



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

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

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

- 1. Migration from Vantage to Enterprise HCM Services.** As of the date on which live processing commences for the Enterprise HCM Services described in the attached Pricing Appendix-1 (the “**Enterprise HCM Services**”), ADP will provide to Client, and Client will receive from ADP, the Enterprise HCM Services in accordance with the terms and conditions set forth in Pricing Appendix-1 attached hereto and incorporated herein by reference, and the Agreement.
- 2. Replacement of Pricing and Financial Terms Appendix.** As of the date on which live processing commences for the Enterprise HCM Services, the Pricing and Financial Terms Appendix attached to the Agreement is deleted in its entirety and replaced with Pricing Appendix-1.
- 3. Replacement of Vantage Service Definition and Service Commitments Appendices.** As of the date on which live processing commences for the Enterprise HCM Services, the Vantage “Service Definition” and “Service Commitments” appendices attached to the Agreement are deleted in their entirety and replaced with the Enterprise Service Definition and Service Commitments appendices attached hereto.
- 4. Amendment of Vantage Appendices.** As of the date on which live processing commences for the Enterprise HCM Services, the “ADP’s Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160” and “Supplement to ADP’s Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160” appendices are amended to replace all instances of “Vantage” with “Enterprise.”
- 5. Effect of First Amendment.** This First Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this First Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, this First Amendment shall prevail. The terms defined in the Agreement and used in this First Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this First Amendment.



**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be duly executed by its authorized representatives as of the date first above written.

**ADP, Inc.**

**Augusta, Georgia**

By:

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

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Title:

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Title:

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Date:

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# Pricing Appendix-1



## 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 Fees	One-time Cost	Based On
<b>ADP HR and Payroll Services</b>		
ADP Enterprise HR	\$96,423.00	
<b>Time &amp; Attendance Services- ADP Workforce Manager</b>		
Hourly Timekeeping	Waived	
Salaried Timekeeping	Waived	
Absence Management	Waived	Includes Attendance, Accruals and Leaves
Analytics - ADP Workforce Manager	Waived	
Workforce Manager	Waived	
<b>ADP Recruiting Management Services</b>		
ADP Recruiting Management Services Implementation	\$6,986.00	
<b>ADP Electronic I-9 Services</b>		
ADP Electronic I-9 Services Implementation	\$1,165.00	
<b>Talent Management Solutions</b>		
Performance Management	\$42,855.00	The Implementation Fees assume that all modules will go-live within 35 weeks from the earlier of the date hereof or the date of any letter of intent under which ADP commences implementation of the Services. If all modules do not go live within 35 weeks from such date, and such delay is attributable to Client's failure to deliver its required deliverables and/or meet its other obligations in accordance with the deadlines or complete its tasks or meet its other requirements set forth in the SOW, then such delay shall be a "Required Change Control Item" as set forth in this pricing appendix.
Succession Management		
Compensation Management		
ADP Learning Management System		
<b>ADP Health Compliance Services</b>		
ADP Health Compliance Services Implementation	\$2,446.00	
<b>Total One-time Fees</b>	<b>\$149,875.00</b>	



Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
<b>ADP HR and Payroll Services</b>				
ADP Enterprise HR	1	\$1,470.00	month	Includes: Hosting, Self Service, iPay, iReports, iArchive, Tax Filing, Banking, Split Wraps, ADP GL, I9, and New Hire Reporting
ADP Onboarding	1	\$1,470.00	month	
ADP Marketplace (APIs)	2,800	\$0.00	Month	
Payroll Processing	2,800	\$1.35	per pay	Includes processing, printing, check stuffing & signing, direct deposit, and check reconciliation
Year End Processing - W-2's	2,800	\$2.50	per form	Includes: W-2's and Earnings Summary Statements
ADP Wage Garnishments Services	2,800	\$0.00	pay	
Wage Garnishments Processing Service (WGPS) - Service	2,800	\$0.00	pay	
Wisely Pay by ADP	20	\$0.00	per transaction	Card issuance
ADP Self-Service for Enterprise HR	2,800	\$0.00	ee/month	
Wisely Pay	2,800	\$0.00	transaction	
ADP GL	2,800	\$0.00	pay	
New Hire Reporting Service	560	\$0.00	transaction	
Tax Services	2,800	\$0.00	pay	
Split Wrap	5	\$0.00	location	Average pays per location
State Jurisdiction Fee	50	\$0.00	jurisdiction	
<b>Time &amp; Attendance Services - ADP Workforce Manager</b>				
Hourly Timekeeping	2,600	\$5.85	PEPM	
Salaried Timekeeping	200	\$5.85	PEPM	
Absence Management	2,800	\$1.65	PEPM	Includes Attendance, Accruals and Leaves
Analytics - ADP Workforce Manager	2,800	\$0.00	PEPM	
<b>Subscription Timeclocks and Other Devices *</b>				
InTouch Timeclock Barcode Reader	67	\$164.57	each	
InTouch Quick Punch	9	\$44.43	each	
<b>ADP Benefits Administration Services</b>				
CORE APPLICATION				The monthly fee for the Benefits Administration Services shall become payable by Client as of the date on which the Benefit Services administration system is made available to Client in a production environment (regardless of whether the Client has opened the system to its employees or whether any employees are actually processed through the system). There shall be no proration of the first month's fees.
ADP Benefits Administration Services	2,800	\$6.59	PBEPM	Monthly Minimum Fee: \$12,916.40



Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
<b>ADP Recruiting Management Services</b>				
ADP Recruiting Management	2,800	\$1.36	PEPM	Monthly Minimum Fee: \$3,427.20
<b>ADP Electronic I-9 Services</b>				
ADP Electronic I-9 Services	2,800	\$0.00	new hire	
<b>Talent Management Solutions</b>				
ONGOING SERVICES FEE				If Client descopes any of the modules set forth herein, then ADP may upon notice to Client modify the fees for the remaining modules.
ADP Performance Management	2,800	\$0.93	PEPM	
ADP Succession Management	2,800	\$0.62	PEPM	
ADP Compensation Management	2,800	\$1.06	PEPM	
ADP Learning Management System	2,800	\$1.04	PEPM	
<b>ADP Health Compliance Services</b>				
Health Compliance Services - Comprehensive	2,800	\$1.10	PEPM	Includes eligibility calculation, affordability determination, notices of coverage, annual IRS Forms 1094C and 1095C, exchange notice management, and penalty management
<b>ADP Compliance Solutions</b>				
<b>Employment Verification Services</b>				
Employment Verification Services	2,800	\$0.00	PEPM	

**\* For the time clocks provided, Client shall pay a minimum monthly fee equal to \$11,026.19 for 67 clocks beginning as of 08/10/2024.**

ADP will 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
<b>ADDITIONAL SERVICES</b>					
<b>Payroll Processing</b>					
Pays/ Distribution	ADP Check Early Check Cashing Fee	0	\$35.00	Per transaction	
	Direct Mail Services	0	First Class Postage plus \$0.15	Per item	Per item mailed
	Adjustment Payrolls	0	\$75.00 plus	Per processing	\$75.00 per processing plus Client's per pay rate for each pay adjustment
	Wisely Now Check Stop Payment	0	\$10.00	Per transaction	\$10.00 Per Void/Stop payment
<b>ADP Wage Payments Card Services</b>					
Pay Cards	Payroll Card	0	Not Included	Per card	Applies to: - On - hand inventory (one - time load, not personalized) - Per each new hire card kit package including a non - personalized instant issue Visa ALINE Card - Provides for an automatic upgrade to a personalized (embossed) non - portable Visa branded ALINE Card after two value loads via ACH / Direct - Deposit - Card kits are ordered in bulk in advance and delivered to client site for distribution to employees
<b>Hosting Services</b>					
Hosting	Additional SQRs > 3	3	\$210.00	Month	Fee per additional SQR per month over the first 3 SQRs included
<b>ADP Employment Tax Services</b>					
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	Per occurrence	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	\$100.00	Per occurrence	



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
<b>ADP Recruiting Management Services</b>					
System Configuration	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.
<b>ADP Talent Management Solutions</b>					
Client Practitioners	Client Service/Support, and Hosting Contacts	5	\$260.00	Per month per contact	5 client practitioners included
<b>ADP Electronic I-9 Services</b>					
Other	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
<b>VOLUME ASSUMPTIONS</b>				
<b>Implementation Services</b>				
Data Conversion	Payroll Data Conversion Sources	1	Included	
	Payroll Data Mapping	2	Included	Mapping support will be provided by ADP
	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
	Conversion of Current Employee Election and Dependent Data	1	Included	Convert current election and dependent data from single file provided by Client in ADP Standard format - Does not include beneficiary data
	Recruiting Data Migration	0	Not Included	Includes open requisitions and candidate records
	Historical I-9 Form Conversion	0	Not Included	Includes conversion of 0 existing I-9 forms
System Configuration	Payroll	Included	Included	Assumes defined pay practices, no significant changes during implementation of pay practices and policies
	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	Parallel Testing - Test Files	2	Included	Client will perform up to two full parallel tests based on the standard ADP methodology - Full parallel 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	Fees based on 1 chart of account
Reporting	Payroll Management Reports	4	Included	Includes up to 4 of Autopay MRs
<b>Payroll Processing</b>				
Populations	Pay Frequencies	1	Included	Includes up to 1 pay frequency(ies)
	Company Codes / Pay Groups	1	Included	Includes up to 1 company code(s)



