. – 4:00 am Sun.	10:00 pm Sun. – 4:00 am Mon.
ADP Enterprise eTIME **	1:00 am Mon. – 3:00 am Mon.	1:00 am Tues. – 3:00 am Tues.	1:00 am Weds. – 3:00 am Weds.	1:00 am Thurs. – 3:00 am Thurs.	1:00 am Fri. – 3:00 am Fri.	1:00 am Sat. – 3:00 am Sat.	1:00 am Sun. – 4:00 am Sun.
ADP Health & Welfare Service Engine	1:30 am Mon. – 5:30 am Mon.	1:30 am Tues. – 5:30 am Tues.	1:30 am Weds. – 5:30 am Weds.	1:30 am Thurs. – 5:30 am Thurs.	1:30 am Fri. – 5:30 am Fri.	1:30 am Sat. – 5:30 am Sat.	1:30 am Sun. – 5:30 am Sun.
ADP Recruiting Management	NA	NA	NA	NA	NA	12:00 am Sat. – 6:00 am Sat.	NA
ADP Talent Management	NA	NA	NA	12:00 am Thurs. – 2:00 am Thurs.	10:00 pm Fri. – 12:00 am Sat.	12:00 am Sat. – 12:00 pm Sat.	2:00 am Sun.– 8:00amSun.

* Maintenance Window includes ADP Self Service and ADPReporter

** Except the 2nd and 4th Wednesday of each month when the time & labor management system may have expanded maintenance during the hours of 11:00 p.m. Tuesday – 5:00 a.m. Wednesday.

NOTES:

- All times reflect U.S. Eastern Standard Time Zone.
- In addition to the above Maintenance Windows, ADP reserves the right to perform Hosted Environment maintenance on ADP Holidays between 12:00 a.m. the morning of the ADP Holiday through 12:00 a.m. the morning of the day following the ADP Holiday or the standard end time for that day of the week as noted in the table above, whichever is later. For purposes of Maintenance Windows, ADP Holidays are defined as: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time.
- The hours stated above are subject to change as deemed necessary by ADP.



Service Definition

ADP[®] COMPLIANCE ON DEMAND



ADP Compliance on Demand is a comprehensive resource that is focused on assisting ADP clients with wage and hour compliance. Ideal for organizations with distributed HR teams of varying expertise across the U.S., plans to expand into new states, or questions about the latest changes, it is the one source the whole organization can reference for timely and consistent information on federal, state and local regulatory compliance content (articles and more). This unique service also includes an online compliance community and access to ADP compliance consultants.

ADP Compliance on Demand helps clients with compliance challenges by providing the education and job aids they need, monitoring the landscape for changes, alerting clients to these changes and sharing compliance best practices, all with the goal of supporting wage and hour compliance across their organization. The three-part service includes:

Content is the source of information pertaining to current wage and hour legislative and regulatory information. With easy on-line access, users will be able to:

- Access current compliance articles, webinars, podcasts, updates, sample policies and more
- See important upcoming legislative milestones, organized by date, in a compliance calendar and save important items to your personal work calendar. Click to see more details about each event and filter to only see federal events and/or events for the states that pertain to your business
- Search topical areas and geographies that are of most interest to you, from the breadth of ADP's and Littler's compliance research, all in one place
- Access to innovative tools that help you understand overtime exemptions along with minimum wage and paid sick leave requirements

Community The wage and hour Compliance Community is a secure online community, hosted by ADP, where you can engage in discussions with peers that are using ADP solutions and facing similar compliance challenges

- Instantly find answers to questions that have already been asked
- Pose new questions to one or multiple peers
- Cultivate a reliable peer network for future discussions

Consult if content materials and peer conversations are not enough, the Consult option allows users to engage with ADP's compliance team one-on-one. Through an online portal, users will be able to:

- Submit your question or request via e-mail or call the helpdesk
- Receive assistance from an ADP, SHRM-certified, helpdesk associate
- Schedule a time for you and your legal counsel to speak with an ADP compliance expert or a legal advisor from an ADP employment law partner

This matrix generally defines the responsibilities of ADP in delivering services to Client and highlights certain responsibilities of Client in receiving those services. All services are provided in accordance with standard ADP processes and methodologies.

