

PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, May 14, 2024 1:10 PM

PUBLIC SAFETY

- 1. Motion to approve the acceptance of a \$50,000 Learning Loss Grant from the United Way of Greater Atlanta.
- 2. Motion to approve the renewal of existing maintenance contract for software related to communication equipment. This is a state contract. State Contract 99999-SPD-T201205501-0006.
- 3. Approve No-Cost Amendment to the Master Services Agreement with ADP for the HRIS and Payroll System.
- 4. Motion to approve the minutes of the Public Safety Committee held on April 30, 2024.



Public Safety Committee

Meeting Date: May 14, 2024

Richmond County Juvenile Court 2024 Learning Loss Grant

Department: Juvenile Court

Presenter: Nolan Martin, Superior Court Administrator

Caption: Motion to approve the acceptance of a \$50,000 Learning Loss Grant from the

United Way of Greater Atlanta.

Background: The Richmond County Juvenile Court's Thrive Program was awarded a

\$50,000 grant to strategically focus on reducing learning loss for those dependent youth who reside in economically disadvantaged communities

with higher concentrations of black and brown students.

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

Office (706) 821-1833 | Cell (706) 993-7961

Email: <u>bmeagher@augustaga.gov</u>

From: Bivins, Keywanna < kbivins@unitedwayatlanta.org>

Sent: Thursday, April 25, 2024 12:22 PM

To: Mayor Johnson < MayorJohnson@augustaga.gov>
Cc: Learningloss < learningloss@unitedwayatlanta.org>
Subject: [EXTERNAL] 2024 Learn Loss Grant Update

Dear Garnett Johnson,

Thank you for applying for the FY24 Learning Loss Grant, a program offered by United Way of Greater Atlanta and Georgia's Division of Family and Children Services. The review committee has reviewed your 2024 Learning Loss application (R-202401-11270) and we are pleased to inform you that Augusta Richmond County Juvenile Court has been selected to receive a grant award of \$50,000.00 for the Thrive Program for the grant period May 1, 2024 – April 30, 2025. Next steps in the award process have been outlined below:

- 1. Join us on **Thursday, May 2 at 10:30am** for the **Learning Loss Grant Award Orientation webinar**, which will provide additional information about next steps and grant requirements. **Zoom link**: https://uwga-org.zoom.us/j/94430826419? pwd=UjZLZkVzZkR3aHRsRXZEZIc2SjJ5QT09.
- 2. Complete the FY24 Learning Loss Grant Funds Release Agreement via DocuSign by May 9. Organizations are encouraged to wait until after attending the May 2 orientation session before completing this form!

This form will ask you to provide and confirm the following:

- Two unique organization contacts. For smaller organizations, this may mean listing a board chair. We will only reach out to contacts you list as a back-up contact in the event you become unresponsive.
- Confirmation that your organization understands the grant requirements.
 Organizations must verify youth eligibility and secure a completed <u>DFCS Youth Participant</u> <u>Eligibility Form</u> for each youth benefiting from Learning Loss funding by the end of the grant period.
- Projected number of youth served through the Learning Loss grant.
- Confirmation of your RBA metrics
- Technical assistance interests and needs
- Agree to funds release process for Learning Loss grant.
- 3. Complete the Required Organization Profile Updates in FLUXX by May 9.

All new grant recipients are required to provide the following information in your FLUXX Gral Item 1. Management Portal:

- Upload your organization's most recent 990
- Complete your Banking Information and upload a Voided Check
- Answer: Does an unaffiliated, licensed CPA perform an audit, review, or compilation of the agency's financial statements based on the requirements of the United Way?

Use your existing FLUXX log-in credentials to log-in to the FLUXX Portal: https://uwga.fluxx.io/

- Once you log in, click on the Organization (1) tab on the left side of the screen.
- Then select EDIT at the top right of the screen, be sure to:
 - Upload a copy of your most recent FORM 990
 - Complete your Banking Information and upload a Voided Check
 - Answer: Does an unaffiliated, licensed CPA perform an audit, review, or compilation of the agency's financial statements based on the requirements of the United Way?

4. **Payments**

United Way will release your first grant payment by May 31st after successful completion of the Learning Loss Grant Funds Release Agreement and FLUXX organizational profile updates. The remaining payments are contingent upon execution of the Grant MOU.

5. **Execution of the Memorandum of Understanding (MOU)**

United Way will send your organization an MOU, which serves as the official grant contract. This will be sent electronically through DocuSign. By signing the Learning Loss Grant Funds Release Agreement and MOU, this is documentation that your organization has committed to securing DFCS Youth Participation Eligibility Forms and supplemental documentation for each program participant. If you are unable to secure the DFCS Youth Participation Eligibility forms, then you will have to return the full grant award to United Way. We cannot accept partial grant awards from Learning Loss grant recipients.

6. **Technical Assistance (Virtual)**

Throughout the grant period, we will be offering a series of technical assistance opportunities virtually via Zoom meetings. Current scheduled opportunities include:

- Data Security Training with Pro Bono Partnership of Atlanta on May 30 at 10-11:30am - this session is aimed at helping you think through how you will securely store the DFCS Youth Participation Eligibility Forms.
- Legal Aspects of Collaboration with Pro Bono Partnership of Atlanta on August 22 at **10am-noon** – this session will help you consider potential partnership risks and when to implement MOUs with program partners.

Item 1.

Additional opportunities will include a 10-month group coaching cohort (space is limited) and webinars on Georgia Afterschool and Youth Development (ASYD) quality standards, student & parent engagement strategies, building relationships with schools, the What Works Clearinghouse, the Science of Reading and more. Please stay tuned for details.

For your convenience, we will be storing key grant documents, including the grant orientation, in this folder throughout the grant period.

Please reach out to lease reach out to learningloss@unitedwayatlanta.org with any questions about the Learning Loss grant.

We look forward to seeing you on **Thursday, May 2 at 10:30am** for our Grant Award Orientation webinar.

Sincerely,

Michele Jacobs

Associate VP, College and Career Ready

For Internal Use Only

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AED:104.1

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Prop	osal	Project No.	Project	Title				
PR00				EARNING LOSS				
The C	Georgia l	egislature ha	as allocate	d state funds to the	Georgia Divis	sion of Family		
and C	hildren S	Services to r	educe lear	ning loss for the st	ate of Georgia	. Georgia Division of	Family and Children Serv	vices has chosen to
who i	gically in reside in	economical	icing learn	ing loss by implent	nenting grant o	pportunities that serve	Georgia's most vulnerate and brown students. No	ole young people
No E	EO Dept	. Required.	disauvai	ilagea communitie	s with higher (concentrations of black	and brown students. No	local match require
	•	1						
Start Date:	05/01/2	2024		End Date:	03/31/2025			
Submit Date:			9/2024	Department:	022	Juvenile Cour	Cash Match?	N
Total Budget	ted Amo	unt: 50,0	00.00	Total Fundin	g Agency:	50,000.00	Total Cash Match:	0.00
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	Type		Name				Phone	
	I	GMI025	DaCara	a Brown			(706)821-	4261
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Finance	Director	·X). / (/ / / / / / / / / / / / / / / / /	UVSC	mo	Date	7-7024		
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Adminis	strator				Date			
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User: DB06631 - DaCara Brown

Report: GM1000_PROPOSAL - GM1000: Grants Management:1

Current Date: 04/29/2024

Current Time: 10:18:44



Public Safety Committee Meeting

Meeting Date: May 14, 2024

Approve renewal of existing maintenance contract for software related to communications equipment.

State Contract 99999-SPD-T201205501-0006

Department: Information Technology

Presenter: Reggie Horne, Deputy CIO

Caption: Motion to approve the renewal of existing maintenance contract for software related

to communication equipment. This is a state contract. State Contract 99999-SPD-

T201205501-0006.

Background: Augusta Information Technology currently utilizes this state contract to annually

renew our Cisco Enterprise Agreement through Convergeone Holdings, Inc. This

agreement allows Augusta to use Cisco software which is necessary to

communicate through existing hardware.

This hardware and software allows internal customers to make and receive calls. It

also allows external customers to call Augusta Department/Offices to receive

assistance.

Analysis: Renewal of this contract provides for the use and receipt of upgrades to

identified software. Additionally, Information Technology will receive access to technical support for troubleshooting assistance and performance

tuning.

Financial Impact: If approved, funds will be made available within Information Technology's

Operating Budget.

Alternatives: N/A

Recommendation: Approve renewal of existing maintenance contract for software related to

communications equipment. State Contract 99999-SPD-T201205501-0006

Funds are available in 101015410/5223110

the following accounts:

REVIEWED AND N/A

APPROVED BY:



Date: 4/30/2024

Page #: 1 of 2

Documents #: OP-000790008 SO-000888482

Solution Name: Cisco Calling and Webex CC

GA State Contract 99999-SPD-T20120501-0006

Item 2.

