

07087 Exhibit B-10
Service Level Agreement

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1.0 General Terms

This Service Level Agreement (the "SLA") is attached to the Agreement between County and ADP. Service levels under the SLA are monitored within ADP.

Definitions of capitalized terms used in the SLA are the same as those in the Agreement, unless otherwise defined herein.

The general terms governing all performance requirements under this SLA are outlined below.

1.1 Burn-In Period

The SLA with the exception of Payroll shall be effective commencing three (3) months after the first live processing of the applicable Services. Such three-month period is referred to as the "Burn-In Period". Payroll will be effective at go-live.

1.2 General Exclusions

ADP is not accountable for missed Service Levels or Service Level Metrics (as such terms are hereafter defined) due to one or more of the following:

- Failure by the County or County's agent(s) or subcontractor(s) to provide ADP with Accurate Data (as hereafter defined) within the mutually agreed upon time frame.
- Failure by the County or County's agent(s) or subcontractor(s) to provide at least 30 days prior notification of changes in the County's policies and procedures.
- Errors that result from inaccurate County data.
- Failure of the County or County's agent(s) or subcontractor(s) to meet agreed upon deadlines.
- ADP's reasonable reliance on County direction.
- Activity outside of ADP's direct control.
- Force majeure events as described in the Agreement.

1.3 Service Level Metrics

Service level metrics ("Service Level Metrics") shall mean the standard of performance defined under the applicable Service specific Appendix in this SLA.

1.4 Service Level Credits

Service level credits ("Service Level Credits") shall mean the financial credits associated with ADP's failure to meet specific Service Level Metrics as defined under Appendix 6.

2.0 Service Level Commitment

2.1 Definitions

- County Case – A County inquiry documented and logged into ADP's County relationship management system.
- County Outage – Any situation directly related to data center environmental and infrastructure support resulting in County being unable to access or perform critical functions within the System or the Services. County Outages include failures of ADP managed connectivity channels, ADP hardware failures, ADP operating system software failures, ADP operator errors, and other conditions under ADP's control which result in failure of the System or the Services.
- Message – An incoming call from County that is not initially handled by a solution center consultant. This results in a message being logged into the County relationship management system. Calls answered by a solution center consultant, in which County requests to speak with a specific consultant, do not qualify as a message.
- Off-Hours Support – Consultant support available to Countys experiencing a critical System connectivity issue after Prime Time hours, up to 12:00 AM, Monday through Thursday only, in the time zone where the County's National Service Center is located (as defined in Annex Z).
- Prime Time Hours:

- With respect to ADP Enterprise Services: Normal business hours are Monday through Friday from 8:00 AM to 8PM Eastern Time, excluding ADP Holidays, unless otherwise specified by the County's National Service Center.
- Service Level – Each service level description and measurement in this SLA (including any associated Appendix).

3.0 Service Support

- Problem correction – ADP shall use commercially reasonable efforts to provide, within the time periods set forth under the SLA, problem response and problem resolution for each County Case.
- Problem analysis - In the event ADP fails to meet a Service Level Metric, ADP shall, upon County request: (a) investigate the root cause(s) of the failure in an expeditious timeframe; (b) use commercially reasonable efforts to correct the issue and to begin meeting such service level as soon as practicable; (c) advise County, to the extent requested by County, of the status of remedial efforts being undertaken with respect to such failure; and (d) provide County reasonable evidence that the causes of such failure have been or will be corrected.

4.0 Service/Support Descriptions

- Response time (P1) - The average time required to respond to a priority 1 message that is logged by a County service administrator.
- Priority 1 issue ("P1 Issue") - an incident resulting in County's payroll not being processed. Examples of a P1 Issue include:
 - o Critical business impact
 - o All payroll critical errors or issues
 - o Time critical input
 - o Time critical reports (401(k), GL Interface)
 - o Loss or corruption of data
 - o System module down or performance impacted severely
- Response time (P2) - The average time required to respond to a priority 2 message, logged by a County service administrator.
- Priority 2 issue ("P2 Issue") - An issue that has a serious business impact; however, the issue in and of itself does not jeopardize a payroll scheduled to process that day. In addition, the business critical back-end interfaces created as a result of the payroll processing; e.g. 401(k) or Direct Deposit are not affected. Examples of a P2 Issue include:
 - o Serious business impact
 - o Payroll non-critical issues
 - o Isolated ADP timeclock failures (applies only if TLM Services are provided under the Agreement)
- Off- Hours Support timeliness - The average time required to respond to an Off-Hours Support call. Off-Hours Support is available only for priority 1 System connectivity issues.
- System Availability - The percent of time the System actually is available for County's use.

