GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____

As between:

ADP, Inc.   -and-   **Augusta, Georgia**

(Referred to in this agreement as "ADP")   (Referred to in this agreement as "Client")
One ADP Boulevard   535 Telfair Street, Room 605
Roseland, NJ 07068   Augusta, GA 30901

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement.

- ADP Payroll Services – delivered via ADP Vantage HCM
- Benefit Services – delivered via ADP Vantage HCM
- ADP DataCloud
- Federated Single Sign-On
- Human Resource Administration Services – delivered via ADP Vantage HCM
- ADP Marketplace
- Mobile Solutions
- Talent Acquisition Solutions – delivered via ADP Vantage HCM
- Talent Management Solutions – delivered via ADP Vantage HCM
- ADP Time & Attendance Services (Workforce Manager) – delivered via ADP Vantage HCM
- ADP Compliance on Demand

ADP, Inc.   **Augusta-Richmond County**

_____   _____
Signature of Authorized Representative   Signature of Authorized Representative

_____   Garnett L. Johnson_____
Printed Name   Printed Name

_____   **Mayor**_____
Title   Title

_____   _____
Date   Date

Appendices

- Pricing and Financial Terms
- Data Privacy Appendix
- ADP Service Definitions
- Section 3 (Software and System Requirements) of RFP 23-160
- ADP's Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160
- Supplement to ADP's Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160
- Service Commitments
- Sample Implementation Schedule

Global Master Terms and Conditions

1. Definitions

1.1. ADP HCM Services.

1.1.1. **ADP Payroll Services**. Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.1.1. **ADP Employment Tax Services**. Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.

1.1.1.2. **Employment Verification Services**. Management of employment and income verification requests.

1.1.1.3. **Print and Online Statement Services**. Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.1.4. **ADP Wage Garnishment Payment Services**. Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

1.1.1.5. **ADP Wage Payment Services**. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case only to the extent the method of payment delivery is available and in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, Wisely Now Services and Pay Card Services.

1.1.1.6. **ADP Wage Payment Services – Electronic**. A wage payment compliance offering that assists an employer in achieving its goal of adopting a purely electronic payment solution.

1.1.1.7. **ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand will include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients ("Community" feature), (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

1.1.2. **Benefit Services**. Benefit-related services made up of the following:

1.1.2.1. **ADP Benefits Administration Services**. Administration of employee benefits, including the following to the extent in scope: calculating eligibility, managing the annual enrollment process, facilitating online enrollment and changes, calculating payroll deductions, providing data to carriers, and with licensed brokers as applicable, supporting employer-sponsored private exchange offerings and/or employer supplemental benefits.

1.1.2.2. **ADP Health Compliance Services**. A technology, software, and service solution to assist in managing the compliance needs related to the employer shared responsibility provisions of the Affordable Care Act (ACA), including eligibility calculations, affordability determinations, and regulatory management (provision of notices of coverage; management of exchange notices; preparation, delivery, and filing of annual IRS Forms 1094-C and 1095-C; preparation of state health coverage filings as specified by ADP; and penalty management).

1.1.3. **ADP DataCloud**. Provide tools to analyze and understand data.

1.1.3.1. **Analytics**. Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.

1.1.4. **Federated Single Sign On**. Provide federated single sign-on access from client's portal to ADP application(s).

1.1.5. **Human Resource Administration Services**. Administration of human resource functions using an integrated system to process and audit employee lifecycle events, provide compliance tracking and reporting including new hire reporting, and automate notification and approval processes via self service / direct access.

1.1.6. **ADP Marketplace**. Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).

1.1.7. **Mobile Solutions**. Provide ability for employees and managers to access mobile-relevant features related to certain ADP services (e.g., pay, time, directory, news, retirement, benefits, spending accounts, time off, paycard, and calendar) via smartphones and/or tablet devices.

1.1.8. **Talent Acquisition Solutions**. Talent acquisition solutions made up of the following:

1.1.8.1. **ADP Electronic I-9 Services**. Electronic I-9 administration services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.8.2. **ADP Recruiting Management Services**. Talent recruiting management technology, including talent acquisition and onboarding for exempt and non-exempt workforce.

1.1.9. **Talent Management Solutions**. Technology to facilitate the administration of talent management services, including:

1.1.9.1. **ADP Compensation Management**. Solutions and tools to administer the compensation planning process.

1.1.9.2. **ADP Learning Management**. Solutions and tools to facilitate the career and individual development of the workforce through formal and informal learning.

1.1.9.3. **ADP Performance Management**. Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.1.9.4. **ADP Succession Management**. Solutions and tools to facilitate organizational succession planning.

1.1.10. **ADP Time & Attendance Services**. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies. Additional options include solutions to assist with more advanced scheduling management, absence management, and activity tracking.

1.2. **General**

1.2.1. "**ADP**" has the meaning set forth on the cover page.

1.2.2. "**ADP Application Programs**" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3. "**ADPCheck**" means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4. "**ADPCheck Services**" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5. "**ADP Direct Deposit Services**" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6. "**ADP I-9 System**" means ADP's I-9 web based system.

1.2.7. "**Affiliate**" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.8. "**Agreement**" means this Global Master Services Agreement, consisting of the signature page(s), the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.9. "**Amendment**" means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.10. "**API**" means application programming interface.

1.2.11. "**Approved Country**" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. A list of Approved Countries for each Service is set forth in the Pricing and Financial Terms.

1.2.12. "**Biometric Data**" includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.13. "**Biometric Identifier**" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.14. "**Biometric Information**" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

1.2.15. "**Biometric Services**" means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.16. "**Biometric User**" means Client's employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.17. "**Business Day**" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.18. "**Cardholder**" means the Payees of Client who receive a Pay Card.

1.2.19. "**Client**" has the meaning set forth on the cover page.

1.2.20. "**Client ACA Liaison**" has the meaning set forth in Section 14.6.1.

1.2.21. "**Client Content**" means all information and materials provided by the Client Group, their agents or employees, regardless of form.

1.2.22. "**Client Group**" means Client and Client's Affiliates listed in in the Pricing and Financial Terms appendix who are authorized to receive the Services.

1.2.23. "**Confidential Information**" means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.24. "**Cost Reimbursement Fee**" means those amounts set forth in the Pricing and Financial Terms to be paid to ADP in the event Client terminates any Services prior to the expiration of the Initial Term, other than for material breach pursuant to Section 12.2.

1.2.25. "**Covered Services**" has the meaning set forth in Section 14.5.1.

1.2.26. "**Data Security Breach**" means any incident that impacts the confidentiality, integrity, or availability of Personal Data, such as unauthorized use or disclosure of Personal Data, or unauthorized access to Personal Data, that compromises the privacy or security of the Personal Data.

1.2.27. "**Documentation**" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.28. "**DHS**" means the U.S. Department of Homeland Security.

1.2.29. "**Effective Date**" has the meaning set forth on the cover page.

1.2.30. "**Electronic Check**" means the electronic check provided by ADP, when issued in connection with ADP Wage Payment Services - Electronic, that can be used as a self-issued standalone payroll check made payable for full net wages per the Employer Guidelines.

1.2.31. "**Employer Guidelines**" means the requirements and operating procedures which govern the provision and use of the ADP Wage Payment Services – Electronic set forth by ADP and subject to change from time to time and incorporated herein by reference.

1.2.32. "**ERISA**" means Employee Retirement Income Security Act of 1974, as amended.

1.2.33. "**E-Verify**" means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.34. "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.

1.2.35. "**Form I-9**" means the employment eligibility verification form issued by the DHS.

1.2.36. "**Global Master Terms and Conditions**" means the terms and conditions contained in the main body of this document following the signature page(s).

1.2.37. "**Go-Live Date**" means the date of commencement of the first "live" processing of a given Service.

1.2.38. "**Gross Negligence**" means (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention.

1.2.39. "**I-9 Handbook**" has the meaning set forth in Section 14.3.1.2.

1.2.40. "**I-9 Paper Conversion**" has the meaning set forth in Section 14.3.2.

1.2.41. "**Identifying Credentials**" has the meaning set forth in Section 14.5.1.

1.2.42. "**Identity Verification Documents**" means the documents that meet the federal requirements for verifying a Payee's identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver's license and birth certificate).

1.2.43. "**Implementation Services**" means the Services to be performed in order to commence ongoing Services.

1.2.44. "**Improvements**" has the meaning set forth in Section 5.4.

1.2.45. "**Initial Term**" has the meaning set forth in Section 12.1.

1.2.46. "**Intellectual Property Rights**" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.47. "**Internal Business Purposes**" means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.48. "**Issuing Bank**" means the financial institution selected by ADP that issues the Pay Card.

1.2.49. "**NACHA**" means the National Automated Clearing House Association.

1.2.50. "**Participants**" has the meaning set forth in Section 14.5.1.

1.2.51. "**Payee**" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.52. "**Payment Services**" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.53. "**Pay Card**" means the pre-paid card issued to Client's Payees for Permitted Payments.

1.2.54. "**Pay Card Services**" refers to ADP's payment of Client's Payees through a Pay Card issued by the Issuing Bank.

1.2.55. "**Permitted Payment**" means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.56. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.2.57. "**Plan**" means Client's plan, including a group health plan, as identified by Client for the applicable Services.

1.2.58. "**Plan Administrator**" means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.

1.2.59. "**Regulation E**" means the Federal Reserve Board, Regulation E (12 CFR 1005).

1.2.60. "**Renewal Term**" has the meaning set forth in Section 12.1.

1.2.61. "**SAML**" has the meaning set forth in Section 14.5.2.2.

1.2.62. "**Services**" means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), as may be further described in the Service Definition, if applicable, and such other services as the parties may agree to be performed from time to time.

1.2.63. "**SOC 1 Reports**" has the meaning set forth in Section 9.1.

1.2.64. "**Term**" means the Initial Term together with each Renewal Term, if any.

1.2.65. "**Time & Attendance Hardware**" means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

1.2.66. "**Transition Services**" has the meaning set forth in Section 13.1.

1.2.67. "**Unauthorized Third Party**" means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.68. "**USCIS**" has the meaning set forth in Section 14.3.1.2.

1.2.69. "**User**" means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

1.2.70. "**Verification Agent**" has the meaning set forth in Section 14.4.1.

1.2.71. "**Verification Data**" has the meaning set forth in Section 14.4.1.

1.2.72. "**Verifiers**" has the meaning set forth in Section 14.4.1.

1.2.73. "**Wisely Now**" means single-instance payment services provided through the electronically-funded, employer-authenticated paper check that Client may use to pay employee net wages and other compensation.

2. Provision and Use of Services

2.1. **Provision of Services**. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent, and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2. **Cooperation**. ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.

2.3. **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4. **Errors**. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5. **Records**. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3. Compliance

3.1. **Applicable Laws**. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2. **Design of the Services**. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of Implementation Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3.   Online Statements. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-Cwithout physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-Csatisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4.   Pay Card Services. Notwithstanding anything to the contrary in Section 3.2, ADP shall be responsible for compliance with requirements of Regulation E applicable to financial institutions with respect to prepaid card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documentation (including without limitation, Pay Card fee schedule and Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only on the Pay Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the Pay Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of Pay Cards).

3.5.   Data Privacy Appendix.   The Data Privacy Appendix is attached as an appendix to this Agreement.

4. Confidentiality

4.1.   General. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client Group's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client Group's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. If ADP agrees to a Client request to provide ADP Confidential Information to a third party vendor of Client, Client will cause such third party to (i) use at least the same degree of care, discretion and diligence in protecting the ADP Confidential Information as the third party is required to use with respect to Client Group's Confidential Information, but in any event no less than a reasonable standard of care in protecting the ADP Confidential Information; and (ii) use the ADP Confidential Information solely for providing services to Client for Client's internal operations. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2.   Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement,

such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5. Intellectual Property

5.1.   Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client retains ownership of all Client Content. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2.   ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Pricing and Financial Terms. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3.   Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4.   Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

5.5.   Third Party Software. Notwithstanding Sections 5.1 through 5.4, ADP Time & Attendance Services component of ADP Vantage HCM shall be subject to the additional licensing or access terms set forth at www.adp.com/wfmlicenseterms.

5.6.   ADP Application Program IP Infringement.   ADP will not provide Client Group with any Application Programs that when used in accordance with the terms of this Agreement infringe upon any Intellectual Property Rights of a third party in an Approved Country.

5.7.   Client Infringement Event. Client Group will not, nor will it direct any third-party on its behalf to, use or make any change or enhancement to the Services other than at the direction of, or as approved by, ADP. Client Group will use the most current release or version of any computer software programs included in the ADP Application Programs and use any corrections or enhancements provided by ADP to the ADP Application Programs.

5.8.   Provision of Client Content. Client Group will not provide ADP with Client Content which when used by ADP as contemplated by the Agreement gives rise to a cause of action against ADP.

6.   Reserved

7.   Limit on Liability

7.1.   Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, ADP's aggregate liability in any calendar year shall exceed an amount equal to 12 times the average ongoing monthly Services fees paid by Client during such calendar year for all Services (the "**Ordinary Cap**").

7.2.   Extraordinary Cap. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an amount equal to an additional 12 times the average ongoing monthly Services fees paid by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall ADP's aggregate liability in any calendar year under this Agreement exceed an amount equal to 24 times the average monthly ongoing Services fees paid by Client during such calendar year for all Services.

7.3.   Matters not Subject to the Cap. The foregoing limits on liability shall not apply to the following:

7.3.1.   Client's funding obligations in connection with the Payment Services;

7.3.2.   Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3.   In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4.   Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5.   The infringement indemnity set forth in Sections **Error! Reference source not found.**6.1 and **Error! Reference source not found.**6.2;

7.3.6.   Client's biometrics indemnity set forth in Section 14.10.2.2;

7.3.7.   Client's obligations to pay the fees for Services; and

7.3.8.   ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4.   Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5.   No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER

CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) gross negligence or willful, criminal or fraudulent misconduct, (ii) damages or losses resulting from Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8. **Warranties and Disclaimer**

   8.1. **Warranties**.

      8.1.1. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

      8.1.2. Client represents and warrants that it has received proper legislative authorization to enter into this Agreement and to receive the Services to be provided hereunder, at the prices set forth herein, by ADP.

      8.1.3. Client represents and warrants that the ADP Time & Attendance Services will only be used within the state of Georgia by citizens of the state of Georgia.

   8.2. **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9. **Security and Controls**

   9.1. **Service Organization Control Reports**. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

   9.2. **Business Continuity; Disaster Recovery**. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

   9.3. **Data Security**. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws.

In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4.   Unauthorized Third Party Access. Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10. Data Security Breach

10.1.   Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2.   Other ADP Obligations. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11. Payment Terms

11.1.   Client will pay to ADP the fees and other charges for the Services as set forth in the Pricing and Financial Terms.

12. Term; Termination; Suspension

12.1.   Term. In accordance with Georgia Law regarding multi-year contracts, the Initial Term of this Agreement shall begin on the Effective Date and shall continue through December 31st of the year of the date of execution (the "Initial Term"). The Agreement shall: (i) terminate absolutely and without further obligation on the part of parties (other than payment by Client to ADP for Services rendered prior to the termination) each and every December 31st at 11:59 pm, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Agreement; (ii) automatically renew on each January 1st at 12:00 am (each, a "Renewal Term"), unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely (other than the requirement of payment by Client to ADP for Services rendered prior to the termination), with no further renewals, on December 31, 2028, unless further extended by written amendment signed by the parties.

12.2.   Termination. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within 60 days following notice thereof. In addition: (i) ADP may terminate this Agreement or the affected Services in the event (a) Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due, (b) the provision of Services to Client causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates (such termination shall be effective immediately upon written notice); and (ii) Either party may terminate this Agreement or any Service for any reason for its convenience upon 180 days' notice to the other party and payment of the Cost Reimbursement Fee (if applicable) and Deferred Fee (if applicable), each as set forth in the Pricing and Financial Terms. Termination by either party will not affect any cause of action of either party against the other party then existing or

which may thereafter accrue.

12.3.   Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (**A**) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing and Financial Terms as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (**B**) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are suspended or terminated pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are suspended or terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee**,** which has not been paid or reimbursed by Client. If the Payment Services remain suspended for 30 days, the affected Payment Services shall be deemed terminated on the 31st day following suspension.

12.4.   Additional Termination Provisions.

12.4.1.   Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.4.2.   Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.4.3.   Additional Termination Provisions for ADP Health Compliance Services. Either party may, upon notice to the other, terminate all or any portion of the ADP Health Compliance Services if, in the case of ADP, ADP determines that it can no longer perform its obligations due to changes in or application of applicable law or if, in the case of Client, Client determines that it can no longer receive or have a need to receive all or a portion of the ADP Health Compliance Services due to changes in or application of applicable law.

12.4.4.   Additional Termination Provisions for Pay Card Services. In addition to any other terms and conditions of the Agreement, ADP may terminate the Pay Card Services as follows: (i) the Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any changes in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the Pay Card Services (or any feature thereof) in such jurisdiction; or (ii) the Issuing Bank cancels the Pay Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the Pay Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the Pay Card Services during such search for a successor Issuing Bank.

12.4.5. Additional Termination Provisions for ADP Time & Attendance Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

12.4.6. Additional Suspension for ADP Compliance on Demand. ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

13. Transition Services

13.1. Scope. Upon expiration or termination of the Services, subject to Sections 13.2 and 13.3, ADP shall provide Client and its designee(s) with reasonable transition services ("**Transition Services**") consisting of continuation of the terminated Services and, if requested by Client and mutually agreed by the parties in writing, any additional services (including technical assistance) that will be delivered at ADP's then prevailing rates. In connection with the Transition Services, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

13.2. Performance of Obligations. During the provision of Transition Services, ADP and Client shall continue to perform their respective obligations under this Agreement, including, with respect to ADP, the provision of ongoing Services to Client and with respect to Client, the payment of all fees for such Services specified in the Pricing and Financial Terms.

13.3. Past Due Amounts. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's provision of Transition Services will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any Transition Services.

14. Additional Terms

14.1. Benefit Services. The following additional terms and conditions apply to the Benefit Services:

14.1.1. Benefits Liaison. Client shall designate in writing to ADP one or more contacts for the Benefit Services ("**Client Benefits Liaison**"), and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

14.1.2. Compliance of Benefit Plans. Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.

14.1.3. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT

EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.2. **ADP Employment Tax Services**. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.2.1. **Important Tax Information (IRS Disclosure) for U.S. Only**. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.3. **ADP Electronic I-9 Services**. The following additional terms and conditions apply to the ADP Electronic I-9 Services.

14.3.1. **Use of Services**. Client shall, and cause the members of the Client Group, receiving the ADP Electronic I-9 Services to do the following:

14.3.1.1. Review and comply with the guidelines contained in ADP's I-9 Client Administrator's Guide, available to Client on the ADP I-9 System, and any superseding guidelines issued by ADP from time to time.

14.3.1.2. Review the U.S. Citizenship and Immigration Services ("**USCIS**") Form I-9, including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "**I-9 Handbook**"), each of which is available on the USCIS website, currently located at http://www.uscis.gov/i-9central. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.3.1.3. Client is responsible for reviewing reports available to Client on the ADP I-9 System and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Form I-9s. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.3.1.4. To the extent Client has not provided to ADP the minimally required employee data for the ADP Electronic I-9 Services through an integration with ADP or another third party product, load such data to the ADP I-9 System on no less than a monthly basis.

14.3.1.5. If Client elects to enroll in E-Verify through ADP:

14.3.1.5.1. Notify ADP (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.3.1.5.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.3.1.5.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the ADP I-9 System.

14.3.1.5.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 14.3.1.5.

14.3.1.5.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.3.1.5.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.3.2. I-9 Paper Conversion. If Client requests ADP to convert paper Form I-9s and files to electronic format (the "**I-9 Paper Conversion**"), Client shall provide to ADP legible and readable photocopies of the completed paper Form I-9s and ADP will scan such forms into the ADP I-9 System. Once ADP verifies that the photocopied Forms I-9s are entered into the ADP I-9 System, ADP will destroy such forms. Client understands and agrees that ADP is not responsible for storing or maintaining any original paper Form I-9s. Client further understands and agrees the I-9 Paper Conversion is not a part of and shall not be included in any implementation/set up services.