Customer: Augusta Richmond County

Solution Summary

Cisco Calling and Webex CC GA State Contract 99999-SPD-T20120501-0006

Customer: Augusta Richmond County Primary Contact: Gary Hewett

Ship To Address: ,

Bill To Address: 535 TELFAIR ST

Bldq 2000

AUGUSTA, GA 30901

Customer ID: SPSAUGCOU0001

Customer PO:

Email: hewett@augustaga.gov

Phone: 706-821-2525

National Account Manager: Amanda Brown

Email: abrown@onec1.com

Phone: +16785376185

Solution Summary	Billing Frequency	Due	Total Project
Software	Annual	\$138,265.20	\$691,326.00
Project Subtotal			\$691,326.00
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Project Total			\$691,326.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.onec1.com/agreements . If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.onec1.com/agreements . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

CISCO SAAS QUOTE - By signing this quote, Customer acknowledges they have been provided and agree to the Cisco SaaS Terms of Service located here: http://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. Should Customer desire to not allow the auto-renewal, forty-five (45) days' written notice prior to the end of the current term is required.

Solution Quote



Date: 4/30/2024

Page #: 2 of 2

Documents #: OP-000790008 SO-000888482

Solution Name: Cisco Calling and Webex CC GA State Contract 99999-

SPD-T20120501-0006

Item 2.

Customer: Augusta Richmond County

Solution Quote

# Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
Software					
1 A-FLEX-WCC-P-N	Webex Contact Center Premium Named Agent	60	6	\$85.65	\$30,834.00
2 A-FLEX-WCC-S-N	Webex Contact Center Standard Named Agent	60	54	\$56.00	\$181,440.00
3 A-FLEX-WXCC-DID	Webex Contact Center PSTN Audio Toll Inbound	60	60	\$14.82	\$53,352.00
4 A-FLEX-RS-GB	Additional Recording Storage	60	3000	\$0.04	\$7,200.00
5 A-FLEX-EAPL	EntW On-Premises Calling	60	1500	\$4.48	\$403,200.00
6 A-FLEX-STD-CUBE	CUBE Standard Trunk Session License	60	150	\$1.70	\$15,300.00

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Cisco Enterprise Agreement Program Terms - End Users

These Cisco Enterprise Agreement Program Terms – End Users ("EA Program Terms") are Supplemental Terms to the General Terms and apply when You Order Cisco Offers through the Cisco Enterprise Agreement (the "EA Program"). Capitalized terms, unless defined in this document, have the meaning in the General Terms.

1. Program Overview

- 1.1 **EA Program**. The EA Program provides You access to certain Software, Cloud Services and Services offered as Suites and Add-Ons.
- 1.2 Applicable Terms. These EA Program Terms together with the applicable Enrollment Descriptions and End User Information Form ("EUIF") govern the EA Program and supplement the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program ("Purchased Suites"). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

2 Purchases and Adjustments

- 2.1 Ordering. All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You may purchase Suites under the EA Program after Cisco has received the EUIF signed by Your authorized representative listing (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You can then place an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source. Your first Order under the EA Program must meet the minimum requirements for the EA Program ("Initial EA Order"). You may purchase Suites or Add-ons after Your initial purchase in an Enrollment only through the Approved Source that sold the initial Suite within that Enrollment.
- 2.2 Subsequent Purchases. You may purchase additional Suites and Add-Ons by submitting a new EUIF and Order to the Approved Source. Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 **Separate Purchases.**_The following scenarios must be covered under a new EA Program purchase subject to Cisco's then-current Enterprise Agreement Program Terms for End Users or through a separate license purchase: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, (ii) Suites and Add-Ons purchased after Your Initial EA Order which You choose not to co-terminate with the Initial EA Order, or (iii) Embedded Software delivered within the last 12 months of or after the end of the EA Term.
- 2.4 **Services**. Basic Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and End User Terms. Higher levels of Services may be available for You to purchase as described in documentation provided to You at the time of purchase.
- 2.5 **Payment Obligations and Growth**. The Approved Source relies on the information You provide in the EUIF to establish the EA Commitment. During the Suite Term, Your EA Commitment may increase as a result of increases in Use or Your purchase of additional Suites or Add-Ons.



- (a) True Forward. "True Forward" is Cisco's periodic review and prospective billing process for increases in Use above Your then-current Entitlement. Cisco will conduct a True Forward review at the annual anniversary of the Initial EA Order. At a True Forward review, if Your Use is greater than Your then-current Entitlement for the measured Purchased Suite, then (i) You will be invoiced and will pay for all charges for such increased Use for the remainder of the Suite Term, and (ii) Your Entitlement for that Purchased Suite will be adjusted on a going-forward basis to the increased Use level.
 - (1) Initial Growth Cap. If Your Use of the Purchased Suite at any time during the first six months of the Suite Term exceeds 105% of Your initial Entitlement ("Initial Growth Cap"), then Cisco has the right to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Use over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Suite or Add-On on a going-forward basis to the increased Use level.
 - (2) Growth Allowance. Certain Suites (as specified in the Enrollment Descriptions) are eligible for a set amount of free growth ("Growth Allowance") after the first six months of the Suite Term. For eligible Suites, at the time of Your next True Forward invoice, Cisco will charge Your Approved Source for increased Use above Your initial Entitlement (which may have already increased up to 105% during the first six months) less any specified Growth Allowance.
- 2.6 Value Shift. Value Shift is only available for certain Suites. If You purchase a Suite that is eligible for value shift (as specified in the Enrollment Descriptions), then during a True Forward review, the residual value of any purchased but unused licenses in the applicable Purchased Suite will automatically be applied to offset fees for increased Use of other licenses within the same Suite.
- 2.7 **Price Predictability**. True Forward charges will be based on not-to-exceed pricing as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.8 **Responsibility for Affiliates**. Your payment obligation will be based on the EA Commitment by You and any Participating Affiliates. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Participating Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of Participating Affiliates to ensure compliance with the EA Program.

3 Term and Termination

- 3.1 **EA Term**. These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order ("**EA Term**").
- 3.2 **Suite Term**. The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, or as specified in the order with the Approved Source, unless terminated in accordance with section 3.3 below.

3.3 Termination.

- (a) Either party may terminate these EA Program Terms or a Purchased Suite if the other party materially breaches the Applicable Terms and that party does not cure the breach within 30 days of written notice of the breach. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may suspend Your access to the EA Program (including Use of specific Suites or Add-Ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
- (b) Other than as provided in this section 3 and to the extent permitted by law, these EA Program



Terms and any Orders accepted under these EA Program are non-cancellable and may not be terminated.

3.4 Consequences of Termination or Expiration of a Suite Term.

- (a) Upon expiration of the Suite Term or termination pursuant to Section 3.3(a), all rights to Use the affected Suites and Add-Ons, and the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
- (b) If You terminate for Cisco's uncured material breach of these EA Program Terms, Cisco will provide a refund to the Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
- (c) If Cisco terminates for Your uncured material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.

4 Delivery, Tax, and Customs

- 4.1 **Delivery**. Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Cisco hardware ("Hardware") will be made available to You and Your Affiliates at the address provided with the purchase order for the Hardware. For purchases of Hardware You must use the EA Tool during the setup of Your Cisco Enterprise Agreement.
- 4.2 Embedded Software. During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may be deducted from the purchase price of the related Hardware from Cisco to Your Approved Source. If You are required to pay an importation fee, Your jurisdiction may use the value of both the Hardware and Embedded Software to calculate the importation fee and related duties. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the Hardware.

5 Interpretation

- 5.1 **Order of Precedence**. If there is a conflict between these EA Program Terms, EUIF, Enrollment Description, and the End User Terms, the order of precedence for any Purchased Suite is: the EUIF, the Enrollment Description, these EA Program Terms, and then the End User Terms.
- 5.2 Assignment & Transfer. Neither these EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- 5.3 **Entire Agreement**. These EA Program Terms together with the applicable Enrollment Descriptions, End User Terms, and EUIF constitute the entire agreement between the parties concerning the purchase of Cisco Technology and Services under the EA Program and supersede all prior oral or written communications between the parties.

Cisco Confidential



6 Definitions

Term	Meaning	
Add-On	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an	
	underlying Suite, as described in the Buying Program Offer Descriptions.	
Applicable Terms	The EA Program Terms, Enrollment Descriptions, EUIF and End User Terms, as described in Section 1.2.	
Cisco EA Tool	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.	
EA Commitment	The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suite and Add-Ons, and (iii) increases in Use.	
Embedded Software	Software that is delivered on newly purchased Hardware.	
End User Terms	As specified in the Enrollment Descriptions:	
	(i) For Cisco Software and Cloud Services, the <u>General Terms</u> (including applicable Offer Descriptions), or equivalent writte agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the applicable <u>Service Descriptions</u> .	
Enrollment	A standardized grouping of Suites and optional Add-Ons. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Mer Cisco Services, and Cisco Collaboration Flex Plan each represent an Enrollment	
Enrollment Description	The description of EA Program features applicable to the Software, Cloud Services and Services in an Enrollment.	
Entitlement	The type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of True Forward).	
EUIF	The End User Information Form for the Purchased Suite.	
Meter	The unit of measurement for Use of the Suites and Add-Ons. The applicable Meters are set forth in the Enrollment Descriptions.	
Participating Affiliate	s Your Affiliates whose Meter counts are included on the EUIF.	
Services	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.	
Suite	A defined combination of Software, Cloud Services, and Services made available under the EA Program.	
Suite Start Date	With respect to each Purchased Suite, the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.	
Use	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.	
You or Your	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program, as identified in th EUIF.	