The System is targeted to be available 24 hours a day, 7 days a week, however ADP performs maintenance during the hours specified in Annex Z as the "Maintenance Windows".

In certain situations, ADP may perform additional maintenance at times other than those listed in the Maintenance Windows. When ADP determines that the additional maintenance will have a direct impact on County's use of the System, ADP will provide as much advance notice of the additional downtime as possible. ADP makes no guarantee of System availability or performance during the Maintenance Windows, and System availability or performance may be negatively impacted during the Maintenance Windows. ADP does not provide notice if maintenance is required during the Maintenance Windows.

The System Availability of the hosted environment will be measured using several methods including but not limited to:

- URL availability utilizing an automated monitor.
- Database availability utilizing an automated database monitor.
- Network availability utilizing an automated "ping" monitor at an ADP demarcation point.
- Citrix server availability utilizing a network port monitor.

System Availability measurements exclude (i) hours of regularly scheduled maintenance activities or Maintenance Windows, (ii) pre-scheduled downtime, (iii) critical maintenance downtime, and

- County errors and omissions.
- User initiated reruns, reboots, database restores, etc.
- Failures of non-ADP application programs used by County.
- Failures or access restrictions caused by a component of the County's network or ISP.
- Downtime or interruption due to force majeure events as described in the Agreement, or outages caused by third-party vendors (outside ADP's control), and outages of carrier links.
- System Availability Incident - Any situation directly related to data center environmental and infrastructure support; failures of ADP connectivity channels which are provided directly by ADP; ADP hardware failures; ADP operating system software failures; ADP operator errors and other conditions under ADP's control which result in the failure of the System.

Degraded performance and availability incidents will not always be tallied into overall System Availability statistics. Degraded availability means that some non-critical application functions are unavailable to all or some Users.

**Appendix 1
HR/ Payroll Service Level Metrics**

Service	Description	Frequency	Measure
Payroll Transaction Timeliness	Measures the timeliness of payments processed by ADP in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5 %
Payment Accuracy	Measures the accuracy of payments processed by ADP during the Measurement Period. Accuracy of file transmission may be impacted by ADP's sole error in applying code migration to production or tax/calculation patches.	Monthly	99.5 % Computed as follows: Total number of inaccurate employee payments for the County divided by the Total employee payments processed for the County
Service	Description	Frequency	Measure
Production and delivery of W-2s	Written County authorization is required prior to final release and production. W2 production turnaround time is five Business Days from ADP's receipt of County's authorization. W-2 statements will be produced and postmarked on or before January 31 (assuming receipt of County authorization and of all required Accurate Data from County within specified deadlines).	Annually	100% Calculated as the number of W-2s produced and postmarked on or before January 31 divided by the total number of W-2s produced.

**Appendix 2
Hosting Service Level Metrics**

Service	Measure and Target	Notes
Uptime Target %	99.8 %	System availability percent will be computed as follows whereas: MM = minutes in a month TM = total downtime minutes SM = total scheduled downtime minutes including the Maintenance Windows and any additional scheduled downtime minutes $\frac{(MM - (TM - SM))}{MM} \times 100$

**Appendix 3
Benefits Administration Service Level Metrics**

Table 1: Benefits Administration

Service	Description	Measure
Average County Case Response Time	For participant and beneficiary County Cases, a reply will be issued in less than 2 Business Days. The reply will consist of an acknowledgement of the County Case or a resolution to the County Case and the response time will be averaged for the reporting period.	The average County Case response time will be less than 2 Business Days.
County Case Resolution	These are County Cases which involve issues within ADP's control; that is, County Cases which do not require the involvement of any third parties (e.g. insurance carriers).	90% of County Cases will be resolved in less than 5 Business Days.
Carrier Enrollment Reporting	The monthly metrics report shows cumulative number of days over the due date for the month and the quarter-to-date. ADP will maintain a log of: the date Accurate Data is received, the date processing is completed, the date when all carrier interface transfers or carrier report mailings are completed, and any notes that may apply.	99% of carrier enrollment eligibility data transmissions sent by mutually agreed upon time-frame.