14.3.3. Form I-9 Retention. During the term of the Agreement, and subject to Client's compliance with Section 14.3.1.4, ADP will store electronic copies of Form I-9s in the ADP I-9 System for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, (i) ADP shall use commercially reasonable methods to transfer all electronically stored Form I-9s to Client in accordance with ADP's current security policies; and (ii) Client shall arrange to retrieve, at Client's expense, any original paper Form I-9s in ADP's possession. If Client has not retrieved such original paper Form I-9s within 90 days after termination or expiration of this Agreement, ADP shall have no obligation to retain any such paper Form I-9s further and may destroy such original paper Form I-9s in its possession after such 90 day period.

14.4. Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.4.1. Employment Verification Services. Client authorizes ADP and its subcontractors through which Employment Verification Services are performed ("**Verification Agents**") to disclose, on Client's behalf, employment, job and income information and Personal Data ("**Verification Data**"), to commercial, private, non-profit and governmental entities and their agents (collectively, "**Verifiers**"), who wish to obtain or verify any of Client's current or former employees and independent contractors' Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the individual's consent to such disclosure or who utilize a salary key ("Employment Verification Services"). In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the individual has applied for a benefit (such as credit, employment or social services assistance); (ii) the individual has obtained a benefit and the Verifier is seeking to (a) determine whether the individual is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the individual in connection with the benefit; or (c) the Verifier is otherwise entitled under FCRA to obtain Verification Data. In certifying they have a record of the individual's consent, Verifiers generally rely on the individual's signature on the original application as authorization for the Verifier to access the individual's

income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.4.1.1.   Data Quality.   If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update its system with the applicable Verification Data available on ADP's payroll processing system.

14.4.1.2.   Notice to Furnishers of Information: Obligations of Furnishers of Information ("**Notice to Furnishers**"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: https://www.consumerfinance.gov/rules-policy/regulations/1022/m/. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.4.1.3.   Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of these Employment Verification Services, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's current and former employees and independent contractors and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.4.2.   Employee Authorized Disclosure. ADP may use or disclose Personal Data of a Client's current or former employee or independent contractor where such individual requests or consents to such use or disclosure (e.g., to verify the individual's identity in connection with a bank account application) ("Employee Authorized Disclosures").

14.4.3.   Continuation of Services. Client understands and agrees that Verification Data and/or Personal Data provided by Client or its vendors in connection with the Services may be used, subject to the terms and conditions of this, Section 14.4 to provide Employment Verification Services and, at the individual's request, Authorized Disclosures after this Agreement expires or is terminated.

14.5.   Federated Single Sign On. The following additional terms and conditions apply to Single Sign On:

14.5.1.   Services Covered by Federated Single Sign On. ADP will provide Client with federated single sign on capabilities ("**FSSO**") that will allow Client to internally control the identity management and procedures with respect to end user provisioning/de-provisioning, authenticating, authorizing and enabling its designated employees ("**Participants**") to access certain Services that involve electronic communication between ADP and designated employees of Client via internet or similar computerized means (the "**Covered Services**") without utilizing ADP's identity management system and procedures. ADP shall accept the credentials (as more fully described below, the "**Identifying Credentials**") of each Participant as accurately identifying the Participant and then provide the latter with access to the Covered Services.

14.5.2.   Authentication/Authorization.

**14.5.2.1.   **Client shall be responsible for the establishment, implementation and oversight of the rules, requirements and procedures relating to the provisioning, de-provisioning, distribution, selection, use and safeguarding of the Identifying Credentials (such as the user ID and passwords) and for the verification of the identity of each Participant and its respective level of access authorization for each Covered Service. Client shall utilize at least 'standard industry practices' in regards to password policies, user provisioning and de-provisioning, and the creation of persistent, unique and static user ID's, and therefore ADP shall not have any responsibility to

authenticate Participants or otherwise verify their identity or authorized access levels (but ADP shall nonetheless retain the right to reject assertions as provided in the following paragraph).

14.5.2.2. The FSSO shall utilize "Security Assertion Mark-up Language" ("**SAML**") or Open ID Connect (OIDC) and the processes required thereby, or any other method mutually agreed by the parties in writing. Client is responsible for procuring at its expense all hardware and software necessary to utilize the FSSO. The assertion exchange between Client and ADP will be performed through the use of industry accepted encryption for public networks for internet based communication encryption. ADP reserves the right to further the security of the assertions through the use of such technologies that support digital signing. Client shall digitally sign the assertion being provided to ADP. ADP shall provide Client with the information to be collected, transmitted and validated as part of the assertion messages under the FSSO. ADP reserves the right to reject any such assertions based upon the contents of such assertions or upon any applicable ADP policies or access controls.

14.5.2.3. Client administrators may be required to register with ADP's identity management services in order to access administrative functionality.

14.5.2.4. Upon request, Client can configure ADP FSSO in a third party identity provider (the "**IDP**"). Client shall ensure that the IDP adheres to all FUI Features documented herein and ADP policies and procedures, and will be fully responsible for any actions or activities by or relating to such IDP. Client will ensure that such IDP cooperates fully with any requests by ADP in connection with such review. ADP may, in its sole discretion, review or reject use by Client of any IDP or any assertions provided by such IDP at any time.

14.5.3. Implementation.

14.5.3.1. ADP and Client shall work with each other in order to coordinate the testing and implementation of the FSSO, including any required idle timeout, account linking, session management, global logout techniques, as well as end-user support process. The Client end-user support shall act on behalf of the Participants to investigate and answer any inquiries which may result from, relate to or be affected by the implementation or utilization of the FSSO.

14.5.3.2. Client shall provide reasonable cooperation to assist with any additional network security features reasonably determined by ADP to be necessary to enhance the FSSO.

14.5.3.3. Client shall promptly notify ADP of any security breach of the Client's internal system which provisions and/or stores the Participants credentials to access the Covered Services through the FSSO. To the extent permitted by applicable law, Client shall keep appropriate access logs for at least six months from each access and provide any such relevant extracts of log data to ADP in the event of a security incident. Furthermore, Client shall cooperate with ADP in addressing any security breaches and or emergencies as reasonably requested by ADP.

14.5.4. Transition. In the event of termination of the FSSO in accordance with Section 12.2, ADP shall use reasonable efforts, in cooperation with Client, to convert the provision of the then continuing Covered Services to ADP's standard security authentication systems, but ADP shall not be responsible for any consequences or damages to Client resulting from unavailability of the Covered Services to Client or Participants while such reasonable efforts are being made by ADP.

14.6. ADP Health Compliance Services. The following additional terms and conditions apply to the ADP Health Compliance Services.

14.6.1. Client ACA Liaison. Client shall designate in writing to ADP the name of at least one person who shall serve as ADP's principal designated contact for the ADP Health Compliance Services (the "**Client ACA Liaison**"). The Client ACA Liaison(s) shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the

Agreement in connection with the ADP Health Compliance Services. Client shall designate alternate Client ACA Liaisons in the event the principal Client ACA Liaison(s) is not available.

14.6.2.   Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ADP HEALTH COMPLIANCE SERVICES, THE APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.6.3.   Client Vendors. Client will at its own cost cause its third party vendors to send data to and receive data from ADP as required for ADP to provide the ADP Health Compliance Services. Client shall reimburse ADP for any costs relating to transmissions of data from and/or to such third party vendors.

14.6.4.   Important Tax Information (IRS Disclosure): Notwithstanding Client's engagement of ADP to provide the ADP Health Compliance Services, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.6.5.   Additional Requirements. ADP may modify the ADP Health Compliance Services to assist ADP in complying with its obligations.

14.7.   ADP Marketplace and use of APIs.

14.7.1.   Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.7.2.   Transmitting Information to Third Parties. In the event that Client elects to use an application programming interface ("**API**") to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.7.3.   Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or

other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.8.   Payment Services. The following additional terms and conditions apply to the Payment Services:

14.8.1.   Client Credentialing. Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.8.2.   Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.8.3.   Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.8.4.   Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.8.5.   Recovery of Funds; Manual Checks; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.9.   ADP Recruiting Management Services. The following additional terms and conditions apply to the ADP Recruiting Management Services:

14.9.1.   Hiring Practices. Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.

14.9.2.   Vendors. Client shall be exclusively responsible all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.

14.10. ADP Time & Attendance Services. The following additional terms and conditions apply to the ADP

Time & Attendance Services:

14.10.1. Time & Attendance Hardware.

14.10.1.1.   If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.10.1.2.   Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

14.10.2. Biometric Services. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this Section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.10.2.1.   **Requirements for Receipt of Biometric Services**. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.10.2.1.1.   **Client Biometric Information Policy**. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.10.2.1.1.1.   a retention schedule and guidelines for permanently destroying Biometric Data;

14.10.2.1.1.2.   a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.10.2.1.1.3.   any additional requirements as required by potentially applicable law.

14.10.2.1.2.   **Biometric User Notice and Consent**. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.10.2.1.2.1.   notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and

attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.10.2.1.2.2.   obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.10.2.1.2.3.   if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.10.2.1.3.   **Retention and Purging of Biometric Data**. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.10.2.1.4.   **Storage of Biometric Data in Timeclocks**. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.10.2.2.   Reserved.

14.10.2.3.   **Third Party Beneficiary**. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.11.   **ADP Wage Garnishment Payment Services**. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.11.1. **Description of Services**. ADP will act solely in the capacity of a third party service provider of payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow, and/or documents, including documents populated with Client Content, for Client's use and ADP shall not be responsible for compliance of such documents. The ADP Wage Garnishment Payment 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.

14.11.2. **Client's Use of Services**. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.12.   **ADP Wage Payment Services** . The following additional terms and conditions apply to ADP Wage Payment Services:

14.12.1. **ADPCheck Services**. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an

ADP bank account, to request a stop payment, Client shall request such stop payment within the ADP system, and ADP shall place a stop payment order in accordance with its standard operating procedures.

14.12.2. Pay Card Services. To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

14.12.2.1. Cardholder Set-Up. Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall provide the appropriate card kit to Payees (i.e., payroll card kit for employees paid wages, commissions, or similar compensation and non-employee card kits for independent contractors). Further, Client shall obtain all necessary consents of each Payee (including those switching from another paycard program) included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its Pay Card and (ii) participate in the Pay Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete.

14.12.2.2. Prior to set-up of any Payee on the Cardholder database and distribution of a Pay Card to the Payee, Client will verify the Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide a Pay Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied Pay Card Services for several reasons, including failure to validate the personal information of the Payee. For each Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Documents; or (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and if applicable, the document's identification number, place of issuance and issuance and expiration date, provided Client will preserve a copy of all Identity Verification Documents for Payees who are form 1099 independent contractors. Client shall retain such documentation during the time that such Payee is a Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's Pay Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

14.12.2.3. Enrolling Employees for Cards. Prior to providing Payee's information to ADP to issue a permanent Pay Card or Client enrolling a Payee for an instant issue Pay Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: "**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT**. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank.

Prior to or in conjunction with distributing a Pay Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/DDA) number to any Payee and shall always direct Payees to the Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the Cardholder Terms and Conditions, and the Pay Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions. Client will provide Cardholders with any other information and materials regarding the Pay Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each Cardholder's

Pay Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client. Wages loaded to a Pay Card do not expire.

14.12.2.4. Pay Card Status, Services and Communications. Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Pay Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the Pay Card. Client will direct Cardholders to ADP's Cardholder services with respect to any Card inquiries, to resolve all disputes regarding their Pay Card and to report any lost or stolen Pay Cards, provided Client will resolve disputes by Cardholders regarding amounts credited or debited to the Pay Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any Cardholder transaction information and that it has no right to draw back any amounts funded to the Pay Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy notice, ADP may provide certain Cardholder transaction information to Client. Cardholders may receive notices, mailings and other communications related to the Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.

14.12.2.5. Issuing Bank. All Pay Cards issued to Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's Cardholder Terms and Conditions. The Pay Card Services may be modified as required by the Issuing Bank and as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.

14.12.2.6. Cardholder Fees. Client acknowledges that separate fees as set forth on the fee schedule provided in the card kit prior to activation of the Pay Card will be applied to the Pay Card and are the responsibility of the Cardholder. Such Cardholder fees are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Pay Cards.

14.12.2.7. Information Requests. Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the Pay Card Services and Client's performance of its obligations with respect thereto.

14.12.2.8. Third Party Beneficiary. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that the Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement, but solely as it relates to the Pay Card Services, and is entitled to enforce each of the applicable provisions against Client as well as the limit on liability provisions of Section 7 of the Global Master Terms and Conditions, including in equity and in law, as if it or they were a party hereto.

14.12.3. Wisely Now Services. Client will be responsible for securing any Wisely Now check stock provided by ADP to prevent unauthorized access or use. Each Wisely Now payment can only be utilized for payments up to a maximum of $10,000, and ADP reserves the right to adjust this maximum amount.

14.12.3.1. Payee Set-Up. Client is responsible for setting up Client's work locations to ensure that the appropriate Wisely Now checks are available to Client. Client shall set-up each Payee as a Wisely Now Payee in the administrative tool provided by ADP at the applicable work location for such Payee and provide the required Payee information. Client shall set up such Payee each time Client issues a Wisely Now payment to such Payee.

14.12.3.2. Client Obligations. Client shall only use Wisely Now Services to pay net wages or other compensation to Client's employees. Client shall only use Wisely Now check stock specifically designated for the Wisely Now services. Client is also responsible for any damages related to any theft or misappropriation of any Wisely Now check, including by Client, its employees or payees.

14.12.3.3. Use of Services. Client shall fully administer the Wisely Now services in accordance with ADP instructions and timelines, including full completion of Wisely Now check and detachment of the top portion of the Wisely Now check before providing such check to any Payee.

14.12.3.4. Stop Payment. To request a stop payment on a Wisely Now check, Client shall provide ADP with a stop payment order in the form and manner directed by ADP, and ADP shall place a stop payment order or reversal in accordance with its standard operating procedures. Client acknowledges that a stop payment order doesn't guarantee that the check won't be negotiated by the Payee, and as such, Client agrees that it will remain responsible for any use.

14.13.   ADP Wage Payment Services – Electronic. In addition to the terms and conditions applicable to ADP Wage Payment Services, the following terms and conditions apply to ADP Wage Payment Services – Electronic:

14.13.1. Use of Services. Client will implement and utilize the ADP Wage Payment Services – Electronic as directed by ADP and/or the Issuing Bank. Client shall comply with the requirements set forth in the Employer Guidelines and shall be responsible for all choices it makes in implementing the ADP Wage Payment Services – Electronic as directed in the Employer Guidelines. Those Payees who do not choose the Pay Card or direct deposit will be required to receive their Permitted Payments via the Electronic Check.

14.13.2. Welcome Kit Distribution, Electronic Check and Safekeeping.

14.13.2.1. For Payees who do not choose direct deposit, Client shall provide such Payees with a complete welcome kit which includes the Electronic Check, Pay Card, Card Fee Schedule, Cardholder Terms and Conditions and Privacy Notice. To the extent received, Client will be responsible for securing all Electronic Checks to prevent unauthorized access or use.

14.13.2.2. The Electronic Check can only be utilized for payments up to a maximum of $2,500 and ADP reserves the right to adjust this maximum amount. Client will set up locations and individual Payees receiving Electronic Checks within the administration tool based on Payee work site states to ensure that welcome kits with appropriate Electronic Checks are available at employee work sites. Client is responsible for any theft or misappropriation of any Electronic Check prior to a valid and authorized issuance and distribution to a Payee and for any amount paid on an Electronic Check in excess of the amount Client was obligated to pay Payee who utilized the Electronic Check.

14.14.   ADP Compliance On Demand

14.14.1. Compliance Assistance. Client will have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for 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 between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

15. Miscellaneous

15.1.   Amendment. Except as set forth in the Change Control Procedures set forth in the Pricing and Financial Terms, this Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client. ADP acknowledges that this Agreement and any changes to it by amendment, modification, change order, or other similar document may have required or may require the legislative authorization of Client's Board of Commissioners and approval of the Mayor. Under Georgia law, ADP is deemed to possess knowledge concerning Client's ability to assume contractual obligations and the

consequences of ADP's provision of goods or services to Client under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ADP may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ADP agrees that if it provides goods or services to Client under a contract that has not received proper legislative authorization or if ADP provides goods or services to Client in excess of the any contractually authorized goods or services, as required by Client's Charter and Code, Client may withhold payment for any unauthorized goods or services provided by ADP. ADP assumes all risk of non-payment for the provision of any unauthorized goods or services to Client, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Client, however characterized, including, without limitation, all remedies at law or equity.

15.2.   Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3.   Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4.   Subcontracting. Notwithstanding Section 15.2~~15.2~~, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5.   Entire Agreement; Conflict of Terms. This Agreement, including the attachments hereto, constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. These Global Master Terms and Conditions will prevail and control in the case of conflict or inconsistency between these Global Master Terms and Conditions and any exhibit, annex, appendix or schedule. Additionally, in the event of a conflict or inconsistency between the ADP Service Definitions, Section 3 (Software and System Requirements) of RFP 23-160 and ADP's Response to Section 3 (Software and System Requirements) of RFP 23-160, as supplemented, the ADP Service Definitions will control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6.   No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees (in their individual capacities), Users and any administrative authorities).

15.7.   Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, epidemics, pandemics, court order, labor disputes or disturbances, local, state or federally declared states of emergency, governmental regulations, communication or utility failures or other cause

beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8. Georgia Open Records Act. This Agreement, any attached documents, and/or any documents related to the performance of ADP's services under this Agreement may be subject to disclosure under the Georgia Open Records Act. (O.C.G.A. § 50-18-72). Should ADP desire to protect its Confidential Information, the Georgia Open Records Act requires that ADP mark such documentation as "confidential" and submit an affidavit with said documentation attesting to the confidential/trade secret/intellectual property rights within the documents.

15.9. Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.10. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.11. Severability. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.12. Relationship of the Parties. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.13. Governing Law. This Agreement is governed by the laws of the State of Georgia without giving effect to its conflict of law provisions.

15.14. Communications to U.S. Based Employees. Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly to such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.

15.15. Jurisdiction. Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of Richmond County, Georgia. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of Richmond County, Georgia and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY. In the event of any lawsuit between ADP and Client arising out, related to, or in connection with a party's performance under this Agreement, each party shall be responsible for its own costs and attorneys' fees.

15.16. Counterparts. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.17. Notices. All notices, demands, requests, instructions, approvals, and claims required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording the delivery, if sent via an internationally

recognized overnight courier service with signature notification requested to Client and ADP at the following addresses or any other such address as a party may identify in writing from time to time. The Parties may communicate via email and the applicable ADP Application Programs with respect to routine business and/or technical matters.

ADP:

ADP, Inc., 5800 Windward Parkway, Alpharetta, Georgia 30005, Attn: Legal Department. A copy (which shall not constitute notice) shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel.

Client:

Management Point-of-Contact at Augusta, Georgia, 535 Telfair Street, Building 2000, Augusta, Georgia 30901, Attention: Reggie Horne or IT Dept. Contact. A copy (which shall not constitute notice) shall be sent to Augusta, Georgia at 535 Telfair Street, Building 3000, Augusta, Georgia 30901, Attention: General Counsel.

15.18.   Survival. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

15.19.   ADP Insurance

15.19.1.   During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:

15.19.1.1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.

15.19.1.2. Employer's Liability coverage with a minimum limit of $500,000 for bodily injury by accident or disease.

15.19.1.3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars ($1,000,000) per occurrence for bodily injury/property damage and one million dollars ($1,000,000) for personal injury and products/completed operations.

15.19.1.4. Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars ($1,000,000) for bodily injury and property damage.

15.19.1.5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars ($2,000,000) coverage in excess of the coverage as set forth in items 15.18.1.2, 15.18.1. 3, and 15.18.1.4 above.

15.19.1.6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars ($10,000,000).

15.19.1.7. Errors & Omissions coverage (including Cyber Liability) in the amount of ten million dollars ($10,000,000).

15.19.2.   Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

15.19.3.   ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, ADP will use reasonable efforts to give thirty days' notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

15.19.4.   Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time.