End User Information Form For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan Enrollment or Cisco Spark Flex Plan under the Enterprise Agreement ("EA") an authorized representative of the End User must complete this form in its entirety and sign it. Your signature is required on this form prior to receiving access to the EA Program.

This form will be used ensure that You understand the terms of use that apply to Your Flex Plan. You will then be required to place an Order for the Purchased Suite(s) according to the process set forth in Your purchasing agreement with the Approved Source.

End User Overview

End User Information				
Full Legal Name of the End User Organization (e.g., company, government entity	AUGUSTA RICHMOND COUNTY			
Address of End User's principal place of business	535 TELFAIR ST BLDG 2000 AUGUSTA, GA, 30901 US			

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which You are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s)
☑ None
Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates



Cisco Collaboration Flex Plan Enrollment

Your Suite(s) purchased under the Flex Plan				
You will have access to the Software and/or Services in the Suite(s) you purchase, as identified in any Orders You place through Your Approved Source. Any additional purchases can be made by placing an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.				
☐ Cisco Collaboration Webex Suite Enterprise Agreement				
☐ Cisco Collaboration Webex Customer Experience Essentials				
☐ Cisco Collaboration Flex Plan Meetings Enterprise Agreement				
☑ Cisco Collaboration Flex Plan Calling Enterprise Agreement				
☐ Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement				
☐ Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement				
☑ Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector				
☐ Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement				
☐ Cisco Collaboration Flex Plan Enterprise Agreement - Webex for Government				
☐ Cisco Collaboration Enterprise Agreement Webex for Defense				

End User Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE TERMS AND CONDITIONS ABOVE WILL APPLY IF AN ORDER IS PLACED.

End User Organization			
Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	AUGUSTA RICHMOND COUNTY		
Last Name, First Name	Johnson Garnett L.		
Title	Mayor		
Date			
End User Authorized Representative Signature			

Webex Contact Center and Flex Calling Quote Number: SO: 000888482



Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites under the Cisco Collaboration Flex Plan and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites listed below, and for any particular Suite You purchase, You may select any or all of the available licenses listed. Purchasing a particular Suite does not give You access to licenses in another Suite.

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
Webex Suite	Webex App	Cloud Service		
	Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars	Cloud Service		
	Webex Customer Experience Essentials	Cloud Service		
	Webex Events (formerly "Socio")	Cloud Service	Cisco Webex Events OD; General Terms	

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex Customer Experience Essentials	Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server Webex Meetings	Software Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex App	Cloud Service		



Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Webex App Webex Calling or Webex Calling Dedicated Instance	Cloud Service Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Customer Experience Essentials	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Cisco Unified Partner Hosted Communications Manager Calling	Software		
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	End User Terms	Meter
Cisco	Cisco Meeting Server	Software	Cisco	Deployed
Collaboration Flex Plan for	Webex Meetings	Cloud Service	Collaboration Flex Plan OD;	Knowledge Worker;
Education Meetings	Webex App	Cloud Service	General Terms	Student
Enterprise Agreement				
Agreement				

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration	Webex Calling	Cloud Service	Cisco Collaboration Flex Plan OD;	Deployed Knowledge
Flex Plan for Education Calling Enterprise Agreement	Cisco Unified Communications Manager On-Premises Calling	Software	General Terms	Worker

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
Enterprise Agreement for Public Sector	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		Worker

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration	Webex Meetings - Webex for	Cloud Service	Cisco Collaboration	Deployed
Flex Plan Enterprise	Government		Flex Plan OD;	Knowledge
Agreement - Webex			General Terms	Worker



for Government	Webex Calling - Webex for Government	Cloud Service	
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service	
	Cisco Unified Communications Manager On-Premises Calling	Software	
	Webex App - Webex for Government	Cloud Service	
	Webex Webinars - Webex for Government	Cloud Service	

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex for Government	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD;	Deployed Knowledge
Webex Suite Enterprise Agreement	Webex Calling - Webex for Government	Cloud Service	General Terms	Worker
	Webex App - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Enterprise Agreement Webex for Defense	Cisco Meeting Server	Cloud Service	Cisco Collaboration Webex for Defense OD; General Terms	Deployed Knowledge Worker
	Cisco IL5 Hosted Unified Communications Manager HCS- D	Cloud Service		



Supplemental Terms and Conditions for Collaboration Flex Plan Enrollment

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers. Your Orders through an Approved Source must reflect accurate Knowledge Worker counts for You and Your Participating Affiliates. Knowledge Worker count additions can be made through subsequent Orders.

"Deployed Knowledge Worker" means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with a license as specified in the Offer Description i.e., the applicable desk phone, Jabber client, Webex App, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker's configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured or subject to a True Forward as specified below.

"Knowledge Worker" means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

"Student" means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count when you place an Order through an Approved Source.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the Order.

Purchasing Additional Suites

During the Suite Term, You may purchase an additional Cisco Collaboration Flex Plan Suite by placing an Order according to the process set forth in Your purchasing agreement with the Approved Source.

Included Entitlements & Option for Add-On Purchases

Some entitlements (e.g., Common Area, Device Registration, Webex Events) may be included in Your Enterprise Agreement at fixed quantities as either recurring or one-time allotments. Details of these included entitlements can be found in the respective data sheets. If additional quantities are needed for those entitlements, purchase is required. The respective data sheets also describe optional add-on features and benefits that are not necessarily included in a particular entitlement but may be purchased separately (e.g., Speechview, Real-Time Translation).

Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew (a "Renewal Suite Term") unless: (a) You elect on the Order not to auto-renew; or (b) at least 45 days before the end of then-current Suite Term, You notify the Approved Source or Cisco of Your intention not to renew the Purchased Suite. If You notify only the Approved Source, the Approved Source must in turn notify Cisco within 30 Days of this intent. If the Growth



Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count as previously ordered. If the Growth Allowance has been exceeded, the Purchased Suite will renew the current plus incremental Deployed Knowledge Worker count for the remainder of the Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Downturn for Cisco Collaboration Webex Suite

"Downturn" only applies to Cisco Collaboration Webex Suite that includes Cisco Webex Calling (A-FLEX-EA-SUITE) and is not applicable to other Suites in Your Enrollment (e.g., Cisco Collaboration Webex Customer Experience Essentials, Webex Suite including On-Premises Unified Communications Manager Calling or Webex Suite for FedRAMP).

"**Downturn**" is defined as an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of Your business that causes a reduction of Your Knowledge Workers by 20% or more.

After the first 12 months of the Suite Term, upon proof of an applicable event, You have the ability to reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite Enrollment by up to 20% of Your then-current Entitlement, if such reduction is: a) attributed to Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the minimum requirement of 250 Knowledge Workers. You may request only one Downturn reduction for the Collaboration Webex Suite during the Suite Term. If You reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite due to Downturn, You may be required to provide Cisco with a revised order. No refunds or credits will be provided for any services that have been delivered and/or invoiced.

Collab Flex True Forward Provision

- (a) This provision describes the True Forward operation for Collaboration Flex Plan Enrollment only and supplements the EA Program Term True Forward provision above (Section 2(d)(i)). In the event of any inconsistency between the EA Program Term True Forward provision and this provision, this provision controls.
- (b) Cisco performs a True Forward for the Purchased Suites on each anniversary of the True Forward Effective Date. The "True Forward Effective Date" is date on which you first enroll in Program Terms with a True Forward provision. On the last day of the 11th lifecycle month, if You have exceeded the initial Entitlement plus Growth Allowance, the Approved Source will charge You for the Consumption above the initial Entitlement plus Growth Allowance through the remainder of the Suite Term. On each subsequent last day of the 11th lifecycle month of the Suite Term, the Approved Source will check for any Consumption above the previous year's Entitlement plus Growth Allowance and charge for additional consumption on the True Forward Anniversary Date and through the remainder of the Suite Term.
- (c) True Forwards can also occur if the peak number of Deployed Knowledge Workers exceeds five times (5x) Your then-current EA Entitlement plus Growth Allowance at any time. In this case, the Entitlement is subject to an immediate reset such that it would charge You for the Consumption above the Entitlement plus Growth Allowance through the remainder of the Term.
- (d) Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement plus Growth Allowance for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the True Forward order: the unit price less any applicable discount or incentives multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the Order for each Purchased Suite.
- (e) If the Entitlement plus any applicable Growth Allowance is exceeded in the final year of the Suite Term as measured on the last day of the 11th lifecycle month, Cisco may charge a fee.



Growth Allowance

This provision discusses Growth Allowance for Collaboration Flex Plan Enrollment and supplements the EA Program Term Growth Allowance provision above (Section 2.5(a)(2)).

For Cisco Collaboration Flex Plan:

The Growth Allowance for the Cisco Collaboration Flex Plan is 20%. During the Suite Term, You may Use up to 120% of the initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

For Cisco Collaboration Webex Suite and Cisco Collaboration Webex Customer Experience Essentials:

The Growth Allowance for each of the Cisco Collaboration Webex Suite and Cisco Collaboration Webex Customer Experience Essentials is 15%. During the Suite Term, You may Use up to 115% of the initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Value Shift

Value shift is not available for Purchased Suites under the Cisco Collaboration Flex Plan.

Support Services

The basic Support Services are set forth in the applicable Offer Description.