Table 2: Employee Self Service

Service	Description	Measure
Web System Availability	The Web System generally will be available 24 hours a day, 7 days a week; excluding scheduled downtime.	Product level system uptime target is 98.5% of available hours. The downtime percentage is calculated by the number of minutes the systems were unavailable (excluding scheduled downtime) divided by the total number of minutes during the operating window.
Benefit outbound file feeds:	Ongoing Accurate Data provided by ADP to the County will be transmitted from the ADP data center within 1 Business Day of the agreed upon processing schedule unless prior notification is given to the County. The service level will be calculated as the number of on time indicative data feed processing divided by the total number of indicative data feed processing. This guarantee is not applicable during open enrollment where time frames are mutually agreed upon between the County and ADP.	99% on time during the operating window.
Reconciliation of the Data between the web and Winflex	ESS WAVES In and WAVES Out error reports will be worked within 5 business days.	Error reports are attached to Service Requests which are measured on monthly Service Request report.
Benefits Accuracy and Timeliness	Annual Enrollment configuration changes will be applied to the web timely and accurately.	99% of the timeframes agreed upon per instance. Issues to be reported and agreed upon between Maricopa County and ADP.

Scheduled Downtime: The System may be down for routine maintenance each day based on the schedule below.

Web Servers:

- Nightly reboot requires an estimated 45 to 60 minutes for each server, commencing between the hours of 1:00 a.m. ET and 2:00 a.m. ET.
- Weekly reboot on Sunday requires an estimated one hour for each server, commencing between the hours of 1:00 a.m. ET and 2:00 a.m. ET.

Database Servers:

- Weekly reboot on Sunday requires an estimated 15 to 30 minutes for each server, commencing at 3:00 a.m. ET.

File Servers:

- Weekly reboot on Sunday requires an estimated 15 to 30 minutes for each server, commencing after the completion of the database server reboot process.

Exclusions:

- Regularly scheduled downtime due to major data loads and standard system maintenance.
- Downtime due to problems associated with outside telecommunication vendors and public Internet activity.

Table--3 Flexible Spending Account Services

Service	Description	Measure
First Call Resolution	These calls are defined as the percentage of calls that do not require an additional call to the center or return calls by the customer service representative (CSR).	80% or greater of calls will be resolved and closed on the initial call. The measure is the number of cases closed in one call or less divided by the total number of calls answered for the calendar quarter. This metric applies for handling participant calls for FSA Services and is not tracked on a County-specific basis.
Response to Escalated Cases	This metric applies for handling participant calls for FSA Services and is not tracked on a County-specific basis.	80% or greater of escalated cases will be responded to within 2 Business Days.
Call Answer Rate	ADP will establish a service level goal (Key Performance Indicator or KPI) of 85% of calls answered within 30 seconds. Should the calls answered in 30 seconds drop below 83% in two consecutive quarters (or the agreed-on service period), ADP will develop and share an action plan with the Client and continuously work the action plan until the service level exceeds 83% in two quarters. Should the service level drop below 80% in 30 seconds, service level credits will be applied. Performance is measured on calls answered by associates and resolved by IVR self-service. Performance is determined by dividing the number of calls answered within 30 seconds by all calls for a day and averaging the daily performance for a monthly average.	85% of calls answered within 30 seconds
Abandonment Rate	The abandonment rate will be 5% or less. The abandonment rate represents the percentage of callers waiting in queue who voluntarily abandon calls made to ADP's call center before speaking with a CSR. The abandonment rate is calculated as the number of abandoned calls divided by the total number of calls offered to the CSRs. This metric applies for handling participant calls for COBRA Services and is not tracked on a County-specific basis.	Abandonment rate \leq 5.0%.