15.19.5.   This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Laws; and (c) the Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Laws; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been anonymized, which means it cannot be used to identify an individual, directly or indirectly, through any reasonably available means, or de-identified.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected. ADP will establish appropriate safeguards with ADP Subprocessors and Third Party Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at https://adp4me.adp.com/. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Laws.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, including transfer impact assessments and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP

shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,

(b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. The Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

PART II – GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or

"GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf, governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which the Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

Pricing and Financial Terms

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).

One-time Implementation Fees	One-time Cost
INCLUDES:	$149,875.00
ADP Vantage HCM	
New Hire Reporting	
ADP Electronic I-9 Services	
Employee Self-Service	
Manager Self-Service	
iPay, iReports, iArchive	
ADP DataCloud Analytics	
ADP Onboarding	
ADP Marketplace (APIs)	
ADP Wage Payment Services	
ADP Print and Online Statement Services	
ADP Wage Garnishment Payment Services	
ADP Employment Tax Services	
Employment Verification Services	
Social Service Verifications	
ADP Workforce Manager	
Hourly Timekeeping	
Salary Timekeeping	
Absence Management	
Analytics	
Compliance on Demand	
Benefits Services	
ADP Benefits Administration Services	
Employee Decision Support Tools	
ADP Health Compliance Services	
ADP Health Compliance	
ADP Recruiting Management Services	
Talent Management Solutions	
ADP Performance Management	
ADP Compensation Management	
ADP Succession Management	
ADP Learning Management System	
Application/Hosting Services	
Hosting Facility & Services	

General Services	
Federated Single Sign-On	
Employee Job and Check History - 3 years	
Total One-Time Implementation Fees	**$149,875.00**

- Pricing does not include travel and related expenses, any such expenses will be billed as incurred.

Ongoing Services Fees	Per Employee Per Month (PEPM)
INCLUDES:	$15.64
ADP Vantage HCM	
New Hire Reporting	
ADP Electronic I-9 Services	
Employee Self-Service	
Manager Self-Service	
iPay, iReports, iArchive	
ADP Datacloud Analytics	
New Hire Onboarding	
ADP Marketplace (APIs)	
Payroll Services	
ADP Wage Payment Services	
ADP Print and Online Statement Services	
ADP Wage Garnishment Payment Services	
ADP Employment Tax Services	
Employment Verification Services	
Social Service Verifications	
Benefits Services	
ADP Benefits Administration Services	
Employee Decision Support Tools	
ADP Health Compliance Services	
ADP Health Compliance	
ADP Recruiting Management Services	
Talent Management Solutions	
ADP Performance Management	
ADP Compensation Management	
ADP Succession Management	
Application/Hosting Services	
Hosting Facility & Services	
General Services	
Federation Single Sign-On	
Total Ongoing Services Fees	**$15.64**

- Pricing assumes 2,800 paid employees and 0 unpaid employees. Notwithstanding anything to the contrary in this Agreement, all fees will be based on a minimum of 1,960 employees per month, and Client shall pay such minimum fee should the Client's actual usage decreases below such minimum. For the purpose of invoicing, employee counts (actual or minimum) are defined as employees in active status.

If applicable, items not included in the PEPM are stated below:

Ongoing Services Fees	Units	Rate per Unit	Frequency	Based on
Payroll Services				
W-2s	3,700	$2.50	per W-2	
ADP Workforce Manager				
Hourly Timekeeping	2,600	$5.85	PEPM	
Salary Timekeeping	200	$5.85	PEPM	
Absence Management	2,800	$1.65	PEPM	Includes Attendance, Accruals and Leaves
Analytics	2,800	$0.00	PEPM	
Compliance on Demand	2,800	$0.00	PEPM	
Subscription Timeclocks, Maintenance for Purchased Clocks				
InTouch Terminal Barcode Reader	67	$161.99	per each per month	
InTouch QuickPunch	9	$44.17	per each per month	
Talent Management Solutions				
ADP Learning Management System	2,800	$1.04	Per user per month	Minimum of 2,800 users per month

- ADP will continue to charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.

II. Additional Services

Subject to Section IV (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees are based on the scope of work outlined and will be charged at the applicable rates as they occur.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Hosting Services					
Hosting	Additional Client Requested Databases - Temporary or Permanent	0	$2,500.00	Month	- Per database per month (excluding the one (1) production and one (1) testing instance included in base hosting fee)
ADP Payroll Services					
Pays/Distribution	Adjustment Payrolls	0	$100.00	Per processing	- $100.00 per processing
	ADPCheck Early Check Cashing Fee	0	$35.00	Per transaction	
	Direct Mail Services	0	First Class Postage Plus $0.15	Per Item	- Per item mailed
	Wire Fees	0	$35.00	Per wire	Applies to Client requested: - Reverse wire - Direct wire
	Stop Payments, Void, Cancelled Check or Direct Deposits	0	$25.00	Per occurrence	
	Wisely Now Check Stop Payment	0	$10.00	Per transaction	
ADP Employment Tax Services					
State/Local Fees	Tax Jurisdictions in Applied For Status	0	$150.00	Per occurrence	- Per state per month
	Tax Registration Services	0	$150.00	Per transaction	- Per Tax ID Applied For
Amendments	Amended Return	0	$250.00	Per occurrence	- Applies to all Federal, State, Local, SIT, SUI returns - prepared by Client
SSN Changes	Social Security Number Change	0	$100.00	Per occurrence	- Applies to SUI, State Recon, Local Recon
Exceptions	Exception Return	0	$200.00		Applies to: - Federal 941, 942, 944, 945, 1086, W-3C - FUTA, SIT and SUI - CA - NJ SIT/SUI - State Recon and State 1096 - Local, Local Recon and Local 1096
	Re-close Fee	0	$50.00	Per occurrence	

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADP Recruiting Management Services					
System Configuration	Additional languages (currently supported by ADP)	0	$2,500.00	Per each	- One-time fees: $2,500 per ADP Supported language beyond English. Fees based on client provided translations. If additional translation service is needed, fees are pass through. If changes required after initial setup, additional fees may apply.
	Addl languages not currently support by ADP	0	$3,500.00	Per each	- Support in English included - Contact your Client Service Rep regarding additional languages supported by ADP
	Primary discrete applicant workflows	4	$3,000.00	Per additional workflow	- Basic workflows included. If various countries or complex workflows required, check with your service representative for project scoping.
	Mobile Text Service				- Text Messaging Included
Advisory Services					
SAS	Strategic Advisory Services	0	Included	N/A	The SAS team provides organizations with insight, actionable ideas and value-added support to help clients with their Human Capital Management (HCM) strategy. This is a complimentary offering available to our National Account Services clients in the following areas: - Change management and communications strategy - Compliance and regulatory affairs - Global payroll and service delivery - HCM Strategy - Talent management strategy
ADP Electronic I-9 Services					
Populations	Manual I-9 Transactions	0	$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
	Federal I-9 Retro/Conversion Forms Processing	0	$7.50	per form	- Completed Section 1; Section 2 (Scan, Verify, report and store paper I-9s electronically (per employee)
	I-9 and Federal Retro/Conversion Section 3 Forms Processing	0	$1.00	per form	- Name Change, RE-Hire or Updating Expired Documents
	I-9 and Federal Retro/Conversion Documentation Fee	0	$1.00	per page	- Attachments over 2 charged at $1.00 per page

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 Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
Implementation Services				
Data Conversion	Data Conversion Sources	2	Included	- Electronic files will be provided to ADP based on ADP's required file formats and mapping legends - ADP will complete conversion of employee level indicative data and QTD and YTD accumulator balances (if applicable) for testing and Go Live - Client will be required to complete dual maintenance after final conversion through Go Live
	Payroll Data Mapping	2	Included	- Mapping support will be provided by ADP
	Employee Job and Check History	3	Included	- Based on 3 years and one source for each type of history - History conversion must be part of the initial configuration - Conversion of additional years beyond 3 or as Phase II will incur additional charges
	Tax Conversion Sources	1	Included	- Tax conversion included for current year - Client to provide company and employee Controls Totals for taxes and taxables by Federal Employer Identification Number (EIN) jurisdiction for federal, state, and applicable local taxes
	Balance Conversion Sources	1	Included	- Included only for mid-year start (other than January 1) - Client to provide employee level balances and control totals in ADP-defined format
	Core Benefit Election Data Conversion Sources	1	Included	- Provided by Client in standard ADP format
	Core Benefit Dependent Data Conversion Sources	1	Included	- Provided by Client in standard ADP format
	Historical I-9 Form Conversion	0	Not Included	- Completed Section 1; Section 2 (Scan, Verify, report and store paper I-9s electronically (per employee)
System Configuration	Payroll	Included	Included	- Assumes defined pay practices, no significant changes during implementation of pay practices and policies

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
	Payroll - Development of TLM and Other Paydata Files	Not Included	Not Included	- Client (or Client's vendor) is responsible for developing any External Paydata Input (EPIP) file(s), in ADP's format, for any time and labor data collection for non-ADP systems (e.g., hours and earnings from third party source)
Validation	Testing - Test Files	2	Included	- Client will perform testing based on the standard ADP methodology - Tests assume end-to-end testing of entire populations, processes and interfaces - Client will be responsible for data integrity and will perform data cleansing prior to each conversion with a final signoff procedure before Go Live
General Ledger	GL Charts of Account	1	Included	
ADP Payroll Services				
Populations	Annual Checks	74,256	Included	- Assumes 74,256 annual checks
	Pay Frequencies	1	Included	- Includes up to 1 pay frequency(ies)
	Employees Paid Weekly	0	Included	- Assumes processing for up to 0 employees paid weekly
	Employees Paid Bi-Weekly	2,800	Included	- Assumes processing for up to 2,800 employees paid bi-weekly but allows for up to 28 regular payrolls per year
	Employees Paid Semi-Monthly	0	Included	- Assumes processing for up to 0 employees paid semi-monthly
	Employees Paid Monthly	0	Included	- Assumes processing for up to 0 employees paid monthly
	Extra Payroll Contingency	As needed	Included	Up to 6 election worker payrolls per year. Average 350-600 paid. No timekeeping involved.
Client Practitioners	Client Named Contacts	6	Included	- Includes up to 6 Client Named Contacts who may contact the ADP Support Team (2 HR, 2 IT, 2 Finance/Payroll)
Pays/ Distribution	Off-cycle Checks	1,456	Included	- Assumes 1,456 off-cycle checks annually
Garnishments	Payments	3,713	Included	- Assumes 3,713 payments annually
Paycards	Wage Payment Services - Pay Cards	20	Included	
ADP Workforce Manager				
	Hourly Timekeeping Users	2,600	Included	
	Salaried Timekeeping Users	200	Included	
	Absence Management Users	2,800	Included	
	Analytics	2,800	Included	
	Compliance on Demand	2,800	Included	

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
ADP Benefits Administration Services				
Populations	Benefit Eligible Employees	2,800	Included	- Assumes 2,800 benefit eligible employees
	Benefit Eligible Retirees	N/A	Not Included	- Assumes N/A benefit eligible retirees
	Turnover	10%	Included	- Assumes 10% benefit eligible employee turnover
System Configuration	Form Stored in Document Library	up to 50	Included	- Includes up to 50 documents and forms
	Unique Waiting Periods & Rates	15	Included	- Includes up to 15 combinations of unique waiting periods and/or rates
	Plan Types	18	Included	- Includes up to 18 plan types set up as pre-tax or post-tax
	Plan Options (e.g., medical, dental, vision)	45	Included	- 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
	Retiree Administration	Not Included	Not Included	
	Benefit Eligibility Groups	15	Included	- Each active; Does not include set up hours for any additional benefits, offerings or rate structures that these groups may bring
	Health Care Plans - Including Imputed Income	5	Included	
	Non-Health Care Plans	10	Included	- Life, ADD, etc.
Interfaces / Data Export	Non-ADP FSA interface	1	Included	
	Non-ADP COBRA interface	1	Included	
	Non-Health Care Interfaces	N/A	Included	
ACA	Affordable Care Act (ACA) Output File	N/A	Not Included	- ADP will provide Client with an output file in standard ADP format for reporting of benefits data elements required for annual filing.
Other	Annual Enrollment Windows	1	Included	
ADP Health Compliance Services				
Populations	Total Employees	2,800	Included	- Includes Employees in Active or Leave of Absence status
	Benefit Eligible Employees	2,800	Included	
System Configuration	ADP Health Compliance	Included	Included	- Includes eligibility calculation, affordability determination, notices of coverage, annual IRS Forms 1094-C and 1095C, exchange notice management, and penalty management
ADP Talent Management Solutions				

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
Populations	Performance Management	2,800	Included	- Performance Management includes the following: - Performance Consultation and Administrator Training - QA Support - 1 Cycle of UAT
	Compensation Management	2,800	Included	- Compensation Management includes the following - QA Support - 1 Cycle of UAT
	Succession Management	2,800	Included	- Assumes 2,800 supported employees
	ADP Learning Management System	2,800	Included	- Assumes 2,800 supported employees
System Configuration	Performance Plan	2	Included	- Performance Management will be configured to support up to 2 Performance Plans
	Succession Plans	1	Included	- Succession Management will be configured to support up to 1 succession plan
	Compensation Plan	1	Included	- Compensation Management will be configured to support up to 1 Compensation Plans
	Compensation Award	5	Included	- Compensation Management will be configured to support up to 5 base pay per Compensation Plan
	Compensation Bonus Award	2	Included	- Compensation Management will be configured to support up to 2 Bonus Awards per Compensation Plan
	Compensation Stock Award	2	Included	- Compensation Management will be configured to support up to 2 Stock Awards per Compensation Plan
	Compensation Groups	20	Included	- Compensation Management will be configured to support up to 20 groups for each pay element within a Compensation Plan
Client Practitioners	Client Named Contacts	5	Included	- Includes up to 5 Client Named Contacts who may contact the ADP Support Team
ADP Recruiting Management Services				
Populations	ADP Recruiting Management	2,800	Included	- Assumes 2,800 supported employees
System Configuration	Third Party Hiring Process Integrations	1	Included	- Background Screening, drug Testing, fingerprinting, assessment integrations available via standard API at no charge.
Client Practitioners	Client Named Contacts	3	Included	- Includes up to 3 Client Named Contacts who may contact the ADP Support Team
Employment Verification Services				
Verifications	Non-Public Sector Requests	Included	Included	

IV. Financial Terms

A.   **Client Group and Approved Countries**: The Client Group includes the following entities:

Client and its Affiliates (if any) in the country(ies) identified in Section I (Financial Detail), and any Affiliates (if applicable) as may be agreed to by the parties.

The Approved Country is the United States of America.

B.   **Implementation**: The following fees ("Implementation Fees") are due and payable by Client as follows:

1)   ADP will invoice Client for the Implementation Fees upon completion of each of the following milestones (each a "**Milestone**"):

Kick-off: 25% of Implementation Fees
Kick-off is complete at the conclusion of the first meeting between Client and ADP implementation to begin the project.

Modeling: 25% of Implementation Fees
Modeling is complete when the end of modeling meeting is held. This meeting is referred to by ADP as the Quality Gate from Modeling to Prove It.

Production: 25% of Implementation Fees
Production is when the system has been prepared with the employee information required to capture time transactions and process payroll using the ADP provided system or Service.

Post-Production: 25% of Implementation Fees
Post-Production is complete after the first payroll is processed.

The parties will agree on a reasonable project plan to complete the implementation of the Services. Implementation will begin within one month of the effective date of the agreement. The project plan will follow the estimated timeline shown in the Implementation Schedule appendix, except as modified by mutual agreement of Client and ADP. The Implementation Schedule appendix shall be populated with actual planned target dates once the project plan has been agreed to between the parties. Timely completion of the implementation depends on each party's performance under the project plan.

C.   **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 shall be an event of default authorizing ADP to immediately terminate the Agreement.

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. Client understands that the ongoing Services fees will be invoiced whether or not all components of the Services have gone live.

D.   **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.

E. **Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

F. **Cost Reimbursement Fee:**

If Client terminates any or all of the Services prior to the expiration of the Initial Term for any reason, except for ADP's material breach pursuant to Section 12.2 of the Agreement, Client will pay to ADP a Cost Reimbursement Fee equal to A multiplied by B multiplied by C, where A equals the number of months remaining up until 12/31/28, and B equals the average monthly fee for the terminated Services during the twelve-month period immediately preceding the termination (or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date), and C equals twenty-five percent (25%). If the monthly fees for Services have not yet been payable at the time of termination, B will equal the estimated monthly fees that would have been payable under this Agreement. In the case of a partial termination, ADP may equitably adjust the fees for the remaining Services, and Client will be responsible for any reconfiguration work.

- If termination occurs <u>prior to</u> 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

G. **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.

H. **Funding Requirements and Disbursement Disclosure:**
ADP and Client shall determine the exact payroll method to be used during the implementation process (for example, ADP Total Pay or direct payments from Client accounts). The choice of method (ADP TotalPay or direct payments) will not increase the Vantage PEPM charged by ADP. If ADP Total Pay/ADP Banking is used:

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

Tax Liability Impounding Schedule
- <u>What</u>: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- <u>Method</u>: Wire to ADP
- <u>Timing</u>: By 9:00 a.m. Eastern 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. <u>What</u>: All net pay funding (other than for Payroll Cards)
- <u>Method</u>: Wire to ADP
- <u>Timing</u>: By noon Eastern time on the date that is two Business Days prior to associated payroll check date

B. <u>What</u>: Net pay funding for Payroll Cards
- <u>Method</u>: Issuing Bank establishes method of delivery
- <u>Timing</u>: Issuing Bank establishes the deadline

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

Funding
- <u>What</u>: Wage garnishment information, deductions and liabilities
- <u>Method</u>: Wire to ADP
- <u>Timing</u>: By noon Eastern time on the date that is one Business Day prior to the associated payroll check date

I.   <u>Fee Adjustments</u>:

The fees set forth in this Appendix will remain fixed during the first year following the date of the first invoice issued for the ongoing Services provided in this Agreement. During any Renewal Term (up until 12/31/28) following 12 months of ongoing Services, ADP will increase the fees for the Services on an annual basis by 2% with 30 days' prior written notice.

J.   <u>Change Control</u>:

In the event either party requests a change in the scope of the Services (each a "**Change Control Item**"), the parties shall address such change request via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties, with the exception of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of Implementation Services, which ADP will notify Client of prior to making such change.

1) The standard hourly rate for a Change Control Item is $185.00; 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.

Service Definition

ADP assumes a single Client Project Manager is responsible for assignment and management of Client resources and deliverables as required. Appropriate resources from Client will be available to support the implementation throughout the implementation life-cycle including expedient data gathering. Client project resources will have executive support for the project and will be empowered to make decisions and resolving issues for all Client operating units in a timely manner. Implementation of all services described in Client Service Definition to occur as part of a single implementation project in a centralized environment.

Change Management Services are not provided to support Client transition to ADP outsourced services including communication within Client organization regarding changes to process and procedure. Client to identify change management resource(s) and executive sponsor(s), and retains overall responsibility for organizational transition, 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.