Overview		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide systems and services to Client as defined in Client Service Definition	X			
	Retain a team and other needed resources to address Client's strategic issues and other items specifically highlighted as Client responsibilities within this matrix, as well as any other items outside the scope of this matrix		X		
Service Teams	Deliver the services defined in Client Service Definition through ADP service teams	X			
Application Hosting Support	Install, configure, maintain, and support the Hosted Environment	X			NOTE: The Hosted Environment is defined as the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support Client's use of the Application Programs. Client may or may not be informed of ADP making corrections, modifications, and improvements to the Hosted Environment
	Provide connectivity from Client systems to ADP via internet connection; ensure availability and reliability of such communication line(s)		X		
	Provide disaster aversion and standard disaster recovery in accordance with ADP's Disaster Recovery Plan; monitor and manage the Hosted Environment security, which includes physical security, logical security (including firewalls, encryption and password access control), and intrusion detection; provide, monitor, and manage ADP's network used to access the	X			



Overview		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Hosted Environment; perform database refreshes and file restores upon Client request; provide connectivity troubleshooting up to Client's demarcation point				
System Updates	Manage and correct errors or deficiencies in core Application Programs so Application Programs conform in all material respects to core functional specifications determined during initial implementation	X			
Security Administration	Provide security administration for ADP delivered and/or managed applications, as applicable; update ADP regarding changes to security requirements		X		

ADP Compliance on Demand		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide a comprehensive one stop solution designed to help client Practitioners to – (1) quickly and easily research, understand and stay abreast of wage and hour related compliance developments that apply to their business along with (2) access to compliance professionals available to support and assist clients with their wage and hour administration requirements, and (3) an online community to collaborate with other clients	X			
	Generate relevant ADP Thought Capital to be posted to the Compliance on Demand site in the form of Updates, Articles, Webinars, Podcasts, Toolkits	X			
Practitioner Self Service	Provide self-service tool to enable Client Practitioners to: <ul style="list-style-type: none"> • Research wage and hour related Compliance Content and Regulatory changes • Browse through the Digital Library of – <ul style="list-style-type: none"> ○ Regulatory Updates ○ ADP Best Practice Articles ○ Webinars ○ Videos ○ Toolkits ○ Posters ○ Forms ○ Policies ○ Other key resources • Customize/Update preferences for email notification of Compliance updates from ADP 	X			
Community Interaction	Provide a community portal to enable Client Practitioners to: <ul style="list-style-type: none"> • Engage with peers / community members anonymously to discuss wage and hour compliance topics – post, questions. Discussions in a community moderated by ADP 	X	X		Practitioners have to agree to the 'Compliance on Demand' Community rules by digital acknowledgement upon first sign-in to the community
Consult Service	Provide a dedicated phone line for Client Practitioners to: <ul style="list-style-type: none"> • Initiate Consult call and speak to a ADP helpdesk associates for real-time assistance on wage and hour related compliance matters 	X			



Service Commitments



1. Definitions. Unless defined herein, the defined terms used shall have the same meaning ascribed such terms in the Agreement.

“Allocation Percentage” means the weighting factor, expressed as a percentage between 0% - 50%, assigned to each Service Level as specified in Attachment A hereto.

“At Risk Amount” means five percent (5%) of the fees for the applicable Service performed during the applicable Measurement Period.

“Go-Live Date” shall have the meaning set forth in the Global Master Terms and Conditions.

“Measurement Period” means the frequency by which a Service Commitment is measured. The Measurement Period for each Service Commitment is specified in Attachment A hereto.

1.1 “Service Commitments” means Service Levels.

“Service Level” means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Exhibit 2 to Attachment A hereto, to which a Service Level Credit applies.

1.2 “Service Level Commencement Date” means the first day of the month that immediately follows the expiration of the ninety (90) day period commencing on the Go-Live Date for the applicable Service.

“Service Level Failure” means, with respect to a given Service Level, ADP’s failure to perform the Services at a level that meets that Service Level.

2. General. Subject to the terms of this document, ADP will perform the Service in a manner consistent with the applicable Service Commitments.

3. Reporting. Within thirty (30) days after the end of each month during the Term, ADP will provide Client with a report detailing ADP’s performance of the Services during the preceding month and the two (2) months prior to such month. For example, no later than April 30th, ADP will provide Client a report for the months of January, February, and March.

4. Excused Performance. ADP will not be responsible for any Service Level Failure due to: (i) failures by Client, its Affiliates or their respective representatives, vendors, subcontractors or agents to provide ADP at least thirty (30) days prior written notification of changes in Client’s administrative policies and/or procedures, to the extent such policies or procedures impact the Services, (ii) inaccurate Client data, (iii) Client’s failure to perform its obligations under the Agreement, including, but not limited to, its failure to meet agreed upon processing or funding deadlines, and/or (iv) force majeure events (as defined in Section 15.7 of the Agreement).

5. Service Level Failure

5.1 Service Level Credits. Subject to Section 4 (Excused Performance), in the event of a Service Level Failure, Client will be entitled to a credit. The amount of such credit will be calculated quarterly, starting on the Service Level Commencement Date, in accordance with Sections 5.2 – 5.4 (each such credit, a “Service Level Credit”).