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on	
	Employees Paid Bi-Weekly	2,800	Included	Assumes processing for up to 2,800 employees paid bi-weekly	
Pays/ Distribution	Payment Transactions	72,800	Included	Assumes up to 72,800 payment transactions	
Billing Assumptions	Total Active Employees	2,800	Included	Billing based on Per Employee per Month (PEPM). Active and Leave of Absence employees.	
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.	
<b>ADP Benefits Administration Services</b>					
Populations	Benefit Eligible Employees	2,800	Included	Billing based on Per Benefit Eligible per Month (PBEPM)	
	Benefit Eligible Retirees	Not Included	Not Included		
	Turnover	15%	Included	Assumes 15% benefit eligible employee turnover	
Client Practitioners	Client Named Contacts	5	Included	Client representatives will provide direction to ADP in the form of business requirements, participant concerns, reporting needs and day to day support	
Administration	Retiree Administration	Not Included	Not Included		
Solution Center	Participant Solution Center Support	Not Included	Not Included	Monday through Friday 8AM - 8PM EST	
Data Import	Convert beneficiary data provided by Client in ADP standard format	Not Included	Not Included		
	Census/Indicative Data Load	1	Included	Demographic census data	
	Wellness Credits	Not Included	Not Included	Standard ADP format; up to 3 benefit options from single data source	
	<b>Voluntary Benefits</b>				
	Inbound Voluntary Benefits	Not Included	Not Included	Standard ADP format; up to 3 benefit options from single data source	
	CoreStream	Not Included	Not Included	Service to access additional voluntary carriers	
Data Export / Interfaces	Healthcare Vendor Exports in HIPAA Compliant 834/5010A Format	8	Included		
	Affordable Care Act (ACA) Output File	Not Included	Not Included	ADP will provide Client with an output file in standard ADP format for reporting of benefits data elements required for annual filing	
System Configuration	Unique Pay Schedules/ Calendars	4	Included		
	Annual Open Enrollment Periods	1	Included		
	Centralized Administration	Included	Included	Client decision making and processing rules governed by single centralized group	
	Benefit Eligibility Groups	15	Included	Includes retiree eligibility groups if applicable	
	Health Plan Options	10	Included	Health Plans include medical, dental, vision, and prescription. - In the event Client (or Client vendor) requires employees to sign an arbitration agreement in order to obtain	

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
				benefits coverage, Client (or Client vendor) is responsible for such administration.
	Welfare or flexible spending accounts	Included	Included	
	Coverage Tiers	5	Included	Coverage tiers are defined as EE only, EE + One, EE + Family, etc.
	Retiree Administration	Not Included	Not Included	
	Additional Rate Structures	0	Not Included	
	Work / Life Events	33 types	Included	Available work / life event types are: - New hire - Newly eligible - Rehire with benefit reinstatement - Rehire without benefit reinstatement - Address change - Leave of absence - Return from leave of absence - Salary change - Change to participation group - Termination - Retirement - Death of employee - Pay frequency change - Reduction of hours - no longer benefit eligible - Full Time to Part Time / PT to FT - Newly benefits eligible (ACA) - Dependent age out - Annual Enrollment - Turning 65 / newly Medicare eligible - Age Banded Events (i.e. life insurance crossing 5 yr age bad) - Marriage or civil union - Divorce or annulment - Birth or adoption of dependent - Add a domestic partner (DP) - Dissolution of domestic partnership - Death of spouse / DP - Death of child / DP's child - Spouse becomes benefit eligible - Spouse becomes benefit ineligible - Dependent child becomes benefit eligible - Dependent child becomes benefit ineligible - Loss of Coverage Elsewhere, Gain of Coverage Elsewhere - Spouses Open Enrollment
Employee Web Access	Single Sign-on (SSO) to Third Party Site	0	Not Included	An Outbound FSSO that allows the employee to go from ADP Health and Welfare Services Engine to another 3rd party vendor directly from ADP Health and Welfare Service Engine
<b>ADP Talent Management Solutions</b>				
Populations	Performance Management	2,800	Included	Performance Management includes the following: -Performance Consultation and Administrator Training -QA Support -1Cycle of UAT
	Succession Management	2,800	Included	Assumes 2,800 supported employees
	Compensation Management	2,800	Included	Compensation Management includes the following: -QA Support -1Cycle of UAT
	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.