Implementation Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overall Project Management	Provide overall project management for all services implemented by ADP; provide overall accountability and a single point of contact to Client throughout implementation	X			
	Manage implementation in accordance with ADP standard approach to implement the necessary components to deliver the systems and services defined in the Pricing and Financial Terms	X			
	Assign Client Project Manager to coordinate Client resources required for implementation, assume responsibility for Client-based implementation activities, and coordinate with ADP Project Manager		X		
	Complete and return deliverables and all required approvals according to the agreed upon due dates in the Implementation Project Plan and in accordance with mutually agreed Client Approval process, including Designated Approvers; ensure resource availability and commitment throughout project, especially during testing		X		
	Identify and assign applicable ADP Application training based on roles of Client-named contacts	X			
	Ensure Client-named contacts complete assigned training in accordance with Implementation Project Plan; ensure any new Client-named contacts complete training in a timely manner		X		
	Manage all vendor and third party relationships; ensure vendors and third parties complete deliverables and milestones identified in Implementation Project Plan		X		
Steering Committee	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 monitor Client change management team activities	X	X		
	Facilitate Client Steering Committee meetings biweekly or other mutually agreed frequency	X	X		
	Participate in Client Steering Committee meetings	X	X		

Implementation Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Project Team	Provide Project Team that includes resources with product/functional knowledge to complete ADP deliverables and milestones identified in Implementation Project Plan, make timely decisions, ensure effective communication, respond to and/or resolve issues quickly, and complete tasks timely; add subject matter experts as needed to facilitate implementation process	X			
	Provide centrally-located Project Team that includes resources with functional knowledge to complete Client deliverables and milestones identified in Implementation Project Plan, make timely decisions, ensure effective communication, respond to and/or resolve issues quickly, and complete tasks timely across all locations; add subject matter experts as needed to facilitate implementation process		X		
	Provide remote facilitation of implementation process; travel as needed to be billed as set forth in the Pricing and Financial Terms	X			
	Provide on-site Client workspace for ADP Project Team as required		X		
Project Plan	Provide and maintain Implementation Project Plan, including dependencies and concurrencies, in accordance with project scope; update project plan weekly; manage project plan including identification of both ADP and Client deliverables and milestones	X			
	Approve Implementation Project Plan; complete Client deliverables and milestones in accordance with Implementation Project Plan		X		
Team Communications	Conduct initial meeting and weekly project status meetings with Client Project Team; prepare weekly project status reports including summary of progress relative to Project Plan, issue status, and risks	X			
	Participate in initial meeting and weekly project status meetings		X		
Issue Management	Raise issues in a timely manner as mutually agreed	X	X		
	Maintain Issues Log to record, track, and close issues including date reported, individual responsible for issue resolution, criticality to project plan (e.g., impacts critical path, minor impact), and date resolution required to avoid impact on Project Plan	X			
	Work with ADP to resolve issues identified as Client owned according to schedule in Issues Log		X		
Risk Management	Assess and manage risk areas; create mitigation strategy for any identified risks; report status to Client Project Team via weekly status meetings and/or Client Steering Committee meetings	X			
	Maintain Risks Log to record, track, and close issues	X			

Implementation Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	Work with ADP to develop mitigation strategies to address identified risks		X		
Scope Management	Manage project scope in accordance with Service Definition; coordinate any changes to project scope with Client in accordance with the Change Control Procedure set forth in the Pricing and Financial Terms	X			
	Respond to change control requests prior to commencement of work and in accordance with the Change Control Procedure set forth in the Pricing and Financial Terms		X		
Technical Requirements & Support	Ensure hardware specifications, operating system, and configuration requirements are met for all ADP applications		X		
	Provide IT resources to ensure technical environment is in place, and required programming and data conversion responsibilities are met		X		

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		
Employee Inquiries	Respond to Client employee inquiries		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 Hosted Environment; perform database refreshes and file restores upon Client request; provide connectivity troubleshooting up to Client's demarcation point	X			
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		
System Interfaces	Manage relationship with Client third party vendors including ensuring accurate and timely completion of tasks; act as escalation point for ADP as needed		X		
	Setup, configure, and support transmission to and from Client and/or Client vendors of interfaces listed in Interface Matrix	X			
System Reports	Provide access to standard reports, as applicable	X			
	Access standard reports, as desired; run ad hoc reports using ADP ad hoc reporting tool, as applicable		X		

System Modification Bids		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
System Modification Bids	Notify ADP of desired system modification providing detailed specifications including desired outcome		X		
	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			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

ADP Payroll Services – ADP Vantage HCM		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Employee and Manager Self Service Applications	Host, maintain and update self service application	X			
	Communicate to Client employees and managers how to access and use self service application as primary point of service for self-administering and/or inquiries regarding the services defined in Client Service Definition; respond to Client employee and manager requests for assistance with self service		X		
Payroll Processing	Provide payroll processing services	X			
	Gather, validate, and submit payroll data files needed for each payroll processing cycle		X		
Earnings Calculations	Define earnings calculations and attributes; define accumulators set-up		X		
	Set up and maintain all earnings with associated calculations, including configurable options	X			
Deduction Calculations	Define deduction calculations		X		
	Set up and maintain all deductions with associated calculations, including configurable options	X			
ADP Wage Garnishment Payment Services	Enter garnishment orders into payroll system		X		
	Process and track garnishment orders and wage attachments interpreted by and received from Client	X			
	Apply administrative fee (if desired by Client), up to legal limit or Client policy, provide access to employee payroll information, and resolve order issues		X		

ADP Payroll Services – ADP Vantage HCM		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Calculate disposable income, monitor deduction limits, allocate and prioritize garnishments, and provide Electronic File Transfer (EFT) disbursement capability	X			
	Provide garnishment, termination, leave of absence, and "unable to withhold" notifications; prepare and submit recurring answers to court or agency		X		
	Respond to employee and agency inquiries	X			NOTE: ADP does not respond to legal inquiries
On-cycle Payroll Processing	Set up and maintain system for Client payroll processing, execute payroll gross-to-net process including final distribution	X			
	Facilitate payroll processing by defining payroll policies, procedures, and pay rules; executing payroll production tasks; and notifying ADP of any required changes		X		
Manual Check Processing	Provide ability to process manual checks or paycards as requested by Client	X			
	Process and distribute manual checks processed through ADP systems; request manual check processing; perform any positive pay activity required by Client bank		X		
	Provide Client access to manual check data; provide data necessary to assist Client with positive pay activity	X			
Off-cycle Payroll Processing	Notify ADP of upcoming off-cycle processing changes; coordinate processing		X		
	Provide ability to process off-cycle payrolls, execute payroll gross-to-net process including final distribution; provide Client access to off-cycle payroll data	X			
Banking Transactions	Facilitate and monitor banking transactions associated with employee payroll processing activities	X			
Paycheck Printing and Distribution	Establish and maintain paycheck distribution schedule and requirements		X		
	Print, sort, and distribute paychecks and advices	X			
General Ledger (ADP GL)	Host and provide Client access to ADP GL for reporting purposes; push payroll data to ADP GL for each processing cycle	X			
	Coordinate transmission of ADP GL extract to Client financial accounting system and perform any reconciliation		X		
ADP Employment Tax Services	File federal, state, and local payroll taxes and make deposits to applicable agencies; submit all returns and 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			

ADP Payroll Services – ADP Vantage HCM			Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**	
	Notify ADP of any new jurisdiction set-ups; complete and submit application forms to tax agency(ies) and ADP for any new jurisdictions; monitor and notify ADP of employees hired or moved into jurisdictions where Client is not registered; provide required documentation and notification regarding any local taxes that employee requests Client to withhold and file		X			
	Update ADP system to reflect legislative changes for the jurisdictions for which ADP provides tax services	X				
Quarter-end Processing	Manage quarter-end payroll and tax processing based on Client approved data	X				
	Support quarter-end payroll and tax processing		X			
Year-end Processing	Manage year-end payroll and tax processing based on Client approved data	X				
	Support quarter-end payroll and tax processing		X			
	Create and distribute Client employee W-2s, 1099Rs, and 1099Ms	X				
	Create and distribute Client employee W-2Cs		X			

Employment Verification Services			Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**	
Employment Verification Services	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	
	Provide authorization for employment verification requests		X			
	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				
	Respond to authorized income and employment information requests for Client employees made by social service, immigration, workers compensation, and other government agencies ("Verifiers")	X				
	Provide updated employment and income data to Employment Verification Services system following each payroll cycle	X				

ADP Payroll Services – ADP Vantage HCM			Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**	
	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	
	Provide web access to The Work Number® and enable Verifiers to obtain employment and income verifications	X				
	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			

Benefit Services			Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**	
ADP Benefits Administration Services	Define Client benefits strategy and policies; act as Plan Administrator; own all plan design and fiduciary responsibility; manage Client vendors		X			
	Process Client benefits in accordance with Client business rules as mutually agreed during implementation, as follows: • Determine eligibility for U.S.-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 through ADP Application Program functionality • Calculate payroll deductions • Provide data to Client benefits plan carriers regarding initial enrollment and ongoing changes to enrollment	X				
	Provide ongoing support to Client-designated contacts as follows: • Research and respond to benefits inquiries • Verify content and timing of carrier, HR, and payroll data transmissions • Respond to eligibility inquiries	X				
	Maintain historic benefits election and transaction data for each Client employee beginning as of ongoing services commencement date	X				

Benefit Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	Provide Client access to data management tools to enable reporting and analysis	X			
	Respond to inquiries from ADP regarding benefits strategy and policy		X		
	Coordinate with Client carriers to maintain plan design, including eligible zip codes for each H&W plan option		X		
Enrollment Notifications	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			
Enrollment Acknowledgements	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			
Employment Status Changes and Family Status Changes	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			
	Notify employee if current plan election becomes unavailable due to employee change	X			
	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			
	Send COBRA initial rights information to Client COBRA vendor in standard ADP format for newly elected employees and spouses	X			
	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	X			
	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	X			
Domestic Partner Coverage	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			
Pending Elections and Confirmation of Dependent Enrollment	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

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Evidence of Insurability Processing	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			
	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		
	Approve or deny coverage and update ADP Application Program accordingly; respond to inquiries related to EOI		X		
	Adjust benefits records, update benefit payroll deductions, and generate and distribute an email Acknowledgement of Enrollment based on ADP Application Program completed by Client	X			NOTE: In the event Client employee fails to submit appropriate documentation, the election will expire as mutually agreed during implementation
Collection of Beneficiary Designations	Provide online tool to enable Client employees to designate beneficiaries	X			
Appeals	Review and resolve written appeals submitted by employee; notify ADP of decision regarding appeals		X		
	Notify employee of decision in writing		X		
	Update systems to reflect Client decision	X			
Haste Enrollments	Work directly with Client carriers to enroll Client employees and/or dependents who are eligible for and need immediate access to health care		X		
New Plan Year Updates and Annual Enrollment Set-up	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
	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 row and the following row apply to Client plan years subsequent to year of initial implementation only
	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		
	Coordinate new plan year updates, as follows:	X			

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	• 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				
	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		
New Plan Year Updates and Annual Enrollment Processing	Send standard email Notification of Opportunity to Enroll to each eligible Client employee	X			
	Accept Client employee annual enrollment elections via ADP Application Program during single two (2) week annual enrollment period	X			
	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			
	Prepare and transmit new plan year benefits election files with enrolled employee data to Client carriers after close of annual enrollment period	X			
	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			
	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			
Concurrent Year Processing	Support concurrent plan year processing on an ongoing basis for up to two (2) consecutive plan years	X			
Payroll Deduction Processing	Calculate per pay period benefit deductions for each Client employee, including imputed income for company-provided life insurance above $50,000	X			
Carrier Enrollment Files	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

Benefit Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	Acknowledge receipt of weekly enrollment files, and report any enrollment discrepancies to ADP			X	
	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
	Correct data per escalated issues as noted in previous section		X		
Carrier Premium Reporting	Provide access to Client premiums due report in accordance with predefined schedule	X			
	Pay carrier premiums		X		
Qualified Medical Child Support Orders (QMCSOs)	Enable Client to track and manage court orders for child support	X			
	Enter court order information to ADP system; flag court-ordered dependents within system		X		
	Ensure coverage remains in place for court-ordered dependents until end of QMCSO	X			
	Provide ADP standard reporting regarding court-ordered dependents	X			
Supplemental Benefits powered by Corestream	Provide Client employee eligibility data to Corestream; provide single sign on access from ADP Benefits Administration system to Corestream to facilitate Client employee online enrollment and/or enrollment changes related to Client supplemental benefits	X			NOTE: Supplemental benefit selection is the responsibility of Corestream and Client
	Facilitate Client employee enrollment in supplemental benefits; calculate payroll deductions associated with elected supplemental benefits; send payroll deduction files to Client or Client's designee as directed by Client; respond to Client employee inquiries related to supplemental benefits			X	NOTE: This is a Corestream responsibility

ADP Health Compliance Comprehensive		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Overview	Support Client compliance-related efforts associated with the Affordable Care Act (ACA) through the services defined in this Section	X			
	Provide payroll, benefits, and other related and mutually agreed upon data, as applicable, to ADP in accordance with mutually agreed format and schedule to		X		

ADP Health Compliance Comprehensive		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	support services outlined in this section; respond to Client employee inquiries related to the ACA; manage relationship with Client third party vendors				
Eligibility	Communicate to ADP changes in measurement periods, stability periods, administrative periods, employee categories (if applicable), and rules applicable to new hires and rehires		X		
	Provide additional information regarding hours of service (e.g., FMLA, jury duty, USERRA) not included in payroll data		X		
	Import payroll data on mutually agreed schedule	X			
	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			
	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		
	Update Client benefits system to reflect employee ACA benefit status as directed by Client	X			
Affordability "Safe Harbor" Testing	Notify ADP of "safe harbors" to be utilized for testing		X		
	Complete affordability safe harbor testing and provide results to Client based on safe harbors selected by Client	X			
Regulatory Management	Provide regulatory management services as outlined in this section	X			
New Hire Notice of Coverage	Provide Client-approved notice of coverage to newly hired Client employees to include information regarding: • 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			
Post-enrollment Verification of Information for Marketplaces	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			
Exchange Notice Management	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		

ADP Health Compliance Comprehensive		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	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
Annual Health Coverage Reporting	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
	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			
	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 online if iPay is being used by Client for another service
	Prepare and file annual health care coverage summary report to Internal Revenue Service (IRS Form 1094-C)	X			
Penalty Management	Send IRS penalty notices to ADP within 24 hours of Client receipt of such notices		X		
	Receive and reconcile penalties assessed to Client by IRS for noncompliance with ACA shared responsibility requirements	X			
	Appeal penalty assessments as applicable and as directed by Client	X			NOTE: ADP support does not include representing Client or attending hearings
	Submit funds request to Client for penalty amounts due to IRS	X			
	Approve ADP funds request, and make funds available to ADP to pay IRS penalties		X		
	Subject to completion of previous task/activity by Client, report and disburse penalties to IRS	X			
Client Support	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			

ADP Health Compliance Comprehensive		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	Provide access to standard reports	X			
	Respond to agency inquiries related to exchange notices and penalties as described above	X			

Human Resource Administration Services (U.S. – Onboarding)		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Overview	Provide tool to facilitate employee onboarding process and house U.S. core employee Human Resources (HR) data; provide Client access to ADP Vantage HCM to enable reporting and analysis	X			
	Use ADP Vantage HCM to facilitate employee onboarding process, and enter and manage Client employee transactions; communicate to Client employees how to access and use ADP Vantage HCM to enter, view, and update HR data		X		
Onboarding	Facilitate Client onboarding process based on employee type, including: • 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 • 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			
	Provide instructions to Client new hires regarding access to and use of onboarding functionality		X		
	Make any ongoing changes to onboarding workflow configuration and Client-specific content		X		
HR Compliance Support	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	X			
HR System Administration	Provide tool to enable Client to update and maintain employee data	X			
Skills Management	Provide access to ADP Vantage HCM to enable Client to track skills for employees	X			

Human Resource Administration Services (U.S. – Onboarding)		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Enter and update skills for each employee		X		
New Hire Onboarding	Provide online tool to support Client onboarding processes	X			
	Manage new hire portal content		X		
Off-boarding	Submit employee termination data; manage data associated with voluntary and involuntary employee terminations		X		
Disciplinary Process Management	Provide access to ADP Vantage HCM to enable Client to track employee disciplinary actions and manage disciplinary process	X			
	Track employee discipline problems		X		
Health and Safety Administration	Provide access to ADP Vantage HCM to enable Client to track and report employee illnesses, accidents, physical exams, and other information required by OSHA and state or local agencies	X			
	Enter employee workers compensation events, complete OSHA 200 or 300 logs, and produce corresponding report		X		
Employee Certification/ Continuing Education History	Provide access to ADP Vantage HCM to enable Client to enter and track employee education, skills, and other competencies	X			
	Record and track employee education, skills, and other competencies		X		
Training and Development Management	Provide tool to enable Client to manage employee training and development plans	X			
	Modify development factors to use in developing employee training plans; initiate and maintain individual employee development plans		X		
Compensation Management	Provide access to ADP Vantage HCM to enable Client managers to maintain and modify employee compensation	X			
	Manage employee compensation data; input and approve changes to salary plan and job grades		X		

Talent Acquisition Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
ADP Recruiting Management Services	Provide recruiting management tool(s) to support Client recruiting activities and lead generation and relationship building	X			

Talent Acquisition Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Recruiting Activities	Utilize recruiting management tool(s) to create and maintain internal and external career centers and talent communities; maintain business relationship with job board and job board aggregator vendor(s); maintain separate contract and relationship with job board aggregator		X		
	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; and manage on-boarding activities as further defined in following section		X		
Lead Generation and Relationship Building	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 search for and store resumes; design and conduct email campaigns; track candidate notes; collect candidate information; calendar appointments; configure user-defined fields; and search public profiles	X			
	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			
	Maintain separate business contract(s) and relationship(s) with external resume database vendors		X		
	Enable recruiters to view key statistics (e.g., count by status, count by requisition health), and other information (e.g., calendar, notes); 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 ADP environment are not recorded for reporting purposes
Ongoing Inquiries	Respond to inquiries from Client employees and managers regarding recruiting management tool; provide up to three (3) contacts within Client organization 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		
	Respond to Client-escalated inquiries for advanced technical, configuration, and super-user assistance from designated contacts	X			
Ongoing Maintenance	Maintain ongoing functionality by adding and/or updating user information; assigning user security profiles; modifying workflow (as needed); creating and maintaining screening questions; creating and maintaining offer letter templates; managing system table data; managing career center(s) and talent communities		X		
	Schedule and manage platform upgrades to most current version	X			

Talent Acquisition Solutions		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
ADP Electronic I-9 Services	Provide standard training materials to Client managers regarding Form I-9 compliance requirements	X			
	Ensure Client employees complete online Form I-9		X		
	Review online and/or hard copy submitted forms and documentation to validate completeness; cross- reference Form I-9 with Client payroll data and expiration date for work authorization documents, and provide reports to Client identifying employees with incomplete, inaccurate, or missing documentation	X			
	Follow-up on any incomplete, inaccurate, or missing documentation		X		
	Notify Client of expiring work authorization documents 120 days prior to expiration	X			

Talent Management Solutions		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Ongoing Inquiries	Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions	X			
	Respond to Client employee and manager inquiries related to Talent Management Solutions		X		
ADP Learning Management	Manage learning within Client organization, including the following: • 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		

Talent Management Solutions		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	Provide learning management system that enables Client retained team to: • 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			
	Provide learning management system that enables Client retained team to: • 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			
Course Catalog Maintenance	Maintain online course catalog		X		
Attendance Management	Provide Client manager and practitioner access to employee training records; provide access to compliance and attendance reporting	X			
Instructor Led Training	Administer instructor led training (ILT) and virtual instructor led training, including scheduling courses, closing courses and tracking completion		X		
	Administer internal and Client third party instructors, facilities and associated equipment, and resources needed to deliver Client training		X		
Mandatory Training	Utilize system to set up required courses for specified Client groups defined by employees, roles/jobs, and/or business units		X		
Training Materials	Develop and design desired training materials and distribute any hard copy materials as desired; attach online training materials to specific courses		X		
Manager Self Service	Enable Client managers to run standard reports, assign training to individual employees, and view: • Employee profiles • Employee course completion status • Employee course assignment status	X			

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Employee Self Service	Enable Client employees to: • Browse course catalog • Enroll in courses • View and print course completion history • View and print course completion certificates • View training assignment status	X			
ADP Compensation Management	Provide compensation management system that enables Client managers and practitioners to: • 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			
Compensation Planning Cycles	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		
	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
	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		
	Coordinate updates as provided by Client, as follows: • 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			
	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		

Talent Management Solutions			Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**	
Compensation Cycle Administration	Coordinate compensation planning cycle activities; provide information to ADP to complete annual update to administrative module, including items as applicable such as: • 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			
	Complete annual updates provided by Client to compensation management system administrative module in preparation for compensation planning cycle as directed by Client	X				
Manager Self Service	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				
ADP Performance Management	Provide performance management system that enables Client employees to: • Complete self-assessments • Capture and maintain talent profiles	X				
	Provide performance management system that enables Client managers and practitioners to: • 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				