5.2 Calculation. Each Service Level Credit will be computed as follows:

Service Level Credit = A x B	Where: A = the Allocation Percentage for the applicable Service Level Credit B = the applicable At Risk Amount
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Sample Calculation. Assume that: (i) ADP has failed to meet the Service Level for ADP Application Program Availability during a given calendar month, (ii) the Allocation Percentage for the ADP Application Program Availability Service Level is twenty percent (20%), (iii) the fee for the applicable Service is \$500,000 for such month, and (iv) the At-Risk Amount is two percent (2%). The applicable Service Level Credit would be computed as follows:

Service Level Credit = A x B	Where: A = the Allocation Percentage = 20% (or 0.2) B = the At-Risk Amount = (2% x \$500,000) = \$10,000 = 0.2 x \$10,000
Service Level Credit	\$2,000

5.3 Multiple Service Level Failures. If a single incident results in multiple Service Level Failures, Client will be entitled to receive only the highest Service Level Credit (i.e., only one credit) resulting from such incident.

5.4 Maximum Credit. Notwithstanding anything in this document to the contrary, the maximum amount of Service Level Credits during a single calendar month will be limited, in the aggregate, to the At Risk Amount.



Attachment A to Service Commitments

Exhibit 1 **Allocation Percentage Tables**

1. Comprehensive Outsourcing Services (COS)

Service Level	Allocation Percentage
ADP Application Program Availability	30%
Payroll Services	
Payment Accuracy	20%
Payment Timeliness	15%
Post-Payroll Output Timeliness	5%
MyLife Advisors Service Center Support	
Average Speed of Answer	5%
Call Abandon Rate	5%
First Call Resolution	5%
Resolution Timeliness	5%
Other HCM Services	
Carrier Enrollment Processing	10%
Total	100%
At Risk Amount	5%



Exhibit 2 **Detailed Service Level Descriptions**

1. ADP Application Program Availability

Description	Measurement Period	Service Level	Applicable ADP Application Programs
Measures the percentage of time each ADP Application Program is available during the Measurement Period	Monthly	99.5%	<ul style="list-style-type: none"> • ADP Enterprise HR • ADP Health & Welfare Service Engine • ADP Recruiting Management • ADP Talent Management • ADP Workforce Manager
<p>Calculation:</p> <p>ADP Application Program Availability = ((Total Uptime + Excused Downtime) / Total Minutes) x 100</p> <p>(Note: Availability for each applicable ADP Application Program is measured separately and any resulting credit is calculated and applied proportionally)</p> <p>Total Uptime – the number of minutes in the Measurement Period that the applicable ADP Application Program is available</p> <p>Excused Downtime – the number of minutes in the Measurement Period that the applicable ADP Application Program is unavailable due to (i) scheduled maintenance, (ii) Client’s equipment, software or network (e.g., Client’s inability to access the Internet) failure, and/or (iii) a force majeure event</p> <p>Total Minutes – the total number of minutes in the Measurement Period</p>			
<p>Example:</p> <p>ADP Application Program #1</p> <p>Assume Total Uptime = 42,900 minutes; Excused Downtime = 180 minutes; Total Minutes = 43,200 minutes</p>			



Description	Measurement Period	Service Level	Applicable ADP Application Programs
ADP Application Program Availability	= $((42,900 + 180)/43,200) \times 100$ = 99.7% → Above Service Level Commitment		
<u>ADP Application Program #2</u>			
Assume Total Uptime = 42,900 minutes; Excused Downtime = 0 minutes; Total Minutes = 43,200 minutes			
ADP Application Program Availability	= $((42,900 + 100)/43,200) \times 100$ = 99.3% → Below Service Level Commitment**		
**(Note: a proportional credit would be issued for this missed service level commitment only)			



2. Payroll Services

A. Payment Accuracy

Description	Measurement Period	Service Level	Applicable Services*
Measures the accuracy of calculations performed by ADP to determine Client employee payment amounts during the Measurement Period	Monthly	99.5%	Payroll Services
<u>Calculation:</u> Payment Accuracy = $((A - B)/A) \times 100$ Where: A = the total number of Client employee payment calculations during the Measurement Period B = the number of incorrect Client employee payment calculations during the Measurement Period as a result of ADP-caused errors			
<u>Example:</u> Assume 2,000 Client employee payment calculations; 10 incorrect Client employee payment calculations Payment Accuracy = $((2,000 - 10)/2,000) \times 100$ = 99.5%			



B. Payment Timeliness

Description	Measurement Period	Service Level	Applicable Services*
Measures the extent to which ADP delivers Client employee payments and/or Client employee payment instructions (as applicable) in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
<p><u>Calculation:</u></p> <p>Payment Timeliness = $((A - B)/A) \times 100$</p> <p>Where:</p> <p>A = the total number of Client employee payments and/or Client employee payment instructions (as applicable) delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination during the Measurement Period</p> <p>B = the number of Client employee payments and/or Client employee payment instructions (as applicable) not delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination, in accordance with the agreed-upon schedule during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Client employee payments and/or payment instructions delivered or made available; 10 late payments and/or payment instructions</p> <p>Payment Timeliness = $((2,000 - 10)/2,000) \times 100$ = 99.5%</p>			