Meeting Name

Meeting Date: EnterTextHere

Item Name

Department: Information Technology

Presenter: Reggie Horne, Deputy CIO

N/A

Caption: Approve No-Cost Amendment to the Master Services Agreement with ADP

for the HRIS and Payroll System

Background: On January 2, 2024, the Augusta Commission approved awarding RFP 23-

160 for an HRIS and Payroll System to ADP.

Analysis: The original agreement entered into earlier this year named a specific product

offering from ADP referred to as Vantage HCM. After initiating the project and holding multiple joint discovery and analysis sessions with the Human

Resources Department, the Finance Department, and the Information

Technology Department, ADP has recommended that we transition to a more advanced product that better meets the needs of Augusta known as Enterprise

HCM. There is no cost for this transition.

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approve No-Cost Amendment to the Master Services Agreement with ADP

for the HRIS and Payroll System

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

Office of the Administrator



Takiyah A. Douse Interim Administrator

January 2, 2024

Tameka Allen, Chief Information Officer Information Technology 535 Telfair Street Augusta, GA 30901

Dear CIO Allen:

At the regular meeting held Tuesday, January 2, 2024, the Augusta, Georgia Commission, acted on the following items:

20. Approved Global Master Services Agreement with ADP to Implement a Comprehensive Human Resources Information System (HRIS) and Payroll System (RFP 23-160).

If you have any questions, please contact me.

In Service,

Takiyah A. Douse, Interim Administrator

TAD/nd



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 hereinby 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 (Sotware and System Requirements) of RFP 23-160" and "Supplement to ADP's Response (Software Requirements) to Section 3 (Sotware 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
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:



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
ADP HR and Payroll Services		
ADP Enterprise HR	\$96,423.00	
Time & Attendance Services- ADP Workford	e Manager	
Hourly Timekeeping	Waived	
Salaried Timekeeping	Waived	
Absence Management	Waived	Includes Attendance, Accruals and Leaves
Analytics - ADP Workforce Manager	Waived	
Workforce Manager	Waived	
ADP Recruiting Management Services		
ADP Recruiting Management Services Implementation	\$6,986.00	
ADP Electronic I-9 Services		
ADP Electronic I-9 Services Implementation	\$1,165.00	
Talent Management Solutions		
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
Succession Management		of intent under which ADP commences implementation of the
Compensation Management		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
ADP Learning Management System		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.
ADP Health Compliance Services		
ADP Health Compliance Services Implementation	\$2,446.00	
Total One-time Fees	\$149,875.00	



	1			
Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
ADP HR and Payroll Services				
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	
Time & Attendance Services - ADP Wo	rkforce Ma	nager		
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	
Subscription Timeclocks and Other De	vices *			
InTouch Timeclock Barcode Reader	67	\$164.57	each	
InTouch Quick Punch	9	\$44.43	each	
ADP Benefits Administration Services				
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



	<u> </u>			
Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
ADP Recruiting Management Services				
ADP Recruiting Management	2,800	\$1.36	PEPM	Monthly Minimum Fee: \$3,427.20
ADP Electronic I-9 Services				
ADP Electronic I-9 Services	2,800	\$0.00	new hire	
Talent Management Solutions				
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	1
ADP Succession Management	2,800	\$0.62	PEPM	
ADP Compensation Management	2,800	\$1.06	PEPM	1
ADP Learning Management System	2,800	\$1.04	PEPM	
ADP Health Compliance Services				
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
ADP Compliance Solutions				
Employment Verification Services				
Employment Verification Services	2,800	\$0.00	PEPM	

 $^{^{\}ast}$ 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		Prevailing Rate)		Based on
Decree II Decree as in a	A	DDITIONA	AL SERVIC	ES	
Payroll Processing	ADDOback Forth Oback		ФОЕ OO	Dan	
Pays/ Distribution	ADPCheck Early Check Cashing Fee	0	\$35.00	Per transaction	
	Direct Mail Services	0	First Class Postage plus \$0.15		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
ADP Wage Payment					
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
Hosting Services					
Hosting	Additional SQRs > 3	3	\$210.00	Month	Fee per additional SQR per month over the first 3 SQRs included
ADP Employment Ta	ax Services				
State/Local Fees	Tax Jurisdictions in Applied For Status	0	\$150.00	Per occurrence	Per state per month
	Tax Registration Services	0	\$150.00	Per transaction	Per Tax ID Applied For
Amendments	Amended Return	0	\$250.00	Per occurrence	Applies to all Federal, State, Local, SIT, SUI returns - prepared by Client
SSN Changes	Social Security Number Change	0	\$100.00	Per occurrence	Applies to SUI, State Recon, Local Recon
Exceptions	Exception Return	0	\$200.00	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		
System	ADP Recruiting Management Services System Primary Discrete Applicant 4 \$3,000.00 Per Basic workflows included. If variou						
Configuration	Primary Discrete Applicant Workflows	4	φ3,000.00	additional	countries or complex workflows required, check with your service representative for project scoping.		
ADP Talent Manage	ment Solutions						
Client Practitioners	Client Service/Support, and Hosting Contacts	5	\$260.00	Per month per contact	5 client practitioners included		
ADP Electronic I-9 S	Services						
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		Rate per Unit (or ADP Prevailing Rate)	Based on
Implementation Cons		ME ASSU	MPTIONS	
Implementation Servi		4	ام ماريط ما	
	Payroll Data Conversion Sources	1	Included	
	Payroll Data Mapping	2		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
	Payroll Management Reports	4	Included	Includes up to 4 of Autopay MRs
Payroll Processing	, , , , , , , ,			
	Pay Frequencies	1	Included	Includes up to 1 pay frequency(ies)
	Company Codes / Pay Groups	1		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.			
ADP Benefits Admin							
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			
	Voluntary Benefits						
	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		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 - Dependent child becomes benefit ineligible - Dependent child becomes benefit ineligible - Dependent child becomes benefit ineligible - Loss 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		
ADP Talent Managen	ADP Talent Management Solutions					
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.	
Time and Labor Man	agement - ADP Workforce Ma	nager			
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	
ADP Recruiting Management Services					
Populations	ADP Recruiting Management	2,800	Included		
System Configuration		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	
ADP Health Compliance Services					
Populations	Total Employees	2,800	Included	Includes Employees in Active or Leave of Absence status.	
	Benefit Eligible Employees	2,800	Included		
Employment Verification Services					
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. <u>Client Group and Approved Countries</u>: 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.** <u>Implementation</u>: 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:

- 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.** <u>Taxes</u>: 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. <u>Cost Reimbursement Fee</u>:

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 TotalPay 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
- <u>Timing</u>: By 9:00 a.m. Eastern time on the Business Day immediately before the associated payroll check date
- b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

- A. What: All net pay funding (other than for Payroll Cards)
 - Method: Wire to ADP
 - <u>Timing</u>: By noon Eastern time on the date that is two Business Days prior to associated payroll check date



- B. What: Net pay funding for Payroll Cards
 - Method: Issuing Bank establishes method of delivery
 - <u>Timing</u>: Issuing Bank establishes the deadline
- c) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

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

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

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

J. 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 Service	ces	Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overall Project Management	Provide overall project management for all services implemented by ADP; provide overall accountability and a single point of contact to Client throughout implementation	Х			
	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	Х			
	Assign Client Project Manager to coordinate Client resources required for implementation, assume responsibility for Client-based implementation activities, and coordinate with ADP Project Manager		Х		
	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	Х			
	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		Х		
	Manage all vendor and third party relationships; ensure vendors and third parties complete deliverables and milestones identified in Implementation Project Plan		Х		
Steering Committee	Identify joint ADP/Client Steering Committee participants with authority to resolve escalated issues; provide required resources; and define vision for, engage in, stay informed of, and monitor Client change management team activities	X	Х		
	Facilitate Client Steering Committee meetings biweekly or other mutually agreed frequency	Х	Х		
	Participate in Client Steering Committee meetings	Х	Х		



Implementation Services	S	Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
Project Team	Provide Project Team that includes resources with product/functional knowledge to complete ADP deliverables and milestones identified in Implementation Project Plan, make timely decisions, ensure effective communication, respond to and/or resolve issues quickly, and complete tasks timely; add subject matter experts as needed to facilitate implementation process	Х				
	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		Х			
Project Plan	Provide and maintain Implementation Project Plan, including dependencies and concurrencies, in accordance with project scope; update project plan weekly; manage project plan including identification of both ADP and Client deliverables and milestones	Х				
	Approve Implementation Project Plan; complete Client deliverables and milestones in accordance with Implementation Project Plan		Х			
Team Communications	Conduct initial meeting and weekly project status meetings with Client Project Team; prepare weekly project status reports including summary of progress relative to Project Plan, issue status, and risks	Х				
	Participate in initial meeting and weekly project status meetings		Х			
Issue Management	Raise issues in a timely manner as mutually agreed	Х	Х			
	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	Х				
	Work with ADP to resolve issues identified as Client owned according to schedule in Issues Log		Х			
Risk Management	Assess and manage risk areas; create mitigation strategy for any identified risks; report status to Client Project Team via weekly status meetings and/or Client Steering Committee meetings	Х				
	Maintain Risks Log to record, track, and close issues	Х				