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	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		
	Provide performance management system that enables Client managers and practitioners to: • 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			
	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		
Annual Performance Management Cycle	Communicate plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; modify and update performance system with plan design changes; test plan design changes; manage all communication to Client employees and managers related to annual performance evaluations and new plan year updates		X		
	Assist with testing of system set-up for new plan year	X			
Manager Self Service	Provide technology to enable Client managers to: • Update performance evaluations • Create and manage development plans • Update talent plans	X			
Employee Self Service	Provide technology to enable Client employees to: • 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			
	Provide best practices information regarding expectations, process, and timing for completing succession plans	X			

Talent Management Solutions		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
ADP Succession Management	Define and communicate expectations, process, and timing for completing succession plans		X		
	Provide succession planning system that enables Client managers and practitioners to: • Identify critical positions and manage succession planning processes • Organize succession planning by position and individual	X			
	Define and communicate expectations, process, and timing for completing succession plans		X		
	Provide succession planning system that enables Client managers and practitioners to: • Identify critical positions and manage succession planning processes • Organize succession planning by position and individual	X			

ADP Time & Attendance Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Overview	Host and maintain ADP Enterprise eTIME Application Program, calculate and process time and labor data	X			
	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		
Labor Data Transaction Collection/Approval	Provide ongoing remote support of time clocks at Client locations, as applicable; process employee time entry in accordance with scheduled Client payrolls	X			
	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		
Table Maintenance	Perform employee level and holiday table maintenance		X		
	Assist Client practitioners with inquiries related to employee level and holiday table maintenance	X			
	Notify ADP of changes to Client-defined work rules		X		

ADP Time & Attendance Services			Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**	
Rules Engine Maintenance	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	
User Interface Maintenance	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			
	Set up and manage workflow for report distribution and specific workflow notifications (e.g., notifications to supervisors to approve timesheets; notification to employees to approve timesheets)	X				
	Maintain ADP Time & Attendance settings based on Client direction as set forth in the previous row, and provide multiple views of employee time entry showing: • Web time entry/time maintenance • Accrual balances • Time card recap • Time card approval • Attendance exceptions • Schedule override by employee	X				
Client Practitioner Support	Track and resolve online and phone inquiries from Client practitioners regarding: • Interface errors • Application reports and Client-created queries • Assistance with Client completion of historical edits • Group schedules and accruals • Configuration options • Application availability and performance • Available practitioner training • Additional licenses required	X				
Interface Administration	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed processing schedule and format; manage import and export of data into and out of ADP systems as configured during implementation; review and validate control totals and make any necessary corrections in the appropriate ADP Application Program(s); manage relationship with Client third party vendors		X			

ADP Time & Attendance Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
	Provide support to assist Client in addressing import and/or export corrections	X			
Hardware Maintenance	Provide Hardware Maintenance, including remote technical support	X			NOTE: Hardware maintenance unavailable for hardware located outside the U.S., Canada, and Puerto Rico
	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		
	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			

ADP Workforce Manager Service	

ADP Workforce Manager System Description	Workforce Manager is a multi-tenant, SAAS, cloud-deployed workforce management service.
	
	Assist managers and employees with collection and tracking their time and attendance. Functionalities of ADP Workforce Manager include:
	
	• Ability to manage time and attendance:
	   o collect times (clock in/clock out times or timesheet)
	      ▪ 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
	   o calculate total hours based on times collected,
	   o calculate premiums (night hours, working holidays, overtimes, etc.)
	   o generate exceptions and alerts
	   o create and maintain pay rules to calculate paycodes for all type of employees (full-timers /part-timers)
	   o provide employee with the ability to request time off; provide manager with the ability to approve time off through approval workflow
	   o provide managers with ability to delegate authority
	   o perform historical corrections on previous periods
	
	• Schedule management:
	   o create and maintain shift templates and shift patterns that can be assigned to employee
	   o enter and track absence in the team schedule
	
	• Reporting: extract data and build reports on both absence and time data
	
	Audit: Ability to maintain audit trail to keep track of edits

ADP Workforce Manager Timekeeping Options	Workforce Manager is offered in two variations which can be "mixed & matched" • 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 Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
General Maintenance	Perform employee level and holiday table maintenance		X		
	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
	Keep payroll sign off up to date		X		
Rules Maintenance	Notify ADP of changes to Client-defined pay rules		X		
	Update application based on changes to Client-defined pay rules	X			Updates requiring more than 2 hours of effort are subject to Change Control

ADP Workforce Manager Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Organizational Maintenance	Notify ADP of any Client changes to organizational hierarchy that may impact configuration		X		
	Update application based on changes to Client-defined organizational hierarchy	X			Updates requiring more than 2 hours of effort are subject to Change Control
Authorized Contact Support	Track and resolve online and phone inquiries from Authorized Contacts	X			
	Provide toll free number, CRM, Service Connect application access	X			
	Designate in writing up to 5 Authorized Contacts and provide contact details		X		
	Provide support for Authorized Contacts	X			
Interface Administration	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		
	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed interface specifications		X		
	Manage import and export of data into and out of ADP Application Programs		X		
	Provide support to assist Client in addressing import and/or export corrections	X			
	Review, approve, and initiate transmission of time, attendance and labor data to payroll system		X		
	Provide support to assist Client in addressing import and/or export corrections	X			

Additional Modules and Services

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.

ADP Workforce Manager Services	
Task/Activity	
Accruals + Leave + Attendance	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

ADP Workforce Manager Services	
Task/Activity	
Analytics	Labor Reporting & Metrics that provide you with data when and where you need it to make better labor decisions

ADP Workforce Manager Services		Responsibility			
Area	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
Hardware	Arrange shipment of time clocks to Client	X			
	Ensure delivery of time clocks by managing country specific customs clearance procedures		X		
	Provide ongoing remote software support of time clocks at Client locations	X			Client involvement may be required.
Hardware - Maintenance	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
	Assess request, repair or replace any parts found to be defective and covered by time clock maintenance	X			
	Return defective time clocks to ADP		X		

SECTION 3
SOFTWARE AND SYSTEM REQUIREMENTS

Introduction

For all of the requirements listed on the following pages, the vendor is expected to respond in the column on the right according to the following parameters:

Y — Vendor is **fully** compliant with the requirement. If the vendor is partially compliant, they should indicate "N" rather than "Y" and include an explanation.

N — Vendor is not currently compliant with the requirement and does not plan to be compliant for the foreseeable future. Please note that a response of "N" will generally not disqualify a vendor from this competitive process.

M — Software currently does not meet the requirement, but this can be done as a modification at no cost.

M$xxx — Software currently does not meet the requirement, but this can be done as a modification for an additional cost. The vendor should indicate in the "xxx" what the estimated cost will be.

F — The software does not meet the requirement, but the feature is under development and will be provided at a future date at no additional cost. If this code is used, a date should be supplied as well (e.g., F 8/6/2015).

N/A — Does Not Apply (stated another way: This requirement is not applicable due to the nature of the vendor's specific solution). For example, questions referring to data being hosted offsite would not apply to vendors offering a solution to be served from the Augusta IT computer room.

Please note: Augusta reserves the right to automatically disqualify for consideration any vendor that is found to have answered these questions falsely with the intent to deceive in order to artificially enhance their chances of becoming the vendor of choice for this project.

Additionally, some information is supplied in these requirements simply as information to make the vendor aware that there may be further discussion required in later phases of the selection process.

A. Statement of Scope

1. Fully integrated Human Resources Information System & Payroll System.

B. Vendor Response to Augusta Software Technology Contract Requirements

ID	Requirements	Response
IT-1 Database Type and Schema		
IT-1-1	The proposed solution is: 1) An Intranet Browser-Based solution that utilizes a MS SQL Server database. 2) A SAAS solution hosted by the Vendor. 3) Other – Please elaborate.	
IT-1-2	The vendor must provide an updated copy of the production database schemas for the purpose of understanding the system and generating reports. The vendor must provide current updates if/when the schemas change. This includes a data dictionary that explains table and field names, as well as identification of primary and foreign keys.	
IT-1-3	The vendor must provide an API that allows Augusta to query and retrieve data as necessary. If there is any data that cannot be queried or retrieved, please indicate that in your response.	

ID	Requirements	Response
IT-2 Database features for Archiving, Testing, Restore, and Data Integrity		
IT-2-1	It must be possible to restore a historical backup of the database and do a forward recovery.	
IT-2-2	Editing controls should be in place to protect data integrity by ensuring that incomplete or incorrect data cannot be entered or processed and that entries cannot be processed in the wrong sequence.	
IT-2-3	Software should be able to archive and purge selected information in order to remove historical records that are not required to be retained permanently. Provides the ability to archive/purge based on date range.	
IT-2-4	Vendor should provide for a solution that permits a production environment and a test environment to reside on the same server so that upgrades and service packs can be tested prior to being implemented in production. There shall be no additional license or maintenance fees for the test system as it will be used solely for testing purposes. Augusta certifies that no production work shall take place on this server unless it is through mutual consent with the vendor and recorded in writing.	
IT-3 System Security		
IT-3-1	The system must include security that logs all database transactions, recording user, date and time.	
IT-3-2	Access to the system must be protected by unique user identification codes and passwords.	
IT-3-3	Software must allow assignment of access privileges by user for each system module.	
IT-3-4	The proposed software allows the System Administrator to create user "profiles" that allow granting security rights to various functions of the system. Each user can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile, which gives them all of the rights of the particular group. They can also change the specific rights for any individual user.	
IT-3-5	Software offers security feature to grant/deny access to software functions for each user. Security should be configurable down to the level of each individual module, menu choice, table, or column, depending on vendor's system architecture.	
IT-3-6	The software provides the ability to set up a user with inquiry-only access.	
IT-3-7	Software should not require users to have administrative rights to their PC in order to run the program or execute most functions.	
IT-4 Software Architecture and System Integration		
IT-4-1	Software will provide an audit trail of user/date/time when records are added/modified/deleted.	
IT-4-2	More than one user may update the database at the same time, in the same program. A record locking feature must prevent the loss of data when two or more users are updating the same record.	

ID	Requirements	Response
IT-4-3	The system should use administrative tables so that common information can be stored in one place and accessed from multiple modules.	
IT-4-4	The system should maintain the ability to export certain data as needed.	
IT-4-5	Any menus, toolbar items, and buttons that are unavailable are grayed out rather than designated by "button/function not available" or other error messages that impede workflow.	
IT-4-6	The system allows data to be shared among the different modules.	
IT-4-7	Software offers the ability to attach scanned or imported documents (in their native format) to records stored in the database. Example: scanned birth certificates, driver's license, pictures and layouts (in PDF, TIF, JPG, other formats), MS Office documents, etc.	
IT-5 Interfaces		
IT-5-1	The software must have a GUI interface that provides a flexible, menu-driven environment from which the user invokes system functions.	
IT-5-2	Menus in the GUI should have a consistent "look and feel," meaning a common arrangement of menus, buttons, boxes, etc. that are the same from one menu to another.	
IT-5-3	The proposed software will operate on the latest Windows environment if it is not browser based. If it is browser based, the software should operate within any current browser.	
IT-5-4	Vendor intends to maintain compatibility with future updates / modifications to MS operating systems such that the software will be compatible with updates and service packs within six months after their public release.	
IT-5-5	It is preferred that the software operate from a standard Internet browser (preferably Google Chrome, Mozilla Firefox, or Windows Edge) such that, in most cases, no software is required on the users' desktop. If a pure browser-based solution is not available, then please describe the solution that your company provides.	
IT-6 Vendor Presentation		
IT-6-1	If selected to present their product to the selection committee, the vendor should be prepared to have all software modules ready for presentation. A vendor may be disqualified if modules / products that are "in development" or otherwise not ready to present or implement are represented as being complete in this RFP.	
IT-6-2	Vendor should make every effort to demonstrate features LIVE in the presentation to effectively illustrate their product. Examples include being prepared to scan and/or print a document if that is an integral part of a business process.	
IT-7 Maintenance and Support		
IT-7-1	Augusta does not expect to pay maintenance on any product in the first year. Billable maintenance will begin on the anniversary of the "go live date." A response to this question indicating that the vendor will not honor Augusta's expectation here may result in immediate disqualification.	

ID	Requirements	Response
IT-7-2	The Vendor provides a toll-free telephone number for technical support. Hours: _____ AM ET to _____ PM ET	
IT-7-3	Please describe levels of technical support and the turnaround time for help desk calls expected at each level. Attach additional sheet(s) as necessary to explain your Service Level Agreement (SLA).	
IT-7-4	Vendor has a semi/bi/annual user group meeting or conference for customers.	
IT-7-5	Upgrades of software are covered under annual maintenance (stated another way: We will not have to re-buy the next version of the software).	
IT-7-6	Vendor shall be on-site during the official "Go-Live" of the software unless Augusta specifically agrees that they need not be present.	
IT-7-7	When vendor personnel are on-site working with Augusta personnel, they shall not send, check, or read email, text-messages, voicemail, phone calls (via cell phones or land lines), pagers, etc. related to other customers or business except in cases of emergency, except during lunch or breaks. If Augusta has paid for vendor personnel to be on-site working with our personnel on our project(s), vendor is expected to be focused on our work.	
IT-8 Vendor Connectivity		
IT-8-1	Vendor must agree to remotely support this technology using Augusta's chosen platform for VPN access. Augusta's current vendor access platform is SecureLink. Vendor will agree to register through and use the designated platform for any connection to the Augusta network. Vendor understands that any connection will be recorded and logged by Augusta.	
IT-9 Entirety of Agreement		
IT-9-1	All documents, scopes of work, costs, and activities related to the project are expected to be included as part of the contract signed between Augusta and the chosen vendor. Change Order Management will be explicitly covered under the contract provisions in order to protect Augusta from unexpected costs and to protect the vendor from post-contract additions/requests from Augusta, but as a general rule it is expected that Augusta will have no additional expenses other than what is spelled out in the final contract.	
IT-9-2	All support will be provided entirely by the vendor making this proposal. Augusta desires one point of contact for support for the proposed application(s) rather than dealing with multiple third-party vendors.	
IT-9-3	All training will be provided by the chosen vendor. Please describe how that training will occur and the related costs.	
IT-10 General Technical Requirements		
IT-10-1	The proposed solution is compatible with operating across a wide area network. Please indicate minimum required level of connectivity (DSL, LAN, etc.).	
IT-10-2	Vendor should indicate recommended client workstation requirements.	

ID	Requirements	Response
IT-10-3	Vendor should indicate the recommended server requirements for various components as necessary (application, database, web, and storage/SAN, etc.)	
IT-10-4	Vendor should include list of specialized equipment required for their solution, to include cards and/or peripherals such as touch screens, cash drawers, receipt printers, microphones, speakers, camera, etc., bar code readers and/or magnetic stripe readers, etc. (as needed / if applicable).	
IT-10-5	Vendor should indicate any third-party software that is required to work with their solution, including plug-ins, DirectX, Java, Adobe software, media players, etc. The version number of each software should be included as well.	
IT-10-6	If Augusta is to host the application, server should operate on a Microsoft Windows-based server.	
IT-10-7	If Augusta is to host the application, server should be capable of operating in a virtual environment. The current Augusta standard is VMWare.	
IT-10-8	If there are mobile features / modules, vendor should provide customer references that are using the modules and be prepared to demonstrate them.	
IT-11 General Report Characteristics		
IT-11-1	All reports within the software have the ability to be viewed on screen, printed, or output as RTF, Excel Spreadsheet, HTML, Text or PDF files. In addition, all reports can be emailed as an RTF, Excel Spreadsheet, HTML, Text or PDF attachment.	
IT-11-2	In addition to the standard reports, a report writer must be available to produce ad-hoc and customized reports. Further, the system must permit reporting via a third-party report writer, such as Crystal Reports, or SQL Report.	

Specific Solution Software Requirements

ID	Requirements	Response
HR-1 Position Control		
HR-1-1	The solution must allow for multiple position tracking to track incumbents who hold multiple positions in an organization; hold a separate employee record for each incumbent.	
HR-1-2	The solution must allow for multiple positions per incumbent - track positions that are available for each incumbent at any point of time.	
HR-1-3	The solution must allow for multitudinous account distributions per position (i.e., to create multiple account distributions per position).	
HR-1-4	The solution must display complete job description with full position requirements at the click of a button.	
HR-1-5	The solution must automatically and seamlessly integrate with applicant tracking to show current and historic information of applicant status at any point of time.	

ID	Requirements	Response
HR-1-6	The solution must provide canned and custom reports – that is, generate custom reports by providing various filter drop-down options relevant to position control.	
HR-1-7	The solution must be date/calendar driven - to track incumbent's hire date, joining date, termination date, and vacancy statistics like total amount of time a particular position is vacant, number of times it is vacant, etc.	
HR-1-8	The solution must integrate with the payroll solution for benefit deduction/contributions, and the payroll solution must be capable of providing accounting information to the City's ERP.	
HR-2 Time and Attendance		
HR-2-1	The solution must provide the ability to configure 9/80s, 4/10s, overtime rules, etc.	
HR-2-2	The solution must allow for shift differentials & premiums.	
HR-2-3	The solution must allow for FLSA calculations.	
HR-2-4	The solution must provide integrated time and attendance capability.	
HR-2-5	The solution must allow for flexible data collection (e.g., electronic timesheets, time clocks, badges, biometrics, and geofenced reporting).	
HR-2-6	The solution must provide the ability to track by multiple cost control codes.	
HR-2-7	The solution must provide approval and reporting capabilities for supervisors.	
HR-2-8	The solution must provide leave accounting and reporting (e.g., vacation, sick, holiday, FMLA, disability).	
HR-2-9	The solution should provide automatic notifications and alerts (exception reporting).	
HR-2-10	The solution must allow for mobile access through a website and/or mobile app to check deposit, access news, request/approve time off, etc.	
HR-3 Human Resources Information Data & Functionality		
HR-3-1	The system must provide the ability to transfer employment applications into employee records.	
HR-3-2	The system must allow for automated placement and on-boarding.	
HR-3-3	The solution must allow for the maintenance of employee information.	
HR-3-4	The system should provide an automated workflow for RPAs (Request for Personnel Action), preferably through a web interface.	
HR-3-5	The system must allow for job description management.	
HR-3-6	The system must allow for dependent verification.	
HR-3-7	The system must allow for the automated implementation of mass changes to employee information.	

ID	Requirements	Response
HR-4 Absence and FMLA Management		
HR-4-1	The system must provide the ability to request new leave, view pending and active leave, and check remaining time balances.	
HR-4-2	The system should provide for the ability to receive and send notifications about new messages and/or documents.	
HR-4-3	The system should allow access to forms, key regulations, and reporting.	
HR-4-4	The system should provide the ability to allocate, track and grant leave as well as allow for employees to request and track their leave.	
HR-4-5	The system should allow employees to submit leave applications and for admins/managers to approve or reject the leave applications.	
HR-5 Compensation Management		
HR-5-1	The solution must provide salary/compensation and forecasting tools.	
HR-5-2	The solution must possess a centralized dashboard to visualize compensation data.	
HR-5-3	The solution must provide for pay equity management.	
HR-5-4	The solution must possess automated rules in compensation management.	
HR-5-5	The solution must provide automatic payroll updates.	
HR-5-6	The solution must allow for budget allocation.	
HR-5-7	The solution must possess a compensation dashboard.	
HR-5-8	The solution must possess a compensation grid.	
HR-5-9	The solution must allow for compensation packages.	
HR-5-10	The solution must allow for compensation planning.	
HR-5-11	The solution must possess a compensation plan view.	
HR-5-12	The solution must possess compensation reports.	
HR-5-13	The solution must provide compensation survey management.	
HR-5-14	The solution must possess automated rules in compensation management.	
HR-6 Benefits Administration		
HR-6-1	The system must provide for payments integration with any third-party plan administrators.	
HR-6-2	The system must allow for integrated leave and benefits accounting with the fiscal management system.	
HR-6-3	The system must provide an Affordable Care Act (ACA) dashboard, automated reporting to the IRS, the ability to generate 1095s, and the ability to create IRS upload files as needed.	
HR-6-4	The system must allow for ACA eligibility calculations.	
HR-6-5	The system should provide actionable recommendations.	