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
	Succession Plans	1	Included	Succession Management will be configured to support up to 1 succession plan.
	Compensation Plan	5	Included	Compensation Management will be configured to support up to 5 Compensation Plans
	Compensation Award	5	Included	Compensation Management will be configured to support up to 5 Base Pay Awards 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.
<b>Time and Labor Management - ADP Workforce Manager</b>				
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.
Populations	Hourly Timekeeping	2,600	Included	
	Salaried Timekeeping	200	Included	
	Absence Management	2,800	Included	Includes Attendance, Accruals and Leaves
	Analytics - ADP Workforce Manager	2,800	Included	
	Compliance on Demand	0	Included	U.S. Only Service
<b>ADP Recruiting Management Services</b>				
Populations	ADP Recruiting Management	2,800	Included	
System Configuration	Mobile Text Service	Included	Included	Text Messaging Included
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team
<b>ADP Health Compliance Services</b>				
Populations	Total Employees	2,800	Included	Includes Employees in Active or Leave of Absence status.
	Benefit Eligible Employees	2,800	Included	
<b>Employment Verification Services</b>				
Verifications	Non-Public Sector Requests			Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms

## 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 prior to the Go-Live Date for the applicable Services:
  - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix or, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the "Financial Detail" table), and
  - reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services

**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 Total Pay or direct payments) will not increase the pricing charged by ADP. If ADP Total Pay/ADP Banking is used:

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

**Tax Liability Impounding Schedule**

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

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

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

**Funding**

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

**I. Fee Adjustments:**

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. Change Control:**

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
<b>Overall Project Management</b>	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		
<b>Steering Committee</b>	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
<b>Project Team</b>	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		
<b>Project Plan</b>	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		
<b>Team Communications</b>	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		
<b>Issue Management</b>	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		
<b>Risk Management</b>	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		
<b>Scope Management</b>	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		
<b>Technical Requirements &amp; Support</b>	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
<b>Overview</b>	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		
<b>Employee Inquiries</b>	Respond to Client employee inquiries		X		
<b>Service Teams</b>	Deliver the services defined in Client Service Definition through ADP service teams	X			
<b>Application Hosting Support</b>	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			
<b>System Updates</b>	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			
<b>Security Administration</b>	Provide security administration for ADP delivered and/or managed applications, as applicable; update ADP regarding changes to security requirements		X		
<b>System Interfaces</b>	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			
<b>System Reports</b>	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: <ul style="list-style-type: none"> <li>Quotes provided without detailed analysis are high level estimates only and are not binding</li> <li>Preparation of a formal detailed analysis is subject to Change Control</li> </ul>

ADP Payroll Services – ADP Enterprise HR		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 Enterprise HR		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
<b>On-cycle Payroll Processing</b>	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		
<b>Manual Check Processing</b>	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			
<b>Off-cycle Payroll Processing</b>	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			
<b>Banking Transactions</b>	Facilitate and monitor banking transactions associated with employee payroll processing activities	X			
<b>Paycheck Printing and Distribution</b>	Establish and maintain paycheck distribution schedule and requirements		X		
	Print, sort, and distribute paychecks and advices	X			
<b>General Ledger (ADP GL)</b>	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		
<b>ADP Employment Tax Services</b>	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 Enterprise HR		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			
<b>Quarter-end Processing</b>	Manage quarter-end payroll and tax processing based on Client approved data	X			
	Support quarter-end payroll and tax processing		X		
<b>Year-end Processing</b>	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			
	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
<b>ADP Benefits Administration Services</b>	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: <ul style="list-style-type: none"> <li>Determine eligibility for U.S.-based active employees and employees on leave for benefits plans based on Client eligibility rules</li> <li>Manage the annual benefits enrollment and annual benefits roll-over processes</li> <li>Enable Client employees to manage benefits enrollment and changes through ADP Application Program functionality</li> <li>Calculate payroll deductions</li> <li>Provide data to Client benefits plan carriers regarding initial enrollment and ongoing changes to enrollment</li> </ul>	X			
	Provide ongoing support to Client-designated contacts as follows: <ul style="list-style-type: none"> <li>Research and respond to benefits inquiries</li> <li>Verify content and timing of carrier, HR, and payroll data transmissions</li> <li>Respond to eligibility inquiries</li> </ul>	X			
	Maintain historic benefits election and transaction data for each Client employee beginning as of ongoing services commencement date	X			
	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		
<b>Enrollment Notifications</b>	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			
<b>Enrollment Acknowledgements</b>	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			
	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	X			



Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Employment Status Changes and Family Status Changes</b>	status (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules				
	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			
<b>Domestic Partner Coverage</b>	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			
<b>Pending Elections and Confirmation of Dependent Enrollment</b>	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
<b>Evidence of Insurability Processing</b>	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
<b>Collection of Beneficiary Designations</b>	Provide online tool to enable Client employees to designate beneficiaries	X			



Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Appeals</b>	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			
<b>Haste Enrollments</b>	Work directly with Client carriers to enroll Client employees and/or dependents who are eligible for and need immediate access to health care		X		
<b>New Plan Year Updates and Annual Enrollment Set-up</b>	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: <ul style="list-style-type: none"> <li>Update benefits enrollment system to reflect upcoming year rates, payroll calendars, and zip codes for current Client carriers</li> <li>Modify benefits enrollment system to reflect approved Change Control Items for upcoming year plan design changes</li> <li>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</li> </ul>	X			
	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		
<b>New Plan Year Updates and Annual Enrollment Processing</b>	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	X			



Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	summarizing elected and/or default benefits coverage for upcoming plan year after close of annual enrollment period				
	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			
<b>Concurrent Year Processing</b>	Support concurrent plan year processing on an ongoing basis for up to two (2) consecutive plan years	X			
<b>Payroll Deduction Processing</b>	Calculate per pay period benefit deductions for each Client employee, including imputed income for company-provided life insurance above \$50,000	X			
<b>Carrier Enrollment Files</b>	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
	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		
<b>Carrier Premium Reporting</b>	Provide access to Client premiums due report in accordance with predefined schedule	X			
	Pay carrier premiums		X		
<b>Qualified Medical Child Support Orders (QMCSOs)</b>	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			



Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Supplemental Benefits powered by Corestream</b>	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
<b>Overview</b>	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 support services outlined in this section; respond to Client employee inquiries related to the ACA; manage relationship with Client third party vendors		X		
<b>Eligibility</b>	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			
<b>Affordability "Safe Harbor" Testing</b>	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			



ADP Health Compliance Comprehensive		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Regulatory Management</b>	Provide regulatory management services as outlined in this section	X			
<b>New Hire Notice of Coverage</b>	Provide Client-approved notice of coverage to newly hired Client employees to include information regarding: <ul style="list-style-type: none"> <li>• Existence of marketplaces;</li> <li>• Availability of and potential eligibility for premium tax credit and/or cost sharing reduction; and</li> <li>• Impact to employee if employee elects marketplace plan, including loss of Client contributions</li> </ul>	X			
<b>Post-enrollment Verification of Information for Marketplaces</b>	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			
<b>Exchange Notice Management</b>	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		
	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
<b>Annual Health Coverage Reporting</b>	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			
<b>Penalty Management</b>	Send IRS penalty notices to ADP within 24 hours of Client receipt of such notices		X		



ADP Health Compliance Comprehensive		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	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			
<b>Client Support</b>	Provide ongoing support to one (1) Client-named contact (and back-up contact, as needed), including: <ul style="list-style-type: none"> <li>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</li> <li>Overall solution and service support</li> </ul>	X			
	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	
<b>Overview</b>	Provide tool to facilitate employee onboarding process and house core employee Human Resources (HR) data; provide Client access to data management tools to enable reporting and analysis	X				
	Use self service to facilitate employee onboarding process and enter and manage Client employee transactions; communicate to employees how to access and use self service to enter, view, and update HR data		X			
<b>Onboarding</b>	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> <li>• Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists</li> <li>• New hire orientation support – company news; online maps of office location and points of interest; welcome video</li> <li>• Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup</li> <li>• Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages</li> </ul>	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			
<b>HR Compliance Support</b>	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	X				
<b>HR System Administration</b>	Provide tool to enable Client to update and maintain employee data	X				
<b>Although the functionality outlined in following sections is available, actual implementation of each module is optional. Should Client choose to implement one or more of these modules, the associated work effort is subject to Change Control</b>						
<b>Skills Management</b>	Provide tool to enable Client to maintain and track skills for each employee	X				
	Enter and update skills for each employee		X			
<b>Off-boarding</b>	Submit employee termination data; manage data associated with voluntary and involuntary employee terminations		X			
<b>Disciplinary Process Management</b>	Provide tool to enable Client to track employee disciplinary actions and manage disciplinary process	X				
	Track employee discipline problems		X			