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



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

Overview		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide systems and services to Client as defined in Client Service Definition	Х			
	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		Х		
Employee Inquiries	Respond to Client employee inquiries		Х		
Service Teams	Deliver the services defined in Client Service Definition through ADP service teams	Х			
Application Hosting	Install, configure, maintain, and support the Hosted Environment	Х			NOTE: The Hosted Environment is defined as the
Support	Provide connectivity from Client systems to ADP via internet connection; ensure availability and reliability of such communication line(s)		Х		hardware, system software, hosting support software,
	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	Х			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
System Updates	Manage and correct errors or deficiencies in core Application Programs so Application Programs conform in all material respects to core functional specifications determined during initial implementation	Х			
Security Administration	Provide security administration for ADP delivered and/or managed applications, as applicable; update ADP regarding changes to security requirements		Х		
System Interfaces	Manage relationship with Client third party vendors including ensuring accurate and timely completion of tasks; act as escalation point for ADP as needed		Х		
	Setup, configure, and support transmission to and from Client and/or Client vendors of interfaces listed in Interface Matrix	Х			
System Reports	Provide access to standard reports, as applicable	Х			
	Access standard reports, as desired; run ad hoc reports using ADP ad hoc reporting tool, as applicable		Х		



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		Х		
	Review requested modification to assess ADP work effort required to produce quote (quotes requiring more than 2 hours to prepare are subject to formal detailed analysis)	X			NOTES: • Quotes provided without detailed analysis are high level estimates only and are not binding • Preparation of a formal detailed analysis is subject to Change Control

ADP Payroll Services – ADP Enterprise HR			Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes	
Employee and	Host, maintain and update self service application	Х				
Manager Self Service Applications	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		Х			
Payroll Processing	Provide payroll processing services	Х				
	Gather, validate, and submit payroll data files needed for each payroll processing cycle		Х			
Earnings Calculations	Define earnings calculations and attributes; define accumulators set-up		Х			
	Set up and maintain all earnings with associated calculations, including configurable options	Х				
Deduction	Define deduction calculations		Х			
Calculations	Set up and maintain all deductions with associated calculations, including configurable options	Х				
ADP Wage	Enter garnishment orders into payroll system		Х			
Garnishment Payment Services	Process and track garnishment orders and wage attachments interpreted by and received from Client	Х				
	Apply administrative fee (if desired by Client), up to legal limit or Client policy, provide access to employee payroll information, and resolve order issues		Х			



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	Х				
	Provide garnishment, termination, leave of absence, and "unable to withhold" notifications; prepare and submit recurring answers to court or agency		Х			
	Respond to employee and agency inquiries	Х			NOTE: ADP does not respond to legal inquiries	
On-cycle Payroll Processing	Set up and maintain system for Client payroll processing, execute payroll gross-to-net process including final distribution	Х				
	Facilitate payroll processing by defining payroll policies, procedures, and pay rules; executing payroll production tasks; and notifying ADP of any required changes		Х			
Manual Check	Provide ability to process manual checks or paycards as requested by Client	Х				
Processing	Process and distribute manual checks processed through ADP systems; request manual check processing; perform any positive pay activity required by Client bank		Х			
	Provide Client access to manual check data; provide data necessary to assist Client with positive pay activity	Х				
Off-cycle Payroll	Notify ADP of upcoming off-cycle processing changes; coordinate processing		Х			
Processing	Provide ability to process off-cycle payrolls, execute payroll gross-to-net process including final distribution; provide Client access to off-cycle payroll data	Х				
Banking Transactions	Facilitate and monitor banking transactions associated with employee payroll processing activities	Х				
Paycheck Printing and	Establish and maintain paycheck distribution schedule and requirements		Х			
Distribution	Print, sort, and distribute paychecks and advices	Х				
General Ledger (ADP GL)	Host and provide Client access to ADP GL for reporting purposes; push payroll data to ADP GL for each processing cycle	Х				
	Coordinate transmission of ADP GL extract to Client financial accounting system and perform any reconciliation		Х			
ADP Employment Tax Services	File federal, state, and local payroll taxes and make deposits to applicable agencies; submit all returns and reports as required by federal, state, and local tax agencies for jurisdictions within which ADP files; prepare amended returns, as necessary (additional fees may apply)	Х				



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		Х		
	Update ADP system to reflect legislative changes for the jurisdictions for which ADP provides tax services	Х			
Quarter-end Processing	Manage quarter-end payroll and tax processing based on Client approved data	Х			
	Support quarter-end payroll and tax processing		Х		
Year-end Processing	Manage year-end payroll and tax processing based on Client approved data	Х			
	Support quarter-end payroll and tax processing		Х		
	Create and distribute Client employee W-2s, 1099Rs, and 1099Ms	Х			
	Create and distribute Client employee W-2Cs		Х		



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



Benefit Services			Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes	
ADP Benefits Administration	Define Client benefits strategy and policies; act as Plan Administrator; own all plan design and fiduciary responsibility; manage Client vendors		Х			
Services	Process Client benefits in accordance with Client business rules as mutually agreed during implementation, as follows:	Х				
	Determine eligibility for U.Sbased active employees and employees on leave for benefits plans based on Client eligibility rules					
	Manage the annual benefits enrollment and annual benefits roll-over processes					
	Enable Client employees to manage benefits enrollment and changes through ADP Application Program functionality					
	Calculate payroll deductions					
	Provide data to Client benefits plan carriers regarding initial enrollment and ongoing changes to enrollment					
	Provide ongoing support to Client-designated contacts as follows:	Х				
	Research and respond to benefits inquiries					
	Verify content and timing of carrier, HR, and payroll data transmissions					
	Respond to eligibility inquiries					
	Maintain historic benefits election and transaction data for each Client employee beginning as of ongoing services commencement date	Х				
	Provide Client access to data management tools to enable reporting and analysis	Х				
	Respond to inquiries from ADP regarding benefits strategy and policy		Х			
	Coordinate with Client carriers to maintain plan design, including eligible zip codes for each H&W plan option		Х			
Enrollment Notifications	Send standard email Notification of Opportunity to Enroll to newly eligible Client employees and Client employees eligible for new plans; make printable Eligibility Summary available online	Х				
Enrollment Acknowledgements	Send standard email Acknowledgement of Enrollment/Default Assignment to employees who make a change to their coverage, are defaulted to coverage, or experience a change in coverage due to a change in eligibility, including link to printable Election Confirmation	Х				
	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	Х				

Item 3.

Benefit Services			Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes	
Employment Status Changes and Family	status (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules					
Status Changes	Notify employee if current plan election becomes unavailable due to employee change	Х				
	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	Х				
	Send COBRA initial rights information to Client COBRA vendor in standard ADP format for newly elected employees and spouses	Х				
	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	Х				
	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	Х				
Domestic Partner Coverage	Process benefits elections for domestic partners of Client employees, as well as the children of such individuals in accordance with Client eligibility rules and imputed income calculation rules	Х				
Pending Elections and Confirmation of Dependent Enrollment	Pend and/or verify eligibility of dependents in accordance with Client business rules, as desired		Х		NOTE: ADP will provide reports to support pending elections if pending feature is utilized by Client	
Evidence of Insurability Processing	Pend life insurance elections in accordance with Client and/or Client carrier evidence of insurability (EOI) requirements; make EOI form(s) available via ADP Application Program	Х				
	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		Х			
	Approve or deny coverage and update ADP Application Program accordingly; respond to inquiries related to EOI		Х			
	Adjust benefits records, update benefit payroll deductions, and generate and distribute an email Acknowledgement of Enrollment based on ADP Application Program completed by Client	Х			NOTE: In the event Client employee fails to submit appropriate documentation, the election will expire as mutually agreed during implementation	
Collection of Beneficiary Designations	Provide online tool to enable Client employees to designate beneficiaries	Х				



Item 3.

Benefit Services			Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes	
Appeals	Review and resolve written appeals submitted by employee; notify ADP of decision regarding appeals		Х			
	Notify employee of decision in writing		Х			
	Update systems to reflect Client decision	Х				
Haste Enrollments	Work directly with Client carriers to enroll Client employees and/or dependents who are eligible for and need immediate access to health care		Х			
New Plan Year Updates and Annual Enrollment Set-up	Communicate potential plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; confirm plan design changes, as well as accuracy of new plan year rates and zip codes in accordance with timeframes designated in this Service Definition		Х		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)	Х			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		Х			
	Coordinate new plan year updates, as follows:	Х				
	Update benefits enrollment system to reflect upcoming year rates, payroll calendars, and zip codes for current Client carriers					
	Modify benefits enrollment system to reflect approved Change Control Items for upcoming year plan design changes					
	Test all changes to verify compliance with submitted documentation (i.e., rate and zip code files, and approved Change Control Items) and readiness for Client testing					
	Participate in Client testing and approve system set-up for new plan year; manage all communication to Client employees and managers related to annual enrollment and new plan year updates; manage Client carrier relationships		х			
New Plan Year Updates and Annual	Send standard email Notification of Opportunity to Enroll to each eligible Client employee	Х				
Enrollment Processing	Accept Client employee annual enrollment elections via ADP Application Program during single two (2) week annual enrollment period	Х				
	Send standard email Acknowledgement of Enrollment/Default Assignment with link to personalized Election Confirmation to each Client employee	Х				