ID	Requirements	Response
HR-6-6	The system must allow for assessment surveys.	
HR-6-7	The system must provide automated evidence of insurability.	
HR-6-8	The system should provide benefits administration capabilities.	
HR-6-9	The system must provide benefits analytics.	
HR-6-10	The system must possess the ability to create benefits statements.	
HR-6-11	The system must possess broker assistance capabilities.	
HR-6-12	The system must provide for COBRA administration.	
HR-6-13	The system must provide the ability to E-File 1094-C and 1095-C Forms.	
HR-6-14	The system must allow for employee profile access.	
HR-6-15	The system must possess life event management capabilities.	
HR-6-16	The system must allow for penalty alerts.	
HR-6-17	The system must provide rule-based eligibility.	
HR-6-18	The system should possess robust ACA tools. Please describe any tools not already addressed above.	
HR-7 On-boarding/Off-boarding		
HR-7-1	The solution must provide automated email notifications.	
HR-7-2	The solution must provide for background screening.	
HR-7-3	The solution must provide for compliance reporting.	
HR-7-4	The solution must provide for the hiring and management of contingent workers.	
HR-7-5	The solution must provide the ability for digital signatures.	
HR-7-6	The solution must allow for employee transfer.	
HR-7-7	The solution must provide employee lifecycle tracking.	
HR-7-8	The solution must provide for employee withholding certificates.	
HR-7-9	The solution must possess a job applications dashboard.	
HR-7-10	The solution must allow for offer letter creation.	
HR-7-11	The solution must provide an onboarding checklist.	
HR-7-12	The solution must provide web-based forms.	
HR-7-13	The solution must allow for termination reasons.	
HR-8 Performance Management		
HR-8-1	The system should possess a skills matrix.	
HR-8-2	The system should possess pre-built competency templates.	
HR-8-3	The system should allow for performance measurement and an automated evaluation workflow.	
HR-8-4	The system should provide multiple appraisal cycles.	
HR-8-5	The system should provide a goal monitoring dashboard.	
HR-8-6	The system should allow for goals management.	

ID	Requirements	Response
HR-8-7	The system should allow for feedback reports.	
HR-8-8	The system should possess employee coaching capabilities.	
HR-8-9	The system should allow for development plans.	
HR-8-10	The system should allow for competency management.	
HR-8-11	The system should provide appraisal reports.	
HR-8-12	The system should allow for 360-degree feedback.	
HR-9 Discipline Tracking		
HR-9-1	The solution should provide for the maintenance of discipline and grievance information.	
HR-9-2	The solution should provide the ability to submit online grievances.	
HR-9-3	The solution should allow for logging, viewing, and reviewing both current and historical disciplinary events.	
HR-10 Compliance		
HR-10-1	The system must provide the ability to monitor compliance regulations.	
HR-10-2	The system must provide customizable HR documents for different types of policies.	
HR-10-3	The system must allow the ability to classify, file, and manage pertinent documents.	
HR-10-4	The system must provide tools to communicate compliance risks to employees.	
HR-11 Recruitment and Applicant Tracking		
HR-11-1	The solution must provide the following recruitment and tracking capabilities. • Talent Pool Search • Recruitment Pipeline • Automated Job Posting • Interview Management • Employee Referral • Creation of Career Pages • Career Portal	
HR-12 Learning Management System		
HR-12-1	The system must provide the ability to integrate current employees and onboard new employees simultaneously.	
HR-12-2	The system must provide the ability to upload or build custom courses.	
HR-12-3	The system must allow for centralized training & tracking.	
HR-12-4	The system must possess reporting & compliance.	
HR-12-5	The system must allow for modernized training processes.	
HR-12-6	The system must possess a mobile-friendly interface training app/website.	

ID	Requirements	Response
HR-12-7	The system must provide for skills gap analysis (SGA).	
HR-12-8	The system must allow for assessments & quizzes.	
HR-12-9	The system must allow for self-synchronization learning.	
HR-12-10	The system must allow for compliance/risk management training.	
HR-12-11	The system must allow for and track continuing education units (CEUs).	
HR-12-12	The system must allow for career pathway learning & development plans (i.e., new supervisors/managers).	
HR-13 Affordable Care Act (ACA) Reporting		
HR-13-1	The solution must provide the ability to generate ACA IRS Forms 1094-C/1095-C (digital and printed) for employees as well as electronic transmission forms to the IRS.	
HR-13-2	The solution must possess the ability to determine ACA full-time status (eligibility) for benefits based on look-back period.	
HR-13-3	The solution must allow for affordability/minimum essential coverage tracking.	
HR-13-4	The solution must allow for regulatory management.	
HR-14 Data/Document Management and Access		
HR-14-1	The system must allow for personal information.	
HR-14-2	The system must allow for job and salary history.	
HR-14-3	The system must allow for banking and tax details.	
HR-14-4	The system must allow for insurance plans.	
HR-14-5	The system must allow for time off requests.	
HR-14-6	The system must allow for disciplinary history.	
HR-14-7	The system must allow for performance feedback	
HR-14-8	The system must provide an employee self-service portal for: • Automatic Tax Document Generation. • Company Policies and Employee Handbook. • Document Access Control. • Document Repository. • Document Search and Sharing. • Document Updates and Printing. • Employee self-service example. • Benefits Election and Enrollment. • Expense Requests. • Internal Job Submission. • Leave Requests. • Pay Stub Access. • Personal Details.	

ID	Requirements	Response
HR-14-9	The system must allow for the ability to create a realistic plan for the future of employees to include: • Succession Planning. • Talent Insights Dashboard. • Talent Matrix. • Talent Pool. • Nine Box Grid. • Talent Reviews View.	
PYR-1 Payroll		
PYR-1-1	The solution must possess the ability to import current pay-codes, deduction types/definitions, contribution types/definitions, and any other necessary data from existing payroll applications. Please briefly elaborate.	
PYR-1-2	The application must possess the ability to import past payroll accumulator records for employees. Please briefly elaborate.	
PYR-1-3	The application must possess the ability to import any other types of employee data necessary for payroll production from other payroll applications. Please briefly elaborate.	
PYR-1-4	The application must possess the ability to export accounting/financial records post-payroll to the financial system of record. Please briefly elaborate.	
PYR-1-5	The application must possess the ability to configure multiple types of payroll runs and frequencies. (Ex. 26 regular pay periods per year for regular employees, 12 monthly pay periods for certain elected officials, on-demand payrolls outside of the above cycles, when necessary, etc.).	
PYR-1-6	The application must possess the ability to add unscheduled and/or off-cycle payrolls (i.e., one-time lump sum payments). It should allow for separate payrolls to be created for the same payroll check date.	
PYR-1-7	The application must possess the ability to assign different frequencies of deductions by type (ex. Pension deductions 26 times per year, Health insurance deductions 24 times per year, etc.).	
PYR-1-8	The application must possess canned payroll reports.	
PYR-1-9	The application must possess the ability to create ad-hoc reports and to customize existing reports. Please elaborate on the process, needed tools, and so forth for creating new reports or altering existing reports.	
PYR-1-10	The application must possess the ability to create reports in third-party report writing applications if there is not a report writer native to the solution (ex. Crystal Reports, Cognos, etc.).	
PYR-1-11	The application must possess the ability for queries to be made using the SQL scripting language.	
PYR-1-12	The system should provide a portal solution for employees to view post-payroll information online (W2s, check stubs, etc.).	

ID	Requirements	Response
PYR-1-13	The system should possess the ability for employees to estimate their net pay.	
PYR-1-14	The application must allow for the segregation of responsibilities between Payroll and HR through granular user security.	
PYR-1-15	The application should allow for the payroll staff to lock-out non-payroll users during payroll runs so that payroll integrity can be achieved. If this is to be achieved through some other means, please elaborate.	
PYR-1-16	The application must allow for exempt and non-exempt employees to be configured differently for payroll purposes. Currently, exempt employees are not paid based on time-card hours, but their leave accruals are maintained within the time-keeping system.	
PYR-1-17	The application must possess the ability to void and re-issue payroll checks.	
PYR-1-18	The application should possess the ability to track enrollment and use of sick-pool hours. The sick pool is an added benefit within the city where employees can contribute their sick leave to other employees in need. This is currently tracked manually as it is a different benefit than sick leave accrual.	
PYR-1-19	The application must possess the ability for payroll to run a query or to run a report on employees with no hours on their timecards.	
PYR-1-20	The application must allow employees to update direct deposit information as well as tax withholdings through a workflow process that involves both approvals and notifications as necessary.	
PYR-1-21	The application should send notifications to payroll staff regarding final payments of garnishments, IRS levies, and bankruptcies.	
PYR-1-22	The system must allow for the continued printing of check stubs if needed (both during payroll runs and afterwards).	
PYR-1-23	The application must allow for the historical archiving of past payroll information to include payroll runs from the current payroll system to be replaced.	
PYR-1-24	The system must allow for maximum leave accruals to be tracked and enforced.	
PYR-1-25	The system must allow for non-city employees to be configured differently and paid through the payroll process. Specific to Augusta, certain departmental employees (Library, Public Defender's Office, and many others) are not county employees; however, the Payroll Department is their main payroll entity.	
PYR-1-26	The system must possess the ability to create and export post-payroll flat-files, csv files, or other files as necessary for transmission to other entities (ex. Pension files, Credit Union Files, Workers-Comp files, etc.). Examples of these files can be provided as necessary as each file transmits different information.	
PYR-1-27	The system must possess the ability to create needed flat files, .csv files, or other files as necessary in the future if a new need arises.	

ID	Requirements	Response
PYR-1-28	The City offers a gym-membership reimbursement to employees based on their monthly visits to the gym. Currently, a file is uploaded into the payroll system to allow for those reimbursements. The application should be able to accommodate that process.	
PYR-1-29	The system must possess the ability to automatically generate, submit, and/or print the following files: 1. Form 941 2. Form W-2c 3. Form W-2 4. Georgia Quarterly Reports 5. ACA Compliance Reports 6. Form 1099 Please elaborate on what capability exists for each form.	
PYR-2 Other		
PYR-2-1	Does the vendor have any other clients using their product for payroll and Central Square for Finance/Accounting? Please elaborate on those clients and provide contact information if so.	
PYR-2-2	Has the vendor worked with any other clients who have exported payroll data from Central Square to their product? Please elaborate on those clients and provide contact information if so.	
PYR-2-3	Please elaborate on what the expected import of data from Central Square into this system would require and how it would move forward.	
PYR-2-4	The application must possess audit tracking capabilities for all modules across the system.	
PYR-2-5	Please detail the number of years of data that can be housed in your system.	
PYR-2-6	Please detail any storage limitations.	
PYR-2-7	Please detail any alternative storage solutions.	
PYR-2-8	Please detail the advanced security measures available within the application (MFA, encryption, etc.).	
PYR-2-9	The data contained within the system must be encrypted both in-transit and at-rest. Please elaborate as needed.	

Software Requirements

IT-1 Database Type and Schema

S.No	Question	Response	Optional Comments
IT-1-1	*The proposed solution is: 1) An Intranet Browser-Based solution that utilizes a MS SQL Server database. 2) A SAAS solution hosted by the Vendor. 3) Other – Please elaborate.*	Y	The proposed solution is a SaaS solution hosted by ADP.
IT-1-2	*The vendor must provide an updated copy of the production database schemas for the purpose of understanding the system and generating reports. The vendor must provide current updates if/when the schemas change. This includes a data dictionary that explains table and field names, as well as identification of primary and foreign keys.*	Y	
IT-1-3	*The vendor must provide an API that allows Augusta to query and retrieve data as necessary. If there is any data that cannot be queried or retrieved, please indicate that in your response.*	Y	

IT-2 Database features for Archiving, Testing, Restore, and Data Integrity

S.No	Question	Response	Optional Comments
IT-2-1	*It must be possible to restore a historical backup of the database and do a forward recovery.*	Y	
IT-2-2	*Editing controls should be in place to protect data integrity by ensuring that incomplete or incorrect data cannot be entered or processed and that entries cannot be processed in the wrong sequence.*	Y	
IT-2-3	*Software should be able to archive and purge selected information in order to remove historical records that are not required to be retained permanently. Provides the*	Y	

S.No	Question	Response	Optional Comments
	ability to archive/purge based on date range.		
IT-2-4	*Vendor should provide for a solution that permits a production environment and a test environment to reside on the same server so that upgrades and service packs can be tested prior to being implemented in production. There shall be no additional license or maintenance fees for the test system as it will be used solely for testing purposes. Augusta certifies that no production work shall take place on this server unless it is through mutual consent with the vendor and recorded in writing.*	Y	The system is available and accessible in two distinct environments throughout the relationship life cycle. The test environment is initially available for staging and converting data prior to testing in the production environment. It remains available for any type of future testing, software update exploration, training, etc. The production environment is where final testing is conducted and set for go-live. It is used for ongoing production processing.

IT-3 System Security

S.No	Question	Response	Optional Comments
IT-3-1	*The system must include security that logs all database transactions, recording user, date and time.*	Y	
IT-3-2	*Access to the system must be protected by unique user identification codes and passwords.*	Y	
IT-3-3	*Software must allow assignment of access privileges by user for each system module.*	Y	
IT-3-4	*The proposed software allows the System Administrator to create user "profiles" that allow granting security rights to various functions of the system. Each user can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile, which gives them all of the rights of the particular group. They can also change the specific rights for any individual user.*	Y	
IT-3-5	*Software offers security feature to grant/deny access to software functions for each user. Security should be configurable down to the level of each individual module, menu choice, table, or*	Y	

S.No	Question	Response	Optional Comments
	column, depending on vendor's system architecture.		
IT-3-6	*The software provides the ability to set up a user with inquiry-only access.*	Y	
IT-3-7	*Software should not require users to have administrative rights to their PC in order to run the program or execute most functions.*	Y	

IT-4 Software Architecture and System Integration

S.No	Question	Response	Optional Comments
IT-4-1	*Software will provide an audit trail of user/date/time when records are added/modified/deleted.*	Y	
IT-4-2	*More than one user may update the database at the same time, in the same program. A record locking feature must prevent the loss of data when two or more users are updating the same record.*	Y	
IT-4-3	*The system should use administrative tables so that common information can be stored in one place and accessed from multiple modules.*	Y	
IT-4-4	*The system should maintain the ability to export certain data as needed.*	Y	
IT-4-5	*Any menus, toolbar items, and buttons that are unavailable are grayed out rather than designated by "button/function not available" or other error messages that impede workflow.*	Y	
IT-4-6	*The system allows data to be shared among the different modules.*	Y	
IT-4-7	*Software offers the ability to attach scanned or imported documents (in their native format) to records stored in the database. Example: scanned birth certificates, driver's license, pictures and layouts (in PDF, TIF, JPG, other formats), MS Office documents, etc.*	Y	Users can upload the following file types: ■ DOC, PDF, JPG, WMV and TIF

IT-5 Interfaces

S.No	Question	Response	Optional Comments
IT-5-1	*The software must have a GUI interface that provides a flexible, menu-driven environment from which the user invokes system functions.*	Y	
IT-5-2	*Menus in the GUI should have a consistent "look and feel," meaning a common arrangement of menus, buttons, boxes, etc. that are the same from one menu to another.*	Y	
IT-5-3	*The proposed software will operate on the latest Windows environment if it is not browser based. If it is browser based, the software should operate within any current browser.*	N	ADP Vantage HCM® is supported on the following browsers: Microsoft® Edge Mozilla® Firefox® (Latest version) Apple® Safari® Version 13 and later Google® Chrome® (Latest version) **Important Notes:** Google® has phased out support for Java in Chrome version 45 and later. Chrome version 45 and later is not supported for ADP Vantage HCM Time Java pages. Adobe® Flash® v17 or higher is required with ADP Vantage HCM® Talent, Time versions up to and including version 8.1.2, and Video Help. (Time clients with v8.1.3+ using Leave Requests, Manager Delegation, and Scheduler may require Flash.) Adobe® Reader® v 11 is required for printing reports in PDF format, Pay Statements, W2s and manual checks. **Updated:** January 2023

S.No	Question	Response	Optional Comments
IT-5-4	*Vendor intends to maintain compatibility with future updates / modifications to MS operating systems such that the software will be compatible with updates and service packs within six months after their public release.*	Y	
IT-5-5	*It is preferred that the software operate from a standard Internet browser (preferably Google Chrome, Mozilla Firefox, or Windows Edge) such that, in most cases, no software is required on the users' desktop. If a pure browser-based solution is not available, then please describe the solution that your company provides.*	Y	

IT-6 Vendor Presentation

S.No	Question	Response	Optional Comments
IT-6-1	*If selected to present their product to the selection committee, the vendor should be prepared to have all software modules ready for presentation. A vendor may be disqualified if modules / products that are "in development" or otherwise not ready to present or implement are represented as being complete in this RFP.*	Y	Understood.
IT-6-2	*Vendor should make every effort to demonstrate features LIVE in the presentation to effectively illustrate their product. Examples include being prepared to scan and/or print a document if that is an integral part of a business process.*	Y	Understood.

IT-7 Maintenance and Support

S.No	Question	Response	Optional Comments
IT-7-1	*Augusta does not expect to pay maintenance on any product in the first year. Billable maintenance will begin on the anniversary of the "go live date." A response to this question indicating that the vendor will not honor Augusta's expectation here may result in immediate disqualification.*	Y	ADP structures billing to not begin until you are live on the solution. This includes implementation as well as ongoing costs.
IT-7-2	*The Vendor provides a toll-free telephone number for technical support. Hours: AM ET to PM ET*	Y	ADP provides local expertise and global reach — delivering flexible solutions to match, support, anticipate and keep pace with each client's specific strategy. Augusta can use your toll-free ADP telephone number for regular application and technical support Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. in your local time. After-hours support is available for urgent issues at no additional cost. Augusta can submit service requests to your ADP team 24x7 through the online Service Connect tool.
IT-7-3	*Please describe levels of technical support and the turnaround time for help desk calls expected at each level. Attach additional sheet(s) as necessary to explain your Service Level Agreement (SLA).*	Y	**Escalation of service requests.** Augusta may request escalation of an issue at any time (a user can designate severity of an issue). The first point of escalation should be your client service manager. Requests for escalation are often made if there are time constraints for resolving an issue (such as a scheduled deadline) or if the consultant currently responding to the issue is unable to resolve it.

S.No	Question	Response	Optional Comments
			If an issue is escalated, your HCM manager determines the appropriate course of action and contacts you to discuss the issue and the best path for resolution. Each client support call is logged into our contact relationship management (CRM) system and tracked until the incident is closed. The CRM system helps us assist Augusta by providing: ■ *Accountability*. Each Augusta inquiry is logged into the CRM tool so no open service requests are forgotten. ■ *Statistical reporting by client*. Reports list and define service request information and average resolution time, which keeps ADP management informed of the requirements of each account and how the open service requests are being resolved. ■ *Knowledge management*. This database provides the functional experts and Augusta a quick reference guide to assist in answering frequently asked questions. ■ *Online company profile*. All company-code payroll features, benefits plan design and important client dates are instantly displayed to provide the ADP service team accurate information to answer your questions. ■ *Online service request history*. Augusta's inquiries are documented and accessible to the entire client service team.