Human Resource Administration Services (U.S. – Onboarding)		Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
<b>Overview</b>	Provide tool to facilitate employee onboarding process and house core employee Human Resources (HR) data; provide Client access to data management tools to enable reporting and analysis	X				
	Use self service to facilitate employee onboarding process and enter and manage Client employee transactions; communicate to employees how to access and use self service to enter, view, and update HR data		X			
<b>Onboarding</b>	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> <li>• Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists</li> <li>• New hire orientation support – company news; online maps of office location and points of interest; welcome video</li> <li>• Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup</li> <li>• Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages</li> </ul>	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			
<b>HR Compliance Support</b>	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	X				
<b>HR System Administration</b>	Provide tool to enable Client to update and maintain employee data	X				
<b>Although the functionality outlined in following sections is available, actual implementation of each module is optional. Should Client choose to implement one or more of these modules, the associated work effort is subject to Change Control</b>						
<b>Health and Safety Administration</b>	Provide tool 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			
<b>Employee Certification/ Continuing Education History</b>	Provide tool to enable Client to enter and track employee education, skills, and other competencies	X				
	Record and track employee education, skills, and other competencies		X			



Human Resource Administration Services (U.S. – Onboarding)		Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
<b>Overview</b>	Provide tool to facilitate employee onboarding process and house core employee Human Resources (HR) data; provide Client access to data management tools to enable reporting and analysis	X				
	Use self service to facilitate employee onboarding process and enter and manage Client employee transactions; communicate to employees how to access and use self service to enter, view, and update HR data		X			
<b>Onboarding</b>	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> <li>• Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists</li> <li>• New hire orientation support – company news; online maps of office location and points of interest; welcome video</li> <li>• Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup</li> <li>• Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages</li> </ul>	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			
<b>HR Compliance Support</b>	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	X				
<b>HR System Administration</b>	Provide tool to enable Client to update and maintain employee data	X				
<b>Although the functionality outlined in following sections is available, actual implementation of each module is optional. Should Client choose to implement one or more of these modules, the associated work effort is subject to Change Control</b>						
<b>Performance Management</b>	Update performance plans annually; generate online worksheets; enter performance review data for each employee		X			
<b>Training and Development Management</b>	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			
<b>Compensation Management</b>	Provide tool to enable Client managers to maintain and modify employee compensation	X				



Human Resource Administration Services (U.S. – Onboarding)		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Overview</b>	Provide tool to facilitate employee onboarding process and house core employee Human Resources (HR) data; provide Client access to data management tools to enable reporting and analysis	X			
	Use self service to facilitate employee onboarding process and enter and manage Client employee transactions; communicate to employees how to access and use self service to enter, view, and update HR data		X		
<b>Onboarding</b>	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> <li>• Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists</li> <li>• New hire orientation support – company news; online maps of office location and points of interest; welcome video</li> <li>• Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup</li> <li>• Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages</li> </ul>	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		
<b>HR Compliance Support</b>	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	X			
<b>HR System Administration</b>	Provide tool to enable Client to update and maintain employee data	X			
<b>Although the functionality outlined in following sections is available, actual implementation of each module is optional. Should Client choose to implement one or more of these modules, the associated work effort is subject to Change Control</b>					
	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
<b>ADP Recruiting Management Services</b>	Provide recruiting management tool(s) to support Client recruiting activities and lead generation and relationship building	X			
<b>Recruiting Activities</b>	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		
<b>Lead Generation and Relationship Building</b>	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
<b>Ongoing Inquiries</b>	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			



Talent Acquisition Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Ongoing Maintenance</b>	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			
<b>ADP Electronic I-9 Services</b>	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
<b>Ongoing Inquiries</b>	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		
<b>ADP Learning Management</b>	Manage learning within Client organization, including the following: <ul style="list-style-type: none"> <li>Develop, maintain and procure learning content and communicate new course content within Client organization</li> <li>Manage instructional design methodology</li> <li>Maintain course, course content and curriculum, including any prerequisites</li> <li>Define learning objectives and evaluation criteria</li> <li>Develop course assessment methodology</li> <li>Establish policy and guidelines for course cancellations and notifications</li> </ul>		X		



Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Provide learning management system that enables Client retained team to: <ul style="list-style-type: none"> <li>• Manage employee training and development plans including standard development factors</li> <li>• Create and manage development plan templates</li> <li>• Enroll employees in training courses</li> <li>• Track completion of employee training</li> <li>• Provide access to standard Skill Soft courses within learning management system</li> </ul>	X			
	Provide learning management system that enables Client retained team to: <ul style="list-style-type: none"> <li>• Manage employee training and development plans including standard development factors</li> <li>• Create and manage development plan templates</li> <li>• Enroll employees in training courses</li> <li>• Track completion of employee training</li> <li>• Provide access to standard Skill Soft courses within learning management system</li> </ul>	X			
<b>Catalog Maintenance</b>	Maintain online course catalog		X		
<b>Attendance Management</b>	Provide Client manager and practitioner access to employee training records; provide access to compliance and attendance reporting	X			
<b>Instructor Led Training</b>	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		
<b>Mandatory Training</b>	Utilize system to set up required courses for specified Client groups defined by employees, roles/jobs, and/or business units		X		
<b>Training Materials</b>	Develop and design desired training materials and distribute any hard copy materials as desired; attach online training materials to specific courses		X		
<b>Manager Self Service</b>	Enable Client managers to run standard reports, assign training to individual employees, and view: <ul style="list-style-type: none"> <li>• Employee profiles</li> <li>• Employee course completion status</li> <li>• Employee course assignment status</li> </ul>	X			



Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Employee Self Service</b>	Enable Client employees to: <ul style="list-style-type: none"> <li>• Browse course catalog</li> <li>• Enroll in courses</li> <li>• View and print course completion history</li> <li>• View and print course completion certificates</li> <li>• View training assignment status</li> </ul>	X			
<b>ADP Compensation Management</b>	Provide compensation management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> <li>• Coordinate compensation planning process in accordance with Client guidelines</li> <li>• Plan for salary changes, long-term incentives, and/or short-term incentive payments and targets in local currencies</li> <li>• Manage compensation planning process via analytical tools and reports</li> </ul>	X			
<b>Compensation Planning Cycles</b>	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: <ul style="list-style-type: none"> <li>• Modify and update compensation system to reflect Client-approved requirements</li> <li>• Test all changes to verify accuracy with submitted documentation and readiness for Client testing</li> </ul>	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
<b>Compensation Cycle Administration</b>	Coordinate compensation planning cycle activities; provide information to ADP to complete annual update to administrative module, including items as applicable such as: <ul style="list-style-type: none"> <li>• Bottom up budgeting percentage or amount for each eligibility group by pay element</li> <li>• Top down budgeting dollar amount for applicable pay elements</li> <li>• Guideline matrix dimension value, percent, or amount for each eligibility group by pay element</li> <li>• Proration factor values for each eligibility group by pay element</li> <li>• Any changes to summing allocation rule current weights by pay element</li> <li>• Financial results to be used for allocation incentive awards; final global and group based scores for each eligibility group</li> <li>• Any changes to asset allocation needed for long-term incentive awards</li> <li>• Estimated strike price and asset effective date for long-term incentive</li> </ul>		X		
	Complete annual updates provided by Client to compensation management system administrative module in preparation for compensation planning cycle as directed by Client	X			
<b>Manager Self Service</b>	Provide technology to enable Client managers to support annual compensation planning, as follows: <ul style="list-style-type: none"> <li>• Input annual salary changes</li> <li>• Input short-term incentive</li> <li>• Input long-term incentive</li> <li>• Print and distribute individual compensation statements as desired</li> <li>• Run standard reports</li> </ul>	X			
<b>ADP Performance Management</b>	Provide performance management system that enables Client employees to: <ul style="list-style-type: none"> <li>• Complete self-assessments</li> <li>• Capture and maintain talent profiles</li> </ul>	X			
	Provide performance management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> <li>• Create performance plan templates and individual employee performance plans</li> <li>• Complete performance reviews</li> <li>• Access all employee performance data within reporting hierarchy</li> <li>• Maintain goal library and competencies</li> </ul>	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: <ul style="list-style-type: none"> <li>• Create performance plan templates and individual employee performance plans</li> <li>• Complete performance reviews</li> <li>• Access all employee performance data within reporting hierarchy</li> <li>• Maintain goal library and competencies</li> </ul>	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		
<b>Annual Performance Management Cycle</b>	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			
<b>Manager Self Service</b>	Provide technology to enable Client managers to: <ul style="list-style-type: none"> <li>• Update performance evaluations</li> <li>• Create and manage development plans</li> <li>• Update talent plans</li> </ul>	X			
<b>Employee Self Service</b>	Provide technology to enable Client employees to: <ul style="list-style-type: none"> <li>• Update employee talent profiles</li> <li>• Set objectives</li> <li>• Create and edit individual development plans</li> <li>• Create and submit mid-year self-assessments</li> <li>• Create, submit, and accept end-of-year performance self-assessments</li> </ul>	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
<b>ADP Succession Management</b>	Define and communicate expectations, process, and timing for completing succession plans		X		
	Provide succession planning system that enables Client managers and practitioners to: <ul style="list-style-type: none"> <li>Identify critical positions and manage succession planning processes</li> <li>Organize succession planning by position and individual</li> </ul>	X			
	Define and communicate expectations, process, and timing for completing succession plans		X		
	Provide succession planning system that enables Client managers and practitioners to: <ul style="list-style-type: none"> <li>Identify critical positions and manage succession planning processes</li> <li>Organize succession planning by position and individual</li> </ul>	X			