**Appendix 4
COBRA Service Level Metrics**

Service	Description	Measure
Qualifying Events Processing	Process the qualifying event electronic file within 3 Business Days from receipt of an error free file. The data file must be received by 10:00 a.m. ET to be considered a full Business Day.	Processing of a qualifying event electronic file within 3 Business Days from receipt of an error free file.
Monthly Premium Distribution	Provide accurate premium distributions along with detailed reports (unless a subsidy County) by the 11 th of each month for the previous month's receipts.	Premium distributions should be sent to County by the 11 th of each month or earlier for the previous month's receipts.
Carrier Enrollment Reporting	The monthly metrics report shows cumulative number of days over the due date for the month and the quarter-to-date. ADP will maintain a log of: the date Accurate Data is received, the date processing is completed, the date when all carrier interface transfers or carrier report mailings are completed, and any notes that may apply.	99% of carrier enrollment eligibility data transmissions sent by mutually agreed upon time-frame.
Timely Mailing of COBRA Packages	All COBRA election packages will be mailed within 5 Business Days of receiving the error free qualifying event electronic file. Data must be received by 10:00 a.m. ET to be considered a full Business Day.	100% of COBRA election packages mailed within 5 Business Days from receipt of the error free qualifying event electronic file.
Call Answer Rate	ADP will establish a service level goal (Key Performance Indicator or KPI) of 85% of calls answered within 30 seconds. Should the calls answered in 30 seconds drop below 83% in two consecutive quarters (or the agreed-on service period), ADP will develop and share an action plan with the Client and continuously work the action plan until the service level exceeds 83% in two quarters. Should the service level drop below 80% in 30 seconds, service level credits will be applied. Performance is measured on calls answered by associates and resolved by IVR self-service. Performance is determined by dividing the number of calls answered within 30 seconds by all calls for a day and averaging the daily performance for a monthly average.	85% of calls answered within 30 seconds
Abandonment Rate	The abandonment rate will be 5% or less. The abandonment rate represents the percentage of callers waiting in queue who voluntarily abandon calls made to ADP's call center before speaking with a CSR. The abandonment rate is calculated as the number of abandoned calls divided by the total number of calls offered to the CSRs. This metric applies for handling participant calls for COBRA Services and is not tracked on a County-specific basis.	Abandonment rate \leq 5.0%.
First Call Resolution	80% of calls will be resolved and closed on the initial call. These calls are defined as the percentage of calls that do not require an additional call to the center or return calls by the CSR. The measure is the number of cases closed in one call or less divided by the total number of cases closed for the calendar quarter. This metric applies for handling participant calls for COBRA Services and is not tracked on a County-specific basis.	80% of calls or greater resolved and closed on the initial call.
Response to Escalated Cases	80% of escalated cases will be responded to within 2 Business Days. This metric applies to handling participant calls for COBRA Services and is not tracked on a County-specific basis.	80% of escalated cases or greater responded to within 2 Business Days.

**Appendix 5
Time and Labor Management Service Level Metrics**

Service	Description	Frequency	Measure
Case Response Time (P1)	The time required to respond to a Priority 1 message that is logged by a County Service Administrator. The reply will consist of an acknowledgement of the case or a resolution to the case.	Each P1 County Case processed	Case Response Time: 30 minutes or less- 95% of the time Case Response Time will be computed as follows: The number of P1 call responded to within 30 minutes divided by total number of P1 calls received during the month
Case Response Time (P2)	The time required to respond to a Priority 2 message that is logged by a County Service Administrator. The reply will consist of an acknowledgement of the case or a resolution to the case.	Each P2 County Case processed	Case Response Time: 2 Hour or Less- 90% of the time Case Response Time will be computed as follows: The number of P2 calls responded to within 1 hour divided by total number of P2 calls received during the month

**Appendix 6
Service Level Credits**

A. General Provisions

- Staffing and performance timing for Services provided by ADP are based on volume estimations provided by County and assumptions regarding accuracy and timeliness of receipt of Accurate Data from the County. It is not always possible to validate these volumes and accuracy during the Burn-In Period or implementation and as such Service Level Credits shall not apply during these periods. DP will not be responsible for any failure to meet a Service Level Metric because of any General Exclusion or specific System Availability exclusions as set forth elsewhere in this SLA.
 - Service Level Credits will apply only to those Service Level Metrics in this Appendix.
 - Performance against the Service Level Metrics in this Appendix will be reported to County on a quarterly basis.

Service Level Metrics in this Appendix may be reviewed annually by the parties for continuing applicability and may be revised from time to time as mutually agreed by the parties in writing. In addition, the parties may agree to meet at other intervals during the term of the Agreement, as requested by either party, to discuss and begin work towards resolution of any issues affecting the performance of the Services.