S.No	Question	Response	Optional Comments
			■ *Previous service request history.* Immediate access to all previous service request history is available. The functional expert is aware of any ADP response to a client's inquiry.
			Service response priorities. A Priority 1 issue is an incident resulting in the client's application program or system processing capability rendered temporary inoperable (average initial response time is less than one hour). A Priority 2 issue has a serious business impact; however, the issue does not jeopardize a payroll scheduled to process that day, or the business-critical back-end interfaces created for payroll processing (such as 401(k) or direct deposit) are not affected (average initial response time is less than four hours).
			Issues are prioritized according to these severity levels, which apply during regular application and technical support hours.
			Telephone, email and/or eSupport communication methods are used for all issue priority levels.
			After-hours support is available for urgent/emergency situations. Augusta can email, talk to or leave a message for your assigned service consultant. You may also create a service request via our online client service tool.
			ADP uses a variety of tools to monitor service delivery and ensure our clients' satisfaction:

S.No	Question	Response	Optional Comments
			■ *Contact relationship management (CRM)*. All calls and incidents are logged and tracked in ADP's CRM system. We closely monitor statistics (such as call response time and issue resolution time). Our CRM allows for: • Accountability. • Statistical reporting by client. • Knowledge management. • Online company profile information. • Online service request history. • Previous service request history. ■ *Knowledge management*. Service processes/procedures and job aids are documented in our knowledge management system. Knowledge articles are also client-facing for client self-service. This tool allows for: • Consistent service experience. • Quick resolution for client issues. ■ *Call monitoring management*. This system supports statistical reporting on client calls: • Volume (time of day). • Message percentage. • Transfer percentage. ■ *Call recording*. This system records most voice calls and screen activity, which enables quality control for client calls, including: • Incoming and outgoing call recording. • Quality reviews for consistent client experience.

S.No	Question	Response	Optional Comments
			■ *Client self-service portal.* The client self-service portal is accessible directly from the ADP application to provide: • System documentation. • Integration with our CRM for service request submission and management. • Integration with our knowledge management tool for searching the knowledge base. • Self-service tools (such as tracking and SUI rate change).
IT-7-4	*Vendor has a semi/bi/annual user group meeting or conference for customers.*	Y	
IT-7-5	*Upgrades of software are covered under annual maintenance (stated another way: We will not have to re-buy the next version of the software).*	Y	
IT-7-6	*Vendor shall be on-site during the official "Go-Live" of the software unless Augusta specifically agrees that they need not be present.*	Y	We can structure this request into the proposal.
IT-7-7	*When vendor personnel are on-site working with Augusta personnel, they shall not send, check, or read email, text-messages, voicemail, phone calls (via cell phones or land lines), pagers, etc. related to other customers or business except in cases of emergency, except during lunch or breaks. If Augusta has paid for vendor*	Y	

S.No	Question	Response	Optional Comments
	personnel to be on-site working with our personnel on our project(s), vendor is expected to be focused on our work.		

IT-8 Vendor Connectivity

S.No	Question	Response	Optional Comments
IT-8-1	*Vendor must agree to remotely support this technology using Augusta's chosen platform for VPN access. Augusta's current vendor access platform is SecureLink. Vendor will agree to register through and use the designated platform for any connection to the Augusta network. Vendor understands that any connection will be recorded and logged by Augusta.*	N/A	The proposed solutions are delivered as a pure SaaS offering accessed over the public internet via a modern browser experience.

IT-9 Entirety of Agreement

S.No	Question	Response	Optional Comments
IT-9-1	*All documents, scopes of work, costs, and activities related to the project are expected to be included as part of the contract signed between Augusta and the chosen vendor. Change Order Management will be explicitly covered under the contract provisions in order to protect Augusta from unexpected costs and to protect the vendor from post-contract additions/requests from Augusta, but as a general rule it is expected that Augusta will have no additional expenses other than what is spelled out in the final contract.*	N	ADP is not agreeing to specific terms to be included in a proposed contract by submitting a proposal in response to this RFP. ADP's proposal assumes the parties will reach mutual agreement on suitable overall contractual terms and conditions materially similar to those within ADP's standard Global Master Services Agreement (GMSA). The GMSA contains the terms under which ADP does business with its clients and ADP recommends using it because it precisely addresses, describes

S.No	Question	Response	Optional Comments
			and supports the issues specific to and relevant to the provision of the services proposed hereunder. ADP is also open to considering specific provisions of the RFP, together with ADP's response, for possible inclusion in the negotiated agreement.
IT-9-2	*All support will be provided entirely by the vendor making this proposal. Augusta desires one point of contact for support for the proposed application(s) rather than dealing with multiple third-party vendors.*	Y	
IT-9-3	*All training will be provided by the chosen vendor. Please describe how that training will occur and the related costs.*	Y	

IT-10 General Technical Requirements

S.No	Question	Response	Optional Comments
IT-10-1	*The proposed solution is compatible with operating across a wide area network. Please indicate minimum required level of connectivity (DSL, LAN, etc.).*	Y	System access requires the use of broadband-based internet communications (such as ADSL, Cable, T-1, MPLS, etc.). Mobile device access requires CDMA/GSM 3G/4G cellular or WiFi connectivity. ADP uses Gigabit internet connectivity to the data centers, which is load-balanced and supplied by independent Tier 1 ISP partners/suppliers. Each circuit supplied by the ISP is deployed with enough capacity to accommodate the entire data center traffic load in the event of a circuit failure.

S.No	Question	Response	Optional Comments
IT-10-2	*Vendor should indicate recommended client workstation requirements.*	Y	
IT-10-3	*Vendor should indicate the recommended server requirements for various components as necessary (application, database, web, and storage/SAN, etc.)*	Y	
IT-10-4	*Vendor should include list of specialized equipment required for their solution, to include cards and/or peripherals such as touch screens, cash drawers, receipt printers, microphones, speakers, camera, etc., bar code readers and/or magnetic stripe readers, etc. (as needed / if applicable).*	Y	
IT-10-5	*Vendor should indicate any third-party software that is required to work with their solution, including plug-ins, DirectX, Java, Adobe software, media players, etc. The version number of each software should be included as well.*	Y	
IT-10-6	*If Augusta is to host the application, server should operate on a Microsoft Windows-based server.*	N/A	
IT-10-7	*If Augusta is to host the application, server should be capable of operating in a virtual environment. The current Augusta standard is VMWare.*	N/A	
IT-10-8	*If there are mobile features / modules, vendor should provide customer references that are using the modules*	Y	

S.No	Question	Response	Optional Comments
	and be prepared to demonstrate them.		

IT-11 General Report Characteristics

S.No	Question	Response	Optional Comments
IT-11-1	*All reports within the software have the ability to be viewed on screen, printed, or output as RTF, Excel Spreadsheet, HTML, Text or PDF files. In addition, all reports can be emailed as an RTF, Excel Spreadsheet, HTML, Text or PDF attachment.*	N	Standard and ad hoc reports span each functional HCM area and can be extracted into a variety of formats (HTML, PDF, XLS, CSV, TXT and XML).
IT-11-2	*In addition to the standard reports, a report writer must be available to produce ad-hoc and customized reports. Further, the system must permit reporting via a third-party report writer, such as Crystal Reports, or SQL Report.*	Y	

HR-1 Position Control

S.No	Question	Response	Optional Comments
HR-1-1	*The solution must allow for multiple position tracking to track incumbents who hold multiple positions in an organization; hold a separate employee record for each incumbent.*	Y	
HR-1-2	*The solution must allow for multiple positions per incumbent - track positions that are available for each incumbent at any point of time.*	Y	
HR-1-3	*The solution must allow for multitudinous account distributions per position (i.e., to create multiple account distributions per position).*	Y	
HR-1-4	*The solution must display complete job description with full position requirements at the click of a button.*	Y	
HR-1-5	*The solution must automatically and seamlessly integrate with applicant tracking to show current and historic information of applicant status at any point of time.*	Y	
HR-1-6	*The solution must provide canned and custom reports – that is, generate custom reports by*	Y	

S.No	Question	Response	Optional Comments
	providing various filter drop-down options relevant to position control.		
HR-1-7	*The solution must be date/calendar driven - to track incumbent's hire date, joining date, termination date, and vacancy statistics like total amount of time a particular position is vacant, number of times it is vacant, etc.*	Y	
HR-1-8	*The solution must integrate with the payroll solution for benefit deduction/contributions, and the payroll solution must be capable of providing accounting information to the City's ERP.*	Y	

HR-2 Time and Attendance

S.No	Question	Response	Optional Comments
HR-2-1	*The solution must provide the ability to configure 9/80s, 4/10s, overtime rules, etc.*	Y	
HR-2-2	*The solution must allow for shift differentials & premiums.*	Y	
HR-2-3	*The solution must allow for FLSA calculations.*	Y	
HR-2-4	*The solution must provide integrated time and attendance capability.*	Y	
HR-2-5	*The solution must allow for flexible data collection (e.g., electronic timesheets, time clocks, badges, biometrics, and geofenced reporting).*	Y	
HR-2-6	*The solution must provide the ability to track by multiple cost control codes.*	Y	
HR-2-7	*The solution must provide approval and reporting capabilities for supervisors.*	Y	
HR-2-8	*The solution must provide leave accounting and reporting (e.g., vacation, sick, holiday, FMLA, disability).*	Y	
HR-2-9	*The solution should provide automatic notifications and alerts (exception reporting).*	Y	
HR-2-10	*The solution must allow for mobile access through a website and/or mobile app to check deposit, access news, request/approve time off, etc.*	Y	

HR-3 Human Resources Information Data & Functionality

S.No	Question	Response	Optional Comments
HR-3-1	*The system must provide the ability to transfer employment applications into employee records.*	Y	
HR-3-2	*The system must allow for automated placement and on-boarding.*	Y	
HR-3-3	*The solution must allow for the maintenance of employee information.*	Y	
HR-3-4	*The system should provide an automated workflow for RPAs (Request for Personnel Action), preferably through a web interface.*	Y	
HR-3-5	*The system must allow for job description management.*	Y	
HR-3-6	*The system must allow for dependent verification.*	Y	
HR-3-7	*The system must allow for the automated implementation of mass changes to employee information.*	Y	

HR-4 Absence and FMLA Management

S.No	Question	Response	Optional Comments
HR-4-1	*The system must provide the ability to request new leave, view pending and active leave, and check remaining time balances.*	Y	
HR-4-2	*The system should provide for the ability to receive and send notifications about new messages and/or documents.*	Y	
HR-4-3	*The system should allow access to forms, key regulations, and reporting.*	Y	
HR-4-4	*The system should provide the ability to allocate, track and grant leave as well as allow for employees to request and track their leave.*	Y	
HR-4-5	*The system should allow employees to submit leave applications and for admins/managers to approve or reject the leave applications.*	Y	

HR-5 Compensation Management

S.No	Question	Response	Optional Comments
HR-5-1	*The solution must provide salary/compensation and forecasting tools.*	Y	
HR-5-2	*The solution must possess a centralized dashboard to visualize compensation data.*	Y	
HR-5-3	*The solution must provide for pay equity management.*	Y	
HR-5-4	*The solution must possess automated rules in compensation management.*	Y	
HR-5-5	*The solution must provide automatic payroll updates.*	Y	
HR-5-6	*The solution must allow for budget allocation.*	Y	
HR-5-7	*The solution must possess a compensation dashboard.*	Y	
HR-5-8	*The solution must possess a compensation grid.*	Y	
HR-5-9	*The solution must allow for compensation packages.*	Y	
HR-5-10	*The solution must allow for compensation planning.*	Y	
HR-5-11	*The solution must possess a compensation plan view.*	Y	
HR-5-12	*The solution must possess compensation reports.*	Y	
HR-5-13	*The solution must provide compensation survey management.*	Y	
HR-5-14	*The solution must possess automated rules in compensation management.*	Y	

HR-6 Benefits Administration

S.No	Question	Response	Optional Comments
HR-6-1	*The system must provide for payments integration with any third- party plan administrators.*	Y	
HR-6-2	*The system must allow for integrated leave and benefits accounting with the fiscal management system.*	Y	
HR-6-3	*The system must provide an Affordable Care Act (ACA) dashboard, automated reporting to the IRS,*	Y	

S.No	Question	Response	Optional Comments
	the ability to generate 1095s, and the ability to create IRS upload files as needed.		
HR-6-4	*The system must allow for ACA eligibility calculations.*	Y	
HR-6-5	*The system should provide actionable recommendations.*	Y	
HR-6-6	*The system must allow for assessment surveys.*	Y	
HR-6-7	*The system must provide automated evidence of insurability.*	Y	
HR-6-8	*The system should provide benefits administration capabilities.*	Y	
HR-6-9	*The system must provide benefits analytics.*	Y	
HR-6-10	*The system must possess the ability to create benefits statements.*	Y	
HR-6-11	*The system must possess broker assistance capabilities.*	Y	
HR-6-12	*The system must provide for COBRA administration.*	Y	
HR-6-13	*The system must provide the ability to E-File 1094-C and 1095-C Forms.*	Y	
HR-6-14	*The system must allow for employee profile access.*	Y	
HR-6-15	*The system must possess life event management capabilities.*	Y	
HR-6-16	*The system must allow for penalty alerts.*	Y	
HR-6-17	*The system must provide rule-based eligibility.*	Y	
HR-6-18	*The system should possess robust ACA tools. Please describe any tools not already addressed above.*	Y	

HR-7 On-boarding/Off-boarding

S.No	Question	Response	Optional Comments
HR-7-1	*The solution must provide automated email notifications.*	Y	
HR-7-2	*The solution must provide for background screening.*	Y	
HR-7-3	*The solution must provide for compliance reporting.*	Y	

S.No	Question	Response	Optional Comments
HR-7-4	*The solution must provide for the hiring and management of contingent workers.*	Y	
HR-7-5	*The solution must provide the ability for digital signatures.*	Y	
HR-7-6	*The solution must allow for employee transfer.*	Y	
HR-7-7	*The solution must provide employee lifecycle tracking.*	Y	
HR-7-8	*The solution must provide for employee withholding certificates.*	Y	
HR-7-9	*The solution must possess a job applications dashboard.*	Y	
HR-7-10	*The solution must allow for offer letter creation.*	Y	
HR-7-11	*The solution must provide an onboarding checklist.*	Y	
HR-7-12	*The solution must provide web-based forms.*	Y	
HR-7-13	*The solution must allow for termination reasons.*	Y	

HR-8 Performance Management

S.No	Question	Response	Optional Comments
HR-8-1	*The system should possess a skills matrix.*	Y	
HR-8-2	*The system should possess pre-built competency templates.*	Y	
HR-8-3	*The system should allow for performance measurement and an automated evaluation workflow.*	Y	
HR-8-4	*The system should provide multiple appraisal cycles.*	Y	
HR-8-5	*The system should provide a goal monitoring dashboard.*	Y	
HR-8-6	*The system should allow for goals management.*	Y	
HR-8-7	*The system should allow for feedback reports.*	Y	
HR-8-8	*The system should possess employee coaching capabilities.*	Y	
HR-8-9	*The system should allow for development plans.*	Y	

S.No	Question	Response	Optional Comments
HR-8-10	*The system should allow for competency management.*	Y	
HR-8-11	*The system should provide appraisal reports.*	Y	
HR-8-12	*The system should allow for 360-degree feedback.*	Y	

HR-9 Discipline Tracking

S.No	Question	Response	Optional Comments
HR-9-1	*The solution should provide for the maintenance of discipline and grievance information.*	Y	
HR-9-2	*The solution should provide the ability to submit online grievances.*	Y	
HR-9-3	*The solution should allow for logging, viewing, and reviewing both current and historical disciplinary events.*	Y	

HR-10 Compliance

S.No	Question	Response	Optional Comments
HR-10-1	*The system must provide the ability to monitor compliance regulations.*	Y	
HR-10-2	*The system must provide customizable HR documents for different types of policies.*	Y	
HR-10-3	*The system must allow the ability to classify, file, and manage pertinent documents.*	Y	
HR-10-4	*The system must provide tools to communicate compliance risks to employees.*	Y	

HR-11 Recruitment and Applicant Tracking

S.No	Question	Response	Optional Comments
HR-11-1	*The solution must provide the following recruitment and tracking capabilities. • Talent Pool Search • Recruitment Pipeline • Automated Job Posting • Interview Management • Employee Referral • Creation of Career Pages • Career Portal*	Y	

HR-12 Learning Management System

S.No	Question	Response	Optional Comments
HR-12-1	*The system must provide the ability to integrate current employees and onboard new employees simultaneously.*	Y	
HR-12-2	*The system must provide the ability to upload or build custom courses.*	Y	
HR-12-3	*The system must allow for centralized training & tracking.*	Y	
HR-12-4	*The system must possess reporting & compliance.*	Y	
HR-12-5	*The system must allow for modernized training processes.*	Y	
HR-12-6	*The system must possess a mobile-friendly interface training app/website.*	Y	
HR-12-7	*The system must provide for skills gap analysis (SGA).*	Y	
HR-12-8	*The system must allow for assessments & quizzes.*	Y	
HR-12-9	*The system must allow for self-synchronization learning.*	Y	
HR-12-10	*The system must allow for compliance/risk management training.*	Y	
HR-12-11	*The system must allow for and track continuing education units (CEUs).*	Y	
HR-12-12	*The system must allow for career pathway learning & development plans (i.e., new supervisors/managers).*	Y	

HR-13 Affordable Care Act (ACA) Reporting

S.No	Question	Response	Optional Comments
HR-13-1	*The solution must provide the ability to generate ACA IRS Forms 1094-C/1095-C (digital and printed) for employees as well as electronic transmission forms to the IRS.*	Y	
HR-13-2	*The solution must possess the ability to determine ACA full-time status (eligibility) for benefits based on look-back period.*	Y	
HR-13-3	*The solution must allow for affordability/minimum essential coverage tracking.*	Y	

S.No	Question	Response	Optional Comments
HR-13-4	*The solution must allow for regulatory management.*	Y	

HR-14 Data/Document Management and Access

S.No	Question	Response	Optional Comments
HR-14-1	*The system must allow for personal information.*	Y	
HR-14-2	*The system must allow for job and salary history.*	Y	
HR-14-3	*The system must allow for banking and tax details.*	Y	
HR-14-4	*The system must allow for insurance plans.*	Y	
HR-14-5	*The system must allow for time off requests.*	Y	
HR-14-6	*The system must allow for disciplinary history.*	Y	
HR-14-7	*The system must allow for performance feedback*	Y	
HR-14-8	*The system must provide an employee self-service portal for: • Automatic Tax Document Generation. • Company Policies and Employee Handbook. • Document Access Control. • Document Repository. • Document Search and Sharing. • Document Updates and Printing. • Employee self-service example. • Benefits Election and Enrollment. • Expense Requests. • Internal Job Submission. • Leave Requests. • Pay Stub Access. • Personal Details.*	Y	
HR-14-9	*The system must allow for the ability to create a realistic plan for the future of employees to include: • Succession Planning. • Talent Insights Dashboard. • Talent Matrix. • Talent Pool. • Nine Box Grid. • Talent Reviews View.*	Y	

PYR-1 Payroll

S.No	Question	Response	Optional Comments
PYR-1-1	*The solution must possess the ability to import current pay-codes, deduction types/definitions, contribution types/definitions, and any other*	Y	

S.No	Question	Response	Optional Comments
	necessary data from existing payroll applications. Please briefly elaborate.		
PYR-1-2	*The application must possess the ability to import past payroll accumulator records for employees. Please briefly elaborate.*	Y	ADP recommends including only the data required to support ongoing operations within ADP Vantage HCM (typically current job and employee demographics for HR and current-year pay data for payroll). Other business requirements may require additional data transformation. These requirements are reviewed as the project begins with an ADP data management resource. When historical data is a business requirement, ADP can convert history as part of the project. Loading historical nonpayroll data often poses additional challenges since there may be data elements in these records that are no longer included in the organizational structure. If the resources are available to validate the historical data transformation, there is minimal risk to the overall project. Historical and current data is obtained in the beginning of the project and mapped to the new setup. Historical mapping fields are defaulted for historical reporting.
PYR-1-3	*The application must possess the ability to import any other types of employee data necessary for payroll production*	Y	ADP delivers the necessary tools to interface to virtually any third-party system. Augusta can develop and manage real-time, API-based

S.No	Question	Response	Optional Comments
	from other payroll applications. Please briefly elaborate.		interfaces and file-based transfers. Each method supports inbound and outbound data movement. In addition, ADP Marketplace is the largest open HCM ecosystem that equips clients with the choice and flexibility to try, buy and implement third-party business solutions that connect to your ADP platform. Apps sync directly with ADP payroll, HR, or workforce management platforms via standard APIs so you can deploy them with the click of a button. We offer standard integration with a collection of highly rated HR business apps that securely share data with your ADP platform. ADP can manage interface development for file-based transfers to third-party systems on Augusta's behalf. We conduct a thorough analysis with your users to define exactly what is needed.
PYR-1-4	*The application must possess the ability to export accounting/financial records post-payroll to the financial system of record. Please briefly elaborate.*	Y	ADP primarily supports flat-file integration for inbound and outbound external data exchange methods. Flat files are transmitted using SFTP with PGP file encryption. Inbound file-based data integrations are managed through configurable, fully integrated import definitions. Inbound integration can be run on receipt or run on demand. Augusta can extract data in numerous formats using APIs,