C. Post-Payroll Output Timeliness

Description	Measurement Period	Service Level	Applicable Services*
Measures the timeliness of delivery of applicable post- payroll reports, outbound files and outbound interfaces (collectively, “Post-Payroll Outputs”) by ADP in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
<p><u>Calculation:</u></p> <p>Post-Payroll Output Timeliness = $((A - B)/A) \times 100$</p> <p>Where:</p> <p>A = the total number of Post-Payroll Outputs delivered or made available to the designated destination by ADP during the Measurement Period</p> <p>B = the number of Post-Payroll Outputs not delivered or made available by ADP to the designated destination in accordance with the agreed-upon schedule during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Post-Payroll Outputs; 10 late Post-Payroll Outputs</p> <p>Post-Payroll Output Timeliness = $((2,000 - 10)/2,000) \times 100$ = 99.5%</p>			



3. MyLife Advisors Service Center Support

A. Average Speed of Answer

Description	Measurement Period	Service Level	Applicable Services
Measures the average time elapsed between employee calls exiting ADP's IVR system and being answered by designated MyLife Advisors Service Center Support personnel	Monthly	45 seconds	MyLife Advisors Service Center Support
<p><u>Calculation:</u></p> <p>Average Speed of Answer = $(A / B) \times 100$</p> <p>Where:</p> <p>A = the number of employee calls to the MyLife Advisors Service Center Support answered by designated MyLife Advisors Service Center Support personnel within 45 seconds of the call exiting the IVR system during the Measurement Period</p> <p>B = the total number of calls answered in MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 calls to the MyLife Advisors Service Center Support in a given month; 285 calls answered within 45 seconds</p> <p>Average Speed of Answer = $(285/300) \times 100$ = 95.0%</p>			



B. Call Abandon Rate

Description	Measurement Period	Service Level	Applicable Services
	Monthly	≤ 6.0% within 60 seconds	MyLife Advisors Service Center Support
<p><u>Calculation:</u> Call Abandon Rate = $(A/B) \times 100$ Where: A = the total number of calls to the MyLife Advisors Service Center Support ended due to the call not being answered by designated MyLife Advisors Service Center Support personnel within 60 seconds of exiting the IVR system during the Measurement Period B = the total number of calls to the MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u> Assume 300 calls to the MyLife Advisors Service Center Support in a given month; 12 calls abandoned by the caller after 60 seconds Call Abandon Rate = $(12/300) \times 100$ = 4.0%</p>			



C. First Call Resolution

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of calls resolved (i.e., cases closed) on the first contact to the designated MyLife Advisors Service Center Support personnel	Monthly	80.0%	MyLife Advisors Service Center Support
<p><u>Calculation:</u></p> <p>First Call Resolution = (A /B) x 100</p> <p>Where:</p> <p>A = the number of calls resolved on the employee’s first call to the MyLife Advisors Service Center Support during the Measurement Period</p> <p>B = the total number of employee calls to the MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 calls to the MyLife Advisors Service Center Support in a given month; 250 calls resolved during first call</p> <p>First Call Resolution = (250/300) x 100 = 83.0%</p>			

D. Resolution Timeliness

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of Client employee service requests that are closed within five (5) Business Days of initiation	Monthly	≥ 80.0% within 5 Business Days	MyLife Advisors Service Center Support
<p><u>Calculation:</u></p> <p>Resolution Timeliness = (A /B) x 100</p> <p>Where:</p> <p>A = the number of service requests that are closed within five (5) Business Days after a Client employee’s initial contact with the MyLife Advisors Service Center Support during the Measurement Period</p> <p>B = the total number of service requests closed with the MyLife Advisors Service Center Support during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 300 service requests closed with MyLife Advisors Service Center Support in a given month; 250 service requests closed within five (5) Business Days</p> <p>Resolution Timeliness = (250/300) x 100 = 83.0%</p>			



4. Benefit Services

A. Carrier Enrollment Processing

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) within 3 Business Days of ADP's completion of processing such file	Monthly	98.0%	Benefit Services <ul style="list-style-type: none">ADP Benefits Administration Services
<u>Calculation:</u> Carrier Enrollment Processing = $(A/B) \times 100$ Where: A = the number of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) by ADP within 3 Business Days of ADP's completion of processing such file during the Measurement Period B = the total number of benefit enrollment files provided to Client's insurance carrier(s) by ADP during the Measurement Period			
<u>Example:</u> Assume 500 benefit enrollment files filed by ADP in a given month; 498 such files filed within 3 Business Days Carrier Enrollment Processing = $(498/500) \times 100$ = 99.6%			