Benefit Services				Respo	nsibility
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	Х			
	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	Х			
	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	Х			
Concurrent Year Processing	Support concurrent plan year processing on an ongoing basis for up to two (2) consecutive plan years	Х			
Payroll Deduction Processing	Calculate per pay period benefit deductions for each Client employee, including imputed income for company-provided life insurance above \$50,000	Х			
Carrier Enrollment Files	Send to Client carrier FTP server or post enrollment files to secure ADP FTP server for each Client carrier in accordance with predefined schedule for frequency and posting dates	Х			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			Х	
	Coordinate with carriers to seek to resolve any load report errors; escalate errors resulting from Client data issues to Client for resolution	Х			NOTE: Records in error are not processed
	Correct data per escalated issues as noted in previous section		Х		
Carrier Premium Reporting	Provide access to Client premiums due report in accordance with predefined schedule	Х			
	Pay carrier premiums		Х		
Qualified Medical Child	Enable Client to track and manage court orders for child support	Х	_		
Support Orders (QMCSOs)	Enter court order information to ADP system; flag court-ordered dependents within system		Х		
	Ensure coverage remains in place for court-ordered dependents until end of QMCSO	Х			
	Provide ADP standard reporting regarding court-ordered dependents	Х			



Benefit Services			Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes		
Supplemental Benefits powered by Corestream	Provide Client employee eligibility data to Corestream; provide single sign on access from ADP Benefits Administration system to Corestream to facilitate Client employee online enrollment and/or enrollment changes related to Client supplemental benefits	Х			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			Х	NOTE: This is a Corestream responsibility		

ADP Health Complian	ce Comprehensive	Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
Overview	Support Client compliance-related efforts associated with the Affordable Care Act (ACA) through the services defined in this Section	X				
	Provide payroll, benefits, and other related and mutually agreed upon data, as applicable, to ADP in accordance with mutually agreed format and schedule to support services outlined in this section; respond to Client employee inquiries related to the ACA; manage relationship with Client third party vendors		х			
Eligibility	Communicate to ADP changes in measurement periods, stability periods, administrative periods, employee categories (if applicable), and rules applicable to new hires and rehires		Х			
	Provide additional information regarding hours of service (e.g., FMLA, jury duty, USERRA) not included in payroll data		Х			
	Import payroll data on mutually agreed schedule	Χ				
	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	Х				
	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		Х			
	Update Client benefits system to reflect employee ACA benefit status as directed by Client	Х				
Affordability "Safe	Notify ADP of "safe harbors" to be utilized for testing		Х			
Harbor" Testing	Complete affordability safe harbor testing and provide results to Client based on safe harbors selected by Client	Х				



ADP Health Compliance	Comprehensive		Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes		
Regulatory Management	Provide regulatory management services as outlined in this section	Х					
New Hire Notice of Coverage	Provide Client-approved notice of coverage to newly hired Client employees to include information regarding: Existence of marketplaces; Availability of and potential eligibility for premium tax credit and/or cost sharing reduction; and Impact to employee if employee elects marketplace plan, including loss of Client contributions	Х					
Post-enrollment Verification of Information for Marketplaces	Respond to federal and state marketplace inquiries to verify information related to employee eligibility for financial assistance (e.g., employment, wages, Client business rules related to eligibility)	Х					
Exchange Notice Management	Forward any determination notices received from federally-facilitated or state marketplaces stating Client may be subject to penalty due to a Client employee enrolling in a marketplace plan and deemed eligible for receiving premium tax credits		Х				
	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	Х			NOTE: ADP support does not include representing Client or attending hearings		
Annual Health Coverage Reporting	Provide data required to complete annual health care coverage report to ADP in mutually agreed format		Х		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)	Х					
	Prepare and provide hard copy individual health care coverage reports (IRS Form 1095-C) to Client employees	Х			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)	Х					
Penalty Management	Send IRS penalty notices to ADP within 24 hours of Client receipt of such notices		Х				



ADP Health Complia	nce 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	Х				
	Appeal penalty assessments as applicable and as directed by Client	Х			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		Х			
	Subject to completion of previous task/activity by Client, report and disburse penalties to IRS	Х				
Client Support	Provide ongoing support to one (1) Client-named contact (and back-up contact, as needed), including: Researching and responding to inquiries regarding hours of service by employee and content and timing of payroll data transmissions used to calculate ACA benefit status Overall solution and service support	Х				
	Provide access to standard reports	Х				
	Respond to agency inquiries related to exchange notices and penalties as described above	Х				



Human Resource Adm	inistration Services (U.S. – Onboarding)			Responsibili	ty
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	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	Х			
	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		Х		
Onboarding	Facilitate Client onboarding process based on employee type, including:	Х			
	 Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists 				
	 New hire orientation support – company news; online maps of office location and points of interest; welcome video 				
	Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup				
	 Ease of accessibility – available to employee prior to start date; mobile- enabled; device-responsive; multiple languages 				
	Provide instructions to Client new hires regarding access to and use of onboarding functionality		Х		
	Make any ongoing changes to onboarding workflow configuration and Client-specific content		Х		
HR Compliance Support	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	Х			
HR System Administration	Provide tool to enable Client to update and maintain employee data	Х			
	ality outlined in following sections is available, actual implementation of each one or more of these modules, the associated work effort is subject to Change		optional. Sh	ould Client	
Skills Management	Provide tool to enable Client to maintain and track skills for each employee	Х			
	Enter and update skills for each employee		Х		
Off-boarding	Submit employee termination data; manage data associated with voluntary and involuntary employee terminations		Х		
Disciplinary Process Management	Provide tool to enable Client to track employee disciplinary actions and manage disciplinary process	Х			
	Track employee discipline problems		Х		



Human Resource Admi	nistration Services (U.S. – Onboarding)			Responsibili	ty
Area	Task/Activity	ADP	Client	Third Party	Note
Overview	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	Х			
	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		Х		
Onboarding	Facilitate Client onboarding process based on employee type, including:	Х			
	Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists				
	New hire orientation support – company news; online maps of office location and points of interest; welcome video				
	Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup				
	Ease of accessibility – available to employee prior to start date; mobile- enabled; device-responsive; multiple languages				
	Provide instructions to Client new hires regarding access to and use of onboarding functionality		Х		
	Make any ongoing changes to onboarding workflow configuration and Client-specific content		Х		
HR Compliance Support	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	Х			
HR System Administration	Provide tool to enable Client to update and maintain employee data	Х			
	lity outlined in following sections is available, actual implementation of each in ne or more of these modules, the associated work effort is subject to Change		optional. Sh	ould Client	
Health and Safety Administration	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	Х			
	Enter employee workers compensation events, complete OSHA 200 or 300 logs, and produce corresponding report		Х		
Employee Certification/	Provide tool to enable Client to enter and track employee education, skills, and other competencies	Х			
Continuing Education History	Record and track employee education, skills, and other competencies		Х		



Human Resource Ac	Iministration Services (U.S. – Onboarding)			Responsibili	ty
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	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	Х			
	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		Х		
Onboarding	Facilitate Client onboarding process based on employee type, including:	Х			
	Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists				
	New hire orientation support – company news; online maps of office location and points of interest; welcome video				
	Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup				
	Ease of accessibility – available to employee prior to start date; mobile- enabled; device-responsive; multiple languages				
	Provide instructions to Client new hires regarding access to and use of onboarding functionality		Х		
	Make any ongoing changes to onboarding workflow configuration and Client-specific content		Х		
HR Compliance Support	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	Х			
HR System Administration	Provide tool to enable Client to update and maintain employee data	Х			
	nality outlined in following sections is available, actual implementation of each t one or more of these modules, the associated work effort is subject to Change		optional. Sh	ould Client	
Performance Management	Update performance plans annually; generate online worksheets; enter performance review data for each employee		Х		
Training and Development	Provide tool to enable Client to manage employee training and development plans	Х			
Management	Modify development factors to use in developing employee training plans; initiate and maintain individual employee development plans		Х		
Compensation Management	Provide tool to enable Client managers to maintain and modify employee compensation	Х			
		1	1	1	



Human Resource Ad	ministration Services (U.S. – Onboarding)			Respons	ibility
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	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	Х			
	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		Х		
Onboarding	Facilitate Client onboarding process based on employee type, including:	Х			
	 Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists 				
	 New hire orientation support – company news; online maps of office location and points of interest; welcome video 				
	Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup				
	Ease of accessibility – available to employee prior to start date; mobile- enabled; device-responsive; multiple languages				
	Provide instructions to Client new hires regarding access to and use of onboarding functionality		Х		
	Make any ongoing changes to onboarding workflow configuration and Client-specific content		Х		
HR Compliance Support	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	Х			
HR System Administration	Provide tool to enable Client to update and maintain employee data	Х			
	nality outlined in following sections is available, actual implementation of each tone or more of these modules, the associated work effort is subject to Change		optional. Sh	ould Client	
	Manage employee compensation data; input and approve changes to salary plan and job grades		Х		