S.No	Question	Response	Optional Comments
			reporting capabilities, dashboard analytics and other tools. Outbound file-based data integrations are executed using the integrated reporting engine. Data extracts needed for integrations are defined via templates and can be transformed at run time into supported formats (CSV, TXT, XLS, XML). Data extracts may be scheduled using an embedded process scheduler and distributed using secure transmission protocols. Processes supporting inbound integrations are executed on demand. Outbound processes are scheduled using an embedded process scheduler.
PYR-1-5	*The application must possess the ability to configure multiple types of payroll runs and frequencies. (Ex. 26 regular pay periods per year for regular employees, 12 monthly pay periods for certain elected officials, on-demand payrolls outside of the above cycles, when necessary, etc.).*	Y	
PYR-1-6	*The application must possess the ability to add unscheduled and/or off-cycle payrolls (i.e., one-time lump sum payments). It should allow for separate payrolls to be created for the same payroll check date.*	Y	
PYR-1-7	*The application must possess the ability to assign different frequencies of deductions by type (ex. Pension deductions 26 times per year, Health insurance deductions 24 times per year, etc.).*	Y	

S.No	Question	Response	Optional Comments
PYR-1-8	*The application must possess canned payroll reports.*	Y	
PYR-1-9	*The application must possess the ability to create ad-hoc reports and to customize existing reports. Please elaborate on the process, needed tools, and so forth for creating new reports or altering existing reports.*	Y	ADP's simple, powerful reporting capabilities allow Augusta to easily gain insight from your data. Our actionable standard reports were developed in consultation with clients and industry experts to understand what users really need and use. Standard and ad hoc reports span each functional HCM area and can be extracted into HTML, PDF, XLS, CSV, TXT and XML. Simplified reporting makes report creation and distribution intuitive for any user. The system offers suggested data sources, reports and navigation through drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date and viewed in charts. Ad hoc reports can be saved to the dashboard as charts so users can toggle between the chart and report data, drill into report details and export the data (and/or chart) to share across your organization. We welcome the opportunity to introduce Augusta to all of the delivered reporting and analytics in the ADP system via live demonstration. In the interim, please see **Exhibit 1 -**

S.No	Question	Response	Optional Comments
			ADP Vantage Payroll Standard Reports Guide.
PYR-1-10	*The application must possess the ability to create reports in third- party report writing applications if there is not a report writer native to the solution (ex. Crystal Reports, Cognos, etc.).*	Y	
PYR-1-11	*The application must possess the ability for queries to be made using the SQL scripting language.*	Y	
PYR-1-12	*The system should provide a portal solution for employees to view post-payroll information online (W2s, check stubs, etc.).*	Y	
PYR-1-13	*The system should possess the ability for employees to estimate their net pay.*	Y	
PYR-1-14	*The application must allow for the segregation of responsibilities between Payroll and HR through granular user security.*	Y	
PYR-1-15	*The application should allow for the payroll staff to lock-out non-payroll users during payroll runs so that payroll integrity can be achieved. If this is to be achieved through some other means, please elaborate.*	Y	
PYR-1-16	*The application must allow for exempt and non-exempt employees to be configured differently for payroll purposes. Currently, exempt employees are not paid based on time-card hours, but their leave accruals are maintained within the time-keeping system.*	Y	
PYR-1-17	*The application must possess the ability to void and re-issue payroll checks.*	Y	

S.No	Question	Response	Optional Comments
PYR-1-18	*The application should possess the ability to track enrollment and use of sick-pool hours. The sick pool is an added benefit within the city where employees can contribute their sick leave to other employees in need. This is currently tracked manually as it is a different benefit than sick leave accrual.*	Y	
PYR-1-19	*The application must possess the ability for payroll to run a query or to run a report on employees with no hours on their timecards.*	Y	
PYR-1-20	*The application must allow employees to update direct deposit information as well as tax withholdings through a workflow process that involves both approvals and notifications as necessary.*	Y	
PYR-1-21	*The application should send notifications to payroll staff regarding final payments of garnishments, IRS levies, and bankruptcies.*	Y	
PYR-1-22	*The system must allow for the continued printing of check stubs if needed (both during payroll runs and afterwards).*	Y	
PYR-1-23	*The application must allow for the historical archiving of past payroll information to include payroll runs from the current payroll system to be replaced.*	Y	
PYR-1-24	*The system must allow for maximum leave accruals to be tracked and enforced.*	Y	
PYR-1-25	*The system must allow for non-city employees to be configured differently and paid through the payroll process. Specific to Augusta, certain departmental*	Y	

S.No	Question	Response	Optional Comments
	employees (Library, Public Defender's Office, and many others) are not county employees; however, the Payroll Department is their main payroll entity.		
PYR-1-26	*The system must possess the ability to create and export post- payroll flat-files, csv files, or other files as necessary for transmission to other entities (ex. Pension files, Credit Union Files, Workers-Comp files, etc.). Examples of these files can be provided as necessary as each file transmits different information.*	Y	
PYR-1-27	*The system must possess the ability to create needed flat files, .csv files, or other files as necessary in the future if a new need arises.*	Y	
PYR-1-28	*The City offers a gym-membership reimbursement to employees based on their monthly visits to the gym. Currently, a file is uploaded into the payroll system to allow for those reimbursements. The application should be able to accommodate that process.*	Y	
PYR-1-29	*The system must possess the ability to automatically generate, submit, and/or print the following files: 1. Form 941 2. Form W-2c 3. Form W-2 4. Georgia Quarterly Reports 5. ACA Compliance Reports 6. Form 1099 Please elaborate on what capability exists for each form.*	Y	

PYR-2 Other

S.No	Question	Response	Optional Comments
PYR-2-1	*Does the vendor have any other clients using their product for payroll and Central Square for Finance/Accounting? Please elaborate on those clients and provide contact information if so.*	N/A	ADP does not track accounting systems within our client base but we work with any accounting system and will be providing a General Ledger interface as part of the project.
PYR-2-2	*Has the vendor worked with any other clients who have exported payroll data from Central Square to their product? Please elaborate on those clients and provide contact information if so.*	N/A	ADP is able to work with any accounting package – including Central Square. The General Ledger interface will be part of the solution.
PYR-2-3	*Please elaborate on what the expected import of data from Central Square into this system would require and how it would move forward.*	N/A	We will work with your technical staff with the interface for General Ledger purposes.
PYR-2-4	*The application must possess audit tracking capabilities for all modules across the system.*	Y	
PYR-2-5	*Please detail the number of years of data that can be housed in your system.*	Y	Unlimited.
PYR-2-6	*Please detail any storage limitations.*	N/A	
PYR-2-7	*Please detail any alternative storage solutions.*	N/A	
PYR-2-8	*Please detail the advanced security measures available within the application (MFA, encryption, etc.).*	Y	ADP's multi-level security model includes identity management services (authentication) governing who can access the system, access control services (authorization) governing what functions a user can access to view or edit, and data access services (data entitlements) governing what data the user can see. Data access services are enforced across run-time

S.No	Question	Response	Optional Comments
			application services, reporting services and analytics.

Security is role-based and dynamically applied based on client-configurable profiles and associated organizational and group membership rules. Access control services also provide the ability to flexibly control logos and themes (colors) presented to the user independently of content by company, division, location and other indicative data-specific attributes.

An advanced risk-based multi-factor authentication incorporates an artificial intelligence risk engine to manage risk score profiles for administrative access. Risk-based authentication is a second factor used at the time each administrator logs in (in real time) to ensure the user really is who he or she says. This additional level of security is applied in accordance with the NIST authentication assurance level 3 standard; it is applied to individual users with expanded privileges beyond the normal access of an employee. Risk-based authentication is a dynamic authentication process that evaluates the historic login pattern of known threats to the pattern of the administrator currently logging in. The risk engine then determines the level of the challenge to present to the user. The higher the risk score, the stronger the challenge; a lower risk score may only require a username/password and no |

S.No	Question	Response	Optional Comments
			challenge. Risk-based authentication permits challenging the user for additional identification data only when the risk score is elevated beyond the ADP-specified threshold. The security model also supports the industry-standard federated identity management authentication model. Federated authentication services enable the secure exchange of identity information across organizational boundaries, while ensuring the integrity, availability and confidentiality of the information exchanged. Federated authentication enables employees and managers to authenticate in their own company's site, which eliminates the need to present additional login credentials when accessing the system. The system supports the Security Assertion Markup Language (SAML v2) standard. Client data is assigned unique organizational and employee identifiers used during storage and transaction processing, and all screen inputs are validated for integrity. Client data is stored in secure, uniquely assigned file systems and dedicated database schemas. Data encryption and data masking techniques are also employed to enforce data privacy. The system is engineered with integrated monitoring to constantly measure availability and user experience. All tiers of the application are monitored

S.No	Question	Response	Optional Comments
			24x7. Deployments are managed through a stringent change-management process with trusted, industry-recognized and -accepted deployment tools. Application deployments are scripted and automated to provide a repeatable process that minimizes the potential for human error. Deployment records are maintained for audit purposes. File exchanges into or out of the system are facilitated through ADP's secure data gateway services to provide secure transport, nonrepudiation, virus checking, malware checking, archiving and alerts over a variety of secure protocols, including SFTP, FTPS and HTTPS/AS2, to ensure data integrity is securely maintained.
PYR-2-9	*The data contained within the system must be encrypted both in- transit and at-rest. Please elaborate as needed.*	Y	ADP uses Transport Layer Security (TLS) encryption for the transmission of data between the web browser and the web server so it is only accessible to authorized individuals. Data at rest encryption is provided; encryption occurs at the storage layer using AES with 256-bit keys, and passwords are encrypted in transit and while stored. ADP employs industry-standard full disk encryption technology to protect sensitive data at rest stored within our SAN and NAS storage arrays and on ADP-owned laptops and workstations. In addition, ADP requires use of industry-standard encryption on portable devices (such as CDs and flash drives) to ensure the

S.No	Question	Response	Optional Comments
			security of sensitive client and/or ADP information. We also require the use of end-to-end encrypted email for transmission of sensitive client data when use of email is necessary. We use secure encrypted connections for all interactive application end-user sessions and file transmissions with a preference toward the added use of PGP encryption for bulk interface file transfers containing nonpublic confidential client data transmitted over public networks. Enabled APIs are secured using Mutual TLS with OAuth2 authorizations or HTTPS/TLS posts.

Supplement to ADP's Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160

IT-4-4	The system should maintain the ability to export certain data as needed.	Y	ADP's system permits the export of data as further described in ADP's service definition.
IT-7-6	Vendor shall be on-site during the official "Go-Live" of the software unless Augusta specifically agrees that	Y	ADP is able to provide on-site support during the official Go-Live; however, the proposed solution does not include the cost for this additional implementation support.
HR-3-6	The system must allow for dependent verification.	Y	ADP's system allows for dependent verification. The scope of services proposed does not include ADP providing dependent verification services.
HR-10-1	The system must provide the ability to monitor compliance regulations.	Y	Compliance on Demand provides Clients with access to human resources information and best practice guidance. ADP designs its services, to assist the Client in complying with its legal and regulatory requirements applicable to the services, and ADP will be responsible for the accuracy of such design.
IT-4-5	Any menus, toolbar items, and buttons that are unavailable are grayed out rather than designated by "button/function not available" or other error messages that impede workflow.	Y	For options that are unavailable to a particular user, ADP's system does not display the option to that user.
HR-3-1	The system must provide the ability to transfer employment applications into employee records.	Y	Under the proposed solution, the City of Augusta has the ability to export applicant documents, including the application, from the ADP Recruitment Management solution and import the document into the Employee's Record in Vantage HCM via the Document Cloud solution. This process can be automated at an additional cost upon the City of Augusta's request.
HR-6-1	The system must provide for payments integration with any third- party plan administrators.	Y	ADP's system has this capability, but this functionality is not included in the proposed scope of services.

HR-7-2	The solution must provide for background screening.	Y	ADP offers a background screening solution, but it is not included in the proposed scope of services.
PYR-1-11	The application must possess the ability for queries to be made using the SQL scripting language.	Y	Note that Clients do not have direct SQL access, but do have the ability to run adhoc reports via ADP's reporting solution, ADPR.
PYR-1-23	The application must allow for the historical archiving of past payroll information to include payroll runs from the current payroll system to be replaced	Y	ADP can convert check history
PYR-1-21	The application should send notifications to payroll staff regarding final payments of garnishments, IRS levies, and bankruptcies.	Y	The liens/images, deductions disbursed, and letters generated are all available for the client to view on SmartCompliance.

Service Commitments

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

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

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

1.3   "**Go-Live Date**" shall have the meaning set forth in the Global Master Terms and Conditions.

1.4   "**Key Performance Indicator**" means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Attachment A hereto (if any), to which no Service Level Credit applies, but which is meaningful to Client's business.

1.5   "**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.

1.6   "**Service Commitments**" means Service Levels and, where applicable, Key Performance Indicators, collectively.

1.7   "**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.

1.8   "**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.

1.9   "**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 twenty (20) 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 20th, 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

5.3 **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 thirty percent (30%), (iii) the fee for the applicable Service is $500,000 for such month, and (iv) the At-Risk Amount is three percent (3%). The applicable Service Level Credit would be computed as follows:

Service Level Credit = A x B	Where:
	A = the Allocation Percentage = 30% (or 0.3) B = the At-Risk Amount = (3% x $500,000) = $15,000 = 0.3 x $15,000
Service Level Credit	**$4,500**

5.4 **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.

5.5 **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.   ADP HCM Services on ADP Vantage HCM

The following ADP HCM Services are included under ADP Vantage HCM:

- Talent Acquisition Solutions
- Talent Management Solutions
- Payroll Services
- ADP Benefits Administration Services

Service Level	Allocation Percentage
ADP Application Program Availability *	40%
Payroll Services	
Payment Accuracy	25%
Payment Timeliness	25%
Other HCM Services	
Carrier Enrollment Processing	10%
Total	**100%**
At Risk Amount	**5%**

* Applicable to the following ADP Application Programs:

- ADP Vantage HCM
- ADP Recruiting Management
- ADP Talent Management
- ADP Benefits Administration Services

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%	• ADP Vantage HCM • ADP Recruiting Management • ADP Talent Management • ADP Benefits Administration Services

Calculation:

ADP Application Program Availability = ((Total Uptime + Excused Downtime) / Total Minutes) x 100

(Note: Availability for each applicable ADP Application Program is measured separately and any resulting credit is calculated and applied proportionally)

Total Uptime – the number of minutes in the Measurement Period that the applicable ADP Application Program is available

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

Total Minutes – the total number of minutes in the Measurement Period

Description	Measurement Period	Service Level	Applicable ADP Application Programs
Example: ADP Application Program #1 Assume Total Uptime = 42,900 minutes; Excused Downtime = 180 minutes; Total Minutes = 43,200 minutes ADP Application Program Availability $\quad$ = ((42,900 + 180)/43,200) x 100 $\qquad\qquad\qquad\qquad\qquad\qquad$ = 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 $\quad$ = ((42,900 + 100)/43,200) x 100 $\qquad\qquad\qquad\qquad\qquad\qquad$ = 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

Calculation:

Payment Accuracy = ((A – B)/A) x 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

Example:

Assume 2,000 Client employee payment calculations; 10 incorrect Client employee payment calculations

Payment Accuracy   = ((2,000 – 10)/2,000) x 100
                               = 99.5%

A. 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

Calculation:

Payment Timeliness = ((A – B)/A) x 100

Where:

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

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

Example:

Assume 2,000 Client employee payments and/or payment instructions delivered or made available; 10 late payments and/or payment instructions

Payment Timeliness   = ((2,000 – 10)/2,000) x 100
                                  = 99.5%

3.   **Benefit Services**

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 • ADP Benefits Administration Services
Calculation: Carrier Enrollment Processing = (A/B) x 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			
Example: 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) x 100 = 99.6%			

ADP Sample Implementation Plan - consolidated

Phase	Weeks	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20	21-22	23-24	25-26	27-28	29-30	31-32	33-34	35-36	37-38	39-40	41-42	43-44	45-46	46-47	47-48	49-50	51-52	53-54	55-56
	Date																													
Initiation	Assemble Project Team	█	█																											
	Review Project Scope and Requirements	█	█																											
	Project Kick Off																													
	Craft and Approve Project Charter	█	█																											
	Begin Scheduling Analysis / Data Gathering Sessions		█																											
Design & Build	Identify Analysis / Configuration Work Streams		█																											
	Conduct Analysis Sessions																													
	Core Configuration Analysis		█	█	█	█																								
	Business Structure Analysis		█	█																										
	Integration Analysis		█	█																										
	Report Analysis		█	█																										
	Time Clock Replacement Strategy		█	█																										
	EDA / Employee Demographic Data Review				█	█																								
	Change Management Planning / Registration / Enrollment			█	█	█																								
	Migrate Core Configuration Parameters																													
	Configure Business Structure				█																									
	Configure Group Sets, Profiles, Etc.				█	█																								
	Develop and Deploy Boomi Interfaces					█																								
	Build / Instruct DataViews																													
	Begin Time Clock Replacement / Configuration			█	█																									
	Begin Loading Demographic Information																													
Validation	Test System Access							█																						
	Verify Employee Data							█																						
	Conduct Validation Testing							█	█	█	█																			
	Test Core Configuration Parameter							█	█																					
	Exercise EDA Configuration							█	█																					
	Test All Integration							█	█	█																				
	Test Reports and DataViews								█	█																				
	Test Time Clock Communications								█	█																				
	Training and Change Management Continues								█	█																				
	Time Clock Deployment Continues								█	█																				
	Validation Sign Off Complete									█																				
	Move Configuration into Production									█																				
Production	Time Punching Begins											█																		
	Client Triage Team Monitors Status											█	█	█																
	Prepare for First Payroll Processing												█	█																
	First Payroll Second Processing													█																
	Second Payroll Processing														█															
	Transition to Service														█															
Payroll HR Initiation	Collect Company Level Data															█	█	█												
	Collect Policies and Requirements															█	█	█												
	Project Kick Off															█	█	█												
	Training Enrollment & Delivery Begins															█	█	█												
Design & Build	Requirements Analytics Payroll, HR, Time																													
	Benefits, Recruitment, Talent, GL																													
	Identify Security Administrator																		█	█	█	█	█	█						
	Data Conversion Planning and Mapping																		█	█	█	█	█	█						
	Initial Data Conversion & Load																		█	█	█	█	█	█						
	Verify Employee Data																		█	█	█	█	█	█						
	Establish Security Framework																		█	█	█	█	█	█						
	Solution Configuration																		█	█	█	█	█	█						
	Unit Testing																		█	█	█	█	█	█						
	Report and Interface Specs & Development																		█	█	█	█	█	█						
	Data Extraction, Conversion & Load for Validation Phase																													
Core Team Training	Practitioner, System Admin, Manager Training																							█	█	█	█	█		
Change Management	Organizational Readiness																													
	Client Change Management Planning & Execution															█	█	█	█	█	█	█	█	█	█	█	█	█		
	Communication to Organization																													
Validation	Delivery of Database & Masterfile																											█		
	Verify Employee Data																											█		
	Build out Security & Workflows																											█		
	User Acceptance Testing																											█		
	Payroll Comparison Testing																											█		
Production	Data Extraction, Production Conversion																										█	█		
	Load Client Validation of Data																										█	█		
	Client Catch-up / Dual Maintenance data entry																										█	█		
	ADP Solution Live																										█	█		
	Time punching begins																										█	█		
	Final balances Loaded																										█	█		
	First and Second Processing support																										█	█		
	Manager and Employee Self Service																										█	█		
Transition to Service	Project Close-out																													█

SAMPLE