ADP Time & Attendance Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Overview</b>	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		
<b>Labor Data Transaction Collection/Approval</b>	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		
<b>Table Maintenance</b>	Perform employee level and holiday table maintenance		X		
	Assist Client practitioners with inquiries related to employee level and holiday table maintenance	X			



ADP Time & Attendance Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>Rules Engine Maintenance</b>	Notify ADP of changes to Client-defined work rules		X		
	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
<b>User Interface Maintenance</b>	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: <ul style="list-style-type: none"> <li>• Web time entry/time maintenance</li> <li>• Accrual balances</li> <li>• Time card recap</li> <li>• Time card approval</li> <li>• Attendance exceptions</li> <li>• Schedule override by employee</li> </ul>	X			
<b>Client Practitioner Support</b>	Track and resolve online and phone inquiries from Client practitioners regarding: <ul style="list-style-type: none"> <li>• Interface errors</li> <li>• Application reports and Client-created queries</li> <li>• Assistance with Client completion of historical edits</li> <li>• Group schedules and accruals</li> <li>• Configuration options</li> <li>• Application availability and performance</li> <li>• Available practitioner training</li> <li>• Additional licenses required</li> </ul>	X			
<b>Interface Administration</b>	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		X		



ADP Time & Attendance Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	corrections in the appropriate ADP Application Program(s); manage relationship with Client third party vendors				
	Provide support to assist Client in addressing import and/or export corrections	X			
<b>Hardware Maintenance</b>	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			



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

ADP Workforce Manager Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
<b>General Maintenance</b>	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		
<b>Rules Maintenance</b>	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
<b>Organizational Maintenance</b>	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
<b>Authorized Contact Support</b>	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			
<b>Interface Administration</b>	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	
<b>Accruals + Leave + Attendance</b>	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
<b>Analytics</b>	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
<b>Hardware</b>	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.
<b>Hardware - Maintenance</b>	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		

# **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:

<b>Service Level Credit = A x B</b>	<b>Where:</b> A = the Allocation Percentage for the applicable Service Level Credit  B = the applicable At Risk Amount
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**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:

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

**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:**

The following ADP HCM Services are included:

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

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

\* Applicable to the following ADP Application Programs:

- ADP Enterprise 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%	<ul style="list-style-type: none"><li>• ADP Enterprise HCM</li><li>• ADP Recruiting Management</li><li>• ADP Talent Management</li><li>• ADP Benefits Administration Services</li></ul>
<p><u>Calculation:</u></p> <p>ADP Application Program Availability = ((Total Uptime + Excused Downtime) / Total Minutes) x 100</p> <p>(Note: Availability for each applicable ADP Application Program is measured separately and any resulting credit is calculated and applied proportionally)</p> <p>Total Uptime – the number of minutes in the Measurement Period that the applicable ADP Application Program is available</p> <p>Excused Downtime – the number of minutes in the Measurement Period that the applicable ADP Application Program is unavailable due to (i) scheduled maintenance, (ii) Client’s equipment, software or network (e.g., Client’s inability to access the Internet) failure, and/or (iii) a force majeure event</p> <p>Total Minutes – the total number of minutes in the Measurement Period</p>			



Description	Measurement Period	Service Level	Applicable ADP Application Programs
<p><u>Example:</u></p> <p>ADP Application Program #1</p> <p>Assume Total Uptime = 42,900 minutes; Excused Downtime = 180 minutes; Total Minutes = 43,200 minutes</p> <p>ADP Application Program Availability = <math>((42,900 + 180)/43,200) \times 100</math> = 99.7% → Above Service Level Commitment</p> <p><u>ADP Application Program #2</u></p> <p>Assume Total Uptime = 42,900 minutes; Excused Downtime = 0 minutes; Total Minutes = 43,200 minutes</p> <p>ADP Application Program Availability = <math>((42,900 + 100)/43,200) \times 100</math> = 99.3% → Below Service Level Commitment**</p> <p>** (Note: a proportional credit would be issued for this missed service level commitment only)</p>			



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
<p><u>Calculation:</u></p> <p>Payment Accuracy = <math>((A - B)/A) \times 100</math></p> <p>Where:</p> <p>A = the total number of Client employee payment calculations during the Measurement Period</p> <p>B = the number of incorrect Client employee payment calculations during the Measurement Period as a result of ADP-caused errors</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Client employee payment calculations; 10 incorrect Client employee payment calculations</p> <p>Payment Accuracy = <math>((2,000 - 10)/2,000) \times 100</math> = 99.5%</p>			



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

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