B. Service Level Credit Procedure

- Any Service Level Credit will be applied to the amount due from County in the month or quarter (as defined in Section C of this Appendix) the Service Level Credit is assessed. Service Level Credits will be reported and assessed within thirty (30) days of the end of the calendar quarter in which the Service Level Credits are calculated.
- Service Level Credits will be calculated against the monthly or quarterly (as applicable) fees paid by County to ADP (before applying any Service Level Credits) for routine services provided to County on a *recurring*, monthly or quarterly basis (as applicable) ("Monthly Fee" or "Quarterly Fee"). The Monthly or Quarterly Fee will exclude implementation fees and any other fees paid by County to ADP which are not ongoing fees paid on a month-in, month-out basis to ADP.
- Any Service Level Credits which County may receive hereunder shall not exceed in the aggregate 5% of the total Monthly Fee or Quarterly Fee (as applicable) paid to ADP by County for the affected Service(s). The Service Level Credits provided hereunder shall be County's sole and exclusive remedy for ADP's failure to meet such Service Levels. ADP's failure to meet a Service Level shall not be considered a breach of the Agreement.

C. Fees at Risk

The allocation of fees at risk for the applicable Service Level Metric is shown below. At the beginning of each calendar year or in the event of an amendment or variation to the SLA, the County may request that the fees at risk allocation be changed by providing written notification to ADP's Service Delivery or Relationship Manager. ADP agrees to negotiate any requested change, and any mutually agreed upon change will become effective upon mutual agreement of the parties.

Table 1 - Payroll/Hosting Services

Service Level Metric	Standard Allocation Of Fees at Risk TOTAL FEES AT RISK WILL BE CAPPED AT 10%.
1. Payroll Transaction Timeliness	2% of the Monthly Fee for Payroll Services
2. Payment Accuracy and Timeliness	6% of the Monthly Fee for Payroll Services
3. Production and delivery of W-2's	2% of the fee for year end services
4. System Availability	8% of the Monthly Fee for Payroll Services

Table 2 - Benefits Administration Services

<i>Service Level Metric</i>	<i>Standard Allocation of Fees at Risk</i>
Health and Welfare Administration	
1. Average Case Response Time	1% of the Quarterly Fee for Health and Welfare Services
2. County Case Resolution	1% of the Quarterly Fee for Health and Welfare Services
3. Carrier Enrollment Reporting	2.5% of the Quarterly Fee for Health and Welfare Services
4. Benefit Outbound File Feeds	2.5% of the Quarterly Fee for Benefits Administration
5. Reconciliation of Data between Web and Winflex	1.0% of the Quarterly Fee for Benefits Administration
6. Benefits Accuracy and Timeliness	2.5% of the Quarterly fee for Benefits Administration
Employee Self Service	
7. Web System Availability	2.5% of the Quarterly Fee for Employee Self Service*
Flexible Spending Account (FSA) Services	
8. First Call Resolution	1% of Quarterly Fees for Ongoing FSA Services
9. Response to Escalated Cases	2% of Quarterly Fees for Ongoing FSA Services
10. Average Speed of Answer	0.5% of the Quarterly Fee for Solution Center Services
11. Abandonment Rate	0.5% of the Quarterly Fee for Solution Center Services

Table3 - COBRA Services

<i>Service Level Metric</i>	<i>Standard Allocation of Fees at Risk</i>
1. Qualifying Event Processing	0.5% of the Quarterly Fee for COBRA Services
2. Monthly Premium Distribution	0.5% of the Quarterly Fee for COBRA Services
3. Enrollment Reporting	0.5% of the Quarterly Fee for COBRA Services
4. Timely Mailing of COBRA Packages	0.5% of the Quarterly Fee for COBRA Services
5. Average Speed of Answer	0.25% of the Quarterly Fee for COBRA Services
6. Abandonment Rate	0.25% of the Quarterly Fee for COBRA Services
7. First Call Resolution	0.25% of the Quarterly Fee for COBRA Services
8. Response to Escalated Cases	0.25% of the Quarterly Fee for COBRA Services

Table 3 - Time and Labor Management (TLM) Hosting Services

<i>Service Level Metric</i>	<i>Standard Allocation of Fees at Risk</i>
1. Average Case Response Time (P1)	6% of the Monthly Fee for TLM Services
2. Average Case Response Time (P2)	4% of the Monthly Fee for TLM Services