Talent Acquisition Solut	ions			Respo	nsibility
Area	Task/Activity	ADP	Client	Third Party	Notes
ADP Recruiting Management Services	Provide recruiting management tool(s) to support Client recruiting activities and lead generation and relationship building	Х			
Recruiting Activities	Utilize recruiting management tool(s) to create and maintain internal and external career centers and talent communities; maintain business relationship with job board and job board aggregator vendor(s); maintain separate contract and relationship with job board aggregator		Х		
	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		Х		
Lead Generation and Relationship Building	Provide candidate relationship management (CRM) technology and data base to enable Client to develop and manage relationships with passive and active candidates, including ability to search for and store resumes; design and conduct email campaigns; track candidate notes; collect candidate information; calendar appointments; configure user-defined fields; and search public profiles	X			
	Provide integration to external database vendors to enable both individual searches and ability to conduct automated searches on frequency defined by Client; automatically load retrieved resumes into CRM database	Х			
	Maintain separate business contract(s) and relationship(s) with external resume database vendors		Х		
	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	Х			NOTE: Any external resume database searches conducted outside of ADP environment are not recorded for reporting purposes
Ongoing Inquiries	Respond to inquiries from Client employees and managers regarding recruiting management tool; provide up to three (3) contacts within Client organization to escalate inquiries to ADP for assistance, as needed; use online technical support portal and/or 1-800 number to submit and manage support requests		Х		
	Respond to Client-escalated inquiries for advanced technical, configuration, and super-user assistance from designated contacts	Х			

Talent Acquisition Solut	ions	Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
Ongoing Maintenance	Maintain ongoing functionality by adding and/or updating user information; assigning user security profiles; modifying workflow (as needed); creating and maintaining screening questions; creating and maintaining offer letter templates; managing system table data; managing career center(s) and talent communities		Х			
	Schedule and manage platform upgrades to most current version	Х				
ADP Electronic I-9 Services	Provide standard training materials to Client managers regarding Form I-9 compliance requirements	Х				
	Ensure Client employees complete online Form I-9		Х			
	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	Х				
	Follow-up on any incomplete, inaccurate, or missing documentation		Х			
	Notify Client of expiring work authorization documents 120 days prior to expiration	Х				

Talent Management Solutions		Responsibility			
Task/Activity	ADP	Client	Third Party	Notes	
Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions	Х				
Respond to Client employee and manager inquiries related to Talent Management Solutions		Х			
Manage learning within Client organization, including the following: Develop, maintain and procure learning content and communicate new course content within Client organization Manage instructional design methodology Maintain course, course content and curriculum, including any prerequisites Define learning objectives and evaluation criteria Develop course assessment methodology		х			
	Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions Respond to Client employee and manager inquiries related to Talent Management Solutions Manage learning within Client organization, including the following: • Develop, maintain and procure learning content and communicate new course content within Client organization • Manage instructional design methodology • Maintain course, course content and curriculum, including any prerequisites • Define learning objectives and evaluation criteria	Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions Respond to Client employee and manager inquiries related to Talent Management Solutions Manage learning within Client organization, including the following: Develop, maintain and procure learning content and communicate new course content within Client organization Manage instructional design methodology Maintain course, course content and curriculum, including any prerequisites Define learning objectives and evaluation criteria Develop course assessment methodology	Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions Respond to Client employee and manager inquiries related to Talent Management Solutions Manage learning within Client organization, including the following: Develop, maintain and procure learning content and communicate new course content within Client organization Manage instructional design methodology Maintain course, course content and curriculum, including any prerequisites Define learning objectives and evaluation criteria Develop course assessment methodology	Task/Activity Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions Respond to Client employee and manager inquiries related to Talent Management Solutions Manage learning within Client organization, including the following: Develop, maintain and procure learning content and communicate new course content within Client organization Manage instructional design methodology Maintain course, course content and curriculum, including any prerequisites Define learning objectives and evaluation criteria Develop course assessment methodology	



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

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Employee Self Service	Enable Client employees to:	Х			
	Browse course catalog				
	Enroll in courses				
	View and print course completion history				
	View and print course completion certificates				
	View training assignment status				
ADP Compensation Management	Provide compensation management system that enables Client managers and practitioners to:	Х			
·	Coordinate compensation planning process in accordance with Client guidelines				
	Plan for salary changes, long-term incentives, and/or short-term incentive payments and targets in local currencies				
	Manage compensation planning process via analytical tools and reports				
Compensation Planning Cycles	Communicate potential plan design changes for upcoming compensation planning cycle, and confirm key dates associated with any plan design changes; confirm plan design changes in accordance with mutually agreed timeframe		Х		
	Prepare requirements document for plan design changes and associated Change Control if required	х			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		Х		
	Coordinate updates as provided by Client, as follows:	Х			
	Modify and update compensation system to reflect Client-approved requirements				
	Test all changes to verify accuracy with submitted documentation and readiness for Client testing				
	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		Х		



Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Compensation Cycle Administration	Coordinate compensation planning cycle activities; provide information to ADP to complete annual update to administrative module, including items as applicable such as:		Х		
	Bottom up budgeting percentage or amount for each eligibility group by pay element				
	Top down budgeting dollar amount for applicable pay elements				
	Guideline matrix dimension value, percent, or amount for each eligibility group by pay element				
	Proration factor values for each eligibility group by pay element				
	Any changes to summing allocation rule current weights by pay element				
	Financial results to be used for allocation incentive awards; final global and group based scores for each eligibility group				
	Any changes to asset allocation needed for long-term incentive awards				
	Estimated strike price and asset effective date for long-term incentive				
	Complete annual updates provided by Client to compensation management system administrative module in preparation for compensation planning cycle as directed by Client	Х			
Manager Self Service	Provide technology to enable Client managers to support annual compensation planning, as follows:	Х			
	Input annual salary changes				
	Input short-term incentive				
	Input long-term incentive				
	Print and distribute individual compensation statements as desired				
	Run standard reports				
ADP Performance	Provide performance management system that enables Client employees to:	Х			
Management	Complete self-assessments				
	Capture and maintain talent profiles				
	Provide performance management system that enables Client managers and practitioners to:	Х			
	Create performance plan templates and individual employee performance plans				
	Complete performance reviews				
	Access all employee performance data within reporting hierarchy				
	Maintain goal library and competencies				



Item 3.

Talent Management Solu	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		Х			
	Provide performance management system that enables Client managers and practitioners to:	Х				
	Create performance plan templates and individual employee performance plans					
	Complete performance reviews					
	Access all employee performance data within reporting hierarchy					
	Maintain goal library and competencies					
	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		Х			
Annual Performance Management Cycle	Communicate plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; modify and update performance system with plan design changes; test plan design changes; manage all communication to Client employees and managers related to annual performance evaluations and new plan year updates		X			
	Assist with testing of system set-up for new plan year	Х				
Manager Self Service	Provide technology to enable Client managers to: • Update performance evaluations	Х				
	Create and manage development plans Update talent plans					
Employee Self Service	Provide technology to enable Client employees to: Update employee talent profiles Set objectives	Х				
	Create and edit individual development plans					
	Create and submit mid-year self-assessments					
	Create, submit, and accept end-of-year performance self-assessments					
	Provide best practices information regarding expectations, process, and timing for completing succession plans	Х				



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

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



ADP Time & Attendan	ce Services	Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Rules Engine	Notify ADP of changes to Client-defined work rules		Х		
Maintenance	Update application based on changes to Client-defined work rules, including rounding criteria, as well as paid break, shift differential, and pay cycle requirements	Х			NOTE: Updates for changes to Client-defined work rules are subject to Change Control
User Interface Maintenance	Inform ADP of any Client changes to organizational hierarchy at division, department, crew, or employee level that may impact data fields, edit modes, override options, and/or individual employee information		X		
	Set up and manage workflow for report distribution and specific workflow notifications (e.g., notifications to supervisors to approve timesheets; notification to employees to approve timesheets)	Х			
	Maintain ADP Time & Attendance settings based on Client direction as set forth in the previous row, and provide multiple views of employee time entry showing: Web time entry/time maintenance Accrual balances	X			
	 Time card recap Time card approval Attendance exceptions				
	Schedule override by employee				
Client Practitioner Support	Track and resolve online and phone inquiries from Client practitioners regarding: Interface errors Application reports and Client-created queries Assistance with Client completion of historical edits Group schedules and accruals Configuration options Application availability and performance	Х			
	Available practitioner trainingAdditional licenses required				
Interface Administration	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed processing schedule and format; manage import and export of data into and out of ADP systems as configured during implementation; review and validate control totals and make any necessary		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	Х			
Hardware Maintenance	Provide Hardware Maintenance, including remote technical support	Х			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	Х			

ADP Workforce Manager Service	
ADP Workforce Manager System Description	Workforce Manager is a multi-tenant, SAAS, cloud-deployed workforce management service. Assist managers and employees with collection and tracking their time and attendance. Functionalities of ADP Workforce Manager include: Ability to manage time and attendance: Collect times (clock in/clock out times or timesheet) Hourly timekeeping – enables employees to record start and stop times for work using various methods with data collection devices or the web interface Salaried timekeeping- is used for employees who enter duration of time per day, often against a set of projects or paycodes calculate total hours based on times collected, calculate premiums (night hours, working holidays, overtimes, etc.) generate exceptions and alerts create and maintain pay rules to calculate paycodes for all type of employees (full-timers /part-timers) provide employee with the ability to request time off; provide manager with the ability to approve time off through approval workflow provide managers with ability to delegate authority perform historical corrections on previous periods Schedule management: create and maintain shift templates and shift patterns that can be assigned to employee enter and track absence in the team schedule Reporting: extract data and build reports on both absence and time data Audit: Ability to maintain audit trail to keep track of edits
ADP Workforce Manager Timekeeping Options	Workforce Manager is offered in two variations which can be "mixed & matched" Hourly timekeeping which totals all punches and durations primarily designed for hourly employees Salaried timekeeping which totals durations primarily designed for salaried employees

ADP Workforce Manager Services			Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes	
General Maintenance	Perform employee level and holiday table maintenance		Х			
	Assist Authorized Contacts with inquiries related to employee level and holiday table maintenance	Х			Maintenance requiring more than 2 hours of effort is subject to Change Control	
	Keep payroll sign off up to date		Х			
Rules Maintenance	Notify ADP of changes to Client-defined pay rules		Х			
	Update application based on changes to Client-defined pay rules	Х			Updates requiring more than 2 hours of effort are subject to Change Control	



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



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	ADP Workforce Manager Services				
	Task/Activity				
Accruals + Leave + Attendance	Include Accruals and Leave features PLUS provide the ability to monitor and enforce any punitive and/or reward policies related to attendance failures and/or accomplishments. For example, late in, early out, or absent for the day. Note: Hours Based Leave support only				
Analytics	Labor Reporting & Metrics that provide you with data when and where you need it to make better labor decisions				

ADP Workforce Manager Services		Responsibility				
Area	Task/Activity	ADP	Client	Third Party	Notes	
Hardware	Arrange shipment of time clocks to Client	Х				
	Ensure delivery of time clocks by managing country specific customs clearance procedures		Х			
	Provide ongoing remote software support of time clocks at Client locations	Х			Client involvement may be required.	
Hardware - 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	
	Assess request, repair or replace any parts found to be defective and covered by time clock maintenance	Х			clocks is subject to an annual fee as set forth in the Pricing and Financial Terms Appendix	
	Return defective time clocks to ADP		Х			

Service Commitments



- **1. Definitions**. Unless defined herein, the defined terms used shall have the same meaning ascribed such terms in the Agreement.
- **1.1** "Allocation Percentage" means the weighting factor, expressed as a percentage between 0% 50%, assigned to each Service Level as specified in Attachment A hereto.
- **1.2** "At Risk Amount" means five percent (5%) of the fees for the applicable Service performed during the applicable Measurement Period.
 - **1.3** "Go-Live Date" shall have the meaning set forth in the Global Master Terms and Conditions.
- **1.4** "**Key Performance Indicator**" means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Attachment A hereto (if any), to which no Service Level Credit applies, but which is meaningful to Client's business.
- **1.5** "Measurement Period" means the frequency by which a Service Commitment is measured. The Measurement Period for each Service Commitment is specified in Attachment A hereto.
- **1.6** "Service Commitments" means Service Levels and, where applicable, Key Performance Indicators, collectively.
- **1.7** "Service Level" means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Exhibit 2 to Attachment A hereto, to which a Service Level Credit applies.
- 1.8 "Service Level Commencement Date" means the first day of the month that immediately follows the expiration of the ninety (90) day period commencing on the Go-Live Date for the applicable Service.
- **1.9** "Service Level Failure" means, with respect to a given Service Level, ADP's failure to perform the Services at a level that meets that Service Level.
- **2. General**. Subject to the terms of this document, ADP will perform the Service in a manner consistent with the applicable Service Commitments.
- **3. Reporting.** Within twenty (20) days after the end of each month during the Term, ADP will provide Client with a report detailing ADP's performance of the Services during the preceding month and the two (2) months prior to such month. For example, no later than April 20th, ADP will provide Client a report for the months of January, February, and March.
- **4. Excused Performance**. ADP will not be responsible for any Service Level Failure due to: (i) failures by Client, its Affiliates or their respective representatives, vendors, subcontractors or agents to provide ADP at least thirty (30) days prior written notification of changes in Client's administrative policies and/or procedures, to the extent such policies or procedures impact the Services, (ii) inaccurate Client data, (iii) Client's failure to perform its obligations under the Agreement, including, but not limited to, its failure to meet agreed upon processing or funding deadlines, and/or (iv) force majeure events (as defined in Section 15.7 of the Agreement).



5. Service Level Failure

- **5.1 Service Level Credits**. Subject to Section 4 (Excused Performance), in the event of a Service Level Failure, Client will be entitled to a credit. The amount of such credit will be calculated quarterly, starting on the Service Level Commencement Date, in accordance with Sections 5.2 5.4 (each such credit, a "Service Level Credit").
 - **5.2 Calculation**. Each Service Level Credit will be computed as follows:

Service Level Credit = A x B	Where: A = the Allocation Percentage for the applicable Service Level Credit
	B = the applicable At Risk Amount

5.3 Sample Calculation. Assume that: (i) ADP has failed to meet the Service Level for ADP Application Program Availability during a given calendar month, (ii) the Allocation Percentage for the ADP Application Program Availability Service Level is thirty percent (30%), (iii) the fee for the applicable Service is \$500,000 for such month, and (iv) the At-Risk Amount is three percent (3%). The applicable Service Level Credit would be computed as follows:

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

- **5.4 Multiple Service Level Failures**. If a single incident results in multiple Service Level Failures, Client will be entitled to receive only the highest Service Level Credit (i.e., only one credit) resulting from such incident.
- **5.5 Maximum Credit**. Notwithstanding anything in this document to the contrary, the maximum amount of Service Level Credits during a single calendar month will be limited, in the aggregate, to the At Risk Amount.



Attachment A to Service Commitments

Exhibit 1 Allocation Percentage Tables

1. ADP HCM Services:

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%
Payroll Services	
Payment Accuracy	25%
Payment Timeliness	25%
Other HCM Services	
Carrier Enrollment Processing	10%
Total	100%
At Risk Amount	5%

^{*} Applicable to the following ADP Application Programs:

- ADP 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%	 ADP Enterprise HCM ADP Recruiting Management ADP Talent Management ADP Benefits Administration Services

Calculation:

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

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

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

Excused Downtime – the number of minutes in the Measurement Period that the applicable ADP Application Program is unavailable due to (i) scheduled maintenance, (ii) Client's equipment, software or network (e.g., Client's inability to access the Internet) failure, and/or (iii) a force majeure event

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

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

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2. Payroll Services

A. Payment Accuracy

Description	Measurement Period	Service Level	Applicable Services
Measures the accuracy of calculations performed by ADP to determine Client employee payment amounts during the Measurement Period	Monthly	99.5%	Payroll Services

Calculation:

Payment Accuracy = $((A - B)/A) \times 100$

Where:

A = the total number of Client employee payment calculations during the Measurement Period

B = the number of incorrect Client employee payment calculations during the Measurement Period as a result of ADP-caused errors

Example:

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

Payment Accuracy = $((2,000 - 10)/2,000) \times 100$

= 99.5%

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A. Payment Timeliness

Description	Measurement Period	Service Level	Applicable Services
Measures the extent to which ADP delivers Client employee payments and/or Client employee payment instructions (as applicable) in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services

Calculation:

Payment Timeliness = $((A - B)/A) \times 100$

Where:

A = the total number of Client employee payments and/or Client employee payment instructions (as applicable) delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination during the Measurement Period

B = the number of Client employee payments and/or Client employee payment instructions (as applicable) not delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination, in accordance with the agreed-upon schedule during the Measurement Period

Example:

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

Payment Timeliness =
$$((2,000 - 10)/2,000) \times 100$$

= 99.5%

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3. Benefit Services

Carrier Enrollment Processing

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) within 3 Business Days of ADP's completion of processing such file	Monthly	98.0%	Benefit Services • ADP Benefits Administration Services

Calculation:

Carrier Enrollment Processing = (A/B) x 100

Where:

A = the number of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) by ADP within 3 Business Days of ADP's completion of processing such file during the Measurement Period

B = the total number of benefit enrollment files provided to Client's insurance carrier(s) by ADP during the Measurement Period

Example:

Assume 500 benefit enrollment files filed by ADP in a given month; 498 such files filed within 3 Business Days

Carrier Enrollment Processing = (498/500) x 100

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Public Safety Committee May 14, 2024

Minutes

Department: N/A

Presenter: N/A

Caption: Motion to approve the minutes of the Public Safety Committee held on April

30, 2024.

N/A

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:



PUBLIC SAFETY COMMITTEE MEETING MINUTES
Commission Chamber

Tuesday, April 30, 2024

1:15 PM

PUBLIC SAFETY

PRESENT

Mayor Garnett Johnson Commissioner Catherine Smith-McKnight Commissioner Bobby Williams Commissioner Brandon Garrett

ABSENT

Commissioner Alvin Mason

1. Motion to approve entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents for an initial two (2) year contract with option to extend for three (3) additional one (1) year terms. (RFP 23-149)

Motion to approve.

Motion made by Garrett, Seconded by Williams. Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

2. Motion to approve award of RFP 24-901Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

3. Motion to approve award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Item 4.

Motion carries 3-0.

4. Motion to approve a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

5. Motion to approve the acceptance of a \$48,195 BOOST Grant summer program fund from the Georgia Department of Education.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

6. Motion to approve the minutes of the Public Safety Committee held on March 